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IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

CORE GROUP, P.C.
1010 Wisconsin Avenue, N.W.
Suite 405
Washington, DC 20007,

Plaintiff,

v.

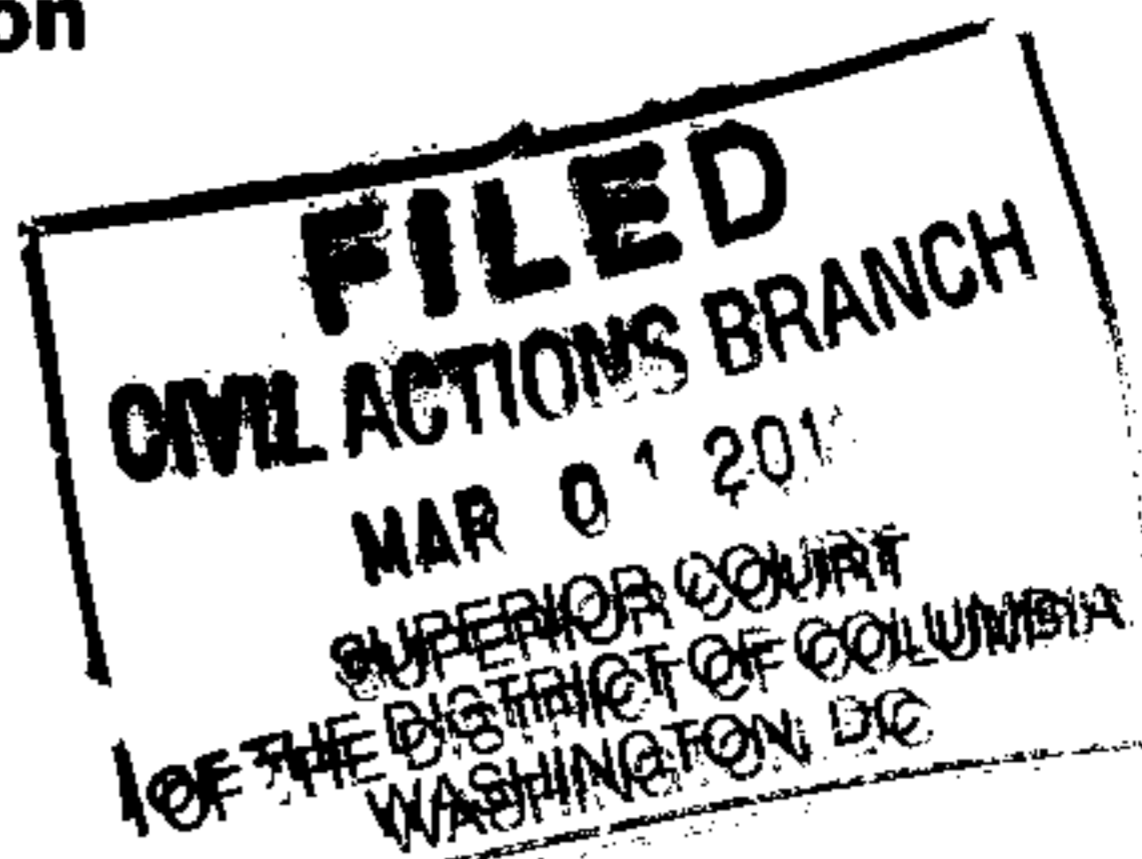
WHISK GROUP, LLC
6900 Wisconsin Avenue
Suite 700
Bethesda, MD 20815,

Serve: METROPOLITAN AGENTS, INC.
4120 HARRISON ST., N.W.
Washington, DC 20015

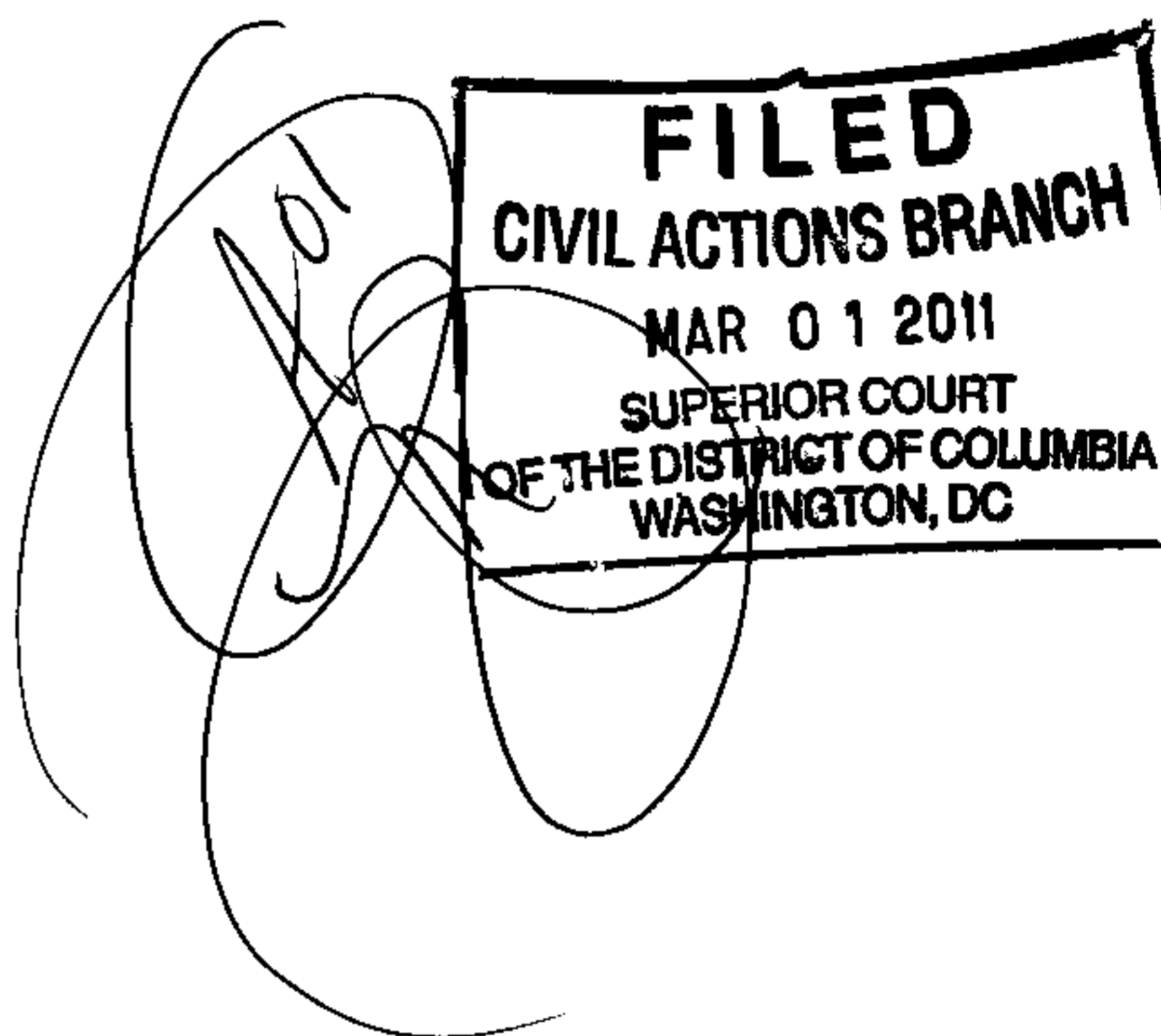
1099 K, LLC
6900 Wisconsin Avenue
Suite 700
Bethesda, MD 20815,

Serve: METROPOLITAN AGENTS, INC.
4120 HARRISON ST., N.W.
Washington, DC 20015

Defendants.



Case No.: 0001606-11



VERIFIED COMPLAINT
(Breach of Contract)

Plaintiff CORE Group, P.C., by and through its undersigned counsel, brings this complaint against Defendant Whisk Group, LLC, and Defendant 1099 K, LLC, for breach of contract, and in support thereof states as follows:

Parties

1. Plaintiff CORE Group, P.C. ("Plaintiff" or "CORE") is a District of Columbia professional corporation.

2. Upon information and belief, Defendant Whisk Group, LLC ("Whisk") is a Delaware limited liability company with its principal place of business located in Bethesda, MD.

3. Upon information and belief, Defendant 1099 K, LLC ("1099 K") is a District of Columbia limited liability company with its principal place of business located in Bethesda, MD.

Jurisdiction

4. This Court has jurisdiction of this matter and over these parties pursuant to D.C. Code § 11-921.

Facts

5. Plaintiff operates an architecture firm.

6. In 2009, Whisk and 1099 K retained CORE's services for the design of various commercial spaces in the Washington, DC Metropolitan area and elsewhere ("Services"). Whisk and 1009 K agreed to certain terms which were to govern each of the various projects ("Agreement"). A copy of the Agreement is attached as Exhibit 1.

7. Pursuant to the Agreement, Whisk and 1099 K are liable for interest on unpaid invoices at a monthly rate of 1.5%. Id. at 6.A. Whisk and 1099 K are also liable for attorneys' fees expended on collection efforts. Id. at 6.E.

8. For Services provided related to the site known as 901 K Street Bakery, Whisk owes an unpaid balance of \$59,249.77.

9. For Services provided related to the site known as 1801 K Street Bakery, Whisk owes an unpaid balance of \$28,258.20.

10. For Services provided related to the site known as 1 Kearney, San Francisco, Whisk owes an unpaid balance of \$23,517.44.

11. For Services provided related to the site known as Diamond District Seafood, Whisk owes an unpaid balance of \$16,896.88.

12. For Services provided related to the site known as 1099 New York Avenue, 1099 K owes an unpaid balance of \$9,019.92.

13. For Services provide related to the project known as Shirt Laundry, Italian Cinema, Whisk owes an unpaid balance of \$6,108.48.

14. The total balance owed by Whisk to CORE as of February 3, 2011, including interest, is \$125,987.92.

15. The total balance owed by 1099 K to CORE as of February 3, 2011, including interest, is \$9,019.92.

COUNT I
(Breach of Contract against Whisk and 1099 K)

16. Plaintiff repeats and incorporates by reference Paragraphs 1 through 15 by reference.

17. Whisk and 1099 K are each contractually obligated to CORE under the terms of the Agreement.

18. CORE performed its contractual duties, but has not been paid for its Services.

19. Whisk and 1099 K breached the Agreement by failing to pay for Services rendered.

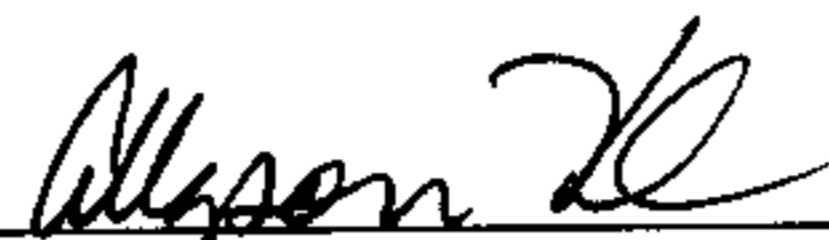
20. Although CORE has demanded payment under the terms of the Agreement, Whisk and 1099 K have refused to pay.

21. As a result of Whisk's breach, Plaintiff sustained monetary damages in the amount of \$125,987.92.

22. As a result of 1099 K's breach, Plaintiff sustained monetary damages in the amount of \$9,010.92.

WHEREFORE, Plaintiff CORE Group, P.C. respectfully requests that the Court (i) enter judgment in favor of Plaintiff and against Defendant Whisk Group, LLC, in the amount of \$125,987.92 (the sum contractually due) plus its reasonable attorney's fees and costs; (ii) enter judgment in favor of Plaintiff and against Defendant 1099 K, LLC, in the amount of \$9,019.92 (the sum contractually due) plus its reasonable attorneys' fees and costs; and (iii) grant Plaintiff such other and further relief as the Court deems just and appropriate.

Respectfully submitted,
Jackson & Campbell, P.C.



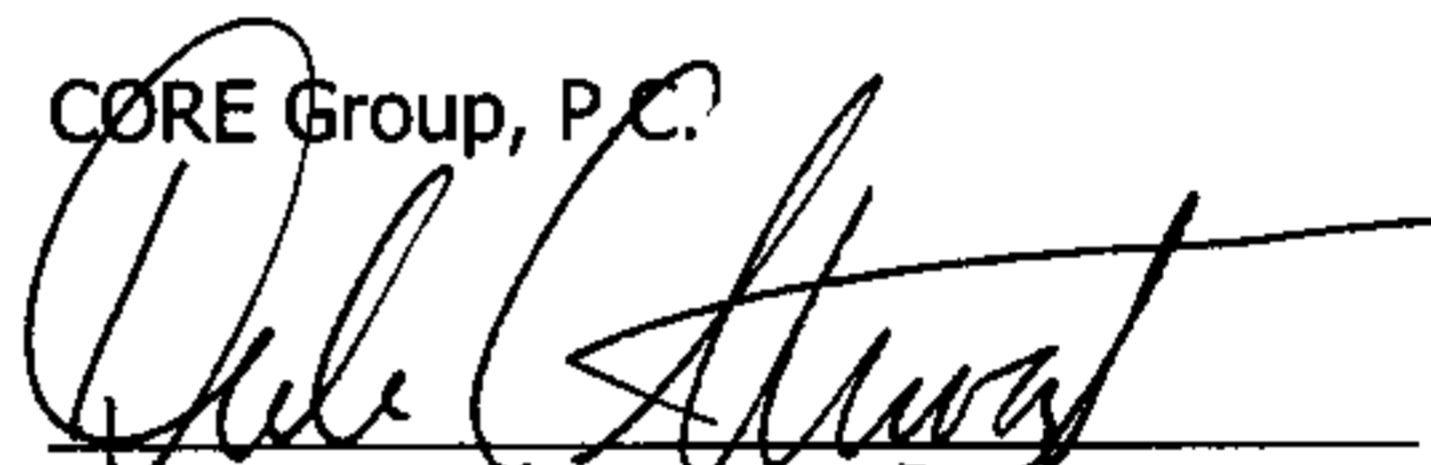
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Washington, DC 20036
Telephone: (202) 457-1600
Facsimile: (202) 457-1678
Email: ascanlan@jackscamp.com
akitchel@jackscamp.com

Counsel for Plaintiff CORE Group, PC

VERIFICATION:

I declare under penalty of perjury that the facts alleged in the Verified Complaint are true and correct and are matters within my personal knowledge. I am the Managing Principal of CORE Group, P.C. and am authorized to make this verification.

CORE Group, P.C.



By:

Dale A. Stewart, Managing Principal

EXHIBIT 1

STANDARD TERMS AND CONDITIONS OF AGREEMENT

CORE Group, P.C. – January 2009

1. VALIDITY AND EFFECT

This proposal is valid for 30 days. In the event the Owner asks Core Group, P.C. (CORE) and its employees and/or consultants and their respective representatives and agents (herein defined as the "Architect") to begin work before executing this Agreement, the Owner agrees that the terms contained herein shall constitute the contract between the Parties.

2. OWNER'S RESPONSIBILITY

- A. The Owner shall provide full information regarding program and budget requirements and all physical information about the site and/or building and Architect shall be entitled to rely on the accuracy and completeness thereof.
- B. The Owner shall render approvals and decisions promptly and as necessary for the orderly progress of the Architect's services and in keeping with the mutually acceptable schedule.
- C. The Owner shall obtain at Owner's cost all required soil studies, land surveys, other tests, inspections and analyses or other information and materials for use by Architect if required.
- D. The Owner agrees to credit Architect in publicity involving the project design.
- E. Sites selected by the Owner are assumed to be adequate for the intended project. Site evaluation and selection services will be done at the Owner's request as additional services.
- F. Architect is entitled to rely on the accuracy and completeness of any information, materials, data, tests or inspections provided by Owner. Owner agrees to indemnify, defend, and hold Architect harmless from any losses, damages, and claims of any nature which may arise out of or in connection with Architect's or its consultants' use of such information, materials, data, tests or inspections prepared by Owner or others and furnished to Architect in connection with this Project.
- G. If Owner or Contractor becomes aware of any discrepancies, errors, or omissions in the Contract Documents, or of any unanticipated job or site conditions, or of any fault or defect in the project or nonconformance with the design documents, or any proposed field revisions, prompt written notice thereof shall be given by Owner to Architect.
- H. The Owner shall, at the request of the Architect, furnish to the Architect reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- I. Owner has the responsibility for the cost of construction.

3. CONTRACTOR'S RESPONSIBILITIES

Architect shall be responsible only for the design shown in Architect's Documents. Owner shall specifically hold Architect harmless from any and all claims or damages arising from or relating to the Contractor's failure to properly perform the work. Furthermore, Architect shall not be responsible for or have control over the means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole responsibility of the Contractor.

4. CONSTRUCTION COST

The Architect will cooperate with the Owner's professional cost estimator.

5. CONSTRUCTION ADMINISTRATION SERVICES

- A. If Architect is required to assist Owner in bidding or in determining whether cause exists to terminate a contractor, pursuant to the terms of this Agreement or the construction contract, then Owner agrees to indemnify, defend and hold Architect harmless from any and all losses, damages and claims of any nature, which may in any way arise out of Architect's rendering of good faith advice to Owner on these topics.
- B. Architect's visits to the construction site shall be for the sole purpose of becoming generally familiar with the progress and quality of the construction work within Architect's scope and to determine in general if the work, when completed, will be in accordance with the Contract Documents.

6. BASIS OF COMPENSATION

- A. For Basic Services, compensation shall be based on the Outline of Services plus Reimbursable Expenses.
- B. For Additional Services (if required), or hourly projects, compensation shall be computed on an hourly basis plus Reimbursable Expenses per the rate schedule in Outline of Services.

C. The above hourly rate schedule may be escalated on an annual basis.

D. Payment on account of fees for Services and Reimbursable Expenses shall be made monthly for services rendered or expenses incurred. Payment shall be due within 30 days of the date of the invoice. Payment due the Architect and unpaid under the Agreement shall bear interest from thirty (30) days after the date of Invoice at 1.5% per month.

E. In the event the Architect employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, Owner agrees to pay reasonable attorney's fees and costs incurred by the Architect.

F. If the Scope of the Project or of the Architect's Services is changed materially, the amount of total compensation shall be equitably adjusted.

7. REIMBURSABLE EXPENSES

A. Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include expenses incurred by the Architect in the interest of the Project, including but not limited to, the following:

1) Expenses of transportation in connection with the Project (air travel over 4 hours shall be booked in business class); living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project.

2) Expense of consultants, reproductions, postage and handling of Drawings, Specifications, and other documents, including reproductions for the office use of the Architect, photo copies, faxes, photography, messenger service, long distance telephone calls, travel and meals, supplies, and renderings and models.

3) If authorized by the Owner, expense of overtime work requiring higher than regular rates.

B. Reimbursable expenses shall be billed at one point one (1.1) times the amount billed to the Architect.

8. SUSPENSION OR TERMINATION

A. This agreement may be terminated by either party upon seven (7) days written notice.

B. In the event Architect does not receive payment when due, Architect may terminate or suspend services without breach of contract upon giving Owner seven (7) days written notice. In the event services are terminated or suspended, Architect has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of Owner. Architect shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due.

C. If the Project is resumed, after being suspended for more than three (3) months, and should the Architect agree to resume performance of service, the Architect's compensation shall be equitably adjusted.

D. Owner has the obligation to return all documents if Owner is in default under this Agreement or services have been terminated.

E. Failure of Owner to make payments to Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Architect to either suspend or terminate services.

9. OWNERSHIP OF DOCUMENTS

A. Drawings, sketches, electronic files, data and specifications prepared by Architect are Instruments of Service and remain the property of the Architect whether the Project for which they are prepared is executed or not. The Architect retains all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. They may not be used, in whole or in part, on other projects or to complete this project without Architect, except by written agreement of the Architect and with appropriate compensation to the Architect.

B. Provided Owner is not in default under this Agreement, Owner may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However, such documents are not intended or represented to be suitable for use by Owner or others on extensions of the Project, for completion or implementation of the Project by others, or any other project.

C. Owner agrees to hold harmless and indemnify Architect from and against all claims, liabilities, losses, damages and costs, including attorney's fees, arising out of or connected with the conversion, modification, misinterpretation, misuse, or reuse by others of the Instruments of Service provided by Architect under this Agreement.

10. DISPUTE RESOLUTION

A. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be submitted to mediation as a condition precedent to litigation. Any mediation shall be held in the District of Columbia in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise.

B. All claims, disputes or other matters in question arising out of this Agreement, not settled by mediation shall be determined by the Superior Court of the District of Columbia or Federal court located in the District of Columbia which has jurisdiction over this matter. Both parties consent to personal jurisdiction and venue in courts located in the District of Columbia.

C. Owner and Architect specifically waive their right to a jury trial to resolve any and all claims against the other arising out of or connected in anyway to the project or this agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

D. This Agreement shall be governed by the laws of the District of Columbia.

E. Any and all claims and/or causes of action between the parties arising out of or related to this agreement shall be brought by either party within two (2) years of substantial completion of the project or termination of this agreement, whichever is sooner.

F. No deduction shall be made from Architect's compensation on account of claims, disputes and other matters in question between the parties of this Agreement.

11. SUCCESSOR AND ASSIGNS

A. This Agreement shall be binding upon the Owner and its successors and assigns and upon the Architect and its successors and assigns. Neither party shall assign its interests in, or claim related to this Agreement or the services of Architect without the written consent of the other. If any such assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.

12. STANDARD OF CARE

A. Architect will perform services under this Agreement consistent with that level of care and skill ordinarily exercised by members of Architect's and its consultants' profession, practicing under similar circumstances in the same or similar locality in the same period of time. No guarantees or warranties are included or intended in this Agreement or in any representation, opinion or otherwise of Architect. This representation and warranty are in lieu of all other warranties and representations, either express or implied.

B. Notwithstanding our compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required in order to correct errors and omissions in the Architect's documents. The Owner agrees to establish with our assistance, a contingency fund to cover the reasonably anticipated cost of such changes and adjustments. Such changes will not be indicative of negligence on the part of the Architect.

13. GENERAL

A. Services made necessary by the default or termination of the contractor or construction manager, by defects or deficiencies in the work of a contractor, or by failure of performance by a contractor under a contract for construction are to be treated as additional services to the basic scope of work.

B. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by Architect to any Contractor, subcontractor, supplier, or other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than Owner and Architect.

C. There is no Owner requirement that documents be produced by any specific means or methodology or that documents be submitted in a specific electronic format(s). At Architect's discretion, drawings may be hand drawn, produced with Computer Aided Design technology or a combination as needed to execute the project.

D. This project is being designed and documented under applicable governing codes as of the date of this proposal. Those codes are assumed to be valid throughout the project. Changes to the design or project documents necessitated by revisions or changes to those codes are additional services.

14. CERTIFICATE OF MERIT

Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction which the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the applicable standard of care; and c) states in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

15. ACCESS TO THE SITE

The Architect shall have access to the project site at all reasonable hours and shall be permitted to photograph the project during construction and upon completion for its records and future use.

16. HAZARDOUS MATERIALS

Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

17. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Architect, in the performance of the services, uncovers a hidden condition, Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Architect shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

18. BETTERMENT

If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would not have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

19. LIMITATIONS OF LIABILITY

A. There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services in Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the Owner agrees to limit, under any and all theories of liability, the total liability of the Architect, and its agents to the Owner and to all contractors and subcontractors on the project, due to the Architect's negligent acts, errors, or omissions, such that the total aggregate liability of the Architect to all those named shall not exceed the amount paid to the Architect only, not including consultants, for Basic Services under this Agreement.

B. No owner, director, officer, employee, representative, or agent of Architect shall have any individual professional liability to the Owner.

C. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. The limits of liability may be negotiated with appropriate compensation to Architect. Each party waives consequential damages for claims, disputes or other matters in question arising out of relating to this Agreement.

20. INSURANCE

Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located for the duration of the Agreement and construction of the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damages notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

21. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Architect and supersedes all other Agreements written and oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

