



OFFICIAL RECEIPT
ALEXANDRIA GEN DISTRICT COURT
MISCELLANEOUS

DATE : 12/08/2025

TIME : 15:42:39

CASE # : 510GGM250000047

RECEIPT # : 25000007170

TRANSACTION # : 25120800029

CASHIER : CEC

REGISTER # : D322

TYPE : FULL PAYMENT

ACCOUNT OF : BUTLER-EL, LAMONT

RECEIVED OF : BUTLER-EL, LAMONT

CASH : \$20.00

DESCRIPTION 1 : COPIES OF PLAINTIFF FILING GV22-6109

| ACCOUNT CODE | DESCRIPTION | PAID |
|-----------------|-------------|---------|
| 131 | PHOTOCOPIES | \$20.00 |

TENDERED : \$ 20.00

AMOUNT PAID : \$ 20.00

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC
D/B/A RESIDENCE INN BY MARRIOTT,
ALEXANDRIA OLD TOWN SOUTH
c/o Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, 12th Floor
Washington, DC 20006

Plaintiff,

v.

LAMONT BUTLER-EL
ROOM 1007
RESIDENCE INN BY MARRIOTT, ALEXANDRIA)
OLD TOWN SOUTH
2345 Mill Road
Alexandria, VA 22314

Defendant,

Case No.: Gv22-6109
Return Date: January 27, 2023
Return Time: 1:30 p.m.

ALEXANDRIA GENERAL DISTRICT COURT
A TRUE COPY:
Authenticated and certified from
the official records preserved in
this court.
By: Marion W. Jackson, Clerk
Date: 12.8.25 Deputy Clerk

PLAINTIFF'S BILL OF PARTICULARS

MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Plaintiff"), through its undersigned counsel, hereby files this Bill of Particulars for breach of contract, breach of lease/rental agreement, and recovery of possession and damages, and in support thereof states as follows:

1. Defendant checked into a room at the Residence Inn located at 2345 Mill Road, Alexandria, VA 22314 on or about February 24, 2021, and Defendant is still residing in Room 1007, 2345 Mill Road, Alexandria, VA 22314 (the "Dwelling").
2. Virginia Code § 55.1-1204 and § 55.1-1253 govern the terms and conditions of the agreement between Plaintiff and Defendant for the rental of the Dwelling (the "Rental Agreement").

3. Under the Rental Agreement, Defendant is required to pay rent at the applicable rate and the occupancy sales taxes at the applicable rate on the first day of each month (the "Rent").

4. Defendant failed to pay the Rent owed when it became due on multiple occasions, including but not limited to August 1, 2022, and therefore, Defendant breached the Rental Agreement and is in default.

5. Plaintiff sent the required five (5) day notice to quit to Defendant (the "Notice to Quit dated December 6, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice to Quit dated December 6, 2022 is attached hereto as Exhibit 1.

6. Defendant failed to pay the Rent that was owed within five (5) days of the Notice to Quit dated December 6, 2022, or at any time thereafter.

7. Plaintiff sent written notice of termination of the Rental Agreement to Defendant (the "Notice of Termination dated December 21, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice of Termination dated December 21, 2022, is attached hereto as Exhibit 2.

8. Defendant has not yet vacated the Dwelling.

9. The amount owed for the time period of August 2022 through December 2022 is twenty-one thousand five hundred fifty-nine and 81/100 dollars (\$21,559.81) in Rent.

10. Defendant also made purchases from the Residence Inn's Market on or about June 15, 2021; July 24, 2021; July 29, 2021; March 15, 2022; June 28, 2022; June 29, 2022; July 5, 2022; July 7, 2022; July 8, 2022; July 10, 2022; and September 19, 2022 in the total amount of one hundred three and 20/100 dollars (\$103.20) (the "Market Charges"). Defendant also purchased data service on or about September 5, 2022 in the amount of ten and 59/100 dollars

(\$10.59) (the "Data Service Charge"). These amounts were charged to the account associated with the Dwelling. Defendant is required to pay these amounts and he has failed to do so.

11. A true and accurate copy of the statement of account for Tenant containing the delinquent rent through December 31, 2022, the Market Charges, and the Data Service Charge, is attached hereto as Exhibit 3.

12. Pursuant to Virginia Code § 6.2-302, Plaintiff is also entitled to interest at the rate of 6% from the date the sums were due until paid.

13. Pursuant to Virginia Code § 55.1-1245(F) and § 55.1-1253(b), Plaintiff is entitled to reasonable attorneys' fees and court costs. Plaintiff will present evidence of its court costs and reasonable attorneys' fees at the trial of this matter.

14. As a direct and proximate result of Defendant's breach of the Rental Agreement and default, Plaintiff has suffered damages in the total amount of twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) for unpaid Rent, the Market Charges and the Data Service Charge, plus interest, court costs and reasonable attorneys' fees, and Plaintiff is entitled to recover the full amount of its damages from Tenant

15. Rent is continuing to accrue at the rate of one hundred fifty and 25/100 (\$150.25) per day, and Plaintiff requests judgment for all amounts due as of the date of the hearing in this matter.

17. Pursuant to Virginia Code § 8.01-28, an authorized representative of Plaintiff signed the affidavit attached hereto as Exhibit 4, which is incorporated herein by this reference.

WHEREFORE, Plaintiff demands judgment against Defendant for possession of the Dwelling and judgment against Defendant for damages in an amount not less than twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) as set forth above, plus rent accruing

after December 31, 2022, plus prejudgment and post-judgment interest on all sums recoverable at the rate of 6% from the date the sums were due until paid, plus Plaintiff's fees and costs of this action, including an award of Plaintiff's court costs and reasonable attorneys' fees.

Respectfully submitted,

**ECKERT SEAMANS CHERIN
& MELLOTT, LLC**

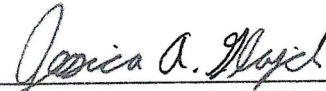
By: 
Edward J. Longosz, II (VSB#39411)
Jessica Glajch (VSB#83924)
1717 Pennsylvania Avenue, NW, 12th Floor
Washington, DC 20006
Tel: (202) 659-6600
Fax: (202) 659-6699
elongosz@eckertseamans.com
jglajch@eckertseamans.com
*Attorneys for MHF Alexandria Operating V
LLC d/b/a Residence Inn by Marriott,
Alexandria Old Town South*

EXHIBIT 1



Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, D.C. 20006

TEL 202 659 6600
FAX 202 659 6699
www.eckertseamans.com

Jessica A. Glajch, Esq.
Direct Dial No.: (202) 659-6672
jglajch@eckertseamans.com

December 6, 2022

Via U.S. Mail and
Certified Mail, Return Receipt Requested

Lamont Butler-El
Room 1007
Residence Inn by Marriott, Alexandria
Old Town South
2345 Mill Road
Alexandria, VA 22314

Charles County Detention Center
Lamont Butler-El
POB 1690
La Plata, MD 20646

VIRGINIA FIVE (5) DAY NOTICE TO QUIT
(NON-PAYMENT)
Notice of Default – Failure to Pay Rent

Dear Mr. Butler-El:

Please be advised that this firm is counsel to your landlord, the Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Landlord") in connection with the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007 2345 Mill Road, Alexandria, VA 22314. In accordance with Section 55.1-1245 of the Code of Virginia, you are hereby notified that you are **in default in the payment of rent as described below.**

Rent for the period: **August 2022-November 2022.**
Total rent owed: \$17,227.30
Total amount due: \$17,227.30

We hereby demand you pay the above balance within five (5) days of the date this notice was mailed. If you fail to pay the full amount due to Landlord within five (5) days of the date this notice was mailed, you may be subject to immediate institution of eviction proceedings. You may then be liable for additional court costs and reasonable attorney fees. The full amount above must be paid to the Residence Inn by Marriott, Alexandria Old Town South, 2345 Mill Road, Alexandria, VA 22314 by December 11, 2022.

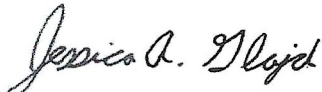
If the rent owed is not paid within five (5) days, Landlord has the right to terminate your rental agreement and regain possession of the property. If your rental agreement is terminated and you are evicted, Virginia law (Section 55.1-1251) gives Landlord a claim for damages for breach of your lease.

The above description of the amount outstanding shall not constitute a waiver of Landlord's right to make claim for additional amounts owed under the rental agreement. Further, nothing herein shall be deemed to be a waiver or relinquishment of any of Landlord's rights under the rental agreement and/or under applicable law, all of which rights are herein expressly reserved.

The telephone number and website address for the statewide LEGAL AID are as follows: 1-866-534-5243 or VaLegalAid.org

Demand is hereby made that you produce this Notice at the trial of any action between the parties.

Very Truly Yours,



Jessica A. Glajch
Counsel for Residence Inn by Marriott, Alexandria Old Town South

JAG

CERTIFICATE OF SERVICE

In accordance with Section 55.1-1245 of the Code of Virginia, I hereby certify that a true and correct copy of the foregoing was sent via U.S. mail, postage prepaid, and certified mail, return receipt requested, this 6th day of December 2022 to the following:

Lamont Butler-El
Room 1007
Residence Inn by Marriott, Alexandria Old Town South
2345 Mill Road
Alexandria, VA 22314

Charles County Detention Center
Lamont Butler-El
POB 1690
La Plata, MD 20646



Jessica A. Glajch

EXHIBIT 2



Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, D.C. 20006

TEL 202 659 6600
FAX 202 659 6699
www.eckertseamans.com

Jessica A. Glajch, Esq.
Direct Dial No.: (202) 659-6672
jglajch@eckertseamans.com

December 21, 2022

Via U.S. Mail and Certified Mail, Return Receipt Requested

Lamont Butler-El
Room 1007
Residence Inn by Marriott, Alexandria
Old Town South
2345 Mill Road
Alexandria, VA 22314

Charles County Detention Center
Lamont Butler-El
POB 1690
La Plata, MD 20646

NOTICE OF TERMINATION

Dear Mr. Butler-El:

Please be advised that this firm is counsel to your landlord, the Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Landlord") in connection with the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007, 2345 Mill Road, Alexandria, VA 22314.

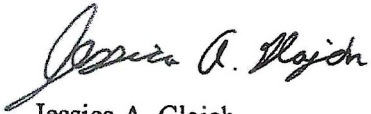
You have failed to pay the overdue amount set forth in our prior Notice dated December 6, 2022 within five (5) days. Based upon this failure to pay the amount owed, Landlord is terminating your rental agreement and will be instituting eviction proceedings. Demand is made that you vacate and quit the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007, 2345 Mill Road, Alexandria, VA 22314.

At present, the sum of \$21,559.81 in rent and \$113.00 in other charges for a total of \$21,673.60 is outstanding. Any payments made by you shall be accepted with reservation, for use and occupancy only, without waiving this termination, reinstating any rental agreement, or creating a new tenancy. Nothing herein shall be deemed to be a waiver or relinquishment of any of Landlord's rights under the rental agreement and/or under applicable law, all of which rights are herein expressly reserved.

The telephone number and website address for the statewide LEGAL AID are as follows: 1-866-534-5243 or VaLegalAid.org

Demand is hereby made that you produce this Notice at the trial of any action between the parties.

Very Truly Yours,



Jessica A. Glajch
Counsel for Residence Inn by Marriott, Alexandria Old Town South

JAG

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing sent via U.S. mail, postage prepaid, and certified mail, return receipt requested, this 21st day of December 2022 to the following:

Lamont Butler-El
Room 1007
Residence Inn by Marriott, Alexandria Old Town South
2345 Mill Road
Alexandria, VA 22314

Charles County Detention Center
Lamont Butler-El
POB 1690
La Plata, MD 20646

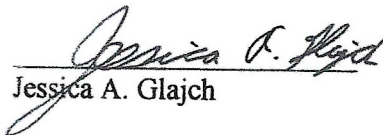

Jessica A. Glajch

EXHIBIT 3

| | | | | | | |
|---|---------------------|-----------|----------------------|---------------|----------------------|--------------|
| MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South | | | | | | |
| Lamont Butler-El | | | | | | |
| Room 1007 | | | | | | |
| Account Ledger | | | | | | |
| Date | 2/24/21 - 5/24/21 | | | | Total Room & Tax Due | |
| | | | | No. of Nights | | |
| | Base Rate | | | \$ 109.00 | 90 | |
| | City Tax | | | \$ 9.27 | | |
| | State Occupancy Tax | | | \$ 6.54 | | |
| | Occupancy Sales Tax | | | \$ 1.25 | | |
| | | | | | | \$ 11,345.40 |
| | Other Charge | | | | | |
| | | 2/28/2021 | Parking | \$ 15.00 | | |
| | Room Charge Rebate | | | | | |
| | | 3/5/2021 | | | | \$ (250.86) |
| Payment | | | | | | |
| | 3/5/2021 | VISA | | \$ 1,134.54 | | |
| | 3/5/2021 | VISA | | \$ 15.00 | | |
| | 3/12/2021 | VISA | | \$ 631.56 | | |
| | 3/19/2021 | VISA | | \$ 882.42 | | |
| | 3/25/2021 | CASH | | \$ 882.42 | | |
| | 4/2/2021 | CASH | | \$ 882.42 | | |
| | 4/9/2021 | CASH | | \$ 882.42 | | |
| | 4/16/2021 | VISA | | \$ 882.42 | | |
| | 4/23/2021 | VISA | | \$ 882.42 | | |
| | 4/30/2021 | VISA | | \$ 882.42 | | |
| | 5/7/2021 | VISA | | \$ 882.42 | | |
| | 5/17/2021 | VISA | | \$ 82.42 | | |
| | 5/17/2021 | CASH | | \$ 800.00 | | |
| | 5/21/2021 | VISA | | \$ 882.42 | | |
| TOTAL | | | | \$ 10,590.30 | | |
| Date | 5/25/21 - 8/20/21 | | | | Total Room & Tax Due | |
| | | | | No. of Nights | | |
| | Base Rate | | | \$ 109.00 | 87 | |
| | Occupancy Sales Tax | | | \$ 1.25 | | |
| | | | | | | \$ 9,591.75 |
| | Other Charge | | | | | |
| | | 6/15/2021 | Market Packaged Food | \$ 3.18 | | |
| | | 6/15/2021 | Market Packaged Food | \$ 2.65 | | |

| | | | | | | | | |
|------------|----------------------------|-----------|--------------------|-----------|---------------|----------------------|--|--|
| | | 7/24/2021 | Market Beverage | \$ 3.50 | | | | |
| | | 7/29/2021 | Market Frozen Food | \$ 3.25 | | | | |
| | City Tax Rebate | 5/30/2021 | | | | \$ (834.30) | | |
| | State Occupancy Tax Rebate | 5/30/2021 | | | | \$ (588.60) | | |
| | | | | | | | | |
| Payment | | | | | | | | |
| 5/28/2021 | VISA | | | | \$ 634.99 | | | |
| 5/28/2021 | CASH | | | | \$ 200.00 | | | |
| 6/11/2021 | VISA | | | | \$ 120.60 | | | |
| 6/19/2021 | VISA | | | | \$ 887.83 | | | |
| 6/25/2021 | VISA | | | | \$ 661.50 | | | |
| 7/5/2021 | VISA | | | | \$ 771.75 | | | |
| 7/12/2021 | VISA | | | | \$ 771.75 | | | |
| 7/18/2021 | VISA | | | | \$ 771.75 | | | |
| 7/23/2021 | VISA | | | | \$ 771.75 | | | |
| 8/4/2021 | VISA | | | | \$ 771.75 | | | |
| 8/16/2021 | VISA | | | | \$ 1,543.50 | | | |
| TOTAL | | | | | \$ 7,907.17 | | | |
| | | | | | | | | |
| Date | 8/21/21 - 8/23/21 | | | | | Total Room & Tax Due | | |
| | | | | | No. of Nights | | | |
| | Base Rate | | | \$ 76.00 | 3 | | | |
| | Occupancy Sales Tax | | | \$ 1.25 | | | | |
| | | | | | | \$ 231.75 | | |
| | Room Charge Rebate | | | | | | | |
| | | | | | | \$ (137.00) | | |
| Payment | | | | | | | | |
| | | | | | \$ | | | |
| | | | | | | | | |
| Date | 8/24/21 - 11/29/21 | | | | | Total Room & Tax Due | | |
| | | | | | No. of Nights | | | |
| | Base Rate | | | \$ 109.00 | 98 | | | |
| | Occupancy Sales Tax | | | \$ 1.25 | | | | |
| | | | | | | \$ 10,804.50 | | |
| Payment | | | | | | | | |
| 8/30/2021 | VISA | | | | \$ 1,645.00 | | | |
| 9/7/2021 | VISA | | | | \$ 771.75 | | | |
| 9/16/2021 | VISA | | | | \$ 1,102.50 | | | |
| 9/28/2021 | VISA | | | | \$ 1,323.00 | | | |
| 10/12/2021 | VISA | | | | \$ 1,543.50 | | | |
| 10/20/2021 | VISA | | | | \$ 771.75 | | | |
| 10/30/2021 | VISA | | | | \$ 1,212.75 | | | |
| 10/30/2021 | VISA | | | | \$ (1,212.75) | | | |
| 11/1/2021 | VISA | | | | \$ 1,102.50 | | | |
| 11/6/2021 | VISA | | | | \$ 771.70 | | | |
| 11/13/2021 | VISA | | | | \$ 771.70 | | | |
| 11/21/2021 | VISA | | | | \$ 771.70 | | | |
| 11/30/2021 | VISA | | | | \$ 771.75 | | | |
| TOTAL | | | | | \$ 11,346.85 | | | |

| | | | | | | | | |
|------------|---------------------|-----------|----------------------|-----------|---------------|----------------------|--|--|
| Date | 11/30/21 - 6/26/22 | | | | | Total Room & Tax Due | | |
| | | | | | No. of Nights | | | |
| | Base Rate | | | \$ 99.00 | 208 | | | |
| | Occupancy Sales Tax | | | \$ 1.25 | | | | |
| | Other Charge | | | | | | | |
| | | 3/15/2022 | Market Packaged Food | \$ 11.66 | | | | |
| | | | | | | \$ 20,852.00 | | |
| Payment | | | | | | | | |
| 12/7/2021 | VISA | | | | \$ 771.75 | | | |
| 12/13/2021 | VISA | | | | \$ 701.75 | | | |
| 12/20/2021 | VISA | | | | \$ 772.10 | | | |
| 1/3/2022 | VISA | | | | \$ 1,203.00 | | | |
| 1/9/2022 | VISA | | | | \$ 601.50 | | | |
| 1/18/2022 | VISA | | | | \$ 601.50 | | | |
| 1/31/2022 | VISA | | | | \$ 1,704.25 | | | |
| 2/28/2022 | VISA | | | | \$ 1,555.00 | | | |
| 3/31/2022 | VISA | | | | \$ 1,885.45 | | | |
| 3/25/2022 | VISA | | | | \$ 2,186.21 | | | |
| 4/15/2022 | VISA | | | | \$ 1,052.65 | | | |
| 4/22/2022 | VISA | | | | \$ 1,754.35 | | | |
| 5/12/2022 | VISA | | | | \$ 1,002.50 | | | |
| 5/23/2022 | VISA | | | | \$ 1,052.62 | | | |
| 5/30/2022 | VISA | | | | \$ 877.38 | | | |
| 6/15/2022 | VISA | | | | \$ 1,240.50 | | | |
| 6/24/2022 | VISA | | | | \$ 1,072.00 | | | |
| TOTAL | | | | | \$ 20,034.51 | | | |
| Date | 6/27/22 - 12/19/22 | | | | | Total Room & Tax Due | | |
| | | | | | No. of Nights | | | |
| | Base Rate | | | \$ 149.00 | 176 | | | |
| | Occupancy Sales Tax | | | \$ 1.25 | | | | |
| | Other Charge | | | | | | | |
| | | 6/28/2022 | Market Beverage | \$ 7.99 | | | | |
| | | 6/28/2022 | Market Beverage | \$ 7.99 | | | | |
| | | 6/29/2022 | Market Packaged Food | \$ 3.00 | | | | |
| | | 6/29/2022 | Market Beverage | \$ 7.99 | | | | |
| | | 7/5/2022 | Market Packaged Food | \$ 3.00 | | | | |
| | | 7/5/2022 | Market Beverage | \$ 4.00 | | | | |

| | | | | | | | | |
|-------------------------|---------------------|---------------------|----------------------------|-----------|---------------|-------------------------|--------------|--|
| | | 7/7/2022 | Market Packaged Food | \$ 3.00 | | | | |
| | | 7/8/2022 | Market Packaged Food | \$ 7.00 | | | | |
| | | 7/8/2022 | Market Beverage | \$ 4.00 | | | | |
| | | 7/8/2022 | Market Beverage | \$ 4.00 | | | | |
| | | 7/10/2022 | Market Beverage | \$ 4.00 | | | | |
| | | 7/10/2022 | Market Packaged Food | \$ 4.00 | | | | |
| | | 7/10/2022 | Market Beverage | \$ 4.00 | | | | |
| | | 7/10/2022 | Market Packaged Food | \$ 3.00 | | | | |
| | | 9/5/2022 | Data Service | \$ 10.59 | | | | |
| | | 9/19/2022 | Market Beverage | \$ 4.00 | | | | |
| | | | | | | | \$ 26,444.00 | |
| Payment | | | | | | | | |
| | 7/6/2022 | VISA | | | \$ 2,000.00 | | | |
| | 7/25/2022 | VISA | | | \$ 1,823.00 | | | |
| | 8/3/2022 | VISA | | | \$ 2,000.00 | | | |
| | 8/27/2022 | VISA | | | \$ 2,000.00 | | | |
| TOTAL | | | | | \$ 7,823.00 | | | |
| | | | | | | | | |
| Date | 12/20/22 - 12/31/22 | | | | | Total Room & Tax Due | | |
| | | | | | No. of Nights | | | |
| | | Base Rate | | \$ 149.00 | 12 | | | |
| | | Occupancy Sales Tax | | \$ 1.25 | | | | |
| | | | | | | | \$ 1,803.00 | |
| Payment | | | | | | | | |
| TOTAL | | | | | | | | |
| | | | | | | | | |
| TOTAL PAYMENTS | | | | | \$ 57,701.83 | | | |
| TOTAL ROOM & TAX | | | | | | | \$ 79,261.64 | |
| TOTAL ROOM & TAX DUE | | | | | | | \$ 21,559.81 | |
| TOTAL MISCELLANEOUS DUE | | | | | | | \$ 113.79 | |
| TOTAL DUE | | | | | | | \$ 21,673.60 | |

EXHIBIT 4

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC
D/B/A RESIDENCE INN BY MARRIOTT,
ALEXANDRIA OLD TOWN SOUTH
c/o Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, 12th Floor
Washington, DC 20006

Plaintiff,

v.

LAMONT BUTLER-EL
ROOM 1007
RESIDENCE INN BY MARRIOTT, ALEXANDRIA
OLD TOWN SOUTH
2345 Mill Road
Alexandria, VA 22314

Defendant,

Case No.: Gv22-6109
Return Date: _____
Return Time: _____

ALEXANDRIA GENERAL DISTRICT COURT
A TRUE COPY:
Authenticated and certified from
the official records preserved in
this court.
By: Marion W. Jackson, Clerk
Date: 12.8.23 Deputy Clerk

**AFFIDAVIT IN SUPPORT OF
SUMMONS FOR UNLAWFUL DETAINER**

This day, personally appeared before me the undersigned Notary Public, Meaghan Couch, who pursuant to the provisions of Virginia Code § 8.01-28, after being duly sworn upon her oath, deposed and stated as follows:

1. That she is the authorized representative and agent of the Plaintiff, MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Plaintiff"), and she has personal knowledge of all matters set forth in this Affidavit.

2. Defendant checked into a room at the Residence Inn located at 2345 Mill Road, Alexandria, VA 22314 on or about February 24, 2021, and Defendant is still residing in Room 1007, 2345 Mill Road, Alexandria, VA 22314 (the "Dwelling").

3. Under the laws of Virginia, an agreement existed between Plaintiff and Defendant for the rental of the Dwelling (the "Rental Agreement").

4. Under the Rental Agreement, Defendant is required to pay rent at the applicable rate and the occupancy sales taxes at the applicable rate on the first day of each month (the "Rent").

5. Defendant failed to pay the Rent owed when it became due on multiple occasions, including but not limited to August 1, 2022, and therefore, Defendant breached the Rental Agreement and is in default.

6. Plaintiff sent the required five (5) day notice to quit to Defendant (the "Notice to Quit dated December 6, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice to Quit dated December 6, 2022 is attached to Plaintiff's Bill of Particulars as Exhibit 1.

7. Defendant failed to pay the Rent that was owed within five (5) days of the Notice to Quit dated December 6, 2022, or at any time thereafter.

8. Plaintiff sent written notice of termination of the Rental Agreement to Defendant (the "Notice of Termination dated December 21, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice of Termination dated December 21, 2022, is attached to Plaintiff's Bill of Particulars as Exhibit 2.

9. Defendant has not yet vacated the Dwelling.

10. The amount owed for the time period of August 2022 through December 2022 is twenty-one thousand five hundred fifty-nine and 81/100 dollars (\$21,559.81) in Rent.

11. Defendant also made purchases from the Residence Inn's Market on or about June 15, 2021; July 24, 2021; July 29, 2021; March 15, 2022; June 28, 2022; June 29, 2022; July 5, 2022; July 7, 2022; July 8, 2022; July 10, 2022; and September 19, 2022 in the total amount of

one hundred three and 20/100 dollars (\$103.20) (the "Market Charges"). Defendant also purchased data service on or about September 5, 2022 in the amount of ten and 59/100 dollars (\$10.59) (the "Data Service Charge"). These amounts were charged to the account associated with the Dwelling. Defendant is required to pay these amounts and he has failed to do so.

12. A true and accurate copy of the statement of account for Tenant containing the delinquent rent through December 31, 2022, the Market Charges, and the Data Service Charge, is attached to Plaintiff's Bill of Particulars as Exhibit 3.

13. Pursuant to Virginia Code § 6.2-302, Plaintiff is also entitled to interest at the rate of 6% from the date the sums were due until paid.

14. Pursuant to Virginia Code § 55.1-1245(F) and § 55.1-1253(b), Plaintiff is entitled to reasonable attorneys' fees and court costs. Plaintiff will present evidence of its court costs and reasonable attorneys' fees at the trial of this matter.

15. As a direct and proximate result of Defendant's breach of the Rental Agreement and default, Plaintiff has suffered damages in the total amount of twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) for unpaid Rent, the Market Charges and the Data Service Charge, plus interest, court costs and reasonable attorneys' fees, and Plaintiff is entitled to recover the full amount of its damages from Tenant.

16. Rent is continuing to accrue at the rate of one hundred fifty and 25/100 (\$150.25) per day, and Plaintiff is entitled to recover all amounts due as of the date of the hearing in this matter.

FURTHER AFFIANT SAYETH NOT.

MHF Alexandria Operating V LLC d/b/a Residence Inn
by Marriott, Alexandria Old Town South

Meaghan Couch

By: Meaghan Couch, General Manager at MHF Alexandria
Operating V LLC d/b/a Residence Inn by Marriott,
Alexandria Old Town South

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Alexandria, VA)

to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do
hereby certify that Meaghan, whose name is signed to the foregoing Affidavit, has
acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 22 day of December 2022.



My Commission Expires:

[Signature]
Notary Public

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC)
D/B/A RESIDENCE INN BY MARRIOTT,)
ALEXANDRIA OLD TOWN SOUTH)
c/o Eckert Seamans Cherin & Mellott, LLC)
1717 Pennsylvania Avenue, 12th Floor)
Washington, DC 20006)

Plaintiff,

v.

LAMONT BUTLER-EL)
ROOM 1007)
RESIDENCE INN BY MARRIOTT, ALEXANDRIA)
OLD TOWN SOUTH)
2345 Mill Road)
Alexandria, VA 22314)

Defendant,

Case No.:

CV22-6109

ALEXANDRIA GENERAL DISTRICT COURT
A TRUE COPY:
Authenticated and certified from
the official records preserved in
this court.

By:

Marion W. Jackson, Clerk

Date:

12.8.25

Deputy Clerk

AFFIDAVIT OF JESSICA A. GLAJCH

I, Jessica A. Glajch, declare as follows:

1. I am over the age of 21 and am competent to give this Affidavit. I am a member of the Virginia State Bar (Bar No. 83924).
2. I am an attorney with the law firm of Eckert Seamans Cherin & Mellott, LLC ("Eckert Seamans"), and I make this affidavit on the basis of my personal knowledge.
3. I represent the Plaintiff, MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South ("Plaintiff") in this action.
4. My co-counsel in this matter are Jay Julien and Kelsey Vincent, who are also attorneys with the law firm of Eckert Seamans.

5. I provide this Affidavit in support of Plaintiff's claim for attorneys' fees and costs incurred to prosecute this lawsuit against Lamont Butler-El.

6. Throughout the course of this representation, my co-counsel and I spent time on the following: (1) analyzing the ledger of delinquent accounts, and other documents provided by Plaintiff; (2) preparing and sending required notices; (3) examining relevant legal issues presented by this case; (4) consulting with Plaintiff on the facts of the case, including the claimed damages; (5) drafting the Summons for Unlawful Detainer and the Bill of Particulars; (6) preparing exhibits in support of the Summons for Unlawful Detainer; (7) drafting an Affidavit in Support of the Summons for Unlawful Detainer; (8) analyzing documents filed by defendant; (9) communicating with the guardian ad litem; (10) preparing this affidavit; and (11) attending return date hearings. A paralegal also assisted with this matter.

7. My rate for this representation for 2022 was **\$315 per hour** and my rate for this representation for 2023 is **\$335 per hour**.

8. Jay Julien's rate for this representation is **\$230 per hour**.

9. Kelsey Vincent's rate for this representation for 2022 was **\$240 per hour** and her rate for this representation for 2023 is **\$250 per hour**.

10. The rate for paralegal work on this matter is **\$200 per hour**.

11. From October 1, 2022 through March 14, 2023, Plaintiff has incurred **\$13,106.50** in attorneys' fees and **\$1,101.15** in costs for a total of **\$14,207.65** related to the legal work recited in paragraph 6 above.

12. I expect to expend an additional **5 hours** in preparing for and conducting the trial of this matter, for an additional **\$1,675.00** in fees chargeable to Defendant, for a total of **\$15,882.65** in fees and costs expended on this matter.

13. My rate and the rates of my co-counsel are reasonable for this market, and the time spent prosecuting this action is reasonable in light of the issues and circumstances of this case.

14. By drafting and submitting this Affidavit, the Plaintiff is not waiving the attorney-client privilege or work product doctrines applicable to the legal services rendered in this action. Additionally, the Plaintiff is not waiving its right to seek additional fees for future efforts required in order to execute and collect on any judgment that it receives against Defendant. Copies of redacted legal fee invoices will be provided to the Court for *in camera* inspection upon request.

FURTHER AFFIANT SAYETH NOT.

Jessica A. Glajch



Jessica A. Glajch

COMMONWEALTH OF PENNSYLVANIA)

) to-wit:

COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that Jessica A. Glajch, counsel for MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South, and authorized to sign for Plaintiff, whose name is signed to the foregoing Affidavit, has acknowledged the same before me in my County and Commonwealth aforesaid.

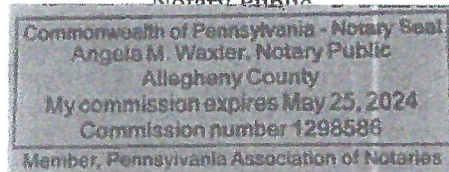
Given under my hand this 15th day of March, 2023.

Angela M. Waxler



Notary Public

My Commission Expires:



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

| | | | | | | | | |
|--------------|-------------------|----------------------------|-----------|----------------------|--|-----------|---------------------|----------------------|
| | 5/17/2021 | CASH | | | | \$ | 800.00 | |
| | 5/21/2021 | VISA | | | | \$ | 882.42 | |
| TOTAL | | | | | | | \$ 10,590.30 | |
| Date | 5/25/21 - 8/20/21 | | | | | | | Total Room & Tax Due |
| | | Base Rate | | | | \$ 109.00 | No. of Nights 87 | |
| | | Occupancy Sales Tax | | | | \$ 1.25 | | |
| | | Other Charge | | | | | | \$ 9,591.75 |
| | | | 6/15/2021 | Market Packaged Food | | \$ 3.18 | | |
| | | | 6/15/2021 | Market Packaged Food | | \$ 2.65 | | |
| | | | 7/24/2021 | Market Packaged Food | | \$ 3.50 | | |
| | | | 7/29/2021 | Market Packaged Food | | \$ 3.25 | | |
| | | City Tax Rebate | | | | | | |
| | | | 5/30/2021 | | | | | \$ (834.30) |
| | | State Occupancy Tax Rebate | | | | | | |
| | | | 5/30/2021 | | | | | \$ (588.60) |

| | | | | | | | | | |
|---------|--------------------|---------------------|--|--|--|-----------|---------------------|----------------------|--------------|
| Payment | | | | | | | | | |
| | 5/28/2021 | VISA | | | | | \$ 634.99 | | |
| | 5/28/2021 | CASH | | | | | \$ 200.00 | | |
| | 6/11/2021 | VISA | | | | | \$ 120.60 | | |
| | 6/19/2021 | VISA | | | | | \$ 887.83 | | |
| | 6/25/2021 | VISA | | | | | \$ 661.50 | | |
| | 7/5/2021 | VISA | | | | | \$ 771.75 | | |
| | 7/12/2021 | VISA | | | | | \$ 771.75 | | |
| | 7/18/2021 | VISA | | | | | \$ 771.75 | | |
| | 7/23/2021 | VISA | | | | | \$ 771.75 | | |
| | 8/4/2021 | VISA | | | | | \$ 771.75 | | |
| | 8/16/2021 | VISA | | | | | \$ 1,543.50 | | |
| TOTAL | | | | | | | \$ 7,907.17 | | |
| Date | 8/21/21 - 8/23/21 | | | | | | | Total Room & Tax Due | |
| | | Base Rate | | | | \$ 76.00 | No. of Nights 3 | | |
| | | Occupancy Sales Tax | | | | \$ 1.25 | | | \$ 231.75 |
| | | | | | | | | | |
| | | Room Charge Rebate | | | | | | | \$ (137.00) |
| | | | | | | | | | |
| Payment | | | | | | | \$ - | | |
| Date | 8/24/21 - 11/29/21 | | | | | | | Total Room & Tax Due | |
| | | Base Rate | | | | \$ 109.00 | No. of Nights 98 | | |
| | | Occupancy Sales Tax | | | | \$ 1.25 | | | \$ 10,804.50 |

[illegible]

| | | | | | | | | | |
|---------|--------------------|---------------------|--|--|--|-----------|---------------|-----|----------------------|
| Payment | | | | | | | | | |
| | 12/7/2021 | VISA | | | | | \$ 771.75 | | |
| | 12/13/2021 | VISA | | | | | \$ 701.75 | | |
| | 12/20/2021 | VISA | | | | | \$ 772.10 | | |
| | 1/3/2022 | VISA | | | | | \$ 1,203.00 | | |
| | 1/9/2022 | VISA | | | | | \$ 601.50 | | |
| | 1/18/2022 | VISA | | | | | \$ 601.50 | | |
| | 1/31/2022 | VISA | | | | | \$ 1,704.25 | | |
| | 2/28/2022 | VISA | | | | | \$ 1,555.00 | | |
| | 3/31/2022 | VISA | | | | | \$ 1,885.45 | | |
| | 3/25/2022 | VISA | | | | | \$ 2,186.21 | | |
| | 4/15/2022 | VISA | | | | | \$ 1,052.65 | | |
| | 4/22/2022 | VISA | | | | | \$ 1,754.35 | | |
| | 5/12/2022 | VISA | | | | | \$ 1,002.50 | | |
| | 5/23/2022 | VISA | | | | | \$ 1,052.62 | | |
| | 5/30/2022 | VISA | | | | | \$ 877.38 | | |
| | 6/15/2022 | VISA | | | | | \$ 1,240.50 | | |
| | 6/24/2022 | VISA | | | | | \$ 1,072.00 | | |
| TOTAL | | | | | | | \$ 20,034.51 | | |
| Date | 6/27/22 - 12/19/22 | | | | | | | | Total Room & Tax Due |
| | | Base Rate | | | | \$ 149.00 | No. of Nights | 176 | |
| | | Occupancy Sales Tax | | | | \$ 1.25 | | | |

| | | | | | | | |
|---------|----------------|-----------|----------------------|----------|-------------|----|-----------|
| | Other Charge | | | | | | |
| | | 6/28/2022 | Market Beverage | \$ 7.99 | | | |
| | | 6/28/2022 | Market Beverage | \$ 7.99 | | | |
| | | 6/29/2022 | Market Packaged Food | \$ 3.00 | | | |
| | | 6/29/2022 | Market Beverage | \$ 7.99 | | | |
| | | 7/5/2022 | Market Packaged Food | \$ 3.00 | | | |
| | | 7/5/2022 | Market Beverage | \$ 4.00 | | | |
| | | 7/7/2022 | Market Packaged Food | \$ 3.00 | | | |
| | | 7/8/2022 | Market Packaged Food | \$ 7.00 | | | |
| | | 7/8/2022 | Market Beverage | \$ 4.00 | | | |
| | | 7/8/2022 | Market Beverage | \$ 4.00 | | | |
| | | 7/10/2022 | Market Beverage | \$ 4.00 | | | |
| | | 7/10/2022 | Market Packaged Food | \$ 4.00 | | | |
| | | 7/10/2022 | Market Beverage | \$ 4.00 | | | |
| | | 7/10/2022 | Market Packaged Food | \$ 3.00 | | | |
| | | 9/5/2022 | Data Service | \$ 10.59 | | | |
| | | 9/19/2022 | Market Beverage | \$ 4.00 | | | |
| | | 9/19/2022 | Market Packaged Food | \$ 7.99 | | | |
| Payment | | | | | | \$ | 26,444.00 |
| | 7/6/2022 VISA | | | | \$ 2,000.00 | | |
| | 7/25/2022 VISA | | | | \$ 1,823.00 | | |
| | 8/3/2022 VISA | | | | \$ 2,000.00 | | |
| | 8/27/2022 VISA | | | | \$ 2,000.00 | | |
| TOTAL | | | | | \$ 7,823.00 | | |

| Date | | 12/20/22 - 12/31/22 | | | | No. of Nights | Total Room & Tax Due |
|-------------------------|--|---------------------|--|--|--|----------------------|----------------------|
| | | | | | | | |
| | | Base Rate | | | | 12 | |
| | | Occupancy Sales Tax | | | | \$ 1.25 | |
| Payment | | | | | | | \$ 1,803.00 |
| TOTAL | | | | | | \$ - | |
| Date | | 01/01/23-02/28/23 | | | | | Total Room & Tax Due |
| | | | | | | | |
| | | Base Rate | | | | No. of Nights 58 | |
| | | Occupancy Sales Tax | | | | \$ 149.00 \$ 1.25 | |
| Payment | | | | | | | \$ 8,714.50 |
| TOTAL | | | | | | \$ - | |
| Date | | 03/01/23-03/31/2023 | | | | | Total Room & Tax Due |
| | | | | | | | |
| | | Base Rate | | | | No. of Nights 30 | |
| | | Occupancy Sales Tax | | | | \$ 149.00 \$ 1.25 | |
| Payment | | | | | | | \$ 4,507.50 |
| TOTAL | | | | | | \$ - | |
| TOTAL PAYMENTS | | | | | | \$ 57,701.83 | |
| TOTAL ROOM & TAX | | | | | | \$ 92,483.64 | |
| TOTAL ROOM & TAX DUE | | | | | | \$ 34,781.81 | |
| TOTAL MISCELLANEOUS DUE | | | | | | \$ 113.79 | |
| TOTAL DUE | | | | | | \$ 34,895.60 | |