

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Southern Division)

COUNCIL OF UNIT OWNERS- )  
BEDFORD TOWNE CONDOMINIUM, )  
Trading as THE MARYLANDER )  
501 Calvin Lane )  
Rockville, Maryland 20851 )

Plaintiff )

v. )

Civil Case No. \_\_\_\_\_ )

PRINCE GEORGE'S COUNTY, MARYLAND )  
14741 Governor Oden Bowie Drive )  
Suite 1101 )  
Upper Marlboro, Maryland 20772 )

and )

**JURY DEMAND**

AISHAN. BRAVEBOY )  
14741 Governor Oden Bowie Drive )  
Suite 1101 )  
Upper Marlboro, Maryland 20772 )

and )

DAWIT ABRAHAM, P.E., DIRECTOR )  
DEPARTMENT OF PERMITTING, )  
INSPECTIONS, AND ENFORCEMENT )  
9400 Peppercorn Place, First Floor )  
Largo, Maryland 20774 )

and )

JONATHAN R. BUTLER, DIRECTOR )  
DEPARTMENT OF HOUSING AND )  
COMMUNITY DEVELOPMENT )  
9200 Basil Court, Suite 306 )  
Largo, Maryland 20774 )

Defendants. )  
\_\_\_\_\_ )

**COMPLAINT AND JURY DEMAND**

Plaintiff, Council of Unit Owners-Bedford Towne Condominium, trading as The Marylander (“Council of Unit Owners”), files this Complaint and Jury Demand against Defendants Prince George’s County, Maryland (the “County”), Aisha N. Braveboy, Dawit Abraham, P.E., and Jonathan R. Butler, and states:

**Nature of the Action**

1. This civil action seeks immediate and continuing injunctive relief and compensatory and punitive damages pursuant to 42 U.S.C. § 1983 and related federal law, arising from Prince George’s County’s affirmative conduct, specifically its sustaining of a state-created danger with deliberate indifference, that destroyed a residential community, deprived its owners and residents of constitutionally protected property rights with reckless or callous indifference, and now threatens their mass displacement without due process of law.

2. This action most urgently concerns the owners and residents of one hundred eight (108) condominium units who face mass physical removal from their homes pursuant to a state court order obtained by the County without notice to, or any opportunity to be heard by, the individuals whose property rights that order effectively extinguishes.

**The Parties**

3. Plaintiff, Council of Unit Owners-Bedford Towne Condominium, trading as The Marylander (“Council of Unit Owners”), is, pursuant to The Bylaws of Bedford Towne Condominium, recorded among the Land Records of Prince George’s County, Maryland, at Liber 5511, folio 195, *et seq.*, and in accordance with Md. Code, Real Prop. § 11-101, *et seq.* (the “Condominium Act”), the legal entity authorized to govern the affairs of condominium regime known as Bedford Towne Condominium (“Condominium”). The Condominium was established

by the Declaration of Bedford Towne Condominium, recorded among the Land Records of Prince George's County, Maryland, at Liber 5511, folio 175, *et seq.*, and consists of seventeen (17) collectively held buildings and common elements situated on approximately 19.77 acres supporting a total of 200 individually owned residential dwelling units (collectively, the "Condominium Property").

4. Defendant Prince George's County, Maryland (the "County") is a charter county of the State of Maryland. The County's charter provides that the County shall be the named party in all actions and proceedings touching its rights powers, properties, liabilities and duties. The Department of Permitting, Inspections, and Enforcement ("DPIE") is an agency of the County that is responsible for, among other things, the administration and enforcement of the County's Housing Code. The Department of Housing and Community Development ("DHCD") is an agency of the County that is responsible for, among other things, coordination of the County's policies with regard to housing and community development.

5. Defendant Aisha N. Braveboy is the County Executive for the County. In her capacity as County Executive, Ms. Braveboy serves as the chief executive officer of the County and is responsible for, among other things, enforcing all laws in the county. Upon information and belief, Ms. Braveboy resides within Prince George's County, Maryland. Ms. Braveboy is sued in her individual capacity and in her official capacity.

6. Defendant Dawit Abraham, P.E., is the Director of DPIE. In his capacity as Director of DPIE, Mr. Abraham is responsible for, among other things, the administration and enforcement of the County's permitting functions. Upon information and belief, Mr. Abraham resides within Prince George's County, Maryland. Mr. Abraham is sued in his individual capacity and in his official capacity.

7. Defendant Jonathan R. Butler is the Director of DHCD. In his capacity as Director of DHCD, Mr. Butler is responsible for, among other things, the administration and coordination of the County's policies with regard to housing and community development. Upon information and belief, Mr. Butler resides within Prince George's County, Maryland. Mr. Butler is sued in his individual capacity and in his official capacity.

#### **Plaintiff's Standing**

8. Plaintiff has direct standing because (1) the County's actions have impaired the organization's own legal rights, and (2) the Plaintiff has sustained an injury-in-fact to the Condominium Property, including, but not limited to, common elements, which is traceable to the Defendants and is redressable through adjudication.

9. Plaintiff also has associational standing because (1) its members would otherwise have standing to sue in their own right, (2) the interest it seeks to protect are germane to the purpose of the organization, and (3) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.

#### **Jurisdiction and Venue**

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3), because this action arises under 42 U.S.C. § 1983 and the Fourteenth Amendment.

11. Venue is proper in the Southern Division of the District Court of Maryland under 28 U.S.C. § 1391(b), because the events giving rise to the claims occurred in Prince George's County, Maryland, the property that is the subject of the action is situated in Prince George's County, Maryland, and the individual Defendants reside in Prince George's County, Maryland.

**Facts Common to All Counts**

*Applicable Provisions of the Condominium Act, and Condominium Declaration and Bylaws*

12. The management and administration of the Condominium is governed by, among other things, the Condominium Act, and the Declaration and Bylaws of the Condominium.

13. Section 11-109(a) of the Condominium Act provides that the “affairs of the condominium shall be governed by a council of unit owners which, even if unincorporated, is constituted a legal entity for all purposes. The council of unit owners shall be comprised of all unit owners.” Md. Code, Real Prop. § 11-109(a).

14. Section 11-101(c)(1) of the Condominium Act provides that “[c]ommon elements’ means all of the condominium except the units.” Md. Code, Real Prop. § 11-11(c)(1). Section 11-108.1 of the Act further provides that, “the council of unit owners is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of his unit.” Md. Code, Real Prop. §11-108.1.

15. Section 11-125 of the Condominium Act, in pertinent parts, provides the following:

...  
(e)(1) The council of unit owners or its authorized designee shall have an irrevocable right and an easement to enter units to investigate damage or make repairs when the investigation or repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium.

...  
(3) if damage is inflicted on the common elements or any unit through which access is taken, the council of unit owners is liable for prompt repair.  
...

Md. Code, Real Prop. § 11-125(e)(1), (3).

*General Allegations*

16. The Condominium Property consists of, among other things, the seventeen (17) buildings supporting 200 individually owned units. The buildings have the following odd-numbered addresses on Riggs Road, Hyattsville, Prince George's County, Maryland: 7951, 7953, 7955, 7957, 7959, 7963, 7965, 7967, 7969, 7971, 7973, 7975, 7977, 7979, 7981, 7983, and 7985.

17. The Condominium Property fronts Riggs Road on the west, approximately one-half mile north of University Boulevard, with its buildings extending eastward from Riggs Road. Ex. 1 (Aerial View).

18. The Condominium Property also lies within approximately one-half mile of the planned Riggs Road Station of the Purple Line light rail project. Planning and policy documents associated with the Purple Line and Prince George's County's transit-oriented development program acknowledge the proximity to the Riggs Road Station is expected to increase surrounding property values significantly, while also recognizing that such development pressure threatens to displace the vibrant, majority-immigrant, low and moderate income communities that currently reside in the stated area, including the unit owners and residents of the Condominium.

19. Abutting the Condominium Property to the east are approximately 2.4 acres of land consisting of eleven (11) platted but undeveloped paper parcels (forming a cul-de-sac of 20<sup>th</sup> Avenue), which are zoned residential and are wooded and largely unimproved (the "Private Parcels"). *Id.*; Ex. 2 (Zoning View).

20. Upon information and belief, the current owner of the Private Parcels is 27418 Yowaiski Mill, LLC, whose charter has been forfeited by the State of Maryland, and, upon

information and belief, its managing member is an individual named Shafi Ibn Muquaddin (“Owner of the Private Parcels”).<sup>1</sup>

21. Abutting the Private Parcels to the east is land owned by or subject to an easement held by Potomac Electric Power Company (“PEPCO”) for its electrical transmission line right-of-way (“PEPCO Property”). The PEPCO Property is a maintained, open-space corridor consisting exclusively of grass and low-lying vegetation and devoid of tree cover. Ex. 1 (Aerial View).

22. The PEPCO Property and the Private Parcels form a continuous tract of land directly behind and immediately adjacent to the Condominium Property. *Id.*

23. Upon information and belief, beginning in 2016, the County launched a Street Outreach Program as a functional “Access” point for its Coordinated Entry system. This system is designed to identify, assess, and connect individuals experiencing homelessness to housing and services through a data-driven, standardized process that prioritizes those with the most severe needs.

24. Upon information and belief, the County describes the Street Outreach Program as follows:

The Street Outreach Program engages individuals and families experiencing unsheltered homelessness by meeting them where they are—encampments, public spaces, and community locations. Outreach teams provide wellness checks, basic supplies, transportation to shelter, and connections to housing programs, behavioral health services, and benefits. The goal is to build trust, reduce barriers, and help residents transition from unsheltered homelessness to safe and stable housing.

25. Upon information and belief, in or about January 2020, the County expanded the Street Outreach Program to a full team of members.

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<sup>1</sup> The Private Parcels are the subject of foreclosure proceedings in Prince George’s County Circuit Court Case No. C-16-CV-24-003040, and the court in that case, on or about February 17, 2026, ratified the sale of the Private Parcels to an entity named SG Alternative Title Trust 2025-NPL1, Series 5.

26. Upon information and belief, at the time of its expansion, the Street Outreach Program was primarily focused on identification, assessment, and connection to housing or shelter.

27. Upon information and belief, pursuant to Prince George's County Code § 15A-103 and applicable Federal regulations, the County Executive is mandated to prepare and submit to the County Council for approval a Five-Year Consolidated Housing and Community Development Plan. This Plan constitutes the official, legislatively adopted policy and strategy of the County regarding community and housing development.

28. Upon information and belief, consolidated Plans are developed to align with the following legislative findings and declaration of policy and purpose:

The Prince George's County Council finds that areas of the County are in varying stages of physical and/or economic decline; that a number of persons of low and moderate financial means reside in these areas; and that the welfare of the County and the well-being of its citizens depend on the alleviation of these conditions and the establishment and maintenance of viable urban and rural communities through a coordinate and systematic County-wide program utilizing Federal State, and local resources. In recognition of these conditions, the County Council hereby declares its intent to establish a coordinated and systematic County-wide housing and community development plan and program incorporating innovative approaches designed to revitalize deteriorating communities, and provide decent housing, a suitable living environment, expanded economic opportunities, and public services, principally to persons of low and moderate income.

PGC § 15A-101(b) (emphasis added).

29. Upon information and belief, by November 2021, the County's FY 2021-2025 Consolidated Plan for the first time expressly referenced the County's Street Outreach Program, as described in its Coordinated Entry Policy and FY 2021-2025 Consolidated Plan (as amended November 16, 2021), as directing "**regular visits to known encampments to drop off food,**

**warm blankets and other necessities” to “create opportunities to build trust and ensure the relative health and safety of this population.” Ex. 3<sup>2</sup> (FY 2021-2025 Consolidated Plan).**

30. Upon information and belief, the County is responsible for implementing its Consolidated Plan(s), as DHCD leads with collaboration from Prince George’s County Department of Social Services.

31. Upon information and belief, the 2021 directive contained in the FY 2021-2025 Consolidated Plan marked the beginning of the County’s deliberate policy shift from engagement-for-placement to affirmative and sustained resource delivery to encampment sites.

32. Coincident with the County’s policy shift and the deployment of a fully staffed and dedicated Street Outreach Program team, an open-air drug encampment began to take root on the PEPCO Property bordering the Private Parcels. Ex. 4 (Aerial View 2).

33. Upon information and belief, members of the open-air drug encampment refer to it as “the Mountains” or “La Biente Tres” (the “Mountains Encampment”).

34. By 2023, the Mountains Encampment had become a crack den, bathroom, prostitution site, and a full-blown drug market involving gangs such as the Langley Park Crew and MS-13, supplied by daily deliveries in high-end vehicles.

35. Gang-related graffiti and territorial markings cover the Mountains Encampment and the surrounding area.

36. Upon information and belief, from at least 2023 through January 2026, the County actively sustained and resourced the Mountains Encampment through their Street Outreach Program.

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<sup>2</sup> Only relevant portions of FY 2021-2025 Consolidated Plan are attached; *see* highlighted portion at page 139 (9/9 PDF).

37. Upon information and belief, the Street Outreach Program's stated goal is to transition individuals from encampments to safe and stable housing—a goal the County has demonstrably failed to achieve at and around the Mountains Encampment over the course of at least three years.

38. Upon information and belief, County officials and Street Outreach Program members, like John Harrison, made regular visits to the Private Parcels and the Mountains Encampment to deliver food, warm blankets, and other necessities, purportedly to build trust and attend to the health and safety of its population.

39. Upon information and belief, by early 2024, the Mountains Encampment had evolved from a collection of makeshift tents into a shantytown, with residents erecting increasingly elaborate ramshackle structures, including tarp-roofed units constructed from stolen materials, complete with generators and makeshift chimneys for heat and ventilation. Ex. 5 (Ramshackle Unit); Ex. 6 (Daily Mail Fire and Canopy Photo).

40. Over time, the encampment residents—criminals and vagrants—moved off the borders of the PEPCO Property and onto the tree-covered Private Parcels abutting Condominium Property.

41. On any given day since then and until January 2026, between 30 and 50 people occupied the Mountains Encampment. Many were visibly intoxicated or incapacitated, propped against trees in a drug-induced stupor. Others used the encampment not as a home, but as a base of operations from which to venture onto the Condominium Property to commit crimes.

42. Upon information and belief, since at least 2023, the County has affirmatively sustained on the Private Parcels the Mountains Encampment, a criminal, neighborhood, and public

nuisance that destroyed the suitable living environment of the owners and residents of the Condominium.

43. Upon information and belief, the County's actions have been the moving force that has decimated a deteriorating community and has expanded economic opportunities not for persons of low and moderate income, but for drug dealers, pimps, and developers.

44. Condominium unit owners and residents repeatedly contacted Condominium management, the Prince George's County Police Department, and the Prince George's County Fire Department to report crimes, nuisances, and acts of arson, as encampment residents frequently set fire to dumpsters in close proximity to, or directly on, Condominium Property.

45. Upon information and belief, others stayed silent—too afraid of reprisal to report crimes at all.

46. Upon information and belief, some unit owners and residents do not speak English as their first language or do not speak English at all.

47. Upon information and belief, a significant number of unit owners or occupants of the Condominium may have an uncertain immigration status.

48. Upon information and belief, the Owner of the Private Parcels made multiple requests to the County to have the residents of the Mountains Encampment removed from his Private Parcels, and each request went unheeded.

49. Upon information and belief, from at least 2023 through January 2026, the County had been repeatedly notified by the Owner of the Private Parcels, unit owners and residents of the Condominium, and by others, of acts occurring and conditions existing on the Private Parcels that constituted "public" and "neighborhood" nuisances under Section 14-170, *et seq.* of the Prince George's County Code.

50. In April 2025, the Council of Unit Owners engaged Quasar Property Management and Real Estate, LLC (“Quasar”) to help manage the affairs of the Condominium.

51. Quasar immediately began documenting more than \$800,000 in encampment-related criminal and vandalism damage that occurred on Condominium Property over several months.

52. Quasar repeatedly notified County officials, including DPIE, Prince George’s County Police Department, and Prince George’s County Fire Department of the dangers posed by the Mountains Encampment and of specific incidents of crimes committed by members of the Mountains Encampment on the Condominium Property and to the unit owners and residents of the Condominium.

53. Despite all the calls to various County officials about the Mountains Encampment on the Private Parcels, the County continued to actively sustain and grow the Mountains Encampment by continuing the regular deliveries of food and other items to its population.

54. The growth of the Mountains Encampment drove an exponential increase in crime at the Condominium Property.

55. At the south-end parking lot on Condominium Property, high-end vehicles regularly park for extended periods. Their occupants are often purveyors of drugs and, sometimes, young women, supplying the Mountains Encampment and conducting criminal enterprise openly and in plain view of Condominium owners and residents. Upon information and belief, this type of conduct has been witnessed by all who lived there—including children.

56. The Condominium was always in the crosshairs. By fixing the encampment population immediately adjacent to Condominium Property through years of deliberate resource

delivery, the County rendered the Condominium's owners and residents particularly vulnerable to the danger the County had affirmatively created.

57. Upon information and belief, at least one person associated with the Condominium, whether a resident or a family member, was drawn into the Mountains Encampment through the drugs supplied there and ended up living among that population the County had sustained.

58. The County provided the encampment's criminal elements both the means to persist and a known, proximate population of victims against whom to offend. People from the Mountains Encampment repeatedly picked and broke locks on building doors, invaded common areas to sleep, and shattered windows of vehicles and residential units throughout the Condominium Property.

59. At least one Condominium resident, a young woman, was cornered in a stairwell by someone appearing to be from the encampment.

60. A person indicted in August 2025 for the murder of a teen resident of the Condominium is believed to have been an occupant of, or frequent visitor to, the Mountains Encampment.

61. Drug paraphernalia, such as needles, was left behind by encampment members who broke into Condominium buildings to use drugs or sleep in common areas. Others broke in simply to defecate in the buildings. In this way, the grounds and common areas of the Condominium came to bear the remnants of everything encampment residents had been given—by their drug dealers, and by the County. Ex. 7. (Discomforting Photos).

62. In an effort to mitigate the harm that was being suffered on Condominium Property and by unit owners, residents, and their guests, the Council of Unit Owners installed an iron fence to prevent further encroachment of the Mountains Encampment onto Condominium Property.

63. When the Board of Directors of the Council of Unit Owners approved the installation of a tall iron fence to try and block off the Mountains Encampment, Condominium management asked a County police officer if on-duty or off-duty police might be able to be on the scene to ensure safety of workers and residents during installation. The police officer advised Quasar that he could not get any officers to work during the fence installation and further advised the following:

I would just caution whoever is working out there to call 911 if there's any issues no matter how small. We see a lot of gang graffiti on the dumpsters and trees in the area for MS13, Langley park crew, and others ...

64. The fence was installed and then immediately breached by encampment residents, and part of the fence by the south-end parking lot of the Condominium Property was severely damaged by residents of the Mountains Encampment, rendering the fence ineffective.<sup>3</sup>

65. On June 23, 2025, a police officer responded to the Condominium Property following a call reporting, among other things, trespassing by, and harassment from, residents of the Mountains Encampment.

66. That responding officer told a member of Quasar, among other things, the following:

It's a lot of them. It's a lot of them that come over here. So that's like I would have it's not enough officers just before us to all let you know, tell all of them to leave, they're going to come right back. You know what I'm saying? Because it's been an ongoing problem with you, with the homeless people for a very long time right? Even without the fence even when it was like, you know, high shrubs and everything like that ... I mean, with the trash and damage, I mean, it's really nothing that we can do, because it's just okay, **you know?** So I mean, this is something that you can probably take up with, like maybe the County itself, not officers, but the actual County, and see

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<sup>3</sup> On at least one occasion, police advised that the Condominium might want to post more No Trespassing signs around the Condominium Property, and to make sure the signs were clearly visible.

if they, if it's something they can do like see they came out and put up a fence, maybe.<sup>4</sup>

67. On June 23, 2025, a member of Quasar contacted the Office of Councilwoman Wanika Fisher to report, in detail, escalating crimes and life-safety threats originating from the County-sustained encampment.

68. Following the explicit report of criminal activity, the Office of the Councilwoman failed to respond, investigate, or provide any form of assistance to the Condominium for a period of approximately sixty (60) days. This protracted silence occurred while the County continued its affirmative policy of resourcing the very population causing the reported damage to the Condominium.

69. On or about August 6, 2025, the Condominium's property insurance carrier cancelled coverage citing the property's physical condition and the risks posed by the Mountains Encampment.

70. The Condominium—already damaged by years of encampment related crime and vandalism—was rendered effectively uninsurable as a direct consequence of the County's policy of sustaining the Mountain Encampment it had created on Private Parcels.

71. On August 20, 2025, the County finally initiated contact with the Condominium and Quasar, but it notably failed to address the criminal reports made in June. Instead, the County's communication was a demand for "Urgent Action" regarding property maintenance issues such as broken doors, which were the direct result of the encampment's predations.

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<sup>4</sup> <https://www.youtube.com/watch?v=X5nDBL2FR90> (last accessed February 4, 2026)

72. In that August 2025 correspondence, instead of offering assistance, County staff threatened the Condominium with “formal actions,” and referrals to DPIE and the County Office of Law.

73. Quasar informed the County that the Condominium’s doors were being rebroken by the homeless as fast as they could be repaired. Despite this notice of impossibility of maintenance without law enforcement intervention, the County maintained its threat of legal action against the Condominium.

74. Despite the County’s actual notice that the encampment served as a hub for criminal nuisance, high-powered weaponry, and systemic burglary, it continued its policy of affirmatively resourcing and sustaining the Mountains Encampment.

75. A police officer responding to a call on August 21, 2025, confirmed this lethal knowledge, telling a member of Quasar:

**Just keep calling us. No, this is one of the problems over here. We’ve gotten guns out of these woods, like AK-47s, brand new guns out of the woods. So, this is one of the main problems. Half of these people are the ones breaking into people’s cars. Half of them are the ones breaking into people’s sheds and houses and stuff like that. Checking your doors when you’re at the shopping center. That’s what they are doing.<sup>5</sup>**

76. On at least one occasion, a police officer advised Quasar that the Condominium should retain private security to patrol its buildings. The Condominium subsequently inquired whether off-duty officers might provide that service. It was told no: The Condominium was too dangerous.

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<sup>5</sup> [https://www.youtube.com/watch?v=yh0sI6\\_hOgM](https://www.youtube.com/watch?v=yh0sI6_hOgM) (last accessed February 4, 2026)

77. On September 12, 2025, DPIE issued a Notice of Violation (Case Number HOU-32089) for no less than eight (8) Housing Code violations for trash, broken windows, damaged fencing, cracked walls, entrance doors having broken/missing glass. The County cited the Condominium for the encampment's work.

78. Upon information and belief, on November 26, 2025, residents of the Mountains Encampment entered Condominium Property, cut a mechanical room lock, turned off water to the boiler, removed and stole a circulating pump, tampered with a high-pressure valve, and then turned the water back on. The manner in which the water was restored shocked the system, causing multiple breaks in the water supply and return pipes, both underground and within the walls of several Condominium buildings. Water was immediately shut off to the affected units. Heat and water were lost to approximately 108 units (just over half of all the units).

79. No quick or cost-effective repair to the water supply and return system is reasonably possible. Upon information and belief, only complete replacement of the pipes would resolve the problems caused by the break-in, the tampering with building systems, and the theft of Condominium fixtures.

80. On or about December 4, 2025, MainStreet Bank approved a \$2.5 million loan to the Condominium for capital improvements.

81. On December 10, 2025, DPIE posted "Unfit for Human Habitation" notices on nine (9) Condominium buildings (7969-7985 Riggs Road)—without prior to notice to unit owners or residents, or to Quasar or to the Council of Unit Owners.

82. By letter dated December 11, 2025, MainStreet Bank informed Quasar and the Condominium that MainStreet Bank was rescinding its approval of the \$2.5 million loan intended

to “meet the capital needs for proposed capital expenditure project to address deferred maintenance and other renovation projects to the common areas.” Ex. 8 (Rescission/Declination Letter).

83. The Rescission/Declination Letter importantly noted the following:

On December 10, 2025 MainStreet Bank became aware of an incident of unauthorized access to the Association’s boiler maintenance room whereby vandalism occurred and caused irreparable damage to the Associations [*sic*] boiler system. Further, we understand that this resulted in many residents losing heat to their homes and subsequently, an Unfit for Habitation citation issued by Prince George’s County impacting approximately 100 of the 200 residential condo units.

MainStreet Bank was initially willing to provide financing towards the Associations [*sic*] project based on our experience with Quasar Property Management and Real Estate LLC’s historical and successful track record of successfully turning distressed properties around through prudent project and asset management; the approved Associations [*sic*] budget increasing condo dues and special assessments and the historical collection of condo dues. The impact the irreparable damage to the boiler system and citation of Unfit for Habitation will negatively have on residents ability to live in their residential dwelling units jeopardizes the collection of condo dues and adversely impacts the Associations [*sic*] ability to repay.

*Id.*

84. MainStreet Bank was willing to invest in the Condominium’s future but withdrew because the County’s sustained encampment destroyed the Condominium, and the County’s own enforcement response destroyed the financing.

85. On December 11, 2025, DPIE issued a Notice of Violation (Case Number HOU-34776) citing, among other things, that a Condominium building’s boiler was in disrepair, and identified the Premises in Violation as 7975 Riggs Road.

86. On December 11, 2025, DPIE issued a Notice of Violation (Case Number HOU-34792) citing, among other things, “**structure(s) in violation is in disrepair,**” identifying the Premises in Violation of 7975 Riggs Road.

87. On December 23, 2025, DPIE issued a Notice of Violation (Case Number HOU-34923) citing, among other things, that the Condominium building's boiler was in disrepair, and identified the Premises in Violation of 7975 Riggs Road.

88. On January 7, 2026, DPIE issued another Notice of Violation (Case Number HOU-35150) citing accumulated rubbish and garbage, and, with no apparent sense of irony, missing 911 information placards in buildings the County's own officers had already declared too dangerous to police.

89. On January 14, 2026, the County filed in the District Court of Maryland for Prince George's County, Case No. D-05-CV-26-008780 (the "State Court Injunction Case"), a Complaint/Petition against Council of Unit Owners-Bedford Towne Condominium t/a The Marylander ("Council of Unit Owners"), as respondent, for Injunctive Relief to Enforce an Administration Order Directing Compliance with the Prince George's County Code (the "Original Petition"). Ex. 9 (Original Petition).

90. In an effort to comply with the Servicemembers Civil Relief Act, on the first page of the Original Petition (state court form DC-CV-001), the County, by counsel, declared and affirmed the following: "**No defendant is in the military service. The facts supporting this statement are: Defendant is an unincorporated association.**" *Id.* at pg. 1 (emphasis added).

91. The Original Petition alleged, among other things, that the Council of Unit Owners of the Condominium "own and/or occupy the real property at 7969-7985 Riggs Road, Hyattsville, Prince George's County, Maryland..." *Id.* at ¶ 4.

92. The Original Petition sought, among other things, a Court order ordering the respondent to take corrective actions ordered in the Notices of Violation and Cases Numbers HOU-

34792<sup>6</sup> and HOU 34923<sup>7</sup>, and that respondent pay fines and the costs of the action. *Id.* at pgs. 4-5.

93. The Original Petition did not specifically seek any relief by which the County could, directly or through third parties, forcibly remove individual Condominium unit owners or residents from their units or from any Condominium building.

94. On January 14, 2026, DPIE issued a Notice of Violation (Case Number CCC-00960) citing a violation for “[e]lectrical work performed without permit Work includes but not limit to: Installing an electrical system with high-voltage lines to the identified buildings without permit or inspection,” and identified the Location of the Violation as 7967 Riggs Road.

95. On January 14, 2026, DPIE issued a Notice of Violation (Case Number CCC-00961) citing a violation for “[e]lectrical work performed without permit Work includes but not limit to: Installing an electrical system with high-voltage lines to the identified buildings without permit or inspection,” and identified the Location of the Violation as 7973 Riggs Road.

96. On January 15, 2026, in a call between a member of Quasar and the Assistant Fire Chief of the Prince George’s County Fire Department concerning, among other things, what the Council of Unit Owners should do or must do for fire safety on the Condominium Property, the Assistant Fire Chief stated, among other things, the following:

You’re doing what you can. And again, I know that. You know, having someone patrol the premises, if you can’t do it, then paying, you know, becomes costly, and you’re already trying, you know, dealing with the financing issues to get all the other CIP projects completed on the property... But for us, Fire Department standpoint, that’s just one way that even, even for you, it ensures that if something’s going on, **especially with those people, man, in that encampment, I mean, they set the dumpster on fire while we were all there. That’s crazy. Anyway.**

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<sup>6</sup> Structures in disrepair. *See* ¶ 80 *supra*.

<sup>7</sup> Boiler in disrepair. *See* ¶ 81 *supra*.

97. On January 20, 2026, the Court in the State Court Injunction Case entered and issued an Order for the Council of Unit Owners to Show Cause “why the injunctive relief prayed for in the Petitioner’s [Original Petition] should not be ordered...”<sup>8</sup> Ex. 10 (Show Cause Order).

98. On January 22, 2026, the County filed in the State Court Injunction Case its Amended Petition for Injunctive Relief to Enforce an Administrative Order Directing Compliance with the Prince George’s County Code (the “Amended Petition”). Ex.11 (Amended Petition).

99. The Amended Petition sought, among other things, a Court Order ordering respondent to take corrective actions ordered in the Notices of Violation and Cases Numbers **HOU-34792**<sup>9</sup>, **HOU 34923**<sup>10</sup>, **CCC-00960**<sup>11</sup>, and **CCC-00961**<sup>12</sup>, and that respondent pay fines and the costs of the action. *Id.* at pg. 2.

100. On January 22, 2026, an Investigator with the Prince George’s County Office of Law personally served a copy of the Order to Show Cause, Summons, and the Amended Petition, on Lizza Barrons, Vice President of the Board of Directors of the Council of Unit Owners of the Condominium. Ex. 12 (Affidavit of Service).

101. On January 22, 2026, during a meeting at the edge of the encampment between a police officer and a member of Quasar, the police officer noted that Mr. John Harrison, a member of the County’s Street Outreach Program “**comes here all the time**” and added: “**the County’s different. You need somewhere to house these people. You know that? ... So, the County come in, they get food or whatever, but as far as housing ...**”<sup>13</sup>

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<sup>8</sup> Noteworthy, the most important parts of any Show Cause Order, notations as to the date on which to appear and the date by which the Order to Show Cause must be served, were blank.

<sup>9</sup> Structures in disrepair. *See* ¶ 80 *supra*.

<sup>10</sup> Boiler in disrepair. *See* ¶ 81 *supra*.

<sup>11</sup> Installation of electrical system to identified buildings. *See* ¶ 88 *supra*.

<sup>12</sup> Installation of electrical system to identified buildings. *See* ¶ 89 *supra*.

<sup>13</sup> [https://www.youtube.com/watch?v=nE\\_PsJU10CY](https://www.youtube.com/watch?v=nE_PsJU10CY) (last accessed February 4, 2026)

102. On January 22, 2026, County officials held a “listening session” with Condominium owners and residents. Melvin Powell, the County’s deputy chief administrative officer for public safety, said of the encampment that “[w]e have to be compassionate.” Police major Thomas Boone added that “[w]e’re not criminalizing the unhoused.”

103. On January 29, 2026, Dennis Whitley, III, Esquire (“Mr. Whitley”), entered his appearance in the State Court Injunction Case as counsel on behalf of the Council of Unit Owners (respondent therein). Upon information and belief, Mr. Whitley represented the Council of Unit Owners through hearings continued or held on February 2, 2026, and February 18, 2026.

104. On February 4, 2026, MainStreet Bank issued to the Condominium a term sheet for a loan of up to \$17 million for comprehensive capital improvements to the Condominium. The term sheet required the County’s guaranty as a condition of the loan. Ex. 13 (Term Sheet).

105. The County refused to provide a guaranty.

106. On February 19, 2026, the Court in the State Court Injunction Case entered its Order of Injunction to Enforce Code. Ex. 14 (State Court Injunction Order).

107. The scope of the State Injunction Order **affects one hundred eight (108) individual units, and their owners and occupants**, across nine (9) Condominium building addresses: 7969, 7971, 7973, 7975, 7977, 7979, 7981, 7983, and 7985 Riggs Road, Hyattsville, Maryland.

108. Upon information and belief, at or about the time of the entry of the State Court Injunction Order, the County expressed concern regarding its own administrative and financial burden, and that it should not be required to bear the cost of forcibly removing an unknown number of occupants from the 108 individual units within the Condominium.

109. The State Court Injunction Order directed the Council of Unit Owners to, among other things:

...ensure that all dwelling units within the subject properties are furnished with heat sufficient to maintain a temperature of not less than seventy (70) degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms or, if heat is not restored, **ensure that all dwelling units are vacated and that they remain unoccupied** until such time as the County grants approval for them to be reoccupied[.]

*Id.* at pg. 2, cl. 3 (emphasis added).

110. The State Court Injunction Order further authorized the County, including the Prince George's County Sheriff's Department, to enter Condominium Property and execute the Order by force if the Council of Unit Owners failed to comply with its mandates. *Id.*

111. The State Court Injunction Order was entered against the Council of Unit Owners as Respondent. The individual owners and residents of those one hundred eight (108) units, whose homes, property rights, and continued occupancy are directly and immediately affected by the Order, were neither named as parties, served with process, nor afforded any notice or opportunity to be heard in the State Court Injunction Case before the court in that case entered the State Court Injunction Order. The State Court Injunction Order further imposes duties upon the Council of Unit Owners that exceed the authority granted to the Council under both the Maryland Condominium Act and the Condominium's own recorded bylaws. Specifically, the Order directs the Council to ensure that the dwelling units are vacated and remain unoccupied, effectively commanding the Council to remove or exclude occupants from their homes.

112. The Maryland Condominium Act at § 11-125(e) grants the Council of Unit Owners only a limited right of entry, an irrevocable easement to enter units to investigate damage or make repairs or to prevent damage to other portions of the Condominium. The Act does not grant the

Council the authority to remove occupants, compel vacatur, or physically exclude owners or residents from their units. These are police powers, not powers vested in any private condominium association.

113. The State Court Injunction Order effectively deputizes the Council of Unit Owners and exposes the Council to liability for depriving occupants of their constitutional rights under color of law.

114. Upon information and belief, most recently, at a “Listening Session” on February 28, 2026, the County Executive stated, among other things, that (1) Condominium residents will be removed from their units on March 6, 2026; (2) the County has already spoken with property developers about the Condominium Property; and (3) receivership is coming.

115. Upon information and belief, some unit owners and occupants may have vacated their units voluntarily upon threat of eviction from the County.

116. Upon information and belief, a number of unit owners or occupants may have pending matters before the United States Citizenship and Immigration Services or other federal agencies for which their unit address is the address of record, and for whom the uninterrupted receipt of mail at that address is a legal necessity, the disruption of which may result in missed deadlines, lapsed status, or other consequences that cannot be remedied after the fact.

117. Upon information and belief, there may be unit owners and occupants among those subject to displacement/eviction who are serving in the United States Armed Forces and entitled to the protections of the Servicemembers Civil Relief Act; it does not appear that the County complied with the Act’s requirements in the State Court Injunction Case and in obtaining the State Court Injunction Order.

**COUNT I**

**42 U.S.C. § 1983--Procedural Due Process Violation (Fourteenth Amendment)**

118. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

119. Due process “generally requires that a deprivation of property ‘be preceded by notice and opportunity for hearing appropriate to the nature of the case.’” *Tri-Cnty. Paving, Inc. v. Ashe Cnty.*, 281 F.3d 430, 436 (4<sup>th</sup> Cir. 2002).

120. The Condominium Act permits suit against the Council of Unit Owners, or against the unit owners as a whole, by service on the Council of Unit Owners, but only “in any cause relating to the common elements.” Md. Code, Real Prop. §11-109(c). As the Maryland Supreme Court recognized in *Ridgely Condominium Ass’n, Inc. v. Smyrnioudis*, 343 Md. 357, 359 (1996), “[a] condominium owner [...] holds a hybrid property interest consisting of an exclusive ownership of a particular unit or apartment and a tenancy in common with the other co-owners in the common elements.” These are distinct interests, and they are not co-extensive.

121. While the County’s petitions filed in the State Court Injunction Case refer to conditions that touch upon common elements, including the boiler and temporary electrical feeders, the most consequential relief sought by the County, and ultimately ordered by the Court, ran not against the common elements but directly against at least **108 individual dwelling units and the natural persons residing within them.**

122. Specifically, the State Court Injunction Order commands that all dwelling units within the subject properties be vacated and remain unoccupied until the County grants approval for re-occupancy—relief that operates unit by unit, and person by person.

123. To the extent the County’s action sought relief relating to the common elements—such as the boiler repair, the fire watch, and the electrical feeder permitting—service on the Council of Unit Owners may have been proper as to those aspects under Section 11-109(c) of the

Condominium Act. However, service on the Council of Unit Owners could not, consistent with due process or the plain terms of the Act, bind or provide constitutionally adequate notice to individual unit owners and occupants with respect to the compelled vacation of their individual dwelling units. Each owner or occupant holds a distinct property interest in their unit—an interest not subsumed within the common elements—and each was entitled to individual notice and an opportunity to be heard before being ordered from their home.

124. Moreover, the Military Service Affidavit on the face of the County's Original Petition is legally insufficient. The County cannot seek relief that falls upon natural persons while simultaneously disclaiming any obligation to inquire whether those persons are in the military service. When the relief sought by the County will touch and affect natural persons, the County must follow the laws that protect them. The County did not.

125. The County's securing, effectively by default, an Order compelling the vacation of at least 108 individual dwelling units, without individualized notice to, or an opportunity to be heard by, the unit owners and occupants whose property rights were at stake, constitutes a deprivation of property without due process of law in violation of the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. DECLARE that the Court's procurement and enforcement of the State Court Injunction Order, without providing individual notice to, or opportunity to be heard by, the unit owners and occupants of the subject properties, violated the procedural due process guarantees of the Fourteenth Amendment to the United States Constitution;

B. DECLARE that the State Court Injunction Order is void or voidable as to each unit owner and occupant who was not individually served and afforded a meaningful opportunity to be heard prior to its entry;

C. ISSUE a Temporary Restraining Order enjoining the County, its agents, employees, and the Prince George's County Sheriff's Department from enforcing, executing, or taking any action pursuant to the State Court Injunction Order to compel the vacation of any dwelling unit pending constitutionally adequate notice and an opportunity to be heard as to each affected owner and occupant;

D. PRELIMINARILY AND PERMANENTLY ENJOIN the County, its agents, employees, and the Prince George's County Sheriff's Department from enforcing, executing, or taking any action pursuant to the State Court Injunction Order to compel the vacation of any dwelling unit pending constitutionally adequate notice and an opportunity to be heard as to each affected owner and occupant;

E. ENJOIN the County from taking any further action to displace unit owners or occupants without first providing individualized notice and a meaningful pre-deprivation hearing;

F. AWARD compensatory damages to the Plaintiff and each unit owner and occupant who has suffered loss as a result of the County's unconstitutional conduct, including, but not limited to, loss of use and enjoyment of their property, relocation costs, property damage, and other consequential losses;

G. AWARD nominal damages to any Plaintiff for whom the constitutional violation is established but specific compensatory loss cannot be quantified;

H. AWARD Plaintiff its reasonable attorney's fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988;

I. GRANT such other and further relief as the nature of this cause may require or as this Court deems just and proper.

**COUNT II**  
**42 U.S.C. § 1983—Substantive Due Process Violation**  
**(State-Created Danger) (Fourteenth Amendment)**

126. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

127. The County affirmatively created or increased the risk of private danger and harm, and it did so directly through affirmative acts, including, but not limited to, carrying out its policy and established practice of delivering food and resources to the Mountains Encampment on the Private Parcels.

128. The County's deliveries sustained the encampment on Private Parcels adjacent to the Condominium Property, and the County was the moving force behind all the risks and harms suffered by the Condominium, the Condominium Property, and the Condominium unit owners and occupants.

129. The County was aware of the dangers and harms faced by the Condominium, Condominium Property, and the Condominium unit owners and occupants, and it played a central role in creating them, and it further acted in ways to render them more vulnerable to them.

130. The encampment sustained by the County caused foreseeable vandalism, crime, and damage to Condominium Property, including, but not limited to, common elements.

131. The risk was particularized to the Plaintiff, and the County should have known that their practice of delivering food and resources to the Mountains Encampment made the Condominium, Condominium Property, and the Condominium unit owners and occupants particularly vulnerable to potentially dangerous situations. The radius of harm and potential of

harm was distinct, persons and property in the vicinity of the Mountains Encampment were more at risk, and it was, therefore, easy for the County to have identified potential victims.

132. “‘Arbitrary action’ ... in a constitutional sense ... encompasses ‘only the most egregious official conduct,’ namely that which ‘shocks the conscience.’” *Slaughter v. Mayor & City Council of Balt.*, 682 F.3d 317, 321 (4<sup>th</sup> Cir. 2012).

133. “Liability for deliberate indifference ... rests upon the luxury ... of having time to make unhurried judgments, upon the chance for repeated reflection, largely uncomplicated by the pulls and competing obligations. **When such extended opportunities to do better are teamed with a protracted failure to even care, indifference is truly shocking.**” *Dean v. McKinney*, 876 F.3d 407, 415 (4<sup>th</sup> Cir. 2020) (quoting *Cnty. of Sacramento v Lewis*, 523 U.S. 833, 853, 118 S. Ct. 1708 (1998)).

134. The County, County Executive, DPIE, DHCD, and DSS, all had the luxury of time—drafting and implementing Consolidated Plan(s)—never had to make hurried judgments, and had years of chances for repeated reflection on the foreseeable and known risks, and the foreseeable and known harms, that sustaining the Mountains Encampment with food and resource deliveries on Private Parcels could cause and did cause the Condominium, the Condominium Property, and the Condominium unit owners and occupants.

135. “Under the narrow limits set by *DeShaney* and *Pinder*, to establish § 1983 liability based on a state-created danger theory, a plaintiff must show that the state actor created or increased the risk of private danger, and did so directly through affirmative acts, not merely through inaction or omission. Put another way, **‘state actors may not disclaim liability when they themselves throw others to the lions,’ ...**” *Doe v. Rosa*, 795 F.3d 429, 439 (4<sup>th</sup> Cir. 2015) (citing *Pinder*, 54 F.3d at 1177) (emphasis added).

136. The County first fed the owners and residents of the Condominium to lions it had spent years sustaining under deliberate County policy. And now, whatever remains—the Condominium itself, its owners, its residents, their children, and every dream they carried through its doors—will be fed to developers, who will grind what survives down to the pittance they might be paid to leave.

137. The County’s affirmative acts in creating, sustaining, and perpetuating the conditions that foreseeably damaged the Condominium Property and displaced its unit owners and occupants, carried out over years, with full awareness of the risks, and with deliberate indifference to the harm those acts would visit upon identifiable victims in the immediate vicinity, constitute a deprivation of property and liberty without due process of law under the Fourteenth Amendment to the United States Constitution, actionable under 42 U.S.C. § 1983.

138. The County’s conduct—years of affirmatively, deliberately choosing whose welfare to protect and whose to sacrifice—was not merely negligent or mistaken, but recklessly and callously indifferent to federally protected rights of the unit owners and occupants of the Condominium, and warrants the imposition of punitive damages.

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. ENTER Judgment in favor of the Plaintiff as to Count II;
- B. AWARD compensatory damages in the amount of Twenty-Five Million Dollars (\$25,000,000.00), representing property damage, lost opportunity, displacement, loss of use and

enjoyment, and other consequential losses suffered by the Condominium, its unit owners, and its occupants as a result of the County's unconstitutional conduct;

C. AWARD Plaintiff its reasonable attorney's fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988;

D. GRANT such other and further relief as the nature of this cause may require or as this Court deems just and proper.

### **Count III—Municipal Liability (Monell)**

139. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

140. The County, acting through its Consolidated Plan(s), DHCD, and DSS, adopted and implemented an official policy of funding, operating, and sustaining the Street Outreach Program, through which County agents and employees delivered food, resources, and services to the Mountains Encampment located in the Private Parcels adjacent to the Condominium Property.

141. This policy was not informal or unauthorized. It was deliberately adopted, funded through federal Emergency Solutions Grant ("ESG") dollars administered by DHCD, and carried out pursuant to written plans and program guidelines approved at the highest level of County government.

142. Defendant Aisha N. Braveboy, as County Executive, is the final policymaking authority for the County with respect to the administration and implementation of County programs, including the Street Outreach Program. Her approval, authorization, and continuation of the Street Outreach Program in the face of known and foreseeable harm to the Condominium and its residents constitutes official County Policy for purposes of liability under *Monell v. Department of Social Services*, 436 U.S. 658, 98 S. Ct. 2018, 56 L. Ed. 2d 611 (1978).

143. Defendant Jonathan R. Butler, as Director of DHCD, is the final policymaking authority with respect to the administration of federal ESG funds and the County's housing and community development programs, including the Street Outreach Program. His decisions regarding the deployment of those funds to sustain the Mountains Encampment constitute official policy for purposes of *Monell* liability.

144. Defendant Dawit Abraham, P.E., as Director of DPIE, is the final policymaking authority with respect to code enforcement, inspection, and issuance and prosecution of Notices of Violation. His decisions regarding the enforcement posture taken against the Condominium—including the decision to pursue mass vacation orders without due process—constitute official County policy for purposes of *Monell* liability.

145. The County failed to adequately train or supervise its agents, employees, and program staff with respect to the foreseeable consequences of sustaining encampments on private property, and of sustaining encampments in close proximity to residential communities, and with respect to the constitutional rights of unit owners and occupants facing mass eviction/displacement. This failure was not inadvertent: it was deliberate indifference to rights the County was obligated to protect.

146. The policies, customs, practices, decisions, and failures described herein were the moving force behind the constitutional violations suffered by Plaintiffs, and directly and proximately caused the property damage, displacement, and deprivation of federally protected rights for which relief is sought herein.

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. ENTER Judgment in favor of the Plaintiff as to this Court;
- B. AWARD compensatory damages in the amount of Twenty-Five Million Dollars (\$25,000,000.00), representing property damage, lost opportunity, displacement, loss of use and enjoyment, and other consequential losses suffered by the Condominium, its unit owners, and its occupants, jointly and severally, against the County and Defendants Braveboy, Butler, and Abraham in their official capacities;
- C. AWARD punitive damages in the amount of Seventy-Five Million Dollars (\$75,000,000.00), reflecting the years of conduct that was recklessly and callously indifferent to federally protected rights of the unit owners and occupants of the Condominium, against Defendants Braveboy, Butler and Abraham in their individual capacities, jointly and severally;
- D. AWARD Plaintiff its reasonable attorney's fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988;
- E. GRANT such other and further relief as the nature of this cause may require or as this Court deems just and proper.

### **JURY DEMAND**

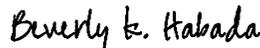
Per Fed. R. Civ. P. 38, Plaintiff demands a jury for all issues able to be tried by jury.

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I, Beverly K. Habada, President of the Board of Directors of the Council of Unit Owners-Bedford Towne Condominium, trading as The Marylander, declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

3/4/2026

\_\_\_\_\_  
Date Executed

Signed by:  
  
\_\_\_\_\_  
6F782BAFA40F489...  
Beverly K. Habada, as  
President, Board of Directors  
Council of Unit Owners-Bedford Towne  
Condominium

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'D. Demers', followed by the date '3/4/2026' written in a similar style.

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Duane R. Demers (28543)  
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