

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

RAYMOND BROWN, et al.,

Plaintiffs,

v.

**HSBC FINANCE CORPORATION
d/b/a HOUSEHOLD FINANCE
CORPORATION III,**

Defendant.

**Civil Action 06-00364
(HHK)**

MEMORANDUM OPINION

The complaint filed in this case alleges breach of contract, violations of the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*, and unjust enrichment. Defendants has filed a motion for summary judgment [#8], arguing that plaintiffs have litigated the issues in the complaint repeatedly in previous actions and that the claims are barred by the doctrine of *res judicata*. Plaintiffs have not responded to the motion.

In determining a motion for summary judgment, Local Civil Rule 7(h) provides that “the court may assume that facts identified by the moving party in its statement of material facts are admitted, unless such a fact is controverted in a statement of genuine issues filed in opposition to the motion.” Because plaintiffs have provided no countervailing statement of genuine issues of material fact,

HBSC Finance Corporation's Statement of Material Facts Not in Dispute is deemed admitted in its entirety. Based on the admitted and uncontroverted facts, this court concludes that defendant is entitled to judgment as a matter of law.

An appropriate order accompanies this memorandum.

Henry H. Kennedy, Jr.
United States District Judge

Dated: April 6, 2007