



For Beall's Grant II PC Mtg (6 of 6): PROPERTY MANAGEMENT CONCERNS
John Anselmo to: planning.commission

04/14/2010 07:05 PM

History: This message has been forwarded.

The following attachments are submitted for consideration by the Planning Commission, and inclusion in the official record, regarding the proposed amendment to the Beall's Grant II Use Permit No. USE2007-00708.

Summary of Attachments:

Attach 24: Lawsuit (toxic torts category) filed against Montgomery Housing Partnership (MHP) in the Circuit Court for Montgomery County, Maryland, in July 2005, and subsequent Notice of Judgment dated September 2006

Attach 25: Photos of mold conditions in Beall's Grant Annex (13 Beall Avenue) taken by a resident in summer 2003

John Anselmo
326 Beall Avenue
Rockville, MD 20850



Attach 24_Mold Lawsuit Against Developer MHP July2005 and Judgment Sept2006.pdf Attach 25_Mold Photos While Residents Living in BG Annex Summer 2003.pdf

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

[REDACTED], ET AL
Plaintiff

vs.

Case No. 263403-V

MONTGOMERY HOUSING PARTNERSHIP INC, ET AL
Defendant

Montgomery Housing Partnership was sued by a former tenant claiming exposure to mold (plaintiff was seeking \$4 Million; full lawsuit complaint in following pages). A few weeks before it was scheduled to go to trial, MHP settled with the plaintiff for \$90,000.00

NOTICE OF JUDGMENT
(817)

I HEREBY CERTIFY that the following Judgment was entered in the above entitled case on September 25th, 2006:

JUDGMENT BY CONSENT ENTERED AND RECORDED IN THE JUDGMENT INDEX IN FAVOR OF THE PLAINTIFF [REDACTED], INDIVIDUALLY, AND AS NEXT FRIEND OF [REDACTED], A MINOR, AND AGAINST THE DEFENDANTS; MONTGOMERY HOUSING PARTNERSHIP, INC. AND EQUITY MANAGEMENT INC. IN THE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00).

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court.

Molly Q. Ruhl



Clerk of the Circuit Court for
Montgomery County, Maryland

FILED
MONTGOMERY COUNTY, MARYLAND
SEP 25 2006

IN THE CIRCUIT COURT OF MARYLAND FOR MONTGOMERY COUNTY

██████████,	:	
Individually, and as Next	:	
Friend of ██████████,	:	
A minor,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Case No. 263403
	:	
MONTGOMERY HOUSING	:	
PARTNERSHIP, INC., et al.	:	
	:	
Defendants	:	

CONSENT JUDGMENT ORDER

Upon due consideration of the Complaint, Answer, and Consent Judgment filed herein, to settle this action for the total sum of Ninety Thousand Dollars (\$90,000.00), and upon consent to this Order by the parties hereto, it is this 22nd day of Sept, 2006;

ORDERED that judgment be entered against the Defendants in the total amount of Ninety Thousand Dollars (\$90,000.00), and that the same hereby is ratified and confirmed; and it is further;

ORDERED that this matter will be dismissed with prejudice.

ENTERED

SEP 25 2006

Clerk of the Circuit Court
Montgomery County, Md

Michael Mason

Judge
Circuit Court for Montgomery
County

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

[REDACTED], et al.,)
)
Plaintiffs,)
)
v.)
)
MONTGOMERY HOUSING)
PARTNERSHIP, INC., et al.,)
)
Defendants.)

Case No. 263403-V
Judge Michael D. Mason

These two pages detail the expertise of the toxicologists used to verify the plaintiff's complaints about mold in the Montgomery Housing Partnership building.

PLAINTIFFS' NOTICE OF IDENTIFICATION OF EXPERTS

Come now the Plaintiffs, by and through their undersigned counsel, and hereby identify the following expert witnesses:

- 1. Wayne Roth-Nelson, M.S.T.M., Ph.D.
Toxic Tort Science - Evidence of Risk & Causation
801 Confidence Drive, Unit 20
Longmont, CO 80504

Dr. Roth-Nelson is an expert in the field of forensic toxicology. Dr. Roth-Nelson's testimony is expected to include critical analysis of scientific evidence for causation and risk from exposure to toxic chemicals in air, including molds, and sick-building syndrome. Dr.

Roth-Nelson will testify regarding the effects of any contamination found in the air testing reports conducted at and around Defendants' residential dwelling in this matter and regarding the significance of toxicology reports of those premises and the medical records pertaining to

[REDACTED]. A copy of the Dr. Roth-Nelson's curriculum vitae along with this initial report is being provided to Defendants.

- 2. Harvey Fernebok
Construction Consulting Corp., Inc.
3324 Tanterra Circle
Brookeville, MD 20833

06 AUG -7 PH 2:53

MICHAEL AUHL
CLERK OF COURT
MONTGOMERY CO. MD

Mr. Fernebok is an expert in the field of construction, structural engineering, and standard of care in the purchase of existing structures meant for multi-family residential use. Mr. Fernebok will testify concerning the risk of harm to tenants that Defendants, or each of them, knew or, in the exercise of reasonable care, should have known at or before purchasing the subject premises. A copy of the Mr. Fernebok's *curriculum vitae* along with this initial report is being provided to Defendants.

3. Scott A. Schroeder, MD
Winthrop Pediatric Associates
222 Station Plaza North, Suite 408
Mineola, NY 11501

Dr. Schroeder is a pediatric pulmonologist practicing in Mineola, NY. Dr. Schroeder will testify about the nature and extent of the health and medical conditions of [REDACTED], the aggravation of her condition caused by exposure at the subject premises, and the need of future treatment of [REDACTED] for the conditions caused by such exposure. A copy of the Dr. Schroeder's *curriculum vitae* along with this initial report is being provided to Defendants.

Plaintiffs hereby preserve their right to designate any and all different and/or additional experts they may wish to call on any issue raised by the parties prior to trial.

Dated: August 7, 2006
Rockville, Maryland

Respectfully Submitted,

THE ROTBERT LAW GROUP, LLC

Circuit Court for Montgomery County

City or County

CIVIL-NON-DOMESTIC CASE INFORMATION REPORT

Directions:
Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.
Defendant: You must file an Information Report as required by Rule 2-323(h).
THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER: _____

CASE NAME: _____, et al. v Montgomery Housing Partnership, et al

JURY DEMAND: Yes No Anticipated length of trial: _____ hours or 5 days
RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

Special Requirements? Interpreter/communication impairment Which language _____
(Attach Form 1-332 if Accommodation or Interpreter Needed) Which dialect _____
 ADA accommodation: _____

NATURE OF ACTION
(CHECK ONE BOX)

DAMAGES/RELIEF

TORTS <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input checked="" type="checkbox"/> Toxic Torts <input type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other	LABOR <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other	A. TORTS Actual Damages <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> Medical Bills <input type="checkbox"/> \$7,500 - \$50,000 <input checked="" type="checkbox"/> <u>To be determined</u> <input type="checkbox"/> \$50,000 - \$100,000 <input checked="" type="checkbox"/> Property Damages <input checked="" type="checkbox"/> Over \$100,000 <input checked="" type="checkbox"/> <u>To be determined</u> <input checked="" type="checkbox"/> Wage Loss <input checked="" type="checkbox"/> <u>To be determined</u>		
	CONTRACTS <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> Other	B. CONTRACTS <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input type="checkbox"/> Over \$20,000	C. NONMONETARY <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other	
	REAL PROPERTY <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other			
	OTHER <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other			

ALTERNATIVE DISPUTE RESOLUTION INFORMATION
Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
A. Mediation Yes No
B. Arbitration Yes No
C. Settlement Conference Yes No
D. Neutral Evaluation Yes No

TRACK REQUEST
With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.
 1/2 day of trial or less 3 days of trial time
 1 day of trial time More than 3 days of trial time
 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.

Date 7/21/05 Signature [Signature]

2005 JUL 25 P 1:25 PM
FJHL
OFFICE
300 MD

This is the actual lawsuit (complaint) filed against Montgomery Housing Partnership. For ease of reading, most important areas are highlighted in yellow.

[REDACTED],
individually, and as the
mother and Next Friend of
[REDACTED], a minor,
Born January 21, 1995
514 Casey Lane
Rockville, Maryland 20850

Plaintiffs,

v.

MONTGOMERY HOUSING
PARTNERSHIP, INC.

SERVE ON: TARA SEELEY
11160 Veirs Mill Rd.*
Wheaton Plaza South
Suite 503
Wheaton, MD 20902

and

EQUITY MANAGEMENT, INC.
13900 Laurel Lakes Avenue
Laurel, Maryland 20707

SERVE ON: JON W. BRASSEL
Brassel and Baldwin
112 West Street
Annapolis, MD 21401

Defendants.

* * * * *

IN THE
CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Case No. _____

USDC COSTS	
FILED COST	
BY CLERK FEE	20.00
BY LOCAL COPY	20.00
TOTAL	40.00
POSTAL FEE	100.00
FILED COST	20.00
TOTAL	160.00

COMPLAINT

The Plaintiffs, [REDACTED], individually, and as the mother and Next Friend of [REDACTED], a minor, born January 21, 1995, by Scott E. Nevin, Esquire, and the Law Offices of Peter T. Nicholl, their attorneys, sue Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., and for reasons state:

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Facts Common to All Counts

1. At all times relevant the Plaintiffs are citizens of the State of Maryland and residents of Montgomery County.

2. From approximately October 2002, continuing through approximately October 2003, the Plaintiffs were lawful tenants at 13 Beall Avenue, Apartment 301, Montgomery County, Rockville, Maryland, 20850 [hereafter referred to as "the subject premises"], a rental apartment, pursuant to written lease.

3. At the time of the lease and throughout the entire tenancy, the subject premises were owned by the Defendant, Montgomery Housing Partnership, Inc.

4. At the time of the lease, and throughout the entire tenancy, the subject premises were operated and maintained by the Defendant, Equity Management, Inc., agents of the Defendant, Montgomery Housing Partnership, Inc.

5. Pursuant to the written lease agreement, Defendant Montgomery Housing Partnership, Inc. held itself out to the Plaintiffs to be the owner of the subject premises.

6. Pursuant to the written lease, as well as specific instructions given to the Plaintiffs, the Plaintiffs were to report any and all repair and maintenance requests directly to the Defendant, Equity Management, Inc.

7. Pursuant to the lease agreement and common law, the Defendant, Equity Management, Inc., its agents and employees had

the duty to respond to repair and maintenance requests made by the Plaintiffs and to conduct repairs in a reasonable, safe, timely and workmanlike manner.

8. At all relevant times, the Defendants, through their agents and employees, had the duty to use ordinary care to see that the property, as well as common areas, which the tenants may have been reasonably expected to use, was safe and if not safe, to have given the tenants reasonable notice of the unsafe conditions; to have used reasonable care to maintain the property in a safe condition; and to have protected the Plaintiffs from exposure to mold, fungi and other caustic and toxic substances on the property.

9. At all relevant times, the Defendants, through their agents and employees, had a duty to assure that the conditions in and on the subject premises would not deteriorate to the point which would render the lawful use of said property dangerous or unsafe for human habitation. In particular to the Plaintiffs lawfully residing therein:

a. to assure that the subject premises were maintained in compliance with the laws, rules, regulations and ordinances of the State of Maryland and Montgomery County;

b. to assure that said property was not managed or maintained in such a manner as to render it unfit for human habitation;

c. to assure that no such dangerous condition was permitted to continue to exist;

d. to assure that any conditions that might render the property unfit for human habitation were removed in a timely, reasonable and safe manner as to not create an increased risk of exposure to the Plaintiffs;

e. and to reasonably and adequately warn the Plaintiffs of the existence of any and all unsafe conditions that may exist.

10. Prior to the Plaintiffs' residency at the subject premises and continuous use of the common areas, the property sustained flood damage and other water problems resulting in the wetness and dampness of building materials for a sustained period of time. These conditions were brought to the attention of the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., by complaints being made directly to the Defendant, Equity Management, Inc.

11. The Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., through their agents or employees, either made superficial repairs, not completely remediating the deteriorated conditions, or failed to respond to the complaints made by the Plaintiffs, previous tenants of the subject premises, and tenants of other apartments at 13 Beall Avenue in a timely and workmanlike manner.

12. As a direct and proximate result of the failure to make the necessary repairs in a timely and workmanlike manner, the subject premises began to grow mold, fungi, and other caustic, allergenic and toxic substances that spread throughout.

13. As a direct and proximate result of the acts and omissions of the Defendants, their agents or employees, the Plaintiffs were exposed to quantities of mold, fungi, and other toxic substances within their living space and common areas. These conditions were left in areas easily and foreseeably accessible to the Plaintiffs and thereby made available for inhalation and exposure on their skin. The presence of these defects in and about the property posed a clear risk and danger that foreseeably could cause the Plaintiffs great harm.

14. Complaints were made to the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., directly and through their agents and employees, about the threatening conditions and poor maintenance of the property.

15. At all times relevant to this case, the Defendants, through their agents and employees, knew or had reason to know of the existence of wet conditions and mold and fungi growth in the property occupied by the Plaintiffs and of the inherently unreasonable danger to which the Plaintiffs were exposed.

16. The Plaintiffs continuously complained to the Defendant, Equity Management, Inc., outlining the water damage

that was present, the resulting property damage and advising that they had visible mold and mildew in the subject premises. The Defendants, through their agents and employees, failed to correct the problems and failed to take the necessary measures to remediate the mold and mildew even though the Plaintiffs continued to complain about the conditions within the subject premises and were taken to the hospital by ambulance for illnesses caused by the deteriorating conditions of the property.)

17. In May of 2003, an inspection of the subject premises was conducted by the City of Rockville and toxic mold was discovered growing around the air conditioner compressors in various units throughout the subject premises as well as common areas.

18. Following this inspection, a notice for abatement was issued to Equity Management, Inc. ordering complete abatement of the mold.

19. As a direct and proximate result of the poor conditions within the subject premises, and the Defendant's failure to correct those conditions in a timely manner, the Plaintiffs, [REDACTED] and her minor child, [REDACTED], became physically and emotionally ill, including emergency hospital visits via ambulance due to severe allergic

reactions between December 2002 and June 2003, and were forced to move out of the property.

20. Despite notice and a reasonable opportunity to correct the defective conditions of the property, the Defendants, through their agents and employees, failed to take any action to warn of, repair, or to otherwise make safe the defective and hazardous conditions. The Defendant breached its duty to the Plaintiffs by exposing them to dangerous and hazardous mold, fungi, and other caustic and toxic substances by, in addition to other negligent acts and omissions, negligently and carelessly:

a. failing to repair the wet conditions that were on the property prior to and during the tenancy of the Plaintiffs;

b. failing to remove the mold, fungi, and other caustic and toxic substances from the subject premises and common areas;

c. failing to investigate in a timely fashion the full extent of the hazardous conditions within the subject premises and common areas and then make the necessary repairs;

d. failing to inspect the property in a timely fashion for the existence of hazardous conditions such as the presence of mold, fungi, and other toxic substances;

e. failing to inform the Plaintiffs of the existence of dangerous mold, fungi, and other toxic substances in the property in a timely fashion;

f. failing to remove the dangerous mold, fungi, and other toxic substances from the property;

g. failing to abate the hazardous conditions in a reasonable and safe manner after being informed of the condition by the Plaintiffs, and others, and creating a greater risk of harm by spreading the mold, fungi, and other caustic and toxic substances throughout the property.

h. failing to comply with the laws, rules, regulations, and ordinances of the State of Maryland and Montgomery County that prohibit the leasing of properties that are not fit for human habitation.

COUNT 1

(Breach of Contract)

21. The Plaintiff, [REDACTED], sues the Defendants for Breach of Contract.

22. The Plaintiff repeats, realleges and incorporates by reference all of the factual allegations of paragraphs 1 through 20 as if fully set forth herein, and in addition thereto, alleges:

23. From approximately October 2002, continuing through approximately October 2003, the Plaintiff was a lawful tenant at 13 Beall Avenue, Apartment 301, a rental apartment, pursuant to a written lease with Defendant Montgomery Housing Partnership, Inc.

24. The Defendant, Montgomery Housing Partnership, Inc., and its agent, Defendant Equity Management, Inc., had the ongoing duty during the entire tenancy of the Plaintiff to maintain the property in good repair and safe for human habitation.

25. During all relevant times, the Defendants failed to maintain the property in good repair even after being notified by the Plaintiff, neighboring tenants of 13 Beall Avenue, and other interested parties that a hazardous condition related to water intrusion existed in the property, thus breaching the Defendants' duty to the Plaintiff.

26. As a direct, proximate and foreseeable result of the Defendants' failure to maintain the property in good repair and habitable condition, the Plaintiff became physically ill, including a hospital visit via ambulance due to a severe allergic reaction, and was forced to move out of the property.

27. As a direct, proximate and foreseeable result of the Defendants' Breach of Contract, the Plaintiff lost money that was paid toward rent during the period of the tenancy when the property was not fit for human habitation, sustained damage to her personal property, and incurred additional and unexpected moving expenses.

28. As a direct, proximate and foreseeable result of the Defendants' Breach of Contract, the Plaintiff sustained

consequential damages in that she became physically ill requiring medical care and treatment, suffered injuries to her body and mind, incurred medical expenses in the past and present, will continue to incur medical expenses in the future, was and will be prevented and precluded from engaging in her usual day-to-day activities, duties and pursuits, has been deprived of living a full and normal life to which the Plaintiff was entitled, and was and will be otherwise hurt, injured and damaged.

29. The Breach of Contract by the Defendants was not caused by any act of the Plaintiff, who at all times performed her contractual duties as required by the lease agreement.

WHEREFORE, this suit is brought and the Plaintiff, [REDACTED], claims consequential damages in the amount of One Million Dollars (\$1,000,000.00) in economic damages and Three Million Dollars (\$3,000,000.00) in non-economic damages plus costs from Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., jointly and severally, for Breach of Contract.

COUNT 2

(Negligence)

30. The Plaintiff, [REDACTED], sues the Defendants for Negligence.

31. The Plaintiff repeats, realleges and incorporates by reference all of the factual allegations of paragraphs 1 through 29 as if fully set forth herein, and in addition thereto, alleges:

32. From approximately October 2002, continuing through approximately October 2003, the Plaintiff was a lawful tenant at 13 Beall Avenue, Apartment 301, a rental apartment, pursuant to a written lease with Defendant Montgomery Housing Partnership, Inc.

33. The Defendant, Montgomery Housing Partnership, Inc., and its agent, Defendant Equity Management, Inc., had the ongoing duty during the entire tenancy of the Plaintiff to maintain the property in good repair and safe for human habitation.

34. During all relevant times, the Defendants failed to maintain the property in good repair even after being notified by the Plaintiff, neighboring tenants of 13 Beall Avenue, and other interested parties that a hazardous condition related to water intrusion existed in the property, thus breaching the Defendants' duty to the Plaintiff.

35. As a direct, proximate and foreseeable result of the Defendants' failure to maintain the property in good repair and habitable condition, the Plaintiff became physically ill,

including hospital visits via ambulance due to a severe allergic reaction, and was forced to move out of the property.

36. As a direct, proximate and foreseeable result of the Defendants' negligent acts and omissions, the Plaintiff lost money that was paid toward rent during the period of the tenancy when the property was not fit for human habitation, sustained damage to her personal property, and incurred additional and unexpected moving expenses.

37. As a direct, proximate and foreseeable result of the Defendants' negligent acts and omissions, the Plaintiff sustained consequential damages in that she became physically ill requiring medical care and treatment, suffered injuries to her body and mind, incurred medical expenses for herself and her minor child, [REDACTED], for which she is responsible, in the past and present, will continue to incur medical expenses for herself and her minor child, [REDACTED], for which she is responsible, in the future, was and will be prevented and precluded from engaging in her usual day-to-day activities, duties and pursuits, has been deprived of living a full and normal life to which the Plaintiff was entitled, and was and will be otherwise hurt, injured and damaged.

38. All of the Plaintiff's injuries and damages, past, present and prospective were, are, and will be due solely to the negligence of the Defendants, without any negligence or want of

due care on the part of the Plaintiff directly contributing thereto.

WHEREFORE, this suit is brought and the Plaintiff, [REDACTED], claims One Million Dollars (\$1,000,000.00) in economic damages and Three Million Dollars (3,000,000.00) in non-economic damages plus costs from the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., jointly and severally, for negligence.

COUNT 3

(Negligence)

39. The Plaintiff, [REDACTED], as the mother and Next Friend of [REDACTED], a minor, born January 21, 1995, sues the Defendants for Negligence.

40. The Plaintiff repeats, realleges and incorporates by reference all of the factual allegations of paragraphs 1 through 38 as if fully set forth herein, and in addition thereto, alleges:

41. From approximately October 2002, continuing through approximately October 2003, the Plaintiff was a lawful tenant at 13 Beall Avenue, Apartment 301, a rental apartment, pursuant to a written lease with Defendant Montgomery Housing Partnership, Inc.

42. The Defendant, Montgomery Housing Partnership, Inc., and its agent, Defendant Equity Management, Inc., had the

ongoing duty during the entire tenancy of the Plaintiff to maintain the property in good repair and safe for human habitation.

43. During all relevant times, the Defendants failed to maintain the property in good repair even after being notified by the Plaintiff, neighboring tenants of 13 Beall Avenue, and other interested parties that a hazardous condition related to water intrusion existed in the property, thus breaching the Defendants' duty to the Plaintiff.

44. As a direct, proximate and foreseeable result of the Defendants' failure to maintain the property in good repair and habitable condition, the Plaintiff became physically ill, including several emergency hospital visits via ambulance due to severe allergic reactions, and was forced to move out of the property.

45. As a direct, proximate and foreseeable result of the Defendants' negligent acts and omissions, the Plaintiff sustained consequential damages in that she became physically ill requiring medical care and treatment, suffered permanent injuries to her body and mind, was and will be prevented and precluded from engaging in her usual day-to-day activities, duties and pursuits, has been deprived of living a full and normal life to which the Plaintiff was entitled, and was and will be otherwise hurt, injured and damaged.

46. All of the Plaintiff's injuries and damages, past, present and prospective were, are, and will be due solely to the negligence of the Defendants, without any negligence or want of due care on the part of the Plaintiff directly contributing thereto.

WHEREFORE, this suit is brought and the Plaintiff, [REDACTED], as the mother and Next Friend of [REDACTED], a minor, born January 21, 1995, claims One Million Dollars (\$1,000,000.00) in economic damages and Three Million Dollars (3,000,000.00) in non-economic damages plus costs from the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., jointly and severally, for negligence.

Count 4

(Unfair Trade Practices)

47. The Plaintiff, [REDACTED], sues the Defendants for Unfair Trade Practices.

48. The Plaintiff repeats, realleges and incorporates by reference all of the factual allegations of paragraphs 1 through 46 as if fully set forth herein, and in addition thereto, alleges:

49. Maryland Commercial Law Article §13-303 prohibits any person from engaging in any unfair or deceptive trade practice, as defined by §13-301, in the lease or offer for lease of consumer realty.

50. In leasing and offering to lease the subject premises to the Plaintiff, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., made explicit and implicit representations, warranties, assurances and statements that the subject property was safe and fit for human habitation and did not expose the Plaintiff to unreasonable danger or risk to life, health and safety, and that the subject property was in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions.

51. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(1), namely, a false or misleading oral or written statement or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers.

52. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the

Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(2), namely, a representation that the subject property is of a particular standard or quality which it is not.

53. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(3), namely, a failure to state a material fact if the failure deceives or tends to deceive.

54. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws,

regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(5), namely, an offer of consumer realty without intent to lease as offered.

55. By leasing and offering to lease the subject premises, which was not safe and fit for human habitation and exposed the Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(9), namely, a) deception, b) fraud, c) false pretense, d) false premise, e) misrepresentation, or f) knowing concealment, suppression, or omission of any material fact with the intent that the consumer rely on the same.

56. As a direct foreseeable and proximate cause of the unfair and deceptive trade practices committed by the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., the Plaintiff, [REDACTED], suffered harm in that she became physically ill requiring medical care and treatment, suffered injuries to her body and mind, incurred medical expenses for herself and her minor child, [REDACTED].

[REDACTED] for which she is responsible, in the past and present, will continue to incur medical expenses for herself and her minor child, [REDACTED], for which she is responsible, in the future, was and will be prevented and precluded from engaging in her usual day-to-day activities, duties and pursuits, has been deprived of living a full and normal life to which the Plaintiff was entitled, and was and will be otherwise hurt, injured and damaged.

57. All of the Plaintiff's injuries and damages, past, present and prospective were, are, and will be due solely to the unfair trade practices of the Defendants, without any act on the part of the Plaintiff directly contributing thereto.

WHEREFORE, this suit is brought and the Plaintiff, [REDACTED], claims One Million Dollars (\$1,000,000.00) in economic damages and Three Million Dollars (3,000,000.00) in non-economic damages plus costs from the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., jointly and severally, for unfair trade practices.

Count 5

(Unfair Trade Practices)

58. The Plaintiff, [REDACTED], as the mother and Next Friend of [REDACTED], a minor, born January 21, 1995, sues the Defendants for Unfair Trade Practices.

59. The minor Plaintiff repeats, realleges and incorporates by reference all of the factual allegations of paragraphs 1 through 57 as if fully set forth herein, and in addition thereto, alleges:

60. Maryland Commercial Law Article §13-303 prohibits any person from engaging in any unfair or deceptive trade practice, as defined by §13-301, in the lease or offer for lease of consumer realty.

61. In leasing and offering to lease the subject premises to the Plaintiff, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., made explicit and implicit representations, warranties, assurances and statements that the subject property was safe and fit for human habitation and did not expose the minor Plaintiff to unreasonable danger or risk to life, health and safety, and that the subject property was in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions.

62. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the minor Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery

Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(1), namely, a false or misleading oral or written statement or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers.

63. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the minor Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(2), namely, a representation that the subject property is of a particular standard or quality which it is not.

64. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the minor Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc.,

committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(3), namely, a failure to state a material fact if the failure deceives or tends to deceive.

65. By leasing and offering to lease the subject premises, which were not safe and fit for human habitation and exposed the minor Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(5), namely, an offer of consumer realty without intent to lease as offered.

66. By leasing and offering to lease the subject premises, which was not safe and fit for human habitation and exposed the minor Plaintiff to unreasonable danger and risk to life, health and safety, and which was not in compliance with the Montgomery County Housing Code and other applicable statutes, laws, regulations and code provisions, the Defendants, Montgomery Housing Partnership, Inc., and Equity Management, Inc., committed an unfair or deceptive trade practice under §13-303, as defined by §13-301(9), namely, a deception, fraud, false pretense, false premise, misrepresentation, or knowing

concealment, suppression, or omission of any material fact with the intent that the consumer rely on the same.

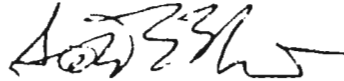
67. As a direct foreseeable and proximate cause of the unfair and deceptive trade practices committed by the Defendants, Montgomery Housing Partnership, Inc. and Equity Management, Inc., the minor Plaintiff sustained consequential damages in that she became physically ill requiring medical care and treatment, suffered permanent injuries to her body and mind, was and will be prevented and precluded from engaging in her usual day-to-day activities, duties and pursuits, has been deprived of living a full and normal life to which the minor Plaintiff was entitled, and was and will be otherwise hurt, injured and damaged.

68. All of the minor Plaintiff's injuries and damages, past, present and prospective were, are, and will be due solely to the unfair trade practices of the Defendants, without any act on the part of the Plaintiff directly contributing thereto.

WHEREFORE, this suit is brought and the Plaintiff, [REDACTED], as the mother and Next Friend of [REDACTED] a minor, born January 21, 1995, claims One Million Dollars (\$1,000,000.00) in economic damages and Three Million Dollars (3,000,000.00) in non-economic damages plus costs from the Defendants, Montgomery Housing Partnership, Inc. and Equity

Management, Inc., jointly and severally, for unfair trade practices.

Respectfully submitted by:

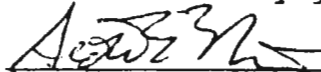


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DEMAND FOR JURY TRIAL

The Plaintiffs elect a trial by jury.



Scott E. Nevin

Photographs taken by a resident of Beall's Grant Annex (14-unit building) Summer 2003.
Residents were still living in the building at the time these were taken.
Montgomery Housing Partnership (MHP) owned the building, and Equity Management Inc. managed the property.

