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Superior Court
of the District of Columbia

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DR. MATT LAMBERT, M.D.
1515 15TH STREET, NW UNIT 704
WASHINGTON, DC 20005

Plaintiff,

Case No.: 2025 CAB 001813

v.

METROPOLE CONDOMINIUM ASSOC.,
1515 15TH STREET, NW
WASHINGTON, DC 20005

Serve: CORPORATION SERVICE CO.
1090 VERMONT AVE, NW
WASHINGTON, DC 20005

Defendant.

COMPLAINT

Plaintiff Dr. Matt Lambert, through undersigned counsel, Joel Braithwaite, Esq. and Braithwaite Legal, LLC, files this Complaint against Defendant METROPOLE CONDOMINIUM ASSOCIATION, and states as follows:

PARTIES

1. Plaintiff Dr. Lambert is the owner of Unit 704, located at 1515 15TH STREET, NW UNIT 704, in Washington, D.C. (the "Unit").
2. Defendant METROPOLE CONDOMINIUM ASSOCIATION (the "Board") is a condominium association responsible for the maintenance, care, and operation of the common areas and building envelope at the 1515 15TH STREET, NW.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to D.C. Code § 11-921 and **§ 42-1903.09(a)**.

4. Venue is proper because the property at issue is located in the District of Columbia and all parties are situated therein.

FACTUAL BACKGROUND

5. Plaintiff is the owner and resident of a penthouse condominium unit ("Unit") located at 1515 15TH STREET, NW UNIT 704, within the association managed by Defendant.
6. Prior to Defendant's building envelope remediation efforts, Plaintiff's unit experienced no significant water intrusion, mold, moldy smells, moisture accumulation, or related damage.
7. In July 2020, the Defendant issued a Façade condition survey for the Metropole. Exh 1.
8. In March 2023, Defendant began its work on the Façade to remediate the building envelope.
9. From May 2023 to April 2024, Plaintiff paid Defendant's special assessment for the building envelope remediation totaling $15,356.95.
10. During Defendant's work, they actively solicited report of water intrusion from the Metropole residents including Plaintiff.
11. After Defendant's building envelope remediation efforts, Plaintiff's unit experienced suspected water intrusion, mold, significant moisture accumulation, and/or related damage.
12. In March 2024, Plaintiff noticed and communicated instances of water intrusion into his unit.
13. In August 2024, Defendant cut a hole into Plaintiff's drywall to investigate if water was running behind the wall.
14. By September 2024, excess moisture collected in Plaintiff's unit after Defendant's work on remediating the building envelope.
15. On September 3, 2024, the electric blind directly under the hole Defendants cut in Plaintiff's drywall stopped working.
16. There was an accumulation of brownish material under the hole under the electric blind.

17. By September 2024, mold was visible and detectable by smell in Unit 704 from the hole Defendant's cut to investigate his complaint.

18. Defendant denied any mold and was seeking to close up the wall ignoring Plaintiff's very real mold complaints.

19. Plaintiff retained counsel and two independent assessments of his unit which confirmed that substantial moisture continues to accumulate in key areas of the unit, including the cement ceiling, soffit, baseboards, windowsills, and exterior walls.

20. On September 20, 2024, Plaintiff retained mold remediation expert ServPro to conduct an assessment of the microbial growth and suspected mold that was visible in the hole Defendant cut into his drywall above the North wall windows.

21. The inspection summary stated:

> Visible mold contamination was observed on exterior and interior walls, due to possible water intrusion. Humidity percentages of up to 60% were obtained in certain areas of the property. A portion of the concrete block of the ceiling was verified with a percentage of humidity. Images are attached, and a budget will be prepared according to the visual inspection and the protocol presented by a hygienist.

Exh. 2.

22. On September 27, 2024, the hygienist ServPro referred Plaintiff to E2 Element Building Services to prepare the Microbial Remediation based on the Visual Damage Assessment completed on September 23, 2024. The report had the following findings:

> During the inspection, the consultant was able to locate water damage, mold growth, and elevated moisture content on building materials. Elevated microbial contamination of interior spaces was observed in the independent lab results. It is possible that additional damages may be found during the removal of the impacted building materials in this area.

Exh. 3.

23. On October 9, 2024, Plaintiff requested Defendant to take action in the face of objective proof of the presence of mold and excess moisture in his unit based on the ServPro Report (Exh. 2) and the Element Report. (Exh. 3).
24. On October 9, 2024, Plaintiff requested the Removal and Inspection: Immediate removal of all northern and eastern wall drywall and baseboards in Unit 704 to investigate the water intrusion and address any mold found within the walls.
25. On October 9, 2024, Plaintiff requested Mold Remediation: Retain a qualified mold remediation service to fully remediate Unit 704, including the removal of all affected mold growth in the building envelope, drywall, and insulation.
26. On October 9, 2024, Plaintiff requested Additional Diagnostics: Conduct further water intrusion diagnostics, focusing on the walls and window flashings that continue to show signs of moisture, as confirmed by recent assessments.
27. On October 9, 2024, Plaintiff asked Defendant for a Comprehensive Plan: Develop and share a comprehensive plan to permanently address the underlying water intrusion issues. This plan should ensure that the repairs adequately address the moisture penetration and prevent future damage.
28. On October 9, 2024, Lastly, Plaintiff requested Reimbursement of Costs: Cover the costs Plaintiff incurred to hire independent experts and legal representation directly linked to this issue, for which he bore no responsibility.
29. The persistent mold smell in Plaintiff's penthouse, combined with the confirmed mold growth on the external walls, was actively ignored by Defendant.
30. Despite the objective proof presented, Defendant took none of the actions requested by Plaintiff on October 9, 2024.

31. Defendant's work caused a moisture saturated ceiling, mold-covered external walls, and moisture-saturated floorboards under the windows, corrosion of metal surfaces under the drywall.
32. Immediately following Defendant's work, Plaintiff's unit began experiencing substantial water intrusion, excessive moisture accumulation, condensation issues, and/or mold growth.
33. Plaintiff promptly notified Defendant of these issues, providing photographic evidence documenting excessive moisture accumulation, including significant moisture penetration in proximity to electrical systems, creating hazardous and dangerous conditions.
34. Despite repeated notifications and real-time photographic evidence, Defendant failed to meaningfully investigate or adequately respond to Plaintiff's communications regarding these serious safety and property concerns.
35. Plaintiff incurred costs to diagnose, remove and remediate mold growing after Defendant's work.
36. Defendant failed to exercise reasonable diligence and oversight regarding the building envelope remediation, resulting in conditions that led directly to moisture accumulation, mold, and property damage in Unit 704.
37. Plaintiff has incurred expenses in excess of $82,000 as a result of Defendant's inaction to remedy any of the effect of its building envelope repair on Unit 704.
38. On October 15, 2024, Plaintiff sent this communication to Defendant:

> I have been experiencing water intrusion *after* the special assessment funded building facade rehabilitation. These damages are very similar to the examples provided to *justify* said rehabilitation in the Construction Insights report from 2020 (Exh. 1). These intrusions have been reported to James Stuart from EJF since March. EJF and Construction Insights have been unable to reproduce the intrusions that I have shared with them in multiple photos/videos over several months. During a leak test which involved cutting a hole in the north wall of my home, they did find the consequences of water intrusion, mold. When they found mold on the exterior wall, a general common element which has recently been subject to work by the Association (Bylaws section 7.6), Construction Insights planned to patch and repaint

the hole. This is when, in order to protect my health and property, I moved from passive to active participation. After six different engineering firms declined to perform an independent assessment- all citing conflict of interest due to ongoing work with either Culberston, Metropole, or EJF- my attorney and I engaged ServPro and Element. These assessments (Exh. 2 and 3) identified elevated moisture levels in both the north and east walls, as well as the floor and ceiling. It also confirms the presence of "heavy" mold growth on the exterior wall of the building and mold in the air where I sleep. These findings, framed in a letter from my attorney [] were dismissed by EJF and Construction Insights during an onsite meeting on 10/09/24. Given the lack of cooperation from EJF, Construction Insights, or Culbertson, unless there is an *immediate* intervention from the Board, I will initiate the ServPro plan for deconstruction and mold remediation (Exh 4). I will do so in the interest of preserving my health and property and I will seek reimbursement for expenses incurred, past and future, through litigation. Once the drywall and floor have been deconstructed, there will be a strategic pause to gather even more evidence of intrusion and to identify which of the common elements will need to be repaired by the Board and EJF. Once these common elements have been *properly* repaired, my home will be reconstructed. As a matter of public good, I will share this information with all the Metropole residents in parallel.

Please consider this as my final good faith effort for resolution without litigation. If I have not heard back from you by EOD on Friday, October 18th, 2024, I will proceed as described above.

39. On October 21, 2024, Defendant responded:

To Matt Lambert (Owner of Unit 704), Unit Owners and Residents:

We want to respond to the email sent via the intranet by Matt on October 14, 2024. On behalf of the Board of Directors and management, rest assured that we have all intentions to work in good faith with Matt, his attorney and the Association's engineering consultant (Construction Insights) to make the necessary repairs to remedy the current leak. In fact, management and a representative from Construction Insights met with Matt and his attorney on October 10, 2024 to inspect the Unit and discuss a potential path forward. It was our understanding that the meeting was productive and positive and the Board is currently waiting for recommendations from Construction Insights. We actually received a letter from Matt's attorney on the same day acknowledging and appreciating the Association's previous efforts in replacing the external flashing on the windows and remediating the leaking from the windows in Matt's Unit. This was a separate issue from the current leak, nonetheless, we are confident that with the assistance of Construction Insights, we will work as efficiently as possible to implement a plan to also correct this current leak.

The Board will continue to work with Matt and his attorney and we are hopeful that litigation is not necessary and an appropriate resolution will be obtained. Thank you.

Board of Directors

40. Given the lack of action by Defendant, from November 11-21, 2024, Plaintiff engaged Michael and Sons (Exh. 5) and proceeded to remove the moisture saturated walls and rotted flooring in his unit.
41. During deconstruction of the walls, significant areas of black mold were uncovered in the walls and Plaintiff shared those videos with Defendant.
42. During deconstruction, Plaintiff discovered other leaking pipes within his unit including the fire suppression system owned by Defendant.
43. Plaintiff continued to document serious water accumulation on window sills on the north wall of his unit.
44. Despite Defendant making many inspections and promises to act, Plaintiff's unit remains in a deconstructed state, after Plaintiff remediated the mold.
45. Plaintiff cannot reconstruct his unit because the elevated moisture levels remain which will ensure mold returns if the cause or effects of the elevated moisture caused by Defendant's building envelope work is not solved.
46. To date, Defendant has taken no actions, nor proposed any remediation efforts to remove the elevated moisture in Plaintiff's Unit.
47. Plaintiff's unit remains deconstructed torn down to the metal frame which bears signs of the water intrusion and elevated moisture in the unit.
48. Plaintiff has been displaced from his unit since November 11, 2024.
49. Plaintiff has not had the quiet use and enjoyment of the Unit since November 11, 2024.
50. Plaintiff has been deprived of the whole economic value of his Unit as it stands deconstructed to expose all the damage his Unit took on as a result of Defendant's work.
51. Plaintiff has not used the shower, HVAC, cooked or used the dryer since October 2024.

52. As of March 20, 2025, Defendant has taken no responsibility or action to remedy the issues created by its facade remediation work on Unit 704.
53. The same moisture accumulation on the north window sills persist as of March 7, 2025.
54. Plaintiff has incurred, and continues to incur, significant costs, inconvenience, and loss of use and enjoyment of his home, including expenses associated with diagnosing the excess moisture accumulation in his Unit resulting from the building envelope remediation, mold remediation, drywall removal, and the inability to fully inhabit the unit due to mold contamination.
55. All costs were paid by Plaintiff for diagnosing mold, deconstructions and removal of the molded drywall and insulation as well as rotted floors, and remediation of the mold.
56. To date, Defendant has neither recompensed nor compensated Plaintiff for the reasonable costs incurred as a result of Defendant's negligent repair of the building envelope.
57. Defendant has failed to act to investigate the mold in Plaintiff's unit despite warnings.
58. Defendant's inaction and failure to take corrective action to remedy the moisture accumulation in Plaintiff's unit as a result of Defendant's work, has led Plaintiff to incur damages in excess of $100,000.
59. As of March 20, 2025, Plaintiff's unit is as shown below:



60. Defendant's failure to take any action to remediate the water moisture accumulation in Plaintiff's Unit or take any action to investigate, diagnose, remediate the mold, remediate the moisture accumulation and or water intrusions into his unit resulting from "fixing" the building envelope or fairly compensate Plaintiff for his damages violates the business judgment rule.

COUNT I – NEGLIGENCE

61. Plaintiff incorporates paragraphs 1 through 60 as though fully set forth herein.

62. Pursuant to D.C. Condominium Act, D.C. Code § 42-1903.07(a), Defendant had a statutory duty to maintain, repair, renovate, restore, and replace common elements, including the building envelope, in a manner that would prevent harm to individual units.

63. Defendant breached this duty through negligent oversight, insufficient planning, and improper execution of the envelope remediation.

64. Defendant's actions constituted a breach of its statutory duty under D.C. Condominium Act § 42-1903.07(a) to maintain and repair common elements, directly causing harm and damages to Plaintiff.

65. As a direct and proximate result of Defendant's negligence, Plaintiff suffered damages, including mold growth, property damage, costs for remediation, and loss of full use and enjoyment of his unit.

COUNT II: BREACH OF FIDUCIARY DUTY

66. Plaintiff realleges paragraphs 1 through 65 as if fully set forth herein.

67. Pursuant to D.C. Code § 42-1903.08(d), Defendant owed a fiduciary duty to Plaintiff and other unit owners to exercise due care and act in their best interests when undertaking major repairs, renovations, and remediation projects affecting the common element.

68. Defendant violated its statutory fiduciary duties imposed by § 42-1903.08(d) of the D.C. Condominium Act, failing to properly supervise the remediation and failing to act reasonably to address resultant damage in Plaintiff's unit.

69. Defendant breached this duty by failing to appropriately plan, oversee, and execute the remediation, and by ignoring Plaintiff's clear warnings and evidence of harm.

70. Defendant's breach resulted in significant moisture intrusion, mold growth, and damage to Plaintiff's property.

COUNT III: BREACH OF FIDUCIARY DUTY

71. Plaintiff realleges paragraphs 1 through 70 as if fully set forth herein.

72. Pursuant to DC Code 42-1903.10(4), if there is other insurance in Plaintiff's name that covers the same risk as the Defendant's policy at the time of loss, the Defendant's policy shall provide primary insurance.
73. Defendant violated its statutory fiduciary duties imposed by § 42-1903.08(d) of the D.C. Condominium Act, by failing to present a claim to its insurance to address resultant damage of Defendant's work on Plaintiff's unit.
74. Defendant's breach resulted in significant expenses incurred by Plaintiff in excess of $82,000.

COUNT IV – NUISANCE

75. Plaintiff realleges paragraphs 1 through 74 as if fully set forth herein.
76. Defendant's negligent actions have created a continuing nuisance by causing persistent water intrusion, mold growth, property damage, and interference with Plaintiff's use and enjoyment of his unit.
77. Defendant has failed to adequately address and abate this nuisance despite repeated notification and requests from Plaintiff.

VERIFICATION

I Matt Lambert, M.D., being first duly sworn, on oath, depose and say that I have read the foregoing pleadings by me subscribed and that the facts therein stated are true to the best of my knowledge, information and belief.

Matt Lambert

Matt Lambert, M.D., Plaintiff

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues triable by jury.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter judgment against Defendant for damages incurred by Plaintiff, including but not limited to costs of repair, remediation, temporary housing, and related expenses;

B. Award compensatory damages for loss of use and enjoyment, property damage, and any additional proven damages resulting from Defendant's conduct;

C. Award attorney's fees and litigation costs incurred herein;

D. Award pre- and post-judgment interest as allowed by law;

E. Grant such further equitable and injunctive relief as the Court may deem proper and just.

Respectfully submitted,



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