

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CHARLENE HALL,

Case No. 1:25-cv-00238-ABA

Plaintiff,

v.

HEATHER HILL PROPERTY
COMPANY LLC, *et al.*,

Defendants.

PLAINTIFF'S MOTION FOR CLASS CERTIFICATION

In accordance with Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Charlene Hall (“Ms. Hall”), individually and on behalf of the proposed Class, respectively moves the Court to certify the above-captioned case as a class action. As demonstrated below, this case satisfies all requirements for class certification under Rule 23(a) and (b)(3). The proposed Class is ascertainable through objective records, sufficiently numerous, and bound together by common questions regarding Defendants’ systematic unlawful conduct. These common questions predominate over any individual issues and can be effectively resolved through class-wide proof, which is superior to other available methods for fairly and efficiently adjudicating this controversy. And as the proposed Class plaintiff, Ms. Hall’s claims are typical of the class claims, and both Ms. Hall and undersigned counsel will fairly and adequately represent the interests of the members of the proposed Class.

In further support of this motion, Ms. Hall submits the following:

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I. INTRODUCTION

This action arises from Defendants’ systematic and pervasive failure to comply with Maryland rental housing laws while operating Heather Hill Apartments (“Heather Hill”), a 459-unit apartment complex in Temple Hills, Maryland. For approximately 25 months—from April 2022 through May 2024—Defendants operated this large residential property without obtaining required multi-family dwelling licenses from Prince George’s County, in direct violation of Section 13-181(a) of the Prince George’s County Code. During this extended period of unlicensed operation, Defendants: (a) collected millions of dollars in rent and fees from hundreds of tenants despite lacking legal authority to do so; (b) entered into and renewed lease agreements while failing to include mandatory provisions required by Section 13-162 of the Prince George’s County Code; (c) filed over 130 failure-to-pay rent actions in violation of Maryland law prohibiting unlicensed landlords from pursuing summary ejectment; and (d) maintained the property in deplorable and uninhabitable conditions marked by widespread sewage backups, water leaks, toxic mold, pest infestations, and numerous fire and safety code violations.

The systematic nature of Defendants’ unlawful and/or reckless conduct has been independently confirmed by the Maryland Attorney General’s Office, which filed parallel enforcement proceedings against Defendants for these same violations and, in a separate, related action, obtained a preliminary injunction requiring Defendants to, among other things, cease collecting rent for unlicensed periods and provide accounting to all tenants.¹

¹ See Statement of Charges, filed in *Consumer Protection Division v. Heather Hill Property Company LLC, et al.*, CPD Case No. 24-021-373461 (Md. Att’y Gen. Consumer Prot. Div.); Complaint for Injunctive Relief, filed in *State of Maryland v. Heather Hill Property Company, et al.*, Case No. C-16-CV-25-000284 (Prince George’s County Cir. Ct.). Plaintiff respectfully requests that the Court take judicial notice of these proceedings. See *Goldfarb v. Mayor & City Council of Baltimore*, 791 F.3d 500, 508 (4th Cir. 2015) (“[A] court may properly take judicial

Ms. Hall commenced this action on behalf of herself and all other similarly situated tenants who have resided at Heather Hill since April 2022. The proposed class seeks to remedy Defendants’ violations of the Maryland Consumer Protection Act, Maryland Consumer Debt Collection Act, and related state laws through common questions that will generate common answers. Class treatment is not only appropriate but necessary to efficiently address Defendants’ uniform unlawful practices and provide relief to hundreds of affected tenants who lack the resources to pursue individual claims.

II. BACKGROUND

A. Factual Background

Overview of Heather Hill Operations

Heather Hill is a 459-unit apartment complex located at 5837 Fisher Road in Temple Hills, Maryland. (ECF No. 14, Plaintiff’s Amended Complaint (“Am. Compl.”), ¶ 1). In March 2022, Defendant OneWall Communities LLC (“OneWall”) purchased Heather Hill, and shortly thereafter transferred title to Defendant Heather Hill Property Company LLC (“HHPC”). (*Id.* ¶ 16). In or around April 2022, HHPC and HHOC executed a Tenant/Landlord Subordination and Assignment Agreement, whereby HHPC leased Heather Hill and all other interests in the property to Defendant Heather Hill Operation Company, LLC (“HHOC”). (*Id.* ¶ 17). Thus, HHPC holds title to the property but has delegated operational control to HHOC as master lessee. (*Id.* ¶ 13). From the outset of their ownership, Defendants implemented uniform policies and practices that systematically violated Maryland law. (*See, e.g., id.* ¶¶ 18-23, 31, 56-58, 67, and 77).

notice of ‘matters of public record’ and other information that, under Federal Rule of Evidence 201, constitute ‘adjudicative facts.’”).

Ms. Hall seeks certification of the following class: All persons who have resided at Heather Hill Apartments at any time since April 2022 and paid rent or other fees to Defendants (hereinafter referred to as the “Class”). (*Id.* ¶ 46).

Defendants’ Systematic Unlicensed Rental Operations

Under Section 13-186(b) of the Prince George’s County Code, OneWall and/or HHPC were required to obtain a multi-family dwelling license within 30 days of purchasing Heather Hill. (*Id.* ¶18). Instead, these defendants operated Heather Hill without any rental license for approximately 25 months, from April 2022 until May 7, 2024, and then again from August 6, 2023 through January 12, 2025. (*Id.* ¶¶ 19 and 22-23). When Defendants finally applied for a temporary license in May 2024, it was void on its face due to numerous outstanding violations. (*Id.* ¶ 21). The temporary license was subsequently suspended on August 5, 2024, after Heather Hill failed a fire safety inspection. (*Id.* ¶ 22).

Throughout this extended period of unlicensed operation, Defendants engaged in a common course of conduct affecting all class members by: (a) advertising and showing apartments to prospective tenants; (b) entering into new lease agreements using uniform lease forms; (c) renewing existing leases without required provisions; (d) collecting rent and fees without legal authority; and (e) filing over 130 failure-to-pay rent actions in violation of Maryland law. (*Id.* ¶ 20). Moreover, the supporting declarations from current tenants provide detailed, first-hand evidence of the systematic habitability failures affecting the entire Heather Hill community. These declarations demonstrate that Defendants’ violations are not isolated incidents but part of a uniform pattern of neglect affecting all residents.

Sewage and Water Problems Throughout the Complex

Ms. Hall experienced and continues to experience persistent water damage and mold issues including recurring leaks through bathroom exhaust fans, water bubble formations in kitchen ceiling drywall, yellow liquid seeping through bathroom ceiling, water damage to closet ceilings and walls, kitchen cabinets separating from walls due to water damage, and warped and cracking countertops from water infiltration. (*See* Exhibit 1, Declaration of Charlene Hall (“Hall Decl.”), ¶ 14). Similarly, Armoni Barbour—a current tenant and potential member of the proposed Class—experienced regular sewage backups from her sink, toilet, and bathtub for approximately one and a half years, with her toilet randomly clogging every one-to-two months and sewage backing up from multiple fixtures. (*See* Exhibit 2, Declaration of Armoni Barbour (“Barbour Decl.”), ¶ 7). Another tenant, Keshia Marshall, experienced and continues to experience recurring water damage in both bedrooms of her unit caused by water leaks from the ceiling, exhaust fan, and heating vent that have repeatedly saturated carpet and flooded floors on a yearly basis since 2017, with the most recent sewage backup flooding occurring in December 2024. (*See* Exhibit 3, Declaration of Keshia Marshall (“Marshall Decl.”), ¶¶ 7 and 8).

Widespread Pest Infestations Affecting Multiple Buildings

All three tenant declarants document severe pest infestations that demonstrate the property-wide nature of these problems. Ms. Hall’s unit has been persistently plagued by pest infestations including mice, roaches, green lizards, snakes, and birds nesting in kitchen exhaust fans and bedroom vents, with constant mouse feces found throughout her unit and visible holes in walls allowing pest entry. (Hall Decl. ¶ 4). Ms. Barbour continues to battle significant infestation of mice and roaches, exacerbated by numerous holes in walls throughout her unit that allow pests to enter, with the problem first noticed in late 2023 and persisting despite

management's inadequate response. (Barbour Decl. ¶ 8). Since April 2023, Ms. Marshall's unit has been infested with gnats so severely that she cannot leave any food or drinks uncovered, along with roaches found in all rooms and mice observed in kitchen and bathroom areas. (Marshall Decl. ¶¶ 15 and 17).

Systematic Maintenance Failures and Inadequate Management Response

The declarations reveal a consistent pattern of maintenance failures that affects all tenants uniformly. Ms. Hall declares that over seven years, she has submitted hundreds of maintenance requests, yet management has consistently ignored or delayed responses, provided misleading information about problems, made inadequate temporary repairs, closed tickets without completing repairs, and refused to address root causes. (Hall Decl. ¶ 5). Ms. Barbour declares that between October 2023 and present, she has submitted over 50 maintenance requests, but management repeatedly fails to make necessary repairs, often falsely claiming work has been completed when it has not, with most requests immediately closed without any action taken. (Barbour Decl. ¶¶ 4 and 15). Ms. Marshall declares that management either refuses to respond to most complaints or fails to address underlying issues, routinely failing to answer phone calls, often locking management office doors during business hours, and typically completing repairs only when housing inspections are scheduled. (Marshall Decl. ¶¶ 27 and 28).

Health Impacts from Systematic Habitability Failures

The declarations also document serious health consequences resulting from Defendants' systematic failures. Ms. Hall alleges that the apartment conditions have directly impacted her health, causing skin irritations and rashes over her entire body, wheezing and breathing difficulties, uncontrollable coughing, severe dizziness keeping her housebound for weeks, ear irritation, chest sounds requiring regular nebulizer treatments, waking up swallowing blood with

blood clots, and stomach issues including vomiting. (Hall Decl. ¶ 9). Ms. Barbour alleges that she suffers from bronchitis which she believes is exacerbated by apartment conditions, requiring her OBGYN to prescribe an inhaler on December 12, 2024, specifically due to respiratory problems attributed to the apartment conditions. (Barbour Decl. ¶ 13). And Ms. Marshall alleges that she and her two teenage sons have experienced nose bleeds, headaches, and diarrhea due to black mold in their unit, requiring emergency room treatment on July 15, 2024, and forcing temporary relocation to her mother's house from July 12-17, 2024. (Marshall Decl. ¶¶ 21, and 23-24).

Pattern of Failed Maintenance Affecting Multiple Tenants

Significantly, all three tenant declarants report that Heather Hill management deliberately deleted maintenance request history logs, demonstrating a systematic attempt to conceal evidence. Ms. Hall claims that management recently deleted the history ledger showing all maintenance requests she submitted over several years, and that at least 50 other residents reported losing access to their maintenance history logs without warning. (Hall Decl. ¶¶ 20-21). Ms. Barbour claims that she cannot provide specific tracking numbers for maintenance requests because management deleted the history log around the end of 2024. (Barbour Decl. ¶ 4). And Ms. Marshall claims that management deleted her maintenance history log in late 2024, and when she discovered this, several other residents reported the same experience, suggesting a deliberate attempt to conceal systematic maintenance failures. (Marshall Decl. ¶ 26).

HHPC and HHOC have demonstrated a uniform pattern of maintenance failures affecting all tenants through their systematic mismanagement of repairs and maintenance requests. (See Am. Compl. ¶ 31). They routinely close maintenance tickets without completing necessary repairs and frequently send unqualified staff to address complex problems that require licensed

professionals. (*Id.*). Rather than implementing permanent solutions, HHPC and/or HHOC consistently make temporary patches that fail to resolve underlying issues. (*Id.*). The maintenance staff regularly ignores follow-up requests from tenants, and residents commonly must submit multiple complaints before receiving any response. (*Id.*). This pattern of neglect has exacerbated the property's deteriorating conditions and created an ongoing cycle of inadequate repairs.

Scope of Tenants Impacted by Defendants' Wrongful Conduct

The declarations provide substantial evidence of the widespread nature of these problems. Ms. Hall attests that she is personally aware of approximately 200 other tenants at Heather Hill who have experienced similar issues, based on direct conversations at resident meetings, in common areas, and through tenant communications. (Hall Decl. ¶ 7). Ms. Barbour declares that based on interactions with neighbors and fellow tenants, she is aware that there are dozens of other tenants experiencing similar habitability issues. (Barbour Decl. ¶ 6). And Ms. Marshall claims to be aware of approximately 200 other tenants are experiencing similar issues with their units based on her interactions with neighbors. (Marshall Decl. ¶ 6).

Parallel Government Enforcement

The systematic nature of Defendants' violations has been independently confirmed through enforcement proceedings filed by the Maryland Attorney General ("AG") on November 11, 2024. (Am. Compl. ¶ 34). Following its own investigation, the AG documented extensive evidence of the same unlawful practices at issue in this case. The AG's findings detail Defendants' extended period of unlicensed operation, their maintenance of uninhabitable conditions throughout the property, and their engagement in unlawful debt collection practices

targeting tenants. This parallel government enforcement action provides additional support for the systematic and widespread nature of Defendants' violations.

On January 17, 2025, the AG filed a separate action against the same Defendants in the Circuit Court for Prince George's County, seeking injunctive relief. (Am. Compl. ¶ 35). On January 21, 2025, the circuit court granted the AG's motion for a temporary restraining order, and on January 28, 2025, the circuit court granted the AG's request for a preliminary injunction (*id.* ¶¶ 35 and 36)—both orders attached hereto, in a consolidated manner, as Exhibit 4. The preliminary injunction expressly found that “immediate, substantial, and irreparable harm to consumers will result” if Defendants' practices were allowed to continue, and that the injunction was “necessary to prevent ongoing violations by Defendants of the Maryland Consumer Protection Act and the Maryland Consumer Debt Collection Act.” (*See* Exhibit 4, p. 5). These are precisely the same statutory violations alleged in this class action. (*See* Am. Compl. ¶¶ 19-23, 56, 57, 65, 67, and 74). The circuit court's injunction ordered relief that applies uniformly to all tenants, including prohibiting Defendants from demanding rent for unlicensed periods, issuing notices to vacate related to unlicensed periods, enforcing lease buyout agreements for unlicensed periods, retaining security deposits for unlicensed periods, and reporting amounts owed for unlicensed periods to credit agencies.

Named Class Plaintiff's Experience

Ms. Hall's experience exemplifies the common issues faced by all class members. (*Id.* ¶ 37). Throughout her tenancy, Ms. Hall has paid rent to HHOC and/or HHPC during their unlicensed period of operation while receiving standardized lease documents that lacked legally required provisions. (*Id.* ¶ 49 and 56-58; Hall Decl. ¶ 16). She has experienced serious habitability issues identical to those affecting other tenants, including persistent water damage,

toxic mold growth, pest infestations, and non-functioning appliances. (Am. Compl. ¶¶ 38-43; Hall Decl. ¶¶ 4, 8, and 11-14). Despite submitting numerous maintenance requests, Ms. Hall has received the same inadequate response pattern documented by other tenants. (Am. Compl. ¶¶ 44 and 45; Hall Decl. ¶¶ 10, 11, and 15). Like many of her neighbors, she has suffered documented health problems from exposure to the unsafe conditions in her unit, including respiratory issues requiring medical treatment. (*Id.* ¶¶ 42 and 43; Hall Decl. ¶¶ 8-10). Additionally, Ms. Hall has been subjected to the unlawful rent collection practices by HHPC and/or HHOC, which mirror their treatment of other tenants throughout the complex. (*Id.* ¶ 56; Hall Decl. ¶¶ 16 and 17).

The uniform nature of Defendants' violations, their systematic failure to maintain habitable conditions, and their common course of unlawful conduct toward all tenants make this case particularly well-suited for class treatment. *See Twyman v. Rockville Hous. Auth.*, 99 F.R.D. 314, 324 (D. Md. 1983) (finding sufficient, for class certification, proposed class of 150 low-income public housing residents based on allegations that raised common questions of law and fact as to the legality of various practices by public housing authority).

III. LEGAL STANDARD

Class certification in federal court requires a “rigorous analysis” to ensure that the requirements of Rule 23 are satisfied. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350-51 (2011). While this analysis may “overlap with the merits of the plaintiff’s underlying claim,” the court’s inquiry at certification focuses on whether the requirements of Rule 23 are met rather than the ultimate merits of the case. *Amgen Inc. v. Connecticut Ret. Plans & Trust Funds*, 568 U.S. 455, 465-66 (2013) (quoting *Dukes*, 564 U.S. at 351). To be clear, “[m]erits questions may be considered to the extent—but only to the extent—that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied.” *Id.* at 466.

A. Rule 23's Threshold Requirements

Before examining Rule 23's explicit requirements, courts in the Fourth Circuit require that the proposed class be "readily identifiable" based on objective criteria. *See EQT Production Co. v. Adair*, 764 F.3d 347, 358 (4th Cir. 2014) ("We have repeatedly recognized that Rule 23 contains an implicit threshold requirement that the members of a proposed class be 'readily identifiable.'"). Said differently, a class cannot be certified unless a court can readily identify the class members. *Id.* (citing *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 593 (3d Cir. 2012) (additional citation omitted)). This implicit threshold requirement ensures both that (1) class members can be identified through reliable and administratively feasible means, and (2) the class is defined clearly and based on objective criteria. Notably, however, a plaintiff "need not be able to identify every class member at the time of certification." *Id.*

B. Rule 23(a) Prerequisites

If the class is ascertainable, the plaintiff must satisfy all four prerequisites of Rule 23(a). *Mr. Dee's Inc. v. Inmar, Inc.*, 127 F.4th 925, 930 (4th Cir. 2025) ("Rule 23(a) requires that every class satisfy four basic prerequisites: numerosity of parties, common questions of law or fact, typicality of claims or defenses of the representative parties, and adequacy of representation") (internal quotation marks omitted).

First, the class must be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Second, there must be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). Third, the claims of the representative party must be "typical of the claims of the class." Fed. R. Civ. P. 23(a)(3). Finally, the representative party must "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4).

C. Rule 23(b)(3) Requirements

In addition to satisfying Rule 23(a), the class “must fall within one of the three categories enumerated in Rule 23(b)[.]” *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 423 (4th Cir. 2003). Here, Ms. Hall seeks to proceed under Rule 23(b)(3), which requires that: (1) common questions predominate over any questions affecting only individual members; and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. *Id.* at 423. And even if certification of the entire action is inappropriate, Rule 23(c)(4) permits certification of particular issues when appropriate. *See id.* at 439 (“Rule 23 specifically dictates that ‘[w]hen appropriate’ a class action may be ‘maintained’ as to ‘particular issues’ and, after that is done, ‘the provisions of this rule,’ such as the predominance requirement of (b)(3), ‘shall then . . . be construed and applied.’” (quoting Fed. R. Civ. P. 23(c)(4))).

Notably, the party seeking certification bears the burden of demonstrating compliance with Rule 23, “but the district court has an independent obligation to perform a ‘rigorous analysis’ to ensure that all of the prerequisites have been satisfied.” *EQT Prod.*, 764 F.3d at 358 (citation omitted).

IV. DISCUSSION

Ms. Hall seeks certification of the following class: All persons who have resided at Heather Hill Apartments at any time since April 2022 *and* paid rent or other fees to Defendants (hereinafter referred to as the “Class”). The proposed Class satisfies the requisites under Fed. R. Civ. P. 23(a)—those being numerosity, commonality, typicality, and adequacy. Additionally, the proposed Class satisfies Fed. R. Civ. P. 23(b)(3) because common questions predominate over individual issues and a class action is superior to other methods of adjudication.

The proposed Class is readily ascertainable through objective records maintained by Defendants themselves. Membership can be determined by reference to Defendants' tenant records, lease agreements, payment ledgers, and property management databases, which will show precisely who resided at Heather Hill during the relevant period and paid rent or other fees. No subjective criteria are necessary to determine class membership, and the class definition is based on clear temporal (since April 2022) and factual (residency and payment) parameters. Presumably, these records are maintained in the ordinary course of Defendants' business and provide a reliable, administratively feasible mechanism for identifying all class members without the need for individualized fact-finding.

A. The prerequisites for class certification under Rule 23(a) are satisfied.

1. The proposed Class is so numerous that joinder of all members is impracticable.

The proposed class easily satisfies the numerosity requirement. Numerosity is established when joinder would be "impracticable," though not necessarily impossible. *See Peoples v. Wendover Funding, Inc.*, 179 F.R.D. 492, 497 (D. Md. 1998) ("Impracticability refers only to difficulty, not impossibility"). While the Fourth Circuit has not established a strict numerical threshold for the numerosity requirement, "[c]ourts have found classes of as few as forty members sufficiently large to make joinder impracticable." *See Mitchell-Tracey v. United Gen. Title Ins. Co.*, 237 F.R.D. 551, 556 (D. Md. 2006) (citing *Town of New Castle v. Yonkers Contracting Co.*, 131 F.R.D. 38, 40 (S.D.N.Y. 1990)).

Here, Heather Hill contains 459 apartment units. (Am. Compl. ¶ 1). The tenant declarations provide substantial evidence of the class size. Ms. Hall is personally aware of approximately 200 other tenants who have experienced similar issues, based on direct conversations at resident meetings, in common areas, and through tenant communications. (Hall

Decl. ¶ 7). Based on her interactions with neighbors, Ms. Marshall is aware that approximately 200 other tenants are experiencing similar issues. (Marshall Decl. ¶ 6). Considering tenant turnover during the relevant period (April 2022 to present), the proposed Class likely consists of over 500 current and former tenants.

This size makes joinder impracticable due to the logistical challenges of coordinating hundreds of individual claims, the geographic dispersion of former tenants who have relocated, the economic inefficiency of hundreds of individual actions, and the burden multiple individual suits would place on judicial resources. *Accord Mitchell-Tracey*, 237 F.R.D. at 556 (finding a class estimate that exceeds 40 members “sufficiently large to make joinder impracticable”).

2. *There are questions of law and fact common to the Class.*

The commonality threshold requires that questions of law or fact be common to the class, but not every question must be common. *See Student A v. Liberty Univ., Inc.*, 697 F. Supp. 3d 496, 523 (W.D. Va. 2023) (“Even a single common question will satisfy Rule 23(a)(2).”) (citing *Dukes*, 564 U.S. at 359). The commonality element is satisfied where the “determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Dukes*, 564 U.S. at 350.

Here, multiple questions of law and fact are common to all members of the proposed Class, including whether:

i. OneWall and/or HHPC operated Heather Hill without required licensing in violation of Prince George’s County Code. (Am. Compl. ¶¶ 18-23).

Based on the tenant declarations, it’s reasonable to infer that all tenants were unaware of licensing issues until 2024. Ms. Hall was not informed that Heather Hill lacked the required rental license and did not become aware until late 2023 or early 2024. (Hall Decl. ¶ 3). Ms. Barbour was not informed about the licensing issue and did not become aware until 2024.

(Barbour Decl. ¶ 3). Ms. Marshall was not informed and did not become aware until early 2024. (Marshall Decl. ¶ 3).

ii. Defendants' systematic maintenance failures violated habitability laws. (Am. Compl. ¶¶ 24-33 and 64-72).

The declarations establish a uniform pattern of maintenance failures affecting all tenants. All three declarants report that management routinely closes maintenance tickets without completing repairs, makes temporary patches instead of permanent fixes, and ignores follow-up requests. (Hall Decl. ¶ 5; Barbour Decl. ¶¶ 4 and 15; Marshall Decl. ¶ 27). This demonstrates that habitability violations result from Defendants' systematic policies rather than isolated incidents.

iii. The collection of rent and fees by HHPC and/or HHOC during unlicensed periods violated Maryland law. (Am. Compl. ¶¶ 20 and 23).

The declarations establish that all tenants received identical collection communications during unlicensed periods. Ms. Hall received rent statements, late fee notices, and payment demands during periods Heather Hill lacked proper licensing, and that other tenants received identical notices during tenant meetings and conversations. (Hall Decl. ¶¶ 16 and 17). Ms. Marshall declares that, despite lacking required licensing, management continued sending monthly rent statements with incorrect charges and late fee notices, with neighbors receiving identical payment demands during the unlicensed period. (Marshall Decl. ¶ 14).

iv. Defendants' conduct caused systematic health impacts. (Am. Compl. ¶¶ 24 and 58).

All three declarants document serious health consequences from apartment conditions. Ms. Hall required medical treatment, and she has physician documentation linking her symptoms to black mold exposure. (Hall Decl. ¶¶ 8 and 9). Ms. Barbour required an inhaler prescribed specifically due to respiratory problems attributed to apartment conditions. (Barbour Decl. ¶ 13).

Ms. Marshall and her sons required emergency room treatment for mold-related symptoms. (Marshall Decl. ¶ 24).

These common questions arise from Defendants’ uniform practices affecting all tenants. *Cf. Gunnells*, 348 F.3d at 428 (finding commonality where common questions predominated over individual questions as to liability). Their resolution will determine key elements of liability in one stroke. The common nature of these issues is further demonstrated by the Maryland Attorney General’s parallel enforcement action asserting the same systematic violations. And while there will likely be need for individualized proof of damages on some of the claims that affect all class members, such individualized inquiry, alone, is insufficient to defeat class certification. *See Gunnells*, 348 F.3d at 429 (collecting cases).

3. Ms. Hall’s claims are typical of the claims of the Class.

The claims of the representative party must be “typical of the claims of the class.” Fed. R. Civ. P. 23(a)(3); *see also Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006) (“The representative party’s interest in prosecuting [their] own case must simultaneously tend to advance the interests of the absent class members.”). The typicality requirement is satisfied when the named plaintiff’s claims “arise from the same course of conduct” and are based on the same “legal theory” as the class claims or defenses. *Bulmash v. Travelers Indem. Co.*, 257 F.R.D. 84, 88 (D. Md. 2009) (citation omitted).

Ms. Hall’s claims are typical of the class claims because they arise from the same course of conduct and are based on the same legal theories. Like all class members, Ms. Hall: (a) resided at Heather Hill during its unlicensed operation, (*see* Am. Compl. ¶¶ 37 and 49); (b) paid rent and fees to HHPC and/or HHOC, (*see id.* ¶ 49); (c) experienced the same systematic maintenance failures and uninhabitable conditions documented throughout the property, (*see id.*

¶¶ 38-41, and 49); (d) suffered health impacts from exposure to mold and other hazardous conditions, (*see id.* ¶ 41-43, and 49); and (e) suffered similar types of damages, (*see id.* ¶ 37-45, and 49).

Ms. Hall’s experience spans the entire relevant period, ensuring she has standing to pursue all claims. (Am. Compl. ¶ 37; Hall Decl. ¶ 3). Her unit exhibits each major category of habitability issues affecting the class: water damage and mold, pest infestations, non-functioning essential systems, and structural defects. (Am. Compl. ¶¶ 38-41; Hall Decl. ¶¶ 4 and 14). She has substantial medical documentation linking her health conditions directly to unsafe conditions, including physician letters specifically attributing her respiratory problems to mold exposure. (Am. Compl. ¶ 43; Hall Decl. ¶¶ 8 and 9). And her documented expenses for medical treatment, property damage, and alternative accommodations are representative of economic harms suffered by class members generally.

Critically, Ms. Hall’s extensive interactions with other tenants—she is personally aware of approximately 200 other affected tenants through direct conversations at resident meetings, in common areas, and through tenant communications—demonstrate her commitment to class-wide representation and her understanding of the systematic nature of the violations. (Hall Decl. ¶ 7). Any minor factual variations in how specific violations manifested in individual units do not defeat typicality where the claims arise from the same systematic conduct and are based on the same legal theories. *See Broussard v. Meineke Disc. Muffler Shops, Inc.*, 155 F.3d 331, 344 (4th Cir. 1998) (finding the typicality requirement to be satisfied where the class claims “fairly encompassed” those of named representatives even if they were not identical).

4. Ms. Hall will fairly and adequately protect the interests of the members of the proposed Class.

The final prerequisite under Rule 23(a)(3) states that the representative party must “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). This adequacy requirement has two components: (1) the named plaintiff must have interests aligned with the class and no conflicts, and (2) class counsel must be qualified and competent. *Mitchell-Tracey*, 237 F.R.D. at 558.

Ms. Hall is an adequate class representative. Her interests align perfectly with those of the members of the proposed Class because she seeks the same or substantially similar relief based on the same unlawful conduct. She has actively participated in the litigation, provided detailed documentation of violations, and demonstrated commitment to pursuing class-wide relief. There are no conflicts between her interests and those of members of the proposed Class.

Ms. Hall’s adequacy as a representative is further demonstrated by her extensive documentation of conditions, her maintenance of detailed records despite management’s deletion of maintenance history logs, and her active engagement with management and other tenants regarding property-wide issues. (Hall Decl. ¶¶ 22, and 24-26). She has participated in more than a dozen meetings with property management where resident concerns were presented collectively, documented management’s responses, and observed that management tells multiple tenants the same misleading information. (Hall Decl. ¶ 24). This demonstrates her understanding of the systematic nature of violations and her commitment to representing all affected residents.

Finally, counsel for Ms. Hall is qualified and competent to represent the proposed Class. Although undersigned counsel has not previously litigated a class action, he has extensive experience litigating complex actions in federal court, having previously worked as trial attorney in the United States Department of Justice. (See Exhibit 5, Declaration of Jordan D. Howlette

(“Howlette Decl.”), ¶¶ 5-8); *cf. generally Gunnells*, 348 F.3d at 430 (“It is hornbook law, as the district court recognized, that ‘[i]n a complex lawsuit, such as one in which the defendant’s liability can be established only after a great deal of investigation and discovery by counsel against a background of legal knowledge, the representative need not have extensive knowledge of the facts of the case in order to be an adequate representative.’”) (citations omitted).

Undersigned counsel has also devoted substantial resources to investigating the claims and has demonstrated his ability to vigorously prosecute this action. (*See* Howlette Decl. ¶¶ 9, 11, and 14-18).

B. The proposed Class satisfies Rule 23(b)(3)’s requirements.

1. Common questions predominate over individual issues.

In addition to meeting the prerequisites above, the proposed Class satisfies the predominance requirement under Fed. R. Civ. P. 23(b)(3) because: (1) common questions predominate over individual issues; and (2) a class action is superior to other methods of adjudication. The predominance requirement is satisfied when common questions represent a significant part of the case and can be resolved for all class members in a single adjudication. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997) (“[The predominance] inquiry trains on the legal or factual questions that qualify each class member’s case as a genuine controversy, questions that preexist any settlement.”). The central issues in this case—Defendants’ failure to obtain proper licensing, collection of unauthorized rent, and maintenance of uninhabitable conditions—are common to all class members and will be proven through common evidence.

The evidence will demonstrate systematic infrastructure failures affecting multiple buildings—including widespread sewage backups (*Am. Compl.* ¶ 3 and 25), water infiltration issues (*id.* ¶ 26), pest infestations (*id.* ¶ 27), and fire safety violations (*id.* ¶ 29)—all resulting

from Defendants’ common practice of deferring maintenance and operating without required licensing. These property-wide deficiencies can be proven through common evidence, including inspection reports, violation notices, maintenance records, and expert testimony regarding building systems.

Additionally, the recent preliminary injunction entered against the same Defendants by the Circuit Court for Prince George’s County further supports a finding that the predominance element is satisfied. The circuit court specifically found that “immediate, substantial, and irreparable harm to consumers will result” if Defendants’ practices were allowed to continue, and that the injunction was “necessary to prevent ongoing violations by Defendants of the Maryland Consumer Protection Act and the Maryland Consumer Debt Collection Act.” (*See* Exhibit 4, p. 5). These are precisely the same statutory violations alleged in this class action.

Most significantly for class certification purposes, the circuit court’s injunction ordered relief that applies uniformly to all tenants—not just to individual complainants—demonstrating the systematic nature of Defendants’ violations. Specifically, the injunction prohibits Defendants from:

- a) demanding, taking or collecting from tenants or former tenants rent or any other fees purportedly incurred during unlicensed periods;
- b) issuing notices to vacate to tenants related to any rent or other fees purportedly incurred during unlicensed periods;
- c) enforcing any lease buyout agreement or charging to, or collecting from, any tenant a buyout fee for early termination of a lease agreement that is related to any unlicensed period;
- d) retaining any security deposit from tenants for rent purportedly owed for unlicensed periods; and
- e) reporting any rent or other amounts purportedly owed for unlicensed periods to anyone, including, but not limited to, a credit reporting agency, court or prospective landlord.

(*Id.*, p. 2). The circuit court went even further, requiring Defendants to “immediately notify all tenants at Heather Hill” of the order, “provide each occupied unit with a full accounting of past rent due from the periods during which the Defendants had a valid rental license,” and specify that this “accounting shall not include any rental fees incurred during periods in which Defendants did not have a valid rental license.” (*Id.*)

The preliminary injunction, which was issued after a full evidentiary hearing, represents the circuit court’s determination that the AG is likely to succeed on the merits of its claims—claims that largely overlap with those asserted here. The circuit court’s findings and ordered relief demonstrate that Defendants’ violations affected all tenants in a uniform manner, validating that common questions predominate, and that class-wide resolution is appropriate. *Cf.*

Remsnyder v. MBA Mortg. Servs., Inc., No. 19-cv-492, 2023 WL 5750412, at *5 (D. Md. Sept. 6, 2023) (noting that predominance can be demonstrated by showing “both that a given practice [of the defendant] was applied to all class members and that the class members are similarly situated”) (citation omitted). The preliminary injunction provides objective, independent confirmation from another tribunal that Defendants’ violations were systematic and affected all tenants uniformly—precisely the type of evidence that supports class certification in this case.

Again, while damages may vary among class members, this does not defeat a finding of predominance. *See Gunnells*, 348 F.3d at 427-28 (rejecting the defendant’s contention that individualized damages determinations destroy commonality, typicality, and predominance). Damages can be calculated using a common methodology based on factors like duration of tenancy and rent paid involuntarily during unlicensed periods, in addition to individual proof of damages for certain claims. *See id.* (“In actions for money damages under Rule 23(b)(3), courts

usually require individual proof of the amount of damages each member incurred.” (quoting 5 Moore’s Federal Practice § 23.46[2] (1997)).

2. *A class action is superior to other methods of adjudication.*

Finally, a class action here is superior to other methods of adjudication. *Cf. Windsor*, 521 U.S. at 615 (noting that class resolution must be “superior to other available methods for the fair and efficient adjudication of the controversy”). This demonstrated by several factors, including that: (a) individual claims would be uneconomical to litigate given the costs of pursuing complex consumer protection claims relative to potential individual recovery; (b) most tenants lack resources to pursue individual actions against their landlord; (c) multiple individual actions would waste judicial resources and risk inconsistent results; (d) class treatment promotes judicial efficiency by resolving common questions once for all members; (e) the class mechanism provides a practical means of redress for tenants who might otherwise lack access to justice; and (f) Defendants’ conduct affected all tenants uniformly, making class-wide resolution appropriate. These factors strongly favor certification under Rule 23(b)(3).

Moreover, a robust economic analysis further demonstrates the superiority of class treatment. The cost of litigating an individual consumer protection or habitability case against a corporate landlord would likely exceed \$25,000 in attorney fees and expert costs. By comparison, the average tenant’s individual claim for rent reimbursement and other harm incurred during unlicensed periods is estimated to be—up to this point—approximately between \$10,000 and \$25,000, making individual actions economically impractical. This economic reality is particularly acute given that many class members are economically vulnerable renters who lack the means to vindicate their rights individually against well-funded corporate defendants. *See Alvarez v. Keystone Plus Constr. Corp.*, 303 F.R.D. 152, 163 (D.D.C. 2014) (noting that

superiority exists when damages “are small enough that most potential class members likely would not consider it worthwhile to pursue them outside the class action context”).

The judicial system would also be severely burdened by hundreds of individual cases raising identical legal questions about Defendants’ unlicensed operation and systematic code violations. This Court—or the Circuit Court for Prince George’s County—would be required to repeatedly adjudicate the same factual and legal issues regarding licensing requirements, habitability standards, and consumer protection violations. Such duplicative litigation would not only waste judicial resources but would also risk inconsistent rulings on identical issues of law and fact. *See generally Alvarez*, 303 F.R.D. at 160 (finding the certification of a class pertinent where “named plaintiffs allegedly suffered [injury] caused by the exact same conduct as the alleged injury to the rest of the class”).

C. In the alternative, issue certification under Rule 23(c)(4) is appropriate.

Even if the Court were to determine that class-wide treatment of all claims and issues is not appropriate under Rule 23(b)(3), certification of particular issues under Rule 23(c)(4) would still be proper. Rule 23(c)(4) provides that “[w]hen appropriate, an action may be brought or maintained as a class action with respect to particular issues.” Fed. R. Civ. P. 23(c)(4). The Fourth Circuit has expressly endorsed issue certification as an appropriate mechanism to manage cases where common issues predominate regarding liability, even if damages or other issues require individualized determination. *See Gunnells*, 348 F.3d at 425 (holding that “damages claims might require ‘individual inquiry’ but . . . those issues could be bifurcated for individual trials”). As the Fourth Circuit explained in *Gunnells*, “Rule 23 specifically dictates that when appropriate[,] a class action may be maintained as to particular issues and, after that is done, the provisions of this rule, such as the predominance requirement of (b)(3), shall then . . . be

construed and applied.” *Id.* at 439 (quoting Fed. R. Civ. P. 23(c)(4)) (internal quotation marks omitted).

Here, at a minimum, the following issues are appropriate for class certification under Rule 23(c)(4):

- 1) Whether Defendants operated Heather Hill without required licensing in violation of Prince George’s County Code;
- 2) Whether Defendants’ collection of rent and fees during unlicensed periods violated Maryland law;
- 3) Whether Defendants’ lease agreements violated Prince George’s County Code § 13-162;
- 4) Whether Defendants’ maintenance of conditions at Heather Hill violated the Maryland Consumer Protection Act;
- 5) Whether Defendants’ debt collection practices violated the Maryland Consumer Debt Collection Act;
- 6) Whether class members are entitled to restitution of rent during unlicensed periods; and
- 7) The appropriate formula or methodology for calculating damages.

Resolution of these issues would materially advance the litigation for all members of the proposed Class while promoting judicial economy by avoiding duplicative litigation of the same core legal and factual questions.

Notably, the Supreme Court has recognized that “the class-action device saves the resources of both the courts and the parties by permitting an issue potentially affecting every class member to be litigated in an economical fashion.” *Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S. 147, 155 (1982). Issue certification here would serve precisely that purpose. And courts in this district have recognized that this “broad view permits utilizing Rule 23(c)(4) even where predominance has not been satisfied for the cause of action as a whole.” *In re Marriott Int’l, Inc.*,

Customer Data Sec. Breach Litig., 341 F.R.D. 128, 168 (D. Md. 2022), *vacated and remanded sub nom. In re Marriott Int’l, Inc.*, 78 F.4th 677 (4th Cir. 2023), and *reinstated by In re Marriott Int’l Customer Data Sec. Breach Litig.*, 345 F.R.D. 137 (D. Md. 2023). “This approach accords with the Fourth Circuit’s admonition to district courts to take full advantage of the provision in [Rule 23(c)(4)] permitting class treatment of separate issues in order to promote the use of the class device and to reduce the range of disputed issues in complex litigation.” *Id.* (internal quotation marks and citations omitted) (alteration in original).

Finally, issue certification is particularly appropriate in cases like this one, where common issues regarding a defendant’s statutory violations and liability can be determined efficiently on a class-wide basis. Therefore, if the Court finds that complete class certification is inappropriate, Ms. Hall respectfully requests that the Court certify the above-listed issues pursuant to Rule 23(c)(4).

V. **CONCLUSION**

This case presents a paradigmatic example of when class certification is appropriate and necessary. Defendants’ systematic operation of Heather Hill without required licensing—while collecting unauthorized rent and maintaining uninhabitable conditions—affected hundreds of tenants in a uniform manner. Accordingly, and for the reasons detailed above, Plaintiff Charlene Hall respectfully requests that the Court: (1) grant this motion; (2) certify this case as a class action; (3) certify the proposed Class defined above; (4) appoint Ms. Hall as class representative; and (5) appoint undersigned counsel as class counsel.

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Dated: June 16, 2025

Respectfully submitted,

/s/ Jordan D. Howlette

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