

BOBBIE MOLINA  
400 Washington Street  
Salisbury, Maryland 21804

*Plaintiff*

v.

MT VERNON GROUP, LLC  
3 W. Elizabeth Street  
Delmar, Maryland 21875

**Serve On: Resident Agent**  
**Eric R. Sessoms**  
3 W. Elizabeth Street  
Delmar, Maryland 21875

and

ERIC R. SESSOMS  
3 W. Elizabeth Street  
Delmar, Maryland 21875

*Defendants*

\* \* \* \* \*

\* IN THE CIRCUIT COURT  
\* FOR SOMERSET COUNTY  
\* STATE OF MARYLAND

\* **COMPLAINT AND DEMAND**  
\* **FOR JURY TRIAL**

\* Case #: \_\_\_\_\_

**COMPLAINT AND DEMAND FOR A JURY TRIAL**

Bobbie Molina, by her attorneys, Jamie D. Miliman and Lee Ogburn of Maryland Legal Aid, brings this action against Mt Vernon Group, LLC and Eric Sessoms. In support of her complaint, Ms. Molina states as follows:

**Introduction**

Desperate to put a roof over her children’s heads before Christmas, Ms. Molina spent November of 2021 searching Facebook Marketplace for a home to rent. That is how she met Eric Sessoms, who listed on Facebook several properties for rent in Somerset County, Maryland. Ms. Molina responded to the listing for 12471 Chestnut Circle, Princess Anne, Maryland (“Chestnut Circle House”). When she met with Mr. Sessoms to see the

Chestnut Circle House, Mr. Sessoms informed her that it was not available, in contradiction to the advertised listing. Mr. Sessoms told Ms. Molina that she would have to rent a different property he owned.

Hoping to finally secure stable housing for her family, Ms. Molina contracted to rent a different property that Mr. Sessoms told her he owned: 145 S Fourth Street, Crisfield, Maryland (“Property”). Both the Chestnut Circle House and the Property are owned by Mt Vernon Group, LLC (“Landlord”). Though her tenancy was to begin on December 8, 2021, the Property was still occupied by prior tenants on that date. After the tenants vacated, Ms. Molina discovered the Property was infested with roaches and bedbugs and was not move-in ready as Mr. Sessoms had promised. Ms. Molina was unable to move into the Property until December 22, 2021 due to the dangerous conditions.

Less than one month later, on January 11, 2022, the Landlord, through Mr. Sessoms, filed a Failure to Pay Rent (“FTPR”) complaint against Ms. Molina, despite being legally prohibited from collecting rent for the Property because the Property was unlicensed. Further, the Defendants knew that Ms. Molina had already paid the rent, despite it being uncollectable. The court dismissed the Landlord’s January FTPR complaint. The Landlord, through Mr. Sessoms, filed another FTPR complaint against Ms. Molina on July 6, 2022. Though the Property was still unlicensed, Mr. Sessoms wrote on the complaint that the property was licensed and testified at the FTPR hearing that Ms. Molina owed rent for June and July in the amount of \$2,835. The Court entered judgment in favor of the Landlord. The Landlord, through Mr. Sessoms, then evicted Ms. Molina and her family on August 10, 2022, leaving them homeless for the following eight months.

Ms. Molina brings this action against the Landlord and Mr. Sessoms for their illegal actions against hers and her family.

### **Parties**

1. Ms. Molina was a resident of Crisfield, Somerset County, Maryland at all times relevant herein. She and Mt Vernon Group entered a lease, which was drafted and signed by Mr. Sessoms, to rent 145 S Fourth Street, Crisfield, Maryland (“Property”).

2. Mt Vernon Group, LLC is a Maryland limited liability company with its principal office in Delmar, Maryland. The Landlord is the owner of the Property. The Landlord purchased the Property by deed dated December 23, 2020.<sup>1</sup>

3. Eric R. Sessoms manages the Property and is the resident agent for the Landlord. Mr. Sessoms’ address as resident agent is 3 W. Elizabeth Street, Delmar, Wicomico County, Maryland. Mr. Sessoms directed and/or participated in the Landlord’s unlawful conduct that is the basis for this action.

### **Facts**

4. In November 2021, Ms. Molina, a single mother caring for her four children and one grandchild while living in a motel, searched Facebook Marketplace for a house to rent for her and the children. Ms. Molina found a rental property listing posted on Mr. Sessoms’ Facebook account.

5. The listing advertised a 3-bedroom, 2-bathroom house located at 12471 Chestnut Circle, Princess Anne, Maryland (“Chestnut Circle House”) that was “available immediately.”

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<sup>1</sup> The deed included a package of 7 total properties sold to Mt Vernon Group, LLC in the same transaction.

6. The listing advertised a monthly rent of \$1,350 and required payment of first and last months' rent as well as a \$1,500 security deposit.

7. On November 18, 2021, Ms. Molina responded to the Facebook Marketplace listing via Facebook messenger and asked whether the Chestnut Circle House was still available.

8. On November 19, 2021, Mr. Sessoms replied that the Property was still available and asked for her phone number.

9. On November 20, 2021, Mr. Sessoms called Ms. Molina in response to her inquiry and asked her to explain her "situation" and personal hardship. He also asked if she was single.

10. Ms. Molina responded that she was trying to put a roof over the her children's heads for Christmas, that she was living in a motel, and that she had an on-and-off relationship with her boyfriend. Ms. Molina provided Mr. Sessoms additional sensitive and personal details about her hardship.

11. Ms. Molina also told Mr. Sessoms that due to her personal hardship at that time, several organizations were willing to assist her with the initial payment of her rent and security deposit.

12. Mr. Sessoms told Ms. Molina that the monthly rent would be \$1,350, and that she must also pay \$1,350 upfront for last month's rent.

13. Mr. Sessoms further told Ms. Molina the security deposit would be \$1,500, as advertised.

14. On November 21, 2023, Ms. Molina drove by the Chestnut Circle House and discovered it was occupied. Ms. Molina messaged Mr. Sessoms and to say that it looked like someone was living there.

15. Mr. Sessoms responded by stating that the person was moving.

16. Mr. Sessoms asked Ms. Molina to meet him at the Goose Creek convenience store in Westover, Maryland.

17. Ms. Molina met Mr. Sessoms at the Goose Creek store on November 24, 2021.

18. While at the Goose Creek store, Mr. Sessoms told Ms. Molina that the Chestnut Circle House was not available, but that he owned another property in Crisfield that she could rent.

19. Mr. Sessoms drove Ms. Molina in his truck to 145 S. Fourth Street, Crisfield, Maryland (“Property”) and showed her the outside of the Property.

20. Ms. Molina was unable to see the inside of the Property because it was still occupied and the tenants were not home.

21. Mr. Sessoms told Ms. Molina that the rent and security deposit would be the same as for the Chestnut Circle House, and that she would need to pay a total of \$4,200 to move in, which accounted for first and last months’ rent plus \$1,500 security deposit.

22. Ms. Molina agreed to rent the Property on those terms.

23. Mr. Sessoms told Ms. Molina that the Property would be move-in ready by December 8, 2021.

24. Mr. Sessoms told Ms. Molina that he owned both the Property and the Chestnut Circle House.

25. On December 2, 2021, Ms. Molina met Mr. Sessoms at the library in Princess Anne, Maryland.

26. At the library, Ms. Molina and Mt Vernon Group, LLC entered into a lease (“Lease”) for the Property. Both Ms. Molina and Mr. Sessoms signed the lease. *Exhibit #1*.

27. It was not until Mr. Sessoms presented Ms. Molina with the Lease that Mr. Sessoms disclosed that Mt. Vernon Group, LLC owned the Property.

28. The Lease provided that Ms. Molina’s tenancy would begin on December 8, 2021.

29. The Lease required a \$1,500 security deposit.

30. After signing the Lease, which identifies the security deposit as \$1,500, Mr. Sessoms told an agency assisting Ms. Molina that the Landlord required a \$1,800 security deposit.

31. On December 6, 2021, the Landlord received and deposited \$3,150 on Ms. Molina’s behalf, which accounted for security deposit and rent for January 2022.

32. The Landlord then received an additional \$1,262 toward the last month’s rent on Ms. Molina’s behalf.

33. In total, the Landlord received \$4,412 toward first and last months’ rent and security deposit, which was \$212 more than Ms. Molina and the Landlord had agreed upon.

34. In total, the Landlord and Mr. Sessoms charged Ms. Molina a security deposit totaling \$3,150, which is \$450 more than the permitted security deposit of two times the monthly rent.

35. Neither the Landlord nor Mr. Sessoms gave Ms. Molina a receipt for the security deposit that complies with Md. Code Ann., Real Prop §8-203.1.

36. Despite the lease term beginning December 8, 2021 and Mr. Sessoms' promise that the Property would be move-in ready that day, Ms. Molina was unable to move into the Property on December 8, 2021, as there were other tenants residing in the Property; those tenants moved out on December 9, 2021.

37. On December 9, 2021, Ms. Molina discovered the Property was not move-in ready, as it was infested with roaches and bedbugs, trash was piled everywhere, and other unsafe conditions existed; Ms. Molina contacted Mr. Sessoms immediately.

38. That same day, the City Inspector for the City of Crisfield issued the Landlord a violation notice because the condition of the outside of the property was "unacceptable" due to the "accumulation of trash and debris [that] creates habitats for rodents."

39. In order to ready the Property for move-in, Ms. Molina attempted to deal with the roach and bedbug infestation herself, but ultimately had to have the Property exterminated by a professional.

40. Due to the unsafe conditions, Ms. Molina and her children were unable to move into the Property until December 22, 2021.

41. The City of Crisfield requires Landlords operating within the City limits to possess a valid rental license for each of their properties.

42. As of January 1, 2022, the Landlord did not possess a valid rental license for the Property.

43. Further, the Landlord did not possess a valid rental license for the Property at any point in 2022.

44. Nonetheless, despite not having a rental license, on January 11, 2022, the Landlord, through Mr. Sessoms, filed a FTPR complaint against Ms. Molina.

45. The FTPR complaint sought to collect rent for January 2022, which the Landlord and Mr. Sessoms knew was uncollectable because the Landlord did not have a rental license for the Property.

46. Further, the Landlord and Mr. Sessoms knew the rent had been paid.

47. In paragraph 2 of the FTPR complaint that Mr. Sessoms signed on behalf of the Landlord, the complaint falsely alleged that the Landlord was not required by law to be licensed/registered in order to operate the premises as a rental property.

48. On January 24, 2022, neither Mr. Sessoms nor any agent for the Landlord appeared in court for the FTPR case; as a result, the case was dismissed.

49. On July 6, 2022, the Landlord, through Mr. Sessoms, filed another FTPR complaint against Ms. Molina.

50. The July FTPR complaint sought to collect rent for June and July 2022, which the Landlord and Mr. Sessoms knew was uncollectable because the Landlord still did not have a rental license for the Property.



51. In paragraph 2 of the July FTPR complaint, Mr. Sessoms falsely alleged that the Landlord was currently licensed/registered, when it in fact was not.

52. The FTPR case was tried on July 18, 2022.

53. Despite being prohibited from collecting rent for the Property because it was unlicensed, the Landlord, through Mr. Sessoms, appeared in court for the FTPR hearing and Mr. Sessoms testified under penalties of perjury that Ms. Molina owed \$2,835 in rent.

54. Based on the Landlord's testimony, the Court entered judgment in favor of the Landlord for possession of the premises and costs, finding that Ms. Molina owed rent in the amount of \$2,835.

55. On July 26, 2022, Mr. Sessoms filed a Petition for Warrant of Restitution with the Court. As a result, Ms. Molina was evicted from the Property on August 10, 2022 for not paying rent that the Landlord and Mr. Sessoms knew she did not owe.

56. During the eviction, the Landlord and Mr. Sessoms threw Ms. Molina's belongings in a dumpster.

57. Neither the Landlord nor Mr. Sessoms have returned Ms. Molina's security deposit to this day.

58. Because of the Landlord's and/or Mr. Sessoms' actions, Ms. Molina and three of her children were homeless and lived out of her car for 8 months. Additionally, she has experienced anxiety, depression, panic attacks, and headaches, among other symptoms of emotional distress with physical manifestations.

### **VIOLATIONS**

### **Count 1 – Violation of Security Deposit Law**

59. Ms. Molina re-alleges the allegations set forth in paragraphs 1 through 58 of this complaint and incorporates them in this count by reference.

60. Md. Code Ann., Real Property §8-203(b)(1) prohibits a landlord from imposing a security deposit in excess of the equivalent of two months' rent per dwelling unit.

61. Md. Code Ann., Real Property §8-203(a)(3) defines security deposit as “any payment of money, *including payment of the last month's rent* in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings.” (emphasis added.)

62. Defendants violated Md. Code Ann., Real Prop. §8-203 by charging Ms. Molina a security deposit that exceeds two times the monthly rent.

63. Defendants charged Ms. Molina a \$3,150 security deposit, which is \$450 more than two times the monthly rent of \$1,350.

64. Defendants also violated Md. Code Ann., Real Prop. §8-203 by failing to return Ms. Molina's security deposit together with interest or by failing to timely provide Ms. Molina with a written list of damages with an itemized statement of the cost incurred.

### **Count 2 – Violation of Security Deposit Receipt Law**

65. Ms. Molina re-alleges the allegations set forth in paragraphs 1 through 58 of this complaint and incorporates them in this count by reference.

66. The Defendants violated Md. Code Ann., Real Prop. §8-203.1 by failing to give Ms. Molina a security deposit receipt as required by the statute.

**Count 3 – Violation of Maryland Consumer Protection Act**

67. Ms. Molina re-alleges the allegations set forth in paragraphs 1 through 58 of this complaint and incorporates them in this count by reference.

68. The Defendants violated the Maryland Consumer Protection Act under Title 13 of the Maryland Code Annotated Commercial Law Article.

69. Defendants have engaged in unfair, abusive, and/or deceptive trade practices to include:

- a. Making false or misleading oral or written statements, or other representations which had the capacity, tendency, or effect of deceiving or misleading Ms. Molina;
- b. Failing to state a material fact when the failure deceived or was intended to deceive Ms. Molina; and/or
- c. Advertising or offering of consumer realty without intent to lease, or rent the realty as advertised or offered.

70. The Defendants misled Ms. Molina about the availability of the Chestnut Circle House for rent.

71. The Defendants misled Ms. Molina by failing to disclose that the Landlord did not have a license to rent the Property.

72. The Defendants misled Ms. Molina about the amount of the security deposit they would charge for the Property and unilaterally increased the security deposit to \$1,800 after Ms. Molina and Mr. Sessoms signed the lease.

73. Ms. Molina relied upon Defendants' false and/or misleading statements and/or deceitful representations.

74. Ms. Molina has suffered and continues to suffer damages as a result of the Defendants' misrepresentations, including anxiety, depression, panic attacks, and headaches, among other emotional distress with physical manifestations.

#### **Count 4 – Violation of the Maryland Fair Debt Collection Act**

75. Ms. Molina re-alleges the allegations set forth in paragraphs 1 through 58 of this complaint and incorporates them in this count by reference.

76. The Defendants violated the Maryland Debt Collection Act under Title 14 of the Maryland Code Annotated Commercial Law Article.

77. Specifically, the Landlord and/or Mr. Sessoms have collected and/or attempted to collect from Ms. Molina an alleged debt by claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist, including by filing two FTPR actions against Ms. Molina that sought to collect rent for an unlicensed property.

78. Further, Defendants evicted Ms. Molina for a debt she did not owe and that Defendants knew was uncollectable.

79. Defendants also collected from Ms. Molina an unlawfully large security deposit.

80. As a result of the Defendants' unlawful conduct, Ms. Molina has suffered damages including, but not limited to, emotional distress and mental anguish.

**DEMAND FOR JURY TRIAL**

Ms. Molina respectfully requests a jury trial in this matter.

**PRAYER FOR RELIEF**

WHEREFORE, Ms. Molina prays that this Court:

- a. Award Ms. Molina damages of \$4,500 under Count 1;
- b. Award Ms. Molina damages of \$25 under Count 2;
- c. Award Ms. Molina damages in an amount exceeding \$75,000 under Count 3;
- d. Award Ms. Molina damages in an amount exceeding \$75,000 under Count 4;
- e. Award reasonable attorney's fees to Ms. Molina's counsel under Counts 1, 3, and 4; and
- f. Award such other relief as the Court deems proper.

Respectfully submitted,



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/s/ Lee Ogburn

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