

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION

**JUDY DAVIS, et al.,**  
**Plaintiffs,**

**v.**

**RIDGE ROOFING, LLC, et al.,**  
**Defendants.**

**2020 CA 000182 B**

**Judge Yvonne Williams**

**ORDER GRANTING MOTION TO DISMISS**

Before the Court is Defendant Ridge Roofing, LLC's ("Ridge Roofing") Motion to Dismiss, filed on March 6, 2020. On March 20, 2020, Plaintiffs Judy Davis and Brian Davis filed their Opposition. Ridge Roofing filed its Reply on March 22, 2020. For the following reasons, the Motion shall be **GRANTED**.

**I. BACKGROUND**

Plaintiff Judy Davis owns 1825 41<sup>st</sup> Place SE, Washington, D.C. 20020 (the "Property"). Compl. ¶ 10. In 2018, Ms. Davis decided to renovate the Property after leasing it to tenants from 1986 to 2017. *Id.* ¶¶ 10-13. Ms. Davis hired Ridge Roofing to complete the renovations for \$110,000. *Id.* ¶¶ 20-25. Ms. Davis and Ridge Roofing entered into the contract (the "Contract") on November 18, 2018. *Id.* ¶ 27. The Contract provided that the work would be completed in phases, and Defendant William Marshall informed Ms. Davis that the Contract price of \$110,000 included all labor and materials. *Id.* ¶¶ 28-31. Ms. Davis issued the first payment in the amount of \$33,350 on November 19, 2018. *Id.* ¶¶ 32-34.

Ridge Roofing began demolition immediately after receiving the first payment. *Id.* ¶ 36. Ridge Roofing partially removed the kitchen, the kitchen ceiling, living room, the living room ceiling, and the second-floor bathroom. *Id.* ¶ 37. After this partial demolition, Ridge Roofing

stopped worked on the renovation. *Id.* ¶ 38. Mr. Marshall told Ms. Davis to pay her second installment of \$33,350 for work to continue. *Id.* ¶ 44. On February 5, 2019, Ms. Davis issued two checks of \$16,750 for the second installment. *Id.* ¶ 45. Around mid-March 2019, Ridge Roofing resumed work on Ms. Davis’s home. *Id.* ¶ 46. Around the same time, Ms. Davis’s son, Brian Davis, went to the Property to do a walk through and noticed no additional work had been completed and the house was torn apart. *Id.* ¶ 48. Aside from the partial demolition, none of the other work specified in the Contract was performed. *Id.* ¶¶ 50-51.

Based on their failure to perform the work, Ms. Davis filed this lawsuit (the “Complaint”) against Defendants, alleging breach of contract. On March 6, 2020, Ridge Roofing filed its Motion to Dismiss, arguing that Mr. Marshall should be dismissed because the Complaint fails to state a cause of action against him, and that Mr. Davis lacks standing to bring any claim against Defendants. On March 20, 2020, Mr. Davis and Ms. Davis filed their Opposition. On March 22, 2020, Ridge Roofing filed its Reply.

## **II. LEGAL STANDARD**

A complaint should be dismissed under Rule 12(b)(6) if it does not satisfy the requirement of Rule 8(a) that a pleading contain a “short and plain statement of the claim showing that the pleader is entitled to relief.”

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Potomac Development Corp. v. District of Columbia*, 28 A.3d 531, 544 (D.C. 2011) (quotation and citations omitted). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (quotation and citations omitted). “Where a complaint pleads facts that are merely consistent

with a defendant's liability, it stops short of the line between possibility and plausibility of entitlement to relief." *Id.* (quotation and citation omitted). "To satisfy Rule 8(a), plaintiffs must nudge their claims across the line from conceivable to plausible." *Tingling-Clemons v. District of Columbia*, 133 A.3d 241, 246 (D.C. 2016) (quotation and citation omitted).

"A complaint should not be dismissed because a court does not believe that a plaintiff will prevail on its claim; indeed, it may appear on the face of the pleadings that a recovery is very remote and unlikely but that is not the test." *Carlyle Investment Management, LLC v. Ace American Insurance Co.*, 131 A.3d 886, 894 (D.C. 2016) (quotations, brackets, and citations omitted). In addition, the Court should "draw all inferences from the factual allegations of the complaint in the plaintiff's favor." *Id.* (quotations and citations omitted). However, legal conclusions "are not entitled to the assumption of truth," *Potomac Development Corp.*, 28 A.3d at 544 (quotation and citation omitted), so "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." *Sundberg v. TTR Realty, LLC*, 109 A.3d 1123, 1128-29 (D.C. 2015) (quotation omitted). The "complaint must plead factual content that allows the court to draw the reasonable inference that defendant is liable for the misconduct alleged." *Poola v. Howard University*, 147 A.3d 267, 276 (D.C. 2016) (quotation omitted).

### **III. DISCUSSION**

Drawing all inferences in Mr. Davis and Ms. Davis's favor as the nonmoving parties, the Court now directs its attention to the underlying merits of the Motion to Dismiss.

#### **A. CLAIMS AGAINST MR. MARSHALL**

Ridge Roofing moves for dismissal of Mr. Marshall because he is a member of the limited liability corporation and cannot be held personally liable for the company's debts and

obligations. Pursuant to D.C. Code § 29-803.04, “the debts, obligations or other liabilities. . . shall not become the debts obligations or other liabilities of a member or manager solely by reason of the member acting as a member.”

Ms. Davis alleges that she entered into the Contract with Ridge Roofing, a limited liability company; she does not address Mr. Marshall’s relationship to Ridge Roofing. *See* Compl. ¶ 3, ¶ 37. She also does not include any factual allegations that could support an inference of piercing the corporate veil or wrong-doing such that Mr. Marshall could be held personally liable. Rather, she argues that she entered into the Contract with Mr. Marshall. Ridge Roofing is the only party to the Contract. Even drawing all inferences in her favor as the nonmoving party, there are no factual allegations in the Complaint that could support holding Mr. Marshall personally liable. As such, Mr. Marshall shall be dismissed from the Complaint from this matter.

#### **B. MR. DAVIS’S STANDING**

Ridge Roofing also seeks dismissal of Brian Davis as a party because he does not have standing to bring any claims against Ridge Roofing. To constitutionally bring a claim against a defendant, a plaintiff must have an injury in fact that is causally related to the conduct of the defendant. *See Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992)(establishing the three-pronged analysis for standing under Article III of the United States Constitution). The Complaint alleges that Ms. Davis purchased the Property in 1978, rented it between 1986 to 2017, and hired the Defendants to renovate the Property. Compl. ¶¶ 10-13. Mr. Davis is her son, not a party to the Contract, and does not live in the Property. For these reasons, Mr. Davis has failed to allege an injury in fact that causally related to the conduct of Ridge Roofing. In addition, Ms. Davis and

Mr. Davis failed to address this argument in their Opposition, and as such, has conceded it. Therefore, Mr. Davis shall be dismissed for lack of standing.

#### IV. CONCLUSION

Drawing all inferences in favor of Mr. Davis and Ms. Davis, the Court concludes that Ridge Roofing's Motion to Dismiss is **GRANTED**.

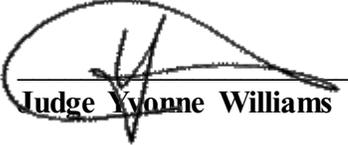
Accordingly, it is on this 24<sup>th</sup> day of April 2020, hereby,

**ORDERED** that the Motion to Dismiss shall be **GRANTED**; and it is further

**ORDERED** that Mr. Marshall shall be **DISMISSED WITHOUT PREJUDICE** from this matter; and it is further

**ORDERED** that Mr. Davis shall be **DISMISSED WITH PREJUDICE** from this matter.

**IT IS SO ORDERED.**



Judge Yvonne Williams

Date: April 24, 2020

Copies to:

Charles Tucker, Jr.  
*Counsel for Plaintiff*

Albert Wilson, Jr.  
*Counsel for Defendant*  
*Ridge Roofing, LLC*