

Maleaka Boyd
1118 Ramblewood Rd., Apt. D
Baltimore, MD 21239,

*

*

Lester Horner
5706 The Alameda, Apt. C
Baltimore, MD 21239,

*

*

IN THE

Danielle Kent
1122 Ramblewood Rd., Apt. D
Baltimore, MD 21239

*

DISTRICT COURT

*

OF MARYLAND

Brandi Murphy
5708 The Alameda, Apt. C
Baltimore, MD 21239, and

*

FOR

*

BALTIMORE CITY

Alicia Sells
1108 Ramblewood Rd., Apt. C
Baltimore, MD 21239

*

Case No.

*

Plaintiffs,

*

v.

*

Ark Yorkewood, LLC
P.O. Box 16359
Baltimore, MD 21210

*

*

Serve On:
Christopher R. Johnson
Miles & Stockbridge P.C.
100 Light St.
Baltimore, MD 21202, and

*

*

*

Full Circle Real Estate Partners, LLC TA
Pratum Companies
9711 Washingtonian Blvd.
Gaithersburg, MD 20878

*

*

*

Serve On:
The Corporation Trust Incorporated
2405 York Rd., Suite 201
Lutherville Timonium, MD 21093

*

*

Defendants.

*

*

*

*

*

*

*

*

*

*

*

*

*

*

**COMPLAINT FOR RENT ESCROW AND ADDITIONAL CLAIMS
UNDER THE IMPLIED WARRANTY OF HABITABILITY AND
LANDLORD'S NONCOMPLIANCE WITH LEASE**

With Request for Attorneys' Fees

Plaintiffs Maleaka Boyd, et al., by and through their undersigned counsel, file this Complaint for Rent Escrow, Breach of the Implied Warranty of Habitability, and Landlord's Noncompliance with Lease, pursuant to Md. Rule 3-212, Md. Code Ann., Real Prop. ("RP") §§ 8-211 ("Tenant Safety Act") and 8-212, and Baltimore City Public Local Law ("PLL") §§ 9-9 and 9-9A against Defendants Ark Yorkewood, LLC and Full Circle Real Estate Partners, LLC TA Pratum Companies ("Pratum Companies") and state the following:

I. INTRODUCTION

1. Plaintiffs seek systemic redress and injunctive relief for the severe defects in their apartment complex that are threats to their life, health, or safety and that Defendants have refused to address for over two years.

2. Plaintiffs are residential tenants at different units in Yorkewood Apartments, a 285-dwelling unit apartment complex (hereinafter the "Property"), located on "Block Lots" 5138A744 and 5138A757, which is owned by Defendant Ark Yorkewood, LLC, and managed by Defendant Pratum Companies.

3. Since at least May 2024 and at all relevant times, Defendants have failed to provide adequate trash removal service of the dumpsters located on and around the apartment complex, attracting rodents and other pests and creating unsanitary and unsafe living conditions for Plaintiffs.

4. On or about September 17, 2025, Baltimore City Department of Housing and Community Development ("DHCD") revoked the Property's rental license for failure to

timely abate a notice of violation after being cited for bulk trash, high grass and weeds, trash accumulation, and poor exterior sanitation several times in the previous months.

5. On or about October 31, 2025, Fox 45 News aired a story featuring the recurring, overflowing dumpsters and trash receptacles as a critical issue impacting neighborhood residents.¹

6. As of the date of filing this petition nearly nine months later, the Property remains unlicensed, and Defendants have failed to remediate the overflowing trash and resultant rodent infestation

7. Additionally, Defendants have failed to provide sufficient electrical infrastructure in Ms. Kent's building so that the breaker could sustain air conditioning units in her apartment.

8. Defendants knew about the Property's unsafe conditions and noncompliance with Plaintiffs' leases through actual notice given by Plaintiffs and violations issued by DHCD but failed to correct them within a reasonable time. Accordingly, Plaintiffs are entitled to relief under the Tenant Safety Act, RP §8-212, and analogous local law.

II. PARTIES

9. Plaintiffs are all currently residential tenants at the Property, each with their own lease agreement with Defendants.

- a. Maleaka Boyd resides in the apartment located at 1118 Ramblewood Rd., Apt. D, Baltimore, Maryland 21239.

¹ Fox45 News, 'Corner boys' and citations: Why one Northeast Baltimore block is waiting for action, Oct. 31, 2025, <https://foxbaltimore.com/spotlight-on-maryland/corner-boys-and-citations-why-one-northeast-baltimore-block-is-waiting-for-action>.

- b. Lester Horner resides in the apartment located at 5706 The Alameda, Apt. C, Baltimore, Maryland 21239.
 - c. Danielle Kent resides in the apartment located at 1122 Ramblewood Rd., Apt. D, Baltimore, Maryland 21239.
 - d. Brandi Murphy resides in the apartment located at 5708 The Alameda, Apt. C, Baltimore, Maryland 21239.
 - e. Alicia Sells resides in the apartment located at 1108 Ramblewood Rd., Apt. C, Baltimore, Maryland 21239.
10. Defendant Ark Yorkewood, LLC, is a foreign limited liability company that owns the Property.
11. Defendant Pratum Companies is a domestic company that manages the Property.

III. JOINDER OF PLAINTIFFS UNDER THE TENANT SAFETY ACT

12. Plaintiffs bring this action under the Tenant Safety Act, which states: “Multiple tenants may join as plaintiffs in an action under this section in accordance with the Maryland Rules on joinder.” RP § 8-211(h)(2)(i).

13. Maryland Rule 3-212(a) permits multiple persons to join in one action as plaintiffs if they assert a right to relief jointly, severally, or in the alternative arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact is common to all.

14. Joinder in this matter is proper due to the identical or substantially similar conditions of disrepair experienced by all Plaintiffs in their respective units as well as in common areas that resulted from Defendants’ failure to repair. Plaintiffs seek substantially similar relief. As such, this action requires the adjudication of facts arising from the same

series of transactions or occurrences through which common questions of law and fact will arise for all Plaintiffs.

15. Joinder in this matter will favor judicial efficiency by avoiding the burden of litigating five separate actions and will not prejudice any party.

IV. JURISDICTION AND VENUE

16. The District Court has exclusive original jurisdiction over landlord–tenant actions filed under RP § 8-211. Md. Code, Cts. & Jud. Proc. § 4-401(7)(i).

17. Venue is proper in that all Plaintiffs reside in Baltimore City and Defendants conduct business and operate rental housing in Baltimore City.

V. STATEMENT OF FACTS

Common Facts

18. Yorkewood Apartments is a 285-unit apartment complex consisting of approximately 68 low-rise, two-story buildings with surrounding greenspace.

19. There are approximately six dumpster sites located around the apartment complex with two dumpsters at each site, or 12 dumpsters in total.

20. Upon information and belief, Plaintiffs entered into form lease agreements drafted by Defendants stating that Defendants would provide trash receptacles for Plaintiffs' use and requiring Plaintiffs to use those receptacles.

21. Plaintiffs have abided by their lease obligations and used the trash receptacles provided by Defendants to dispose of their household waste.

22. However, Defendants have failed to empty the provided trash receptacles on a regular and consistent basis.

23. Since at least May 2024, all Plaintiffs have experienced and suffered from extreme trash pileup in the communal dumpsters provided by Defendants for tenant waste disposal throughout the apartment complex.

24. Since at least May 2024, the pet waste receptacles provided by Defendants around the apartment complex have not been emptied regularly and are overflowing.

25. The overflowing dumpsters and pet waste receptacles have created unsanitary living conditions by attracting rodents and other pests and emitting foul odors that Plaintiffs smell from their units.

26. Defendants have received multiple citations from DHCD, as early as May 2024 and as recently as July 2026, for “Bulk trash” and “Trash accumulation in and around property.”

27. Starting since at least winter of 2024 and on multiple occasions since, Plaintiffs have given Defendants actual notice of the overflowing dumpsters and pet waste receptacles and the resulting unsanitary conditions and have reported these conditions to the City via 311.

28. Defendants had sufficient notice of the overflowing dumpsters and pet waste receptacles, but have failed to provide adequate trash removal services.

29. The overflowing dumpsters and pet waste receptacles have created a severe rat infestation in the parking lots of the apartment complex.

30. On or about September 17, 2025, DHCD revoked Defendants’ rental license for “failure to timely abate a notice violation.”

31. As of the date of filing this complaint, the Property remains unlicensed.

Specific Facts

Maleaka Boyd

32. Plaintiff Maleaka Boyd resides at 1118 Ramblewood Road, Apt. D, Baltimore, Maryland 21239. She has lived there for approximately three years with her two children.

33. Her monthly rent is \$1,425.

34. Due to the unsanitary conditions created by the overflowing dumpsters and pet waste receptacles and the resulting rodent infestation, Ms. Boyd's young daughters cannot play outside because of the rats and feces on the ground. The rat infestation is so pervasive that they often refrain from walking outside at night when the rat presence increases.

35. Ms. Boyd first reported the trash issue to Defendant Pratum Companies in October 2025.

36. She also made complaints to the City via 311 about the trash issue.

37. Additionally, Ms. Boyd has a rodent and water bug infestation in her apartment. The rodent infestation likely stems from the infestation created by the overflowing dumpsters.

38. Ms. Boyd acquired a pet cat to control the rodent infestation in August 2025.

39. Ms. Boyd first told Defendant Pratum Companies about the rodent infestation in her apartment shortly after she moved in during the winter of 2024. She told Defendant Pratum Companies about the issue again in the summer of 2025 before getting a cat.

40. On several occasions throughout Ms. Boyd's tenancy, she has attempted to contact Defendant Pratum Companies about these severe defects by calling the main office or by going in person. The leasing office is usually closed during and after regular business hours and phone calls are seldom returned.

41. Additionally, Ms. Boyd has contacted Defendant Pratum Companies via email to request updated copies of her ledger and lease but has never received them.

Lester Horner

42. Plaintiff Lester Horner resides at 5706 The Alameda, Apt. C, Baltimore, Maryland 21239. He is a veteran of the U.S. armed services who has lived at Yorkewood Apartments for over 60 years.

43. His monthly rent is \$1,150.

44. Because the dumpsters are overflowing with waste, Mr. Horner has been forced to keep several bags of trash in his apartment at a time and has had to move trash out of parking spots in order to park his vehicle.

45. Mr. Horner has observed rats near the overflowing dumpsters.

46. Mr. Horner has called 311 to complain about the overflowing dumpsters and rat infestation at least 10 times since November 2025.

Danielle Kent

47. Plaintiff Danielle Kent resides at 1122 Ramblewood Road, Apt. D, Baltimore, Maryland 21239. She has lived there for approximately two years with her fiancé and three children, including a newborn baby they welcomed in January 2026.

48. Her monthly rent is \$1,500.

49. An overflowing dumpster is located outside of Ms. Kent's young daughter's window. Because of its foul smell, she cannot open her daughter's window nor put a window air conditioning unit in it.

50. Ms. Kent has made 311 complaints about the overflowing dumpsters every month since November 2025.

51. Additionally, Ms. Kent's apartment has a rodent infestation, likely stemming from the infestation created by the overflowing dumpsters.

52. Ms. Kent has seen rodents on her newborn's blankets and rodents have chewed up her daughter's underwear and hundreds of dollars' worth of Ms. Kent's clothes and shoes.

53. Ms. Kent has incurred unnecessary expenses to purchase extra cleaning supplies to manage the infestation.

54. Ms. Kent first told Defendant Pratum Companies about the rodent infestation in June 2024, has made 311 complaints, and has told Defendant Pratum Companies about it via email as recently as June 2026.

55. Defendant Pratum Companies has sent pest control to treat Ms. Kent's unit, but Ms. Kent continues to see mice in her apartment.

56. Even if Ms. Kent were able to put a window air conditioning unit in her daughter's bedroom window, it would cause an electrical shortage in the apartment because its breaker cannot sustain window air conditioning units in all three bedrooms.

57. Because of this, Ms. Kent's daughter must sleep in Ms. Kent's room in the summer months when it is too hot in her room.

58. Ms. Kent told maintenance about the electrical shortage in her apartment when the weather became warm in May 2026 and followed up with Defendant Pratum Companies in June 2026.

59. On several occasions throughout Ms. Kent's tenancy, she has attempted to contact Defendant Pratum Companies about the conditions issues she has experienced by calling the main office or by going in person. The leasing office is usually closed during and after regular business hours and phone calls are seldom returned.

Brandi Murphy

60. Plaintiff Brandi Murphy resides at 5708 The Alameda, Apt. C, Baltimore, Maryland 21239. She has lived there for approximately three years with her pet cat.

61. Her monthly rent is \$1,050.

62. The overflowing dumpsters have created such unsanitary conditions that Ms. Murphy is embarrassed to have guests over to her home. The overflowing dumpsters have attracted so many rats that she has to run to her apartment building from where she parks her car to avoid them.

63. Ms. Murphy first told property management about the trash issue on or about February 17, 2025, via phone call.

64. She also contacted 311 about the trash issue in the second half of 2025.

65. Additionally, there is a rodent infestation in Ms. Murphy's apartment. There are mice in her bedroom closet despite having a pet cat.

66. The rodent infestation in Ms. Murphy's unit likely stems from the infestation created by the overflowing dumpsters.

67. Ms. Murphy attempted to tell Defendant Pratum Companies about the rodent infestation in her unit by phone call and has left voicemails, but her calls have not been returned for the past year. She also tried going to the leasing office to complain in person, but it is rarely open.

Alisha Sells

68. Plaintiff Alisha Sells resides at 1108 Ramblewood Rd., Apt. C, Baltimore, Maryland 21239. She has lived there for approximately four years with her three children.

69. Her monthly rent is \$1,395.

70. Ms. Sells first reported the trash issue to 311 in or about October 2025 and again in December 2025. She also complained to Defendant Pratum Companies in person at the leasing office about the overflowing dumpsters during the winter of 2025.

71. Ms. Sells has a rodent infestation in her apartment, likely stemming from the rodent infestation created by the overflowing dumpsters.

72. Ms. Sells has not told Defendants about the rodent infestation in her apartment because she has a pet cat that catches the rodents. Her cat caught a mouse in her apartment as recently as June 2026.

VI. CLAIMS FOR RELIEF

Count I

Breach of Duty of Landlords to Repair or Eliminate Serious Conditions and Defects of Residential Dwelling Units (“Tenant Safety Act”) (Md. Code Ann., Real Prop § 8-211; Baltimore City Public Local Law § 9-9)

A. Plaintiffs are entitled to relief under state and local Rent Escrow statutes for Defendant’s failure to repair dangerous conditions at the Property.

73. Plaintiffs re-allege and incorporate by reference the allegations set forth above.

74. The Tenant Safety Act provides a remedy and imposes an obligation on landlords to repair and eliminate conditions and defects which constitute, or if not promptly corrected will constitute, a serious and substantial threat to the life, health, or safety of tenants. RP § 8-211(d).

75. The statute specifically covers defects in the tenant’s individual unit as well as common areas. (“The purpose of this section is to provide tenants with a mechanism for encouraging the repair of serious and dangerous defects which exist within or as part of any residential dwelling unit, *or on property used in common* of which the dwelling unit forms a part.” RP § 8-211(a)(1) (emphasis added)).

76. To utilize the remedies provided by the Tenant Safety Act, tenants must provide the landlord with notice of the existence of the defects, either by (1) written communication, (2) actual notice, *or* (3) a written violation from an appropriate local government agency stating the asserted conditions or defects. RP § 8-211(f).

77. There is a rebuttable presumption that a period exceeding 30 days after the landlord receives notice is unreasonable. RP § 8-211(g)(3).

78. In this case, numerous hazardous conditions exist throughout the Property, including excessive trash pileup in the apartment complex's dumpsters, overflowing pet waste receptacles, and rodent and bug infestations, collectively posing serious and substantial threats to Plaintiffs' life, health, and safety.

79. Dating back to at least May 2024, Defendants or Defendants' agents had actual notice from Plaintiffs and notice from Baltimore City DHCD through code violations and citations issued to Defendants but failed to make repairs within a reasonable time.

80. Baltimore City DHCD cited Defendants for inadequate waste removal as early as May 2024 and most recently issued a citation to Defendants for "bulk trash" and "trash accumulation in and around property" on July 15, 2026.

81. Additionally, one of the overflowing dumpsters at issue is located within view of the Yorkewood leasing office, making it certain that Defendants' agents have seen the trash pileup firsthand.

82. Plaintiffs did not cause the asserted defects and have not impaired Defendants' ability to make repairs.

B. The unsanitary conditions created by the overflowing dumpsters substantially threaten Plaintiffs' life, health, and safety, as well as the conditions issues experienced individually by each Plaintiff listed above.

83. The overflowing dumpsters and waste receptacles and resulting rodent infestation have personally affected the health and safety of each Plaintiff, as described above. For example, Ms. Boyd's and Ms. Sells's children cannot play outside. Mr. Horner keeps excess trash in his apartment and has to move trash bags to park his car. Ms. Kent cannot open her windows due to the foul odor. Ms. Murphy runs from her parked car to her apartment building every night to avoid the rats attracted to the trash and is embarrassed to have guests over.

84. Due to the snow and cold temperatures of this past winter, Defendants had waste removed even less frequently. Removal services have not returned to acceptable frequency since.

85. It is well known that improper trash removal attracts vermin that carry disease and contributes to poor air quality.

86. Both RP § 8-211 and PLL § 9-9 explicitly state that an infestation of rodents in multi-family dwelling units constitutes a condition that is a serious threat to the life, health, and safety of occupants. *See* RP § 8-211(d)(3); PLL § 9-9(b).

87. The overflowing dumpsters and pet waste receptacles have contributed to the rodent infestations experienced by four of the Plaintiffs in their respective units.

88. The rodent infestations suffered by Ms. Boyd, Ms. Kent, and Ms. Sells are particularly dangerous because they have young children in their homes.

C. Plaintiffs request that the rent be abated to \$0 because Defendants do not possess a valid rental license.

89. There is a rebuttable presumption that a tenant is entitled to the adjudication of a request for a rent abatement and that a court order requiring the funding of rent escrow is limited to the payment of rent that is due and unpaid *subsequent* to the court order. RP § 8-211(i).

90. Baltimore City Code, Article 13, § 5-4(a)(2) states that no person may charge, accept, retain, or seek to collect any rental payment unless the person was licensed at the time of providing occupancy. *See Assanah-Carroll v. Law Offices of Edward J. Maher, P.C.*, 480 Md. 394, 440 (2022).

91. On September 17, 2025, DHCD revoked Defendants' rental license.

92. As of the date of filing this petition, Defendants have not obtained a new rental license.

93. Also, as of the date of filing this petition, Defendants have failed to abate the violations/citations that caused DHCD to revoke its rental license.

94. Because Defendants do not currently possess a rental license, they are not entitled to charge or collect rent from Plaintiffs.

95. Plaintiffs respectfully request that this Court abate their respective rent obligations to \$0.

96. In the alternative, if the Court does not abate Plaintiffs' monthly rent to \$0 because of Defendants' lack of rental license, Plaintiffs request that the Court abate their monthly rent obligation to \$0 due to the conditions of disrepair suffered by Plaintiffs.

97. The Court shall make any order that the justice of the case may require, including, but not limited to, ordering the landlord to make repairs or correct the conditions complained of by the tenant and found by the court to exist. RP § 8-211(m)(4).

98. If a court orders any relief under the Tenant Safety Act, tenants may recover reasonable attorney's fees. RP § 8-211(o).

99. Because Defendant has failed to abate the conditions of disrepair, including those conditions which caused DHCD to revoke its license over nine months ago, Plaintiffs ask this Court to order Defendants to abate the outstanding violations/citations, make necessary repairs to the conditions of disrepair described above, abate rent to \$0, and award to Plaintiffs reasonable attorney's fees, costs, and expenses related to litigation.

Count II
Breach of Implied Warranty of Habitability
(Md. Code Ann., Real Prop. § 8-212; Baltimore City Public Local Law §§ 9-14.1 and 9-14.2)

100. Plaintiffs re-allege and incorporate by reference the allegations set forth above.

101. Under both state and local law, a landlord offering a residential dwelling unit for rent is deemed to warrant that the dwelling is fit for human habitation. *See* RP § 8-212(c); PLL § 9-14.1.

102. "Fit for human habitation" means that a dwelling is free from serious defects or conditions that constitute, or will constitute without prompt repair, a substantial threat to the life, health, or safety of its occupants. RP § 8-212(a); PLL § 9-14.1(b)(3); PLL § 9-14.2(a)(4).

103. This Implied Warranty of Habitability exists at the beginning of every tenancy, continues throughout, and cannot be waived. RP § 8-212(b); PLL § 9-14.1(d); PLL § 9-14.2(b).

104. If a landlord breaches the Implied Warranty of Habitability by refusing to make repairs or failing to do so after a reasonable time, the tenant may bring an action for damages, abatement of rent, and other relief, as well as attorney's fees, costs, and expenses related to the litigation. RP § 8-212(g)—(j); PLL § 9-9(d).

105. In the case at bar, the unsanitary conditions created by rodent infestations in Plaintiffs Ms. Boyd and Ms. Kent's units caused them to incur unnecessary expenses in efforts to remediate the infestations.

106. Ms. Boyd adopted a cat in August 2025 to mitigate the rodent infestation in her unit. The cost to care for the cat has been approximately \$30 a month.

107. The rodents in Ms. Kent's unit have damaged her clothing and her children's clothing. She had to discard over \$1,000 worth of rodent-eaten clothing and shoes. She bought materials to try to fill entry holes and extra cleaning supplies to clean up rodent droppings, spending approximately \$200.

108. Plaintiffs did not cause the asserted defects and have not unreasonably refused Defendants entry to make repairs.

109. Defendants had actual notice of the conditions of disrepair including the rodent infestations and made some attempts to treat and exterminate, but those attempts were inadequate and unsuccessful.

110. Because of Defendants' breach of the Implied Warranty of Habitability, each respective Plaintiff requests an award of the actual damages as follows:

- a. \$360 to Ms. Boyd.
- b. \$1,200 to Ms. Kent.

111. Additionally, Plaintiffs request that any rent that the Defendants claim is still due and owing prior to the date the rental license was revoked (September 17, 2025) be abated to \$0.

112. Finally, Plaintiffs request an award of attorneys' fees, court costs, and expenses of the litigation.

Count III
Landlord's Noncompliance with Lease
(Baltimore City Public Local Law § 9-9A)

113. Plaintiffs re-allege and incorporate by reference the allegations set forth above.

114. Baltimore Public Local Law § 9-9A provides that a tenant "may assert as a basis for affirmative relief, that there exists on the lease premises a condition which constitutes a material noncompliance by the landlord with the written lease," including, but not limited to, "(2) lack of functional refrigeration or air conditioning; [and] (3) lack of proper maintenance." PLL § 9-9A(a).

115. A claim under this provision follows the procedures outlined in PLL § 9-9(d)-(n).

116. Plaintiffs' leases state that Defendants will provide lawn care maintenance and regular cleaning of common areas.

117. Plaintiffs' leases also state that Defendants will provide air conditioning in their units.

118. Defendants materially violated Plaintiffs' lease agreements by failing to keep the apartment complex grounds clean and maintained so as not to attract vermin and other pests.

119. Defendants also materially violated Ms. Kent's lease agreement by failing to maintain the conditions necessary for her unit to be air-conditioned.

120. Defendants have had actual notice of these conditions of disrepair for more than 30 days as described above but have failed to make repairs.

121. Plaintiffs are entitled to abatement of the rent and an order requiring Defendants to address these defects.

VII. REQUEST FOR RELIEF

Plaintiffs respectfully request that this Court:

- A. Order Defendants to repair and abate the aforementioned severe conditions of disrepair thoroughly and completely;
- B. Appoint a special administrator who shall cause repairs to be made;
- C. Abate Plaintiffs' monthly rent to \$0.00;
- D. Abate any rent alleged due and owing by Plaintiffs to Defendants prior to September 17, 2025, to \$0;
- E. Award actual damages to Plaintiffs who incurred costs in remediating rodent infestations in their units in the amounts specified above;
- F. Award Plaintiffs reasonable attorney's fees, costs, and reasonable expenses related to litigation; and
- G. Award any other relief that the Court deems just and proper.

NOTICE OF CLAIM FOR ATTORNEY'S FEES

Pursuant to Maryland Rule 2-703, RP §§ 8-211(o)(1) and 8-212, Plaintiffs hereby give notice that they seek attorney's fees in this case, and these fees could be substantial as litigation progresses.

Respectfully submitted,

/s/ Angelea Aldana Dwyer
Angelea Aldana Dwyer (AIS No. 2412031112)
C. Matthew Hill, (AIS No. 0712110352)
Public Justice Center
201 North Charles Street, Suite 1200
Baltimore, Maryland 21201
Telephone: 410-625-9409, ext. 282
Fax: 410-625-9423
aldanadwyera@publicjustice.org
hillm@publicjustice.org

/s/ Jean M. Zachariasiewicz
Jean M. Zachariasiewicz (AIS No. 1606210300)
GALLAGHER LLP
650 S. Exeter St., Suite 1200
Baltimore, MD 21202
Telephone: (410) 727-7702
Fax: (410) 468-2786
jzachariasiewicz@gallagherllp.com

Attorneys for Plaintiffs