

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

DALE KNIGHT
119 Randolph Avenue
Hagerstown, MD 21740

and

SHACOLE ROLLE
119 Randolph Avenue
Hagerstown, MD 21740

Plaintiffs,

v.

AZIZ PROPERTIES, LLC
463 Sternwheeler Court
Gaithersburg, MD 20877

Serve On: Resident Agent
Rabi Ullah
522 North Frederick Avenue
Unit 20B
Gaithersburg, MD 20877

and

MALIK NAJEEB
43035 Northlake Boulevard
Leesburg, VA 20176

Defendants.

C-21-CV-23-000498

Case No. _____

COMPLAINT

Dale Knight and Shacole Rolle, by their counsel Seth J. Crisler-Smith and Jennifer E.S.

Weil of Maryland Legal Aid, sue Aziz Properties, LLC and Malik A. Najeeb on the following grounds.

Introduction

This complaint arises from the failure of Aziz Properties, LLC and Malik Najeeb (the “Defendants”) to timely deliver possession of residential rental property; Defendants’ multiple acts of retaliation against Mr. Knight and Ms. Rolle; and Defendants’ false and misleading representations and omissions concerning that rental property. In each instance, Defendants’ actions violated the law and caused harm to Mr. Knight, Ms. Rolle, and their minor children.

In August 2023, Mr. Knight and Ms. Rolle contracted with Aziz Properties, LLC (“Aziz”) to rent 119 Randolph Avenue, a duplex house in Hagerstown, Maryland (the “Property”) as a home for their family, which includes their two children. Mr. Najeeb is an owner of Aziz. He handled the matter for Aziz and signed the lease on its behalf. Defendants own and operate the Property in the City of Hagerstown, Maryland (“City”).

Defendants failed to timely deliver possession of the Property in accordance with the lease. This caused Mr. Knight, Ms. Rolle, and their two minor children to be homeless and suffer damages. Upon taking possession of the Property – about two weeks after the lease started – Mr. Knight and Ms. Rolle discovered numerous property defects. They promptly contacted the City’s Code Administration Division and requested an inspection.

Upon inspecting the Property, the City provided Defendants notice of multiple violations of City code. In addition, the City condemned the Property because of an improperly installed gas water heater that was venting *inside* the Property structure.¹ The condemnation caused Mr. Knight, Ms. Rolle, and their children to be displaced from the Property and to suffer damages, including severe anxiety and other emotional distress. Defendants made no effort to mitigate the

¹ Defendant’s other violations of City Code included, *inter alia*, standing water and debris in the basement; unpermitted attic, plumbing, and bathroom work; inadequate clothing dryer ventilation; multiple non-working electrical outlets; and disconnected or missing smoke detectors. Some conditions have been remediated as of the date of this complaint and others have not.

harm they caused, such as by providing substitute housing for Mr. Knight, Ms. Rolle and their children.

To begin with, Defendants leased the Property unlawfully. The City required Defendants to obtain a rental license for the Property before renting it. Defendants possessed no such rental license when leasing the Property to Mr. Knight and Ms. Rolle. Further, the Property should have been inspected before Defendants rented it to Mr. Knight, Ms. Rolle, and their children. Such an inspection could have revealed substantial property defects, including those defects that caused the Property to be condemned. Had Defendants obtained the required rental license and submitted the Property to the required inspection, the Property would not have been condemned and Mr. Knight, Ms. Rolle, and their children would not have been displaced as a result.

Defendants failed to disclose to Mr. Knight and Ms. Rolle that it lacked a required rental license; that it had not completed a City inspection; and that the Property was at risk of immediate condemnation. Defendants falsely warranted that the Property would be delivered on September 1, 2023, when in fact Defendants had no intention of timely delivering the Property.

As a result of Defendants' false and misleading representations and omissions, Mr. Knight and Ms. Rolle were induced to execute the lease and came to suffer damages, including severe anxiety and other emotional distress. Despite the foregoing, Defendants still retained rent, collected rent, and attempted to collect rent – including rent already paid.

Making matters worse for Mr. Knight, Ms. Rolle, and their children, after they contacted Maryland Legal Aid and their Legal Aid counsel notified Defendants of their unlawful conduct, Defendants responded with an immediate onslaught of illegal retaliation.

This Complaint seeks damages, court costs, and reasonable attorney fees in connection with Defendants' illegal and harmful mistreatment of Mr. Knight, Ms. Rolle, and their children.

Parties

1. Dale Knight and Shacolle Rolle reside at 119 Randolph Avenue in Hagerstown, Maryland.
2. Aziz Properties, LLC is a Maryland limited liability company that owns and leases 119 Randolph Avenue in Hagerstown, Maryland.
3. Malik Najeeb resides at 43035 Northlake Boulevard in Leesburg, Virginia and is a member of Aziz Properties, LLC. Mr. Najeeb manages 119 Randolph Avenue for Aziz. Mr. Najeeb directed and participated in the unlawful conduct that forms the basis of this complaint.

Jurisdiction and Venue

4. This Court has jurisdiction over Aziz under Md. Code Ann. Cts. & Jud. Pro. § 6-102 because Aziz is organized under the laws of Maryland. The Court has jurisdiction over Mr. Najeeb under Md. Code Ann. Cts. & Jud. Pro. § 6-103(b)(1) because he regularly transacts business in Maryland.
5. Venue is proper in this Court under Cts. & Jud. Pro. § 6-201(a) and (b) because the defendants carry on a regular business in Washington County and the causes of action arose in Washington County.

Facts Common to All Counts

6. On August 27, 2023, Mr. Knight and Ms. Rolle met with Mr. Najeeb because they needed a home for their family. Mr. Najeeb offered to rent them 119 Randolph Avenue for \$1,700 per month, telling them that they could move in on September 1, 2023. Mr. Knight and Ms. Rolle signed a lease for 119 Randolph Avenue on the spot. Mr. Najeeb signed the lease for Aziz. The lease is attached as Exhibit 1.

7. Their lease for 119 Randolph Avenue was for one year beginning September 1, 2023 and listed Mr. Knight and Ms. Rolle as the primary tenants and their two children as occupants.

8. At the August 27, 2023, meeting, Mr. Knight and Ms. Rolle paid Mr. Najeeb a security deposit of \$1,700 plus their first-month's rent of \$1,700 for September 2023. They paid with cash and money orders.

9. When they paid Mr. Najeeb, Mr. Knight and Ms. Rolle asked for a receipt but he refused to give them one, saying that the lease was their receipt.

10. Mr. Knight and Ms. Rolle arrived at the Property on September 1, 2023 to take possession and begin the lease term.

11. When they entered the Property on September 1, 2023, Mr. Knight and Ms. Rolle discovered that they couldn't move in. Aziz's maintenance man and several co-workers were living in the Property, which had only partial flooring, had framed but unfinished walls, was unpainted, and was full of construction debris. Aziz's maintenance man, who identified himself as Juan, told Mr. Knight and Ms. Rolle that they could move in with their family on September 5, 2023.

12. On September 5, 2023, Mr. Knight and Ms. Rolle discovered that they could still not move their family into the Property because Juan and his co-workers were still working on and living in the Property.

13. Mr. Knight and Ms. Rolle had no home and were forced to make alternate housing arrangements, including sleeping in their car, renting a hotel room, and seeking the assistance of friends to shelter their minor children.

14. As days passed and 119 Randolph Avenue remained occupied by Aziz's workers, Mr. Knight and Ms. Rolle grew increasingly fearful and anxious.

15. On September 16, 2023, after being homeless for sixteen days and in a state of financial and family crisis, Mr. Knight and Ms. Rolle contacted the City of Hagerstown Police Department for help.

16. The Police Department helped Mr. Knight and Ms. Rolle take peaceful possession of 119 Randolph Avenue on September 16, 2023.

17. On September 20, 2023, Mr. Knight and Ms. Rolle, through counsel, notified Mr. Najeeb and Aziz that they had violated the lease by failing to deliver possession of 119 Randolph Avenue on September 1, 2023 when the lease began.

18. The next day, on September 21, 2023, Defendants' attorney Russ Robinson, texted to Mr. Knight and Ms. Rolle a photograph of a 10-day notice of intent to file a complaint for summary ejectment ("First Retaliation"). The 10-day notice is attached as Exhibit 2.

19. The First Retaliation falsely claimed that the September 2023 rent for 119 Randolph Avenue was unpaid and threatened to file a summary action for repossession of the Property. In fact, Mr. Knight and Ms. Rolle had paid Mr. Najeeb the full September rent on August 27, 2023. Mr. Najeeb knew the First Retaliation was false.

20. On or about October 2, 2023, after discovering substantial defects at the Property, Mr. Knight and Ms. Rolle contacted the City's Planning and Code Administration Division to request an inspection of the Property.

21. On October 4, 2023, Matthew Sutton, an inspector employed by the City's Planning and Code Administration Division, inspected the Property.

22. Immediately after that inspection, Mr. Sutton issued to Aziz a notice of inspection results itemizing multiple violations of City Code. The City notice is attached as Exhibit 3.

23. The notice of inspection results advised Aziz of multiple conditions at the Property that posed a substantial threat to the health and safety of Mr. Knight, Ms. Rolle, and their children.

24. Among other violations, Mr. Sutton discovered that Aziz's workers had vented the gas water heater to the *inside* of the house. The notice of inspection results required that this dangerous condition be remediated by the following day, October 5, 2023.

25. When Aziz failed to fix this hazardous condition on October 5, the City condemned the Property and required Mr. Knight, Ms. Rolle, and their children to leave the Property immediately for their own safety. The City notice is attached as Exhibit 4.

26. Aziz made no effort to provide Mr. Knight, Ms. Rolle, and their children with alternate housing, and they again had to seek alternate housing, including staying with friends and paying for a motel.

27. Hagerstown lifted the condemnation order on October 17, 2023, when Aziz finally fixed the most dangerous conditions in the Property.

28. During the time they were displaced due to the condemnation in October, Mr. Knight and Ms. Rolle discovered that Defendants failed to obtain a license to rent 119 Randolph Street.

29. On October 14, 2023, while they were homeless because the Property they had rented from the Defendants was condemned, Mr. Knight and Ms. Rolle received from Aziz a 14-day notice of termination of lease agreement for breach of lease ("Second Retaliation"). The lease termination notice is attached as Exhibit 5.

30. The Second Retaliation falsely alleged that Mr. Knight and Ms. Rolle had provided inaccurate information on their rental application and that they had deliberately

damaged the Property, such that they presented a “clear and imminent danger...to the landlord’s property.”

31. Next, on October 16, 2023, with the Property still condemned, Aziz filed a summary ejectment action against Mr. Knight and Ms. Rolle falsely alleging that they had failed to pay the September and October rent (“Third Retaliation”). The complaint for summary ejectment is attached as Exhibit 6.

32. The summary ejectment action was unfounded because Mr. Knight and Ms. Rolle had paid the September rent; Plaintiffs were displaced from the Property for much of September and October; the October 10-day notice was improper because Aziz issued it the same day as the summary ejectment complaint; and in any event, Defendants were prohibited by law from using the summary ejectment process to collect rent for an unlicensed property.

33. As a result of the Third Retaliation, Mr. Knight and Ms. Rolle were required to appear in Washington County District Court on October 27, 2023, where Defendants dismissed the meritless summary ejectment action they had filed in retaliation for Mr. Knight and Ms. Rolle having contacted Hagerstown about the dangerous conditions in the Property.

34. In summary, Mr. Najeeb and Aziz’s retaliatory actions against Mr. Knight and Ms. Rolle include sending a 10-day notice of intent to file a summary ejectment action for rent that was not owed (First Retaliation); issuing a baseless breach of lease notice (Second Retaliation); and filing a meritless failure to pay rent case that they dismissed only after forcing Mr. Knight and Ms. Rolle to appear at court (Third Retaliation).²

² While not yet the subject of this Complaint, Defendants have now undertaken a Fourth Retaliation in the form of a second Breach of Lease notice.

VIOLATIONS

Count I – Covenant of Possession of Leased Premises

Md. Code Ann., Real Prop. § 8-204

(Against Both Defendants)

35. Mr. Knight and Ms. Rolle re-allege the allegations of paragraphs 1 through 34 and incorporate them in this count.

36. Maryland law provides a covenant of possession of leased premises:

Covenant of possession

[] (b) A landlord shall assure the tenant that the tenant, peaceably and quietly, may enter on the leased premises at the beginning of the term of any lease.

Failure to deliver possession of dwelling

(c) If the landlord fails to provide the tenant with possession of the dwelling unit at the beginning of the term of any lease, the rent payable under the lease shall abate until possession is delivered. The tenant, on written notice to the landlord before possession is delivered, may terminate, cancel, and rescind the lease. []

Consequential damages

(e) If the landlord fails to provide the tenant with possession of the dwelling unit at the beginning of the term of any lease, whether or not the lease is terminated under this section, the landlord is liable to the tenant for consequential damages actually suffered by the tenant subsequent to the tenant's giving notice to the landlord of the tenant's inability to enter on the leased premises.

Md. Code Ann., Real Prop. ("Real Prop.") § 8-204 (2023).

37. This covenant applies to single family dwelling units. Real Prop. § 8-204(a).

38. The Property at 119 Randolph Avenue is a single-family unit subject to this covenant of possession.

39. Mr. Najeeb and Aziz failed to deliver 119 Randolph Avenue to Mr. Knight and Ms. Rolle when the lease started on September 1, 2023.

40. Mr. Knight and Ms. Rolle provided immediate and ongoing notice to Mr. Najeeb and Aziz regarding their failure to deliver timely possession of the Property.

41. Mr. Knight and Ms. Rolle did not obtain possession of the Property until September 16, 2023.

42. As a result of Defendants' failure to timely deliver possession of the Property to Mr. Knight and Ms. Rolle, they suffered actual and consequential damages.

43. Mr. Knight and Ms. Rolle seek actual and consequential damages against Mr. Najeeb and Aziz, jointly and severally, under Count I.

Count II – Retaliatory Action – Notice of Intent to File an Action for Summary Ejectment

Md. Code Ann., Real Prop. § 8-208.1
(Against Both Defendants)

44. Mr. Knight and Ms. Rolle re-allege the allegations of paragraphs 1 through 34 and incorporate them in this count.

45. Under Maryland law, a residential landlord cannot lawfully “bring or threaten to bring an action for possession against a tenant” because “the tenant or the tenant’s agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the lease premise that is a substantial threat to the health or safety of occupants.” Real Prop. § 8-208.1(a).

46. On September 20, 2023, Mr. Knight and Ms. Rolle, through counsel, contacted Mr. Najeeb and Aziz to advise that Mr. Najeeb and Aziz had breached the lease by failing to deliver possession of the Property on September 1, 2023.

47. One day later, on September 21, 2023, Mr. Najeeb and Aziz retaliated by sending Mr. Knight and Ms. Rolle a baseless 10-day notice of intent to file a complaint for summary ejectment.

48. The notice of intent was factually baseless as Mr. Knight and Ms. Rolle had paid their September rent on August 27, 2023.

49. On September 21, 2023, when they sent the 10-day notice of intent, Mr. Najeeb and Aziz still did not have a rental license for the Property and so were prohibited by law from collecting rent or filing an action for repossession even if rent had not been paid.

50. A landlord found to have “engaged in a retaliatory action” is liable for damages of up to three month’s rent, reasonable attorney fees, and court costs. Real Prop. § 8-208.1(c).

51. Mr. Knight and Ms. Rolle seek \$5,100 in damages, attorney fees, and court costs against Mr. Najeeb and Aziz, jointly and severally, under Count II.

Count III – Retaliatory Action – Breach of Lease Notice

Md. Code Ann. Real Prop. § 8-208.1

(Against Both Defendants)

52. Mr. Knight and Ms. Rolle re-allege the allegations in paragraphs 1 through 34 and incorporate them in this count.

53. Under Maryland law, a residential landlord cannot lawfully “bring or threaten to bring an action for possession against a tenant” because “the tenant or the tenant’s agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the lease premise that is a substantial threat to the health or safety of occupants.” Real Prop. § 8-208.1(a).

54. After Mr. Knight and Ms. Rolle called City’s Planning and Code Administration Division and requested a Property inspection, Mr. Najeeb and Aziz engaged in a prohibited retaliatory act by issuing to Mr. Knight and Ms. Rolle a baseless breach of lease notice on October 14, 2023. That notice threatened Mr. Knight and Ms. Rolle with eviction.

55. The notice accused Mr. Knight and Ms. Rolle of misrepresentation in their lease application, falsely alleged that Mr. Knight and Ms. Rolle deliberately damaged the Property,

and falsely alleged that Mr. Knight and Ms. Rolle presented a clear and imminent danger of doing serious further harm to the Property.

56. When Mr. Najeeb and Aziz sent that notice, Mr. Knight and Ms. Rolle were still displaced by the condemnation at 119 Randolph Avenue.

57. When Mr. Najeeb and Aziz sent the breach of lease notice, they had no license to rent 119 Randolph Avenue and were prohibited by law from collecting rent or filing a non-emergency breach of lease action.

58. It was clear from the City's notice of violations that the dangerous Property conditions pre-dated Mr. Knight and Ms. Rolle's brief period of possession and that Defendants were responsible for those conditions. Nonetheless, Defendants' retaliatory notice attempted to blame Mr. Knight and Ms. Rolle for those conditions.

59. A landlord found to have "engaged in a retaliatory action" is liable for damages of up to three month's rent, reasonable attorney fees, and court costs. Real Prop § 8-208.1(c).

60. Mr. Knight and Ms. Rolle seek \$5,100 in damages, attorney fees, and court costs against Mr. Najeeb and Aziz, jointly and severally, under Count III.

Count IV – Retaliatory Action – Summary Ejectment Complaint

Md. Code Ann. Real Prop. § 8-208.1
(Against Both Defendants)

61. Mr. Knight and Ms. Rolle re-allege the allegations in paragraphs 1 through 34 and incorporate them in this count.

62. Under Maryland law a residential landlord cannot lawfully "bring or threaten to bring an action for possession against a tenant" because "the tenant or the tenant's agent has provided written or actual notice of a good faith complaint about an alleged violation of the lease, violation of law, or condition on the lease premise that is a substantial threat to the health or safety of occupants." Real Prop § 8-208.1(a).

63. Two weeks after Mr. Knight and Ms. Rolle called the City’s Planning and Code Administration Division and requested a property inspection, and just ten days after the City condemned the Property due to the dangerous conditions it discovered, Mr. Najeeb and Aziz filed a retaliatory summary ejectment complaint seeking possession of the Property based on the false allegation that September and October rent was due and owing.

64. The summary ejectment action was meritless because September rent had already been paid; Defendants did not obtain a rental license and so could not collect rent accruing for an unlicensed period; a timely 10-day notice of intent had not been sent as to October rent; and tenants were displaced in both September and October such that they did not even have possession of the Property for the full period claimed by Defendants.

65. Defendants’ summary ejectment complaint falsely asserted that the Property is not required to be licensed to operate as a rental property, but also stated “license pending due to repairs.”³

66. Mr. Knight and Ms. Rolle appeared at Washington County District Court on October 27, 2023 to defend themselves from being evicted by Defendants.

67. In response to seeing Mr. Knight and Ms. Rolle in court, Defendants dismissed the summary ejectment case.

68. A landlord found to have “engaged in a retaliatory action” is liable for damages of up to three month’s rent, reasonable attorney fees, and court costs. Real Prop § 8-208.1(c).

69. Mr. Knight and Ms. Rolle seek \$5,100 in damages, attorney fees, and court costs against Mr. Najeeb and Aziz, jointly and severally, under Count IV.

³ Defendants’ summary ejectment complaint was further deficient on its face because it did not contain statutorily-required information, including whether the Property is an affected property as defined at Section 6-801 of the Environment Article and is properly registered under that Article.

Count V – Maryland Consumer Debt Collection Act

Md. Code Ann., Com. Law § 14-201 et. seq.

(Against Both Defendants)

70. Mr. Knight and Ms. Rolle re-allege the allegations in paragraphs 1 through 34 and incorporate them in this count.

71. Mr. Najeeb and Aziz are “collectors” within the meaning of the Maryland Consumer Debt Collection Act (“Debt Collection Act”) because they collected and attempted to collect an alleged debt arising out of a consumer transaction. Md. Code Ann., Com. Law § 14-201(b).

72. In charging and suing for rent and fees under a lease, Mr. Najeeb and Aziz were “collecting or attempting to collect an alleged debt arising out of a consumer transaction.” Md. Code Ann., Com. Law § 14-201(b).

73. The lease for 119 Randolph Avenue concerned “real or personal property, services, money, or credit for personal, family, or household purposes.” Md. Code Ann., Com. Law § 14-201(c).

74. Mr. Najeeb and Aziz violated the Debt Collection Act because they had no right to collect the sums they sought from Mr. Knight and Ms. Rolle and because they attempted to collect an alleged debt knowing they had no right to do so. Md. Code Ann., Com. Law § 14-202(8).

75. Mr. Najeeb and Aziz further violated the Debt Collection Act by collecting and retaining full September rent when Mr. Knight and Ms. Rolle did not get possession of the Property until September 16, and by suing Mr. Knight and Ms. Rolle for the September rent they had already paid. Defendant’s actions in seeking, collecting and retaining rent which Defendants could not legally seek, collect or retain, while possession of the Property had not

been granted at the beginning of the lease term, violates the Debt Collection Act. Md. Code Ann., Com. Law § 14-202(8).

76. Mr. Najeeb and Aziz also violated the Debt Collection Act by suing Mr. Knight and Ms. Rolle for September and October rent when 119 Randolph Avenue was not a licensed rental Property and Mr. Najeeb and Aziz had no right to collect rent for the unlicensed period.

77. A collector further violates the Debt Collection Act by violating the federal Fair Debt Collection Practices Act at sections 804 through 812. *See* Md. Code Ann., Com. Law § 14-202(11).

78. Mr. Najeeb and Aziz's efforts to collect rent they were not owed violated the Fair Debt Collection Practices Act.

79. As a result of Mr. Najeeb and Aziz's violations of the Debt Collection Act, Mr. Knight and Ms. Rolle suffered consequential damages, including severe emotional distress.

80. Mr. Knight and Ms. Rolle seek consequential damages against Mr. Najeeb and Aziz, jointly and severally, under Count V.

Count VI – Maryland Consumer Protection Act
Md. Code Ann., Com. Law § 13-101 et. seq.
(Against Both Defendants)

81. Mr. Knight and Ms. Rolle re-allege the allegations in paragraphs 1 through 34 and incorporate them in this count.

82. The Maryland Consumer Protection Act prohibits a person from engaging in unfair or deceptive trade practices. Md. Code Ann., Com. Law § 13-101 *et seq.*

83. A "person" under the Consumer Protection Act includes an "individual, corporation, business trust, statutory trust, estate, trust, partnership, association, two or more

persons having a joint or common interest, or any other legal or commercial entity.” Md. Code Ann., Com. Law § 13-101(h).

84. As “persons” under the Consumer Protection Act, Mr. Najeeb and Aziz are prohibited by the Act from engaging in unfair and deceptive trade practices.

85. Mr. Najeeb and Aziz engaged in unfair, abusive, and/or deceptive trade practices against Mr. Knight and Ms. Rolle, including:

- a) Making false or misleading oral or written statements and other representations that deceived or misled Mr. Knight and Ms. Rolle;
- b) Failing to state material facts as a result of which Mr. Knight and Ms. Rolle were misled;
- c) Advertising or offering consumer realty without the intent to lease or rent the realty as advertised or offered to Mr. Knight and Ms. Rolle; and
- d) Violating provisions of the Maryland Consumer Debt Collection Act.

See Md. Code Ann., Com. Law § 13-301(1), (2), (5), (14).

86. Mr. Najeeb and Aziz misled Mr. Knight and Ms. Rolle by telling them that they could move into 119 Randolph Avenue on September 1, 2023, and by executing a lease effective that date when they knew the Property was not ready for occupancy on that date.

87. Mr. Najeeb and Aziz misled Mr. Knight and Ms. Rolle by failing to disclose that the Property had not been inspected by the City and that they had no license to rent it.

88. Further, Mr. Najeeb and Aziz misled Mr. Knight and Ms. Rolle by failing to disclose dangerous conditions at the Property that presented a substantial risk to the health and safety of Mr. Knight, Ms. Rolle, and their children, and which led the City to condemn the Property.

89. Mr. Najeeb and Aziz made no effort to mitigate the harm that their misleading conduct caused to Mr. Knight and Ms. Rolle.

90. Mr. Knight and Ms. Rolle reasonably relied on Mr. Najeeb's and Aziz's misleading statements and deceitful representations.

91. It is a violation of the Consumer Protection Act to violate Debt Collection Act. Md. Code Ann., Com. Law §§ 13-303(14)(iii).

92. Mr. Najeeb and Aziz violated the Debt Collection Act as set forth at Count V.

93. Due to Mr. Najeeb's and Aziz's violations of the Consumer Protection Act, Mr. Knight and Ms. Rolle suffered consequential damages, including severe emotional distress.

94. Mr. Knight and Ms. Rolle seek consequential damages against Mr. Najeeb and Aziz, jointly and severally, under Count VI.

PRAYER FOR RELIEF

WHEREFORE, Mr. Knight and Ms. Rolle seek:

- a. Under **Count I**, consequential damages against Mr. Najeeb and Aziz jointly and severally;
- b. Under **Count II**, damages of \$5,100 against Mr. Najeeb and Aziz jointly and severally;
- c. Under **Count III**, award Mr. Knight and Ms. Rolle damages of \$5,100 against Mr. Najeeb and Aziz jointly and severally;
- d. Under **Count IV**, award Mr. Knight and Ms. Rolle damages of \$5,100 against Mr. Najeeb and Aziz jointly and severally;
- e. Under **Count V**, award Mr. Knight and Ms. Rolle damages in excess of \$75,000 against Mr. Najeeb and Aziz jointly and severally;
- f. Under **Count VI**, award Mr. Knight and Ms. Rolle damages in excess of \$75,000 against Mr. Najeeb and Aziz jointly and severally;
- g. Reasonable attorney's fees under **Counts II, III, IV, V, and VI**.
- h. An award of such other and further relief as the Court deems proper.

Respectfully Submitted,

/s/ Jennifer E.S. Weil

Jennifer E.S. Weil, Esq.

Maryland Legal Aid

22 South Market Street, Suite 11

Frederick, Maryland 21701

Email: jweil@mdlab.org

Phone: (240) 575-5025

Fax: (301) 698-2636

CPF No. 9812170265

/s/ Seth J. Crisler-Smith

Seth J. Crisler-Smith, Esq.

Maryland Legal Aid

22 South Market Street, Suite 11

Frederick, MD 21701

Email: scriclersmith@mdlab.org

Phone: (240) 575-5050

Fax: (301) 698-2636

CPF No. 2006160007