

Appeal No. 22-CV-34



DISTRICT OF COLUMBIA COURT OF APPEALS

1814 INGLESIDE, LLC. *et al.*)
)
Appellants,)
)
v.) CAB577-21
)
SANTORINI CAPITAL, LLC,)
)
Appellee.)

Clerk of the Court
Received 09/14/2022 08:47 PM
Filed 09/14/2022 08:47 PM

AN APPEAL FROM THE SUPERIOR COURT OF THE
DISTRICT OF COLUMBIA
CIVIL DIVISION

**REPLY BRIEF OF APPELLANTS
1814 INGLESIDE, LLC and
CHRISTOPHER HARRISON**

/s/ Vanessa Carpenter Lourie

Vanessa Carpenter Lourie, #250068
4400 MacArthur Blvd., NW, Suite 205
Washington, D.C. 20007-2521
(202) 342-8000 (Office)
(202) 342-9000 (Facsimile)
vlourie@carpenterlourie.com
Counsel for Appellants
1814 INGLESIDE, LLC and
Christopher Harrison

TABLE OF CONTENTS

	<u>PAGES</u>
Table of Authorities.....,,,	ii
Argument.....,,,. .	1

TABLE OF AUTHORITIES

Page(s)

Cases

<u>Aderholdt v. Lewis,</u> 187 A.2d 488 (1963)	5
---	---

Statutes

18 U.S.C. § 2265 (d) (3)	9
18 U.S.C. § 2266 (5)	9

Appeal No. 22-CV-34

DISTRICT OF COLUMBIA COURT OF APPEALS

1814 INGLESIDE, LLC. <i>et al.</i>)	
)	
Appellants,)	
)	
v.)	CAB577-21
)	
SANTORINI CAPITAL, LLC,)	
)	
Appellee.)	

REPLY BRIEF OF APPELLANTS

INTRODUCTION

Appellee, Santorini Capital, LLC (hereinafter referred to as "Santorini"), filed its unverified Complaint for Breach of Contract on February 25, 2021. Santorini claimed that the Appellants, (hereinafter jointly referred to as "Ingleside"), were indebted to it in the sum of \$1,278,372.73. Attached to the Complaint as Exhibit C was a Notice of Default dated April 2, 2019 which claimed that Ingleside owed the sum of \$1,389,803.34, plus a daily default rate of \$964.47. Record at 6. There is no explanation for how Santorini arrived at the amount

claimed in the Complaint for a lesser amount twenty-two (22) months after the Notice of Default. Record at 6.

Santorini filed its Motion for Summary Judgment on November 1, 2021. Record at 46. In neither the Statement of Undisputed Facts, nor in the Affidavit executed under oath by Steven Snider on October 29, 2021 did Santorini apprise the Court of the amount due by Ingleside. As indicated in the opening Appellants' Brief, the only reference to the amount claimed is in the Proposed Order. In the Proposed Order Santorini claimed to be due \$1,373,717.45. This is the amount awarded by the trial court.

ARGUMENT

Despite forty-one (41) pages of argument in its Brief filed with this Court, Santorini has wholly failed to address the issue of the basis for the amount of the judgment. They solely focus on the fact of liability for the debt, which Ingleside never disputed. Ingleside asserted that Santorini failed

to comply with the Coronavirus Support Temporary Amendment Act of 2020 ("Act"), which established certain restrictions on assessments on mortgage loans.

Although Santorini submitted a copy of the original loan documents with its Complaint, it has never submitted a sworn affidavit of the amount due. It did not provide the trial court, and it did not provide this court, with any explanation as to how it arrived at the amount claimed. Even if the Act was not applicable at the time of the lawsuit, Santorini would still have been obligated to support its' claim with an itemization of the principal, interest, default penalties, and other charges on the loans. As a consequence, even if Santorini was entitled to pursue a claim for breach of contract and was entitled to judgment as to liability against Ingleside, it has not shown by acceptable means its measure of damages.

Santorini correctly states the requirements for asserting a claim for breach of contract on page 10 of its Brief. Santorini correctly includes the requirement that it was necessary to allege that there were damages caused by the breach. Santorini had to do more than allege damages. It was incumbent upon Santorini to provide the trial court with undisputed facts supported by either documentation, or an Affidavit, of the amount of the damages sustained.

Santorini also erroneously claimed that the trial court did not make any findings of fact. The finding of fact was the amount due which justified the judgment amount against Ingleside. The finding in favor of liability in favor of Santorini may have been a determination of the law, but the amount of the judgment was clearly a factual determination. The trial court had absolutely no basis for entering the award in an amount that was only included in a Proposed Order.

SCR-Civil 56(c) provides that "[a] party asserting that a fact cannot be or is genuinely disputed must support the assertion by: (A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials." Santorini completely failed to provide any support for the amount it claimed to be due on the loan. Every claim it made with respect to the amount due was different, and in not one instance did Santorini provide proof of the amount being claimed - not by document or by Affidavit.

The burden was on Santorini to establish the amount owed. Aderholdt v. Lewis, 187 A.2d 488 (1963). This they failed to do. Ingleside swore, under oath, that it made payments during the course of the litigation. Record at 48. Despite the disparity of the amounts being claimed to be due by Santorini,

and the absolutely failure to provide the court with any evidence as to how it arrived at the amount included in the Proposed Order, the trial court nonetheless entered judgment in that amount, and declined to reconsider its ruling.

Santorini essentially conceded that it did not comply with the Act in its opposition to the motion to dismiss. Santorini went so far as to state that it reserved the right to challenge the constitutionality of the Act, which of course, it never did. Record at 21, p. 5. Essentially, if the Act applied, and if Santorini failed to comply with the requirements, then its entire claim fails and the judgment should be reversed in total.

Respectfully submitted,

/s/ Vanessa Carpenter Lourie

Vanessa Carpenter Lourie, #250068
4400 MacArthur Blvd., NW, Suite 205
Washington, D.C. 20007-2521
(202) 342-8000 (Office)
(202) 342-9000 (Facsimile)
vlourie@carpenterlourie.com
Counsel for Appellants

Appeal No. 22-CV-34

DISTRICT OF COLUMBIA COURT OF APPEALS

1814 INGLESIDE, LLC. *et al.*,)
)
 Appellants,)
)
 v.) CAB577-21
)
SANTORINI CAPITAL, LLC,)
)
 Appellee.)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Reply Brief of Appellants, 1814 INGLESIDE, LLC and CHRISTOPHER HARRISON, was eServed on September 14, 2022 to:

Roger C. Simmons, Esquire
Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, Maryland 21702
rsimmons@gordonsimmons.com

/s/ Vanessa Carpenter Lourie

Vanessa Carpenter Lourie, Esquire
Counsel for Appellants
1814 INGLESIDE, LLC and
CHRISTOPHER HARRISON

District of Columbia Court of Appeals

REDACTION CERTIFICATE DISCLOSURE FORM

Pursuant to Administrative Order No. M-274-21 (filed June 17, 2021), this certificate must be filed in conjunction with all briefs submitted in all cases designated with a “CV” docketing number to include Civil I, Collections, Contracts, General Civil, Landlord and Tenant, Liens, Malpractice, Merit Personnel, Other Civil, Property, Real Property, Torts and Vehicle Cases.

I certify that I have reviewed the guidelines outlined in Administrative Order No. M-274-21 and Super. Ct. Civ. R. 5.2, and removed the following information from my brief:

1. All information listed in Super. Ct. Civ. R. 5.2(a); including:

- An individual’s social-security number
- Taxpayer-identification number
- Driver’s license or non-driver’s’ license identification card number
- Birth date
- The name of an individual known to be a minor
- Financial account numbers, except that a party or nonparty making the filing may include the following:

- (1) the acronym “SS#” where the individual’s social-security number would have been included;
- (2) the acronym “TID#” where the individual’s taxpayer-identification number would have been included;
- (3) the acronym “DL#” or “NDL#” where the individual’s driver’s license or non-driver’s license identification card number would have been included;
- (4) the year of the individual’s birth;
- (5) the minor’s initials; and
- (6) the last four digits of the financial-account number.

2. Any information revealing the identity of an individual receiving mental-health services.

3. Any information revealing the identity of an individual receiving or under evaluation for substance-use-disorder services.
4. Information about protection orders, restraining orders, and injunctions that “would be likely to publicly reveal the identity or location of the protected party,” 18 U.S.C. § 2265(d)(3) (prohibiting public disclosure on the internet of such information); *see also* 18 U.S.C. § 2266(5) (defining “protection order” to include, among other things, civil and criminal orders for the purpose of preventing violent or threatening acts, harassment, sexual violence, contact, communication, or proximity) (both provisions attached).
5. Any names of victims of sexual offenses except the brief may use initials when referring to victims of sexual offenses.
6. Any other information required by law to be kept confidential or protected from public disclosure.

Vanessa Carpenter Lourie

Signature

Vanessa Carpenter Lourie

Name

vlourie@carpenterlourie.com

Email Address

22-CV-34

Case Number(s)

September 14, 2022

Date