

**IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND**

JOYCE HERREN, Individually and on  
Behalf of all others similarly situated  
3850 Enfield Chase Ct.  
Apt. 320  
Bowie, MD 20716

Case No.: *CAL18-00305*

- AND -

LOUIS BRIGGS, Individually and on  
Behalf of all others similarly situated  
3800 Enfield Chase Court  
Apt. 100  
Bowie, MD 20716

*Office of the  
Clerk of the  
Circuit Court  
PRINCE GEORGE'S COUNTY  
MAY 24 11 21 AM '18*

Plaintiffs,

v.

HAI MANAGEMENT INC.  
10220 Old Columbia Road  
Suite M  
Columbia, MD 21046

- AND -

HUMPHREY MANAGEMENT  
10220 Old Columbia Road  
Suite M  
Columbia, MD 21046

Defendants.

**COMPLAINT**

***COME NOW*** Plaintiffs, by and through undersigned counsel, and make this  
Complaint against Defendant(s) and for their causes of action state the following:

### PARTIES

1. Plaintiff Joyce Herren is an adult resident of the State of Maryland. Plaintiff Joyce Herren entered into a lease agreement with Defendants in which she agreed to pay monthly rent in exchange for a safe and habitable living domicile at 3850 Enfield Chase Court, Apt. 320, Bowie, MD 20716.
2. Plaintiff Louis Briggs is an adult resident of the State of Maryland. Plaintiff Louis Briggs entered into a lease agreement with Defendants in which she agreed to pay monthly rent in exchange for a safe and habitable living domicile at 3800 Enfield Chase Court, Apartment 100, Bowie, MD 20716.
3. Defendant HAI Management is a Maryland corporation doing business in the State of Maryland and the owner and operator of the properties known as the Evergreen Senior Living Community and the Willows Senior Living Community.
4. Defendant Humphrey Management is a Maryland company doing business in the State of Maryland and the property manager for the properties known as the Evergreen Senior Living Community and the Willows Senior Living Community.

### JURISDICTION

5. This Court has subject matter jurisdiction pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501.
6. This Court has personal jurisdiction over each Defendant pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 and 6-103.
7. Venue lies in Prince George's County, Maryland as the cause of action arose therein.

### **FACTS COMMON TO ALL CLAIMS**

8. Defendants collectively own and operate two adjacent senior living buildings at 3800 Enfield Chase Court, Bowie, Maryland ("Evergreen") and 3850 Enfield Chase Court, Bowie, Maryland ("Willows"). The two buildings are operated as a single apartment complex known as "The Willows Senior Community" or "The Evergreen and Willows Senior Community." Collectively these buildings may be referenced as "EW" herein.
9. Defendants have received numerous complaints regarding mold and water intrusion throughout private units and concerns with public common areas for nearly two years.
10. Plaintiff Joyce Herren has specifically made complaints to Defendants regarding the need for a mold inspection and remediation.
11. On May 13, 2016, Ms. Joyce Herren had a mold inspection of her property by a certified industrial hygienist. The inspection found "highly elevated levels of airborne mold spores" and "demonstrates that Ms. Herron's apartment does not present a safe and healthful living environment."
12. Ms. Herren was moved to a new apartment which has created the same concerns in September 2017, and her current apartment is rented out to a new tenant.
13. Plaintiff Louis Briggs has specifically made complaints to Defendants regarding the need for a mold inspection and remediation as early as 2015.

14. Ms. Briggs also hired a certified industrial hygienist who similarly found high levels of water intrusion mold and that her apartment “does not present a safe and healthful living environment.”
15. Since 2015, other residents at EW have joined to form a tenant association known as “EWAG.” EWAG has made several written and oral complaints to Defendants regarding the need for mold inspection and remediation.
16. Defendants have refused to provide mold inspection and remediation for each unit that has requested it, or in the common areas.
17. Instead, Defendants have made attempts to insulate themselves from liability and to shield themselves from complying with the terms of their contracts by attempting to unilaterally amend the lease agreements that these seniors have with Defendants.
18. Specifically, on July 14, 2017, and having received numerous complaints of mold and water intrusion in private units and common areas, Defendants delivered what it purported to be the “Mold Information and Prevention Addendum to Lease.” Exhibit 1.
19. The “Mold Addendum” purported to impose new obligations on the tenants, and further gave Defendants “the right to terminate the tenancy... in [management’s] sole judgment.”
20. Plaintiffs and other tenants refused to sign the Mold Addendum.
21. Plaintiffs and other tenants have continued to discover several defects in EW, including severe water intrusion soaking carpets, walls, and other property, and extensive mold growth.

22. Defendants have continued and repeatedly ignored these requests, and have demanded that Plaintiffs and the members of the Class continue to pay rent while failing to inspect apartments for which they have a reasonable belief of mold and water intrusion and to remediate the unit defects.
23. Mold has the potential for serious health defects, especially in a senior community, and may directly and proximately result in serious respiratory injuries including:
- a. Asthma;
  - b. Upper respiratory infections;
  - c. Allergic responses;
  - d. Rashes; and
  - e. Other injuries.
24. Tenants, such as Plaintiffs and members of the Class, have a right to be free from harmful and dangerous substances in their apartments and homes. These substances include toxic mold.

#### **CLASS ACTION ALLEGATIONS**

25. Plaintiffs bring this action as a class action pursuant to the Maryland Rules of Civil Procedure 2-231(a), 2-231(b)(1), 2-231(b)(2), 2-231(b)(3), and 2-231(d) on behalf of the class:

#### **THE CLASS**

All persons who currently reside in the properties known as Evergreen and Willows at 3800 Enfield Chase Court, Bowie, MD or 3850 Enfield Chase Court, Bowie, MD.

Excluded from the Class are Defendants, the officers, members, and directors of Defendants, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest.

26. The proposed is believed to be so numerous that joinder of all members is impracticable. The exact number of members of the Class is unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery. The proposed Class is believed to be ascertainable in that the names and addresses of all members of the Class can be identified in business records maintained by Defendants.
27. Plaintiffs' claims are typical of the claims of the members of the Class and Subclasses because Plaintiffs' and all Class members' claims originate from the same conduct, practice and procedure on the part of Defendants and Plaintiffs possesses the same interests and has suffered the same injuries as each member of the Class.
28. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have retained counsel experienced and competent in class action litigation. Plaintiffs have no interests that are contrary to or in conflict with the members of the Class that Plaintiffs seeks to represent.
29. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, as the damages suffered by individual members of the Class may be

relatively small, the expense and burden of individual litigation may make it impracticable for the members of the Class to individually redress the wrongs done to them. There should be no difficulty in the management of this action as a class action.

30. Issues of law and fact common to the members of the Class predominate over any questions that may affect only individual members, in that Defendants have acted on grounds generally applicable to the entire Class. Among the issues of law and fact common to the Class are:

- a. Whether the Defendants are in breach of contract;
- b. Whether the Defendants failed to protect the current tenants from the dangers of mold inhalation;
- c. Whether the Defendants violated the Maryland Consumer Protection Act by leasing properties known to have hazardous mold conditions;
- d. Whether the Defendants must reasonably and competently inspect and remediate the apartment units;
- e. Whether the Defendants failed to implement and maintain reasonable procedures and practices to prevent the formation of mold within the apartment units and common areas;
- f. Whether the Defendants breached the implied warranty of habitability;
- g. Whether the Plaintiffs and the Class are entitled to damages, statutory penalties, punitive damages, and/or injunctive relief; and
- h. Other common question of fact and law.



31. Upon information and belief, absent a class action, Defendants' violations will be allowed to proceed without a full, fair, and judicially supervised remedy.
32. Plaintiffs reserve the right to revise Class definitions and questions based upon facts learned in discovery.

**BREACH OF CONTRACT – SPECIFIC PERFORMANCE**  
**Count I**

33. Each of the preceding paragraphs is incorporated by reference herein.
34. Plaintiffs, and other members of the Class, and Defendants entered into a valid written contract for the lease of real property.
35. A material term of that contract was that the leased units be in clean, safe, and sanitary condition at all times and that Defendants maintain the common areas and each individual unit in a manner that is free from unhealthy indoor molds and water intrusion.
36. Defendants have breached the contract by failing to provide a clean, safe, and sanitary unit that is free from unhealthy indoor molds, water intrusion, microbial contaminants and other unsanitary conditions.
37. As a result of Defendants' breach, Plaintiffs have suffered economic losses including, but not limited to, money paid for rent, and money paid to inspect and remediate unhealthy indoor molds and water intrusion.
38. Further, Defendants refuse to act in a manner consistent with the terms of the contract which they entered into by:
  - a. Maintaining a clean and healthy living environment;
  - b. Inspecting the units and common areas for unhealthy indoor molds;



- c. Remediating the units and common areas for mold that has been or reasonably should be discovered; and
- d. Otherwise refused to act consistent with the terms of the lease.

39. As stated, instead of complying with the terms of the lease agreement between tenants and Defendants, Defendants have sought to alter the terms of the agreement by submitting the "Mold Addendum" and requesting tenants sign the addendum.

40. **WHEREFORE**, Plaintiffs demand on behalf of themselves and the members of the Class they seek to represent an injunction that Defendants comply with the material terms of the lease agreements, including implied terms to provide a clean, healthy and safe living environment, plus costs and interest.

**BREACH OF CONTRACT – DAMAGES**  
**Count II**

41. Each of the preceding paragraphs is incorporated by reference herein.

42. Plaintiffs and members of the Class entered into a valid written contract for the lease of real property with Defendants.

43. A material term of that contract was that the leased Unit be in clean, safe, and sanitary condition at all times and that Defendants maintain the common areas and each individual unit in a manner that is free from unhealthy indoor molds and water intrusion.

44. Defendants have breached the contract by failing to provide clean, safe, and sanitary units that are free from unhealthy indoor molds, water intrusion, microbial contaminants and other unsanitary conditions.

45. As a result of Defendants' breach, Plaintiffs have suffered economic losses including, but not limited to, money paid for rent, and loss of personal property/contents of the units.
46. Further, Plaintiffs have suffered the cost of inspection of their respective units, and each tenant is similarly forced to bear the cost of mold inspection despite Defendants knowledge of chronic and consistent findings of water intrusion and unhealthy indoor molds.
47. Further, Defendants refuse to act in a manner consistent with the terms of the contract which they entered into by:
- a. Maintaining a clean and healthy living environment;
  - b. Inspecting the units and common areas for unhealthy indoor molds;
  - c. Remediating the units and common areas for mold that has been or reasonably should be discovered;
  - d. Otherwise refused to act consistent with the terms of the lease.
48. As stated, instead of complying with the terms of the lease agreement between tenants and Defendants, Defendants have sought to alter the terms of the agreement by submitting the "Mold Addendum" and requesting tenants sign the addendum.
49. **WHEREFORE**, Plaintiff demands all damages allowable by law against Defendants including damages in an amount that exceeds Seventy-Five Thousand Dollars (\$75,000.00), plus costs and interest.

**BREACH OF THE IMPLIED WARRANTY OF HABITABILITY**  
**Count III**

50. Each of the preceding paragraphs is incorporated by reference herein.

51. A reasonable inspection by Defendants would have revealed defective conditions related to flooding, mold, and other defects.
52. Defendants either knew, or reasonably should have known, of these dangerous conditions.
53. Defendants thereby breached the implied warranty of habitability in that each knew or should have known of dangerous conditions upon the units which Plaintiffs and members of the Class leased.
54. Defendants continued to collect monthly rent from Plaintiffs and members of the Class though the defective conditions of the Unit rendered it unfit for habitation and in violation of state and/or local housing codes which require, among other things, healthy conditions free of water intrusion.
55. Plaintiffs and members of the Class paid rent, and continue to pay rent, and have been subjected to physical eviction requests despite Defendants' knowledge of this breach of the implied warranty.
56. **WHEREFORE**, Plaintiffs demands all damages allowable by law against Defendants including damages in an amount that exceeds Seventy-Five Thousand Dollars (\$75,000.00), plus costs and interest.

**VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT**  
**Count IV**

57. Each of the preceding paragraphs is incorporated by reference herein.
58. At the inception of the lease with Plaintiffs and members of the Class, Defendants had both actual and constructive knowledge of dangerous and defective conditions in the units.

59. Prior to entering into the lease, Defendants affirmatively showed the units to Plaintiffs and members of the Class and represented it to be free of any material defects, including unhealthy indoor molds and water intrusion defects.
60. The units, in fact, had design, construction and/or maintenance defects leading to severe water intrusion and extensive mold growth at the time the lease was entered into and these defects were omitted in the representations made by Defendants.
61. Defendants engaged in unfair and deceptive trade practices in the leasing of the units in the rental of consumer realty and in offering to rent consumer realty.
62. As such, Defendants are in violation of the Maryland Consumer Protection Act ("MCPA"), Md. Code Ann., Comm. Law §§ 13-301, *et seq.*, since it is an unfair and deceptive trade practice for a landlord to lease property that is not fit for habitation at the inception of the lease.
63. Defendants made material misrepresentations and omitted material facts related to:
- a. Flooding;
  - b. Mold growth; and
  - c. Other material misrepresentations and omissions.
64. As a proximate and direct result of Defendants' unfair and deceptive trade practices in violation of the MCPA, Plaintiffs have suffered economic harm and loss, including, but not limited to, medical bills, rent paid to Defendants, and loss of personal property/contents of the units.
65. **WHEREFORE**, Plaintiffs demand all damages allowable by law against Defendants including damages in an amount that exceeds Seventy-Five Thousand

Dollars (\$75,000.00), plus costs, interest, and all reasonable attorneys' fees as allowed by law including pursuant to sec. 13-408(b) of the MCPA.

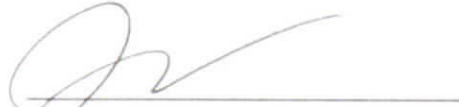
**PRAYER FOR RELIEF**

**WHEREFORE.** Plaintiffs request that the Court enter an order or judgment against Defendants as follows:

- A. Enter an Order pursuant to Maryland Rule 2-231 of the Maryland Rules of Civil Procedure permitting this action to be maintained as a class action, Plaintiffs as the representatives of the represented classes and appointing Plaintiffs' counsel as counsel for the classes;
- B. Enter judgment against Defendants for compensatory damages; attorneys' fees, costs of suit as provided for by law; and such other relief as the Court may deem just and proper and in favor of Plaintiffs and the Class Members against Defendants for the cost of testing each individual unit and remediation;
- C. Enter an injunction commanding the prompt testing, assessment, excavation and removal of all unhealthy indoor molds and water intrusion within individual apartment units and common areas resident Class Members' apartments and all common areas;
- D. Award prejudgment and post-judgment interest as provided by law;
- E. Award punitive damages; and
- F. Such other relief as this Court deems necessary, just and proper.

Date: January 25, 2018

Respectfully Submitted,



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*Attorneys for Plaintiffs and the Putative  
Class*

**Rule 1-313 Certificate**

This is to certify that I am a member of the bar of the State of Maryland with an office in Washington, DC.



Jonathan B. Nace

**DEMAND FOR JURY TRIAL**

Plaintiff, by her undersigned counsel, and pursuant to Maryland Rule 2-325, hereby demands a trial by jury on all triable issues in this action.

  
Jonathan B. Nace