

Superior Court of the District of Columbia

Filed
D.C. Superior Court
10/16/2020 11:37AM
Clerk of the Court

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

Seth Canada _____ Case Number: 2020 CA 004384 B

vs Date: October 16, 2020

National United Methodist Church _____ One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> Brook Hill	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff
Firm Name: Washington Lawyers' Committee for Civil Rights and Urban Affairs	<input type="checkbox"/> Self (Pro Se)
Telephone No.: Six digit Unified Bar No.: 202-319-1000 (x 126) 1044120	<input type="checkbox"/> Other: <u>1044120</u>

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS	COLLECTION CASES	
<input type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	<input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 18 OVER \$25,000 Consent Denied <input type="checkbox"/> 26 Insurance/Subrogation <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied
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"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
C. PERSONAL TORTS		
<input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 17 Personal Injury- (Not Automobile, <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> Not Malpractice) <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 16 Negligence- (Not Automobile, <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 08 Fraud <input type="checkbox"/> Not Malpractice) <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> <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"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input checked="" type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-1 (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

Attorney's Signature

Date

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

SETH CANADA,
2210 Adam's Place NE, #1
Washington, DC 20018

Plaintiff,

v.

**NATIONAL UNITED METHODIST
CHURCH,**
3401 Nebraska Avenue NW
Washington, DC 20016, and

FRIENDSHIP PLACE,
4713 Wisconsin Avenue NW
Washington, DC 20016

Defendants.

Case No. 2020 CA 004384 B
Jury Trial Demanded

**COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF,
AND MONETARY DAMAGES**

Plaintiff Seth Canada (“Plaintiff” or “Mr. Canada”) resided for months in a crowded men’s shelter where he suffered physical and emotional harm from the conditions he endured. When Mr. Canada began participating in Defendant Friendship Place’s AimHire program (“AimHire”) that offered housing and employment assistance, he asked to be moved to housing he was told was available for program participants at St. Luke’s Shelter (“St. Luke’s”), a program partner of Friendship Place’s and small all-men’s shelter with individual rooms run by Defendant National United Methodist Church (“NUMC”). Mr. Canada is a transgender man. Because NUMC had “never worked with someone who is transgender,” it refused to communicate with Friendship Place about Mr. Canada’s placement and ultimately denied Mr. Canada housing at St. Luke’s,

depriving him of an alternative to the crowded, unhealthy shelter conditions he sought to leave. Left in the crowded shelter, he contracted COVID-19.

Following NUMC's refusal to house Mr. Canada, Friendship Place failed to place Mr. Canada in other comparable, cost-free housing, as it would normally do for other program participants. NUMC's and Friendship Place's actions violated Mr. Canada's right to equal housing opportunity and constitute gender identity discrimination in violation of the District of Columbia Human Rights Act of 1977 ("DCHRA"), D.C. Code §§ 2-1401.01, *et seq.*

As a result of NUMC's and Friendship Place's refusals to provide him with the housing afforded non-transgender program participants, Mr. Canada suffered significant physical and emotional harm. He brings this civil rights action for declaratory and injunctive relief and damages for interference with his right to equal opportunity in housing stemming from the discriminatory actions of Defendants Friendship Place and NUMC (collectively, "Defendants").

PRELIMINARY STATEMENT

1. Mr. Canada first became interested in AimHire in March 2018.
2. Defendant Friendship Place runs AimHire, a program that provides housing and employment assistance to its participants. Defendant NUMC owns and operates St. Luke's, a Friendship Place program partner that works with Friendship Place to provide housing to AimHire participants.
3. Small shelters like St. Luke's offer shelter to its residents and the added benefit of a safer, more private setting than conventional homeless shelters. In the case of St. Luke's, each of the six male residents has his own room, a shared common area and kitchen, and privacy. Larger, more conventional shelters often raise the risk of detrimental health effects because they are not as well kept and often overcrowded. During the current novel coronavirus (COVID-19)

pandemic, overcrowded shelter conditions have created significant concerns because large congregate settings make it impossible to socially distance, practice good hygiene, and ultimately stop the spread of infection of COVID-19.¹

4. Transgender persons experience a higher rate of homelessness than other members of the population. Since 2016, transgender homelessness has increased by 88 percent.² Compounding the issue, the federal government is rolling back protections for transgender people by amending a 2016 “Equal Access Rule” that used to require “equal access to U.S. Department of Housing and Urban Development programs without regard to a person’s actual or perceived sexual orientation . . . or gender identity.”³ Because federally-funded shelters can now disregard a person’s gender identity when deciding whether to grant access to a bed in gender-specific spaces by deciding for themselves what a person’s gender is for purposes of assigning them to a shelter, privately-run shelters that are free from discrimination have become all the more important. It also makes even more important the vigorous enforcement of the District of Columbia’s prohibition on discrimination based on gender identity.

PARTIES

¹ “For the Good of Us All”: Addressing the Needs of Our Unhoused Neighbors During the COVID-19 Pandemic,” Berkeley Public Health Report, April 2020 at 6, available at: <https://publichealth.berkeley.edu/wp-content/uploads/2020/04/For-the-Good-of-Us-All-Report.pdf>.

² Jonosko, Jackie, *Increases in Individual Homelessness: A Gender Analysis*, National Alliance to End Homelessness, June 4, 2020, available at: <https://endhomelessness.org/increases-in-individual-homelessness-a-gender-analysis/>.

³ Jonosko, Jackie, *Changes to HUD’s Equal Access Rule Could Exclude More Transgender People from Shelter*, National Alliance to End Homelessness, July 29, 2020, available at: <https://endhomelessness.org/changes-to-huds-equal-access-rule-could-exclude-more-transgender-people-from-shelter/>.

5. **Seth Canada.** Plaintiff Seth Canada is a transgender man and D.C. resident who resides at the Adam's Place Shelter, 2210 Adam's Place NE #1, Washington, DC 20018. At the time of the events giving rise to this Complaint, Mr. Canada resided at the Adam's Place Shelter.

6. **National United Methodist Church.** Defendant NUMC is a church and faith community located at 3401 Nebraska Avenue NW, Washington, DC 20016. NUMC has housed homeless persons in its church buildings as part of the "small-shelter movement" for nearly a decade, including at St. Luke's Shelter. St. Luke's currently offers housing to six male residents.⁴ In December 2010, St. Luke's was converted into a Mission Center, which expanded the church's role in addressing homelessness issues. Individuals who take shelter at St. Luke's are referred to NUMC through Friendship Place.

7. NUMC holds itself out as part of the "reconciling movement" through which it "welcome[s] the full participation in the church of gay, lesbian, bisexual, or transgender persons and their families, as a reflection of God's unconditional love."⁵

8. **Friendship Place.** Defendant Friendship Place is a housing service provider for people experiencing homelessness in the Washington, DC region whose mission is "to empower people experiencing[,] or at risk of[,] homelessness to attain stable housing and rebuild their lives." Among the tools it uses to further its mission is AimHire. AimHire is a job placement program run by Friendship Place that assists its participants in obtaining housing, a key component of the

⁴ See <https://friendshipplace.org/programs-outreach/housing/>.

⁵ See <https://nationalchurch.org/about>.

AimHire program's success.⁶ Friendship Place works with a variety of shelter programs to house AimHire participants, including St. Luke's.⁷

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to D.C. Code § 11-921.

10. This Court has jurisdiction over Defendants pursuant to D.C. Code § 13-423 because Defendants transact business and manage real property in the District of Columbia. The discriminatory conduct arises out of these business activities.

FACTUAL BACKGROUND

A. Seth Canada

11. Seth Canada is a transgender man.

12. In March of 2018, Mr. Canada was living at Adam's Place Emergency Shelter ("Adam's Place), a large, congregate shelter where he was not comfortable.

13. In March of 2018, while residing at Adam's Place, Mr. Canada was also seeking employment.

B. AimHire Program

14. AimHire is a job placement program run by Friendship Place. A key component of the program's success is assisting its participants to obtain housing. Friendship Place works with a variety of providers to house program participants. St. Luke's is one of the program partners Friendship Place works with to provide housing to program participants.

⁶ See <https://friendshipplace.org/programs-outreach/aimhire-job-placement/>; <https://friendshipplace.org/overwhelming-success-at-st-lukes-shelter/>; see also Employment First Logic Model, available at: <https://friendshipplace.org/wp-content/uploads/2018/10/AimHire-Logic-Model.pdf>.

⁷ *Id.*; see also <https://nationalchurch.org/serving-others>.

Mr. Canada learned about AimHire in March of 2018 when he came to Friendship Place for assistance finding housing and employment.

15. AimHire was of interest to Mr. Canada because it provided both housing and employment assistance to its participants, reflecting its recognition that it is hard to find a job without a home and vice-versa.

16. On March 28, 2018, Mr. Canada attended an AimHire orientation at Friendship Place.

17. At the AimHire orientation, Mr. Canada completed an AimHire Participant Information Form in which he identified as male and LGBTQ (“lesbian, gay, bisexual, transgender, queer”) because that is how he identifies. He did not disclose his transgender status more specifically, because his gender identity is a private matter.

18. After the AimHire orientation, Mr. Canada was placed on a waiting list.

19. Several weeks after attending the AimHire orientation, Mr. Canada was contacted by an employment specialist of AimHire, Pauline Adia (“Ms. Adia”). Ms. Adia asked Mr. Canada to attend an intake meeting with her.

20. On May 31, 2018, Mr. Canada attended his intake interview with Ms. Adia. During the intake interview, Mr. Canada expressed his desire to move out of Adam’s Place. He also completed another AimHire Participant Information Form. On this AimHire Participant Form, he wrote in under the “Gender” section “FTM,” which means “Female Transitioning to Male.” By late May 2018, Mr. Canada felt more comfortable disclosing his transgender status while meeting with Ms. Adia one-on-one and accordingly did so on the participant form.

21. At the intake interview with Ms. Adia, Mr. Canada also completed a Participant Agreement and Client Notice of Rights/Confidentiality Form. The form stated: “The information

that you provide to Friendship Place/AimHire, including your name, address, phone number, and other personal information will not be shared with other individuals or agencies without your permission.” The language of the form led Mr. Canada to believe that Friendship Place would not disclose his transgender status without his consent.

C. Application Process for Housing at, and Subsequent Denial of Housing by, St. Luke’s

22. During the May 31, 2018 intake meeting, Ms. Adia told Mr. Canada that there was an available room at St. Luke’s for which he was qualified as an AimHire participant. At St. Luke’s, Mr. Canada would have a private bedroom and share common areas of the unit and a kitchen with four or five other occupants. Mr. Canada told Ms. Adia he was interested in obtaining a room at St. Luke’s and asked her to help him initiate the application process for a room at the shelter.

23. As part of the partnership between NUMC and Friendship Place, Friendship Place refers individuals to NUMC for placement at St. Luke’s, and according to Friendship Place, “[p]acements [at St. Luke’s] are reserved for men who are pursuing employment and stable-housing destinations.”⁸ Mr. Canada satisfied these criteria by having Ms. Adia refer him to NUMC for placement at St. Luke’s and actively pursuing employment and stable housing while enrolled in AimHire in May and June of 2018.⁹

24. On June 8, 2018, Mr. Canada emailed Ms. Adia to follow up on the status of the available room at St. Luke’s and let her know that he could make himself available for an interview

⁸ See <https://friendshipplace.org/programs-outreach/housing/>.

⁹ See <https://nationalchurch.org/serving-others> (“All individuals residing at Metropolitan House and St. Luke’s House come on referral from Friendship Place.”).

with St. Luke's staff as early as June 12, 2018. On June 11, 2018, Ms. Adia replied, stating in her e-mail that she had spoken with the staff at St. Luke's who had told her "they have never worked with someone who is transgender and would need more time to think about it."

25. The June 11th email from Ms. Adia made clear that she had disclosed Mr. Canada's gender identity to St. Luke's staff even though he had not consented to the disclosure.

26. On June 27, 2018, Mr. Canada followed up with Ms. Adia regarding the status of his housing at St. Luke's. Ms. Adia responded that she was "still pushing to see if and when they can work with" him. Ms. Adia did not provide any further updates.

27. On a number of occasions, Mr. Canada continued to inquire about housing at St. Luke's, but after June 27, 2018, Ms. Adia never responded nor informed Mr. Canada what other steps he would need to take to obtain housing at St. Luke's. Based on Ms. Adia's report of St. Luke's hesitancy to house a transgender person, it was clear to Mr. Canada that St. Luke's lack of follow up constituted a refusal to provide him a room because he is transgender.

D. Friendship Place Suggests Less Supportive Housing Arrangement for Mr. Canada

28. On August 28, 2018, Mr. Canada followed up with Ms. Adia about housing placements and other matters. At that time, Mr. Canada inquired into other transitional housing options offered by Friendship Place. Ms. Adia responded to Mr. Canada's inquiry by suggesting Rapid Rehousing as a good housing alternative for him. The Rapid Rehousing Program is not listed among Friendship Place's AimHire housing partners.

29. On August 29, 2018, Mr. Canada replied to Ms. Adia, explaining that Rapid Rehousing only partially subsidizes rent, and he needed a completely subsidized housing placement, such as that offered by St. Luke's, because he had little to no income.

30. After his exchanges with Ms. Adia, which ended in late August 2018, it became clear that it would be futile for Mr. Canada to continue to rely on Friendship Place to help him find housing through one of its AimHire Program Partners.

31. In March of 2019, Mr. Canada was awarded three scholarships to put toward his college tuition at Georgetown University and decided not to participate in AimHire any longer given that he had obtained these without the help of Friendship Place.

32. Upon information and belief, NUMC and Friendship Place receive federal funding, local government funding, and/or private funding to provide housing to District residents at St. Luke's (NUMC) and to place residents in housing through program partners, such as Friendship Place.

33. Due to Defendants' discriminatory treatment, Mr. Canada filed a charge of discrimination against Defendants with the Office in Human Rights on June 3, 2019, which he withdrew on October 9, 2020.¹⁰ The agency issued an order for administrative dismissal of Mr. Canada's case without prejudice on October 13, 2020.

34. Through August 22, 2020, when Mr. Canada moved into student housing as part of his admission to Georgetown University, he has been unable to find affordable housing and has therefore remained at Adam's Place, a men's homeless shelter.

35. As a result of Defendants' unlawful discrimination, Mr. Canada has suffered a number of harms, including having to reside at Adam's Place. Adam's Place continues to be overcrowded and unhealthy for Mr. Canada. At this shelter, Mr. Canada has faced overcrowding, been forced to endure an unhealthy diet, has been mis-gendered by staff members on multiple

¹⁰ See D.C. Code § 2-1403.04 (providing that “[a]ny complaint under this chapter shall be filed with the Office [of Human Rights] within 1 year of the occurrence of the unlawful discriminatory practice, or the discovery thereof”).

occasions, and has been unable to get adequate rest. Furthermore, in April of 2020, Mr. Canada contracted COVID-19 because he was living in a congregate setting, as did other residents at the shelter. Mr. Canada also suffered emotional distress as a result of having been denied housing and not offered comparable housing on the basis of his gender identity.

COUNT I: Disparate Treatment for Refusal to Provide Housing against Defendant NUMC

(Gender Identity or Expression Discrimination under the District of Columbia Human Rights Act (DCHRA), D.C. Code § 2-1402.21(a)(1))

36. Mr. Canada realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 36.

37. Under the DCHRA, it is an “unlawful discriminatory practice” to “*refuse or fail to initiate* or conduct any transaction in real property” if such a practice is “wholly or partially...based on the actual or perceived...gender identity...of any individual.” D.C. Code § 2-1402.21(a)(1) (Emphasis added).

38. “Gender identity or expression” means a gender-related identity, appearance, expression, or behavior of an individual, regardless of the individual’s assigned sex at birth. D.C. Code § 2-1401.02 (12A).

39. A “transaction in real property” is defined as “the exhibiting, listing, advertising, *negotiating*, agreeing to transfer or transferring, whether by sale, lease, sublease, rent, assignment *or other agreement*, any interest in real property or improvements thereon, including, but not limited to, leaseholds and other real chattels.” D.C. Code § 2-1401.02(30) (Emphasis added).

40. Friendship Place referred Mr. Canada to St. Luke’s for housing because he was actively pursuing employment and stable housing at the time he sought housing from St. Luke’s and had been referred to St. Luke’s by Friendship Place, which satisfied the criteria necessary to

apply. Friendship Place disclosed Mr. Canada's transgender status to St. Luke's while undertaking these negotiations.

41. Friendship Place's negotiations with St. Luke's for housing for Mr. Canada constitute a "transaction in real property" within the meaning of D.C. Code § 2-1401.02(30). Further, by selecting AimHire participants for housing placements at St. Luke's, St. Luke's enters into an "other agreement" as that term is used in § 2-1401.02(30). Its selection of housing occupants places it in a relationship involving real property with the program participant, here, Mr. Canada.

42. Upon information and belief, NUMC receives federal funding, local government funding, and/or private funding to provide housing to District residents at St. Luke's

43. Defendants' refusal to initiate and process Mr. Canada's application for shelter placement and ultimate denial of housing to him at St. Luke's because NUMC had not "previously worked with a transgender individual" is unlawful discrimination based on the actual or perceived gender identity of an individual, in violation of D.C. Code § 2-1402.21(a)(1).

44. As a result of Defendant's discriminatory actions, Mr. Canada has suffered emotional and physical distress and other attendant harms, including having to reside in overcrowded conditions at Adam's Place, endure an unhealthy diet while at the shelter, and undergo being mis-gendered by Adam's Place staff members on multiple occasions.

COUNT II: Disparate Treatment for Discrimination in the Terms, Privileges, and Conditions of Rental Housing against Defendant Friendship Place

(Gender Identity or Expression Discrimination under the District of Columbia Human Rights Act (DCHRA), D.C. Code § 2-1402.21(a)(1)-(2))

45. Mr. Canada realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 45.

46. Under the DCHRA, it is an “unlawful discriminatory practice” to “require different terms for [any] transaction [in real property]” and to “include in the terms or conditions of a transaction in real property, any clause, condition or restriction” if such a practice is “wholly or partially...based on the actual or perceived...gender identity...of any individual.” D.C. Code § 2-1402.21(a)(1)-(2).

47. “Gender identity or expression” means a gender-related identity, appearance, expression, or behavior of an individual, regardless of the individual’s assigned sex at birth. D.C. Code § 2-1401.02 (12A).

48. A “transaction in real property” is defined as “the exhibiting, listing, advertising, *negotiating*, agreeing to transfer or transferring, whether by sale, lease, sublease, rent, assignment *or other agreement*, any interest in real property or improvements thereon, including, but not limited to, leaseholds and other real chattels.” D.C. Code § 2-1401.02(30) (Emphasis added).

49. Following St. Luke’s unlawful denial of housing to Mr. Canada, Mr. Canada sought other comparable housing through Friendship Place. By seeking housing through Friendship Place from another partner of Friendship Place’s AimHire program, Mr. Canada sought an “interest in real property,” as that term is used in D.C. Code § 2-1401.02(30)—housing offered at any one of Friendship Place’s program partners’ facilities.

50. Upon information and belief, Friendship Place receives federal funding, local government funding, and/or private funding to place residents in housing through its program partners, including at St. Luke’s.

51. By failing to offer Mr. Canada housing run by a program partner of Friendship Place’s that was comparable to St. Luke’s after St. Luke’s denied housing to Mr. Canada, Defendant Friendship Place required different terms of him for a transaction in real property and

placed a condition or restriction in the terms or conditions of Mr. Canada's attempt to attain other housing through AimHire. This conduct violated the DCHRA, D.C. Code § 2-1402.21(a)(1), because Friendship Place failed to negotiate with its other program partners to obtain comparable housing for Mr. Canada as it does for non-transgender persons, solely on the basis of Mr. Canada's gender identity.

52. By reason of Defendant's unlawful discrimination in the terms and conditions of housing, in violation of District of Columbia law, Mr. Canada has suffered severe emotional distress and other attendant harms, including having to reside in overcrowded conditions at Adam's Place, endure an unhealthy diet while at the shelter, and undergo being mis-gendered by Adam's Place staff members on multiple occasions.

PRAYER FOR RELIEF

WHEREFORE Plaintiff, Seth Canada, respectfully requests that the Court:

- (a) Enter judgment declaring the Defendants' actions complained of herein to be in violation of the DCHRA, as amended, D.C. Code § 2-1402, *et seq.*;
- (b) Award Mr. Canada appropriate compensatory damages in an amount to be determined at trial;
- (c) Award reasonable attorneys' fees and costs in this action; and
- (d) Grant such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Superior Court Rules of Civil Procedure, Plaintiff Seth Canada demands a trial by jury of all issues so triable as of right.

Dated: October 16, 2020

Respectfully submitted,

/s/ Hannah Lieberman

Hannah Lieberman (D.C. Bar No. 336776)

(hannah_lieberman@washlaw.org)

Catherine Cone (D.C. Bar No. 1032267)

(catherine_cone@washlaw.org)

Brook Hill (D.C. Bar No. 1044120)

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Washington Lawyers' Committee For Civil

Rights And Urban Affairs

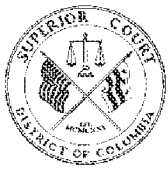
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Attorneys for Plaintiff



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 CIVIL DIVISION
 Civil Actions Branch
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 Telephone: (202) 879-1133 Website: www.dccourts.gov

Seth Canada

Plaintiff

vs.

Case Number 2020 CA 004384 B

National United Methodist Church

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 one (21) 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 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 seven (7) 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.

Brook Hill

Name of Plaintiff's Attorney

700 14th St NW Suite 400

Address

Washington, DC 20005

202-319-1000 (x 124)

Telephone

如需翻译,请打电话 (202) 879-4828

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

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

번역을 원하 시면, (202) 879-4828 로 전화주세요

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይያውቁ

Clerk of the Court



By _____

Deputy Clerk

Date _____

10/19/2020

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



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

Seth Canada

Plaintiff

vs.

Case Number _____

National United Methodist Church

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 one (21) 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 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 seven (7) 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.

Brook Hill

Clerk of the Court

Name of Plaintiff's Attorney

700 14th St NW Suite 400

Address

Washington, DC 20005

202-319-1000 (x 124)

Telephone

如需翻译,请打电话 (202) 879-4828

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

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

번역을 원하 시면, (202) 879-4828 로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይያውቁ

By _____

Deputy Clerk

Date

10/16/2020

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.

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SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

SETH CANADA

Vs.

C.A. No. 2020 CA 004384 B

NATIONAL UNITED METHODIST CHURCH et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“Super. Ct. Civ. R.”) 40-1, it is hereby **ORDERED** as follows:

(1) This case is assigned to the judge and 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.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing 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 hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled 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 Anita M. Josey-Herring

Case Assigned to: Judge KELLY A HIGASHI

Date: October 19, 2020

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, January 15, 2021

Location: Courtroom JM-4

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter 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."

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. D.C. Code § 16-2825 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. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver if in person if the Office is open for in-person visits.

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 people are required by D.C. Code § 16-2824 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.

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 unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Anita M. Josey-Herring

Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

Option 1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the **Audio Alternative**

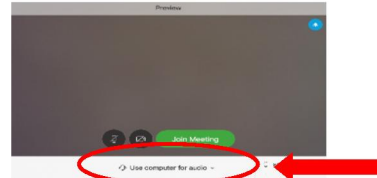
Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:
<https://dccourts.webex.com/meet/XXXXXXXX>

Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

AUDIO ALTERNATIVE: Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

For Technical Questions or issues Call: (202) 879-1928, Option #2

Superior Court of the District of Columbia
Public Access for Remote Court Hearings
(Effective August 24, 2020)

The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free). After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

Division	Courtroom	Types of Hearings Scheduled in Courtroom	Public Access via WebEx	
			WebEx Direct URL	WebEx Meeting ID
Auditor Master	206	Auditor Master Hearings	https://dccourts.webex.com/meet/ctbaudmaster	129 648 5606
Civil	100	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb100	129 846 4145
	205	Foreclosure Matters	https://dccourts.webex.com/meet/ctb205	129 814 7399
	212	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb212	129 440 9070
	214	Title 47 Tax Liens; and Foreclosure Hearings	https://dccourts.webex.com/meet/ctb214	129 942 2620
	219	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb219	129 315 2924
	221	Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb221	129 493 5162
	318	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb318	129 801 7169
	320	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dccourts.webex.com/meet/ctb320	129 226 9879

	400	Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes	https://dcourts.webex.com/meet/ctb400	129 339 7379
	415	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	https://dcourts.webex.com/meet/ctb415	129 314 3475
	516		https://dcourts.webex.com/meet/ctb516	129 776 4396
	517		https://dcourts.webex.com/meet/ctb517	129 911 6415
	518		https://dcourts.webex.com/meet/ctb518	129 685 3445
	519		https://dcourts.webex.com/meet/ctb519	129 705 0412
	JM-4		https://dcourts.webex.com/meet/ctbjm4	129 797 7557
	A-47	Housing Conditions Matters	https://dcourts.webex.com/meet/ctba47	129 906 2065
	B-52	Debt Collection and Landlord and Tenant Trials	https://dcourts.webex.com/meet/ctbb52	129 793 4102
	B-53	Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions	https://dcourts.webex.com/meet/ctbb53	129 913 3728
	B-109	Landlord and Tenant Matters	https://dcourts.webex.com/meet/ctbb109	129 127 9276
	B-119	Small Claims Hearings and Trials	https://dcourts.webex.com/meet/ctbb119	129 230 4882