

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

BRITTANY WILLIAMS

*

[REDACTED]
Owings Mills, MD 21117,
(Baltimore County),

*

*

WHITNEY GREENWOOD

*

[REDACTED]
Owings Mills, MD 21117,
(Baltimore County),

*

JANICE BRINKLEY

*

[REDACTED]
Baltimore, MD 21229
(Baltimore City),

*

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and

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ZICO REALTY, LLC

2833 Smith Ave Suite 315
Baltimore, MD 21209,
(Baltimore County),

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Plaintiffs,

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v.

*

Civil Action No. 1:26-cv-4191

**QUEEN ANNE VILLAGE
ASSOCIATION, INC.**

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8725 Loch Raven Blvd., Suite 201
Towson, MD 21286
(Baltimore County)

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Serve on:

Pelican Property Management Co.
8725 Loch Raven Blvd., Suite 201
Towson, MD 21286,

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**PELICAN PROPERTY MANAGEMENT
COMPANY, LLC**

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8725 Loch Raven Blvd., Suite 201
Towson, MD 21286
(Baltimore County)

*

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Serve on:

John W. Beckley *
11350 McCormick Road *
Executive Plaza I, Ste 502 *
Hunt Valley, MD 21031, *

BRODIE MANAGEMENT, INC.

110 Old Padonia Road, Suite 202 *
Cockeysville, MD 21030 *
(Baltimore County) *

Serve on:

Jonas Brodie *
110 Old Padonia Road, Suite 202 *
Cockeysville, MD 21030, *

MAX WOLFTHAL

[REDACTED] *
Owings Mills, Baltimore County, MD 21117, *
(Baltimore County), *

and

ELIZABETH PERRY

[REDACTED] *
Owings Mills, Baltimore County, MD 21117, *
(Baltimore County), *

Defendants. *

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COMPLAINT

1. Plaintiffs Brittany Williams, Whitney Greenwood, and Janice Brinkley (collectively “Tenant Plaintiffs”) and Plaintiff Zico Realty, LLC (“Zico Realty”) , by and through their undersigned attorneys, bring this complaint against Defendants Queen Anne Village Association, Inc. (“the Association”); Max Wolfthal and Elizabeth Perry as individuals and in their official capacities as the President and a committee member of the Association, respectively; and Pelican Property Management Company, Inc. and Brodie Management, Inc. as the property

managers of Queen Anne Village Association, Inc. (collectively “Property Managers”), and state the following:

INTRODUCTION

2. Brittany Williams, Whitney Greenwood, and Janice Brinkley are Black women and heads of households who were among the Baltimore City families whose names were drawn in the housing-voucher lottery, which provides rental support, opening a path to safer streets, healthier homes, and communities where their children could thrive.

3. In their searches for new homes, they were drawn to the townhomes in Queen Anne Village because of the spacious rooms, fenced-in yards, tree-lined streets, and community amenities like a pool and a playground where their kids could play. Zico Realty owns several properties in Queen Anne Village that it leases to families at reasonable rents.

4. At various times between 2017 and the present, Ms. Williams, Ms. Greenwood, and Ms. Brinkley live or lived in Queen Anne Village homes that are owned by Zico Realty, and they enrolled their children in the local schools.

5. The Queen Anne Village homeowner’s association took issue with the Tenant Plaintiffs and their children living in their community. Association meetings devolved into complaints about “Section 8 renters,” and Board members directed Property Managers to “seek out possible solutions” “to get control over these *elements*.”

6. Simultaneously, Defendants Max Wolfthal and Elizabeth Perry, the Association’s president and a committee member of the Association, respectively, along with other neighbors, launched a campaign to ensure that Tenant Plaintiffs felt watched at every turn and unwelcome in their own homes. Their frequent and persistent harassment, surveillance, and disproportionate issuance of fines to Tenant Plaintiffs and other Zico Realty tenants, resulted in the tenants being

unable to live in peace, use community amenities like the pool and tennis courts, and enjoy their homes like others in the community.

7. Zico Realty's complaints to the Association and the Property Managers about the harassment of its tenants went unanswered.

8. This action stems from the Defendants' years-long intentional and hostile discrimination against Black families and their children who, with the assistance of housing vouchers, rent homes in Queen Anne Village. The Association, the Board, and the Property Managers engaged in a concerted effort to harass and disproportionately fine Zico Realty and its voucher-holding tenants, including Ms. Williams, Ms. Greenwood, and Ms. Brinkley, because of their race, familial status, and source of income, in violation of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C. §§ 3604, 3617) and Maryland fair housing law (Md. Code, State Gov't § 20-705). The Association's conduct also violated the Maryland Homeowners Association Act (the "HOA Act"), Title 11B of the Real Property Article of the Maryland Code.

JURISDICTION AND VENUE

9. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 3613(a). This is an action asserting violations of federal law with supplemental claims under Maryland state law. This Court has supplemental jurisdiction over the related Maryland state law claims under 28 U.S.C. § 1367(a) because those claims arise out of the same controversy.

10. Venue is proper in the District of Maryland pursuant to 28 U.S.C. § 1391(b)(2) because the events giving rise to this Complaint occurred in this judicial district.

11. This Court has personal jurisdiction over the parties. The Plaintiffs reside or engage in business in Maryland, and Defendants engage in business and/or reside within Maryland.

PARTIES

12. Brittany Williams is a Black woman who, at all relevant times, resided at [REDACTED] Owings Mills, Maryland, a home owned by Zico Realty in the Queen Anne Village community, with her three children. For the duration of her time renting from Zico Realty, Ms. Williams used a housing voucher through the Housing Choice Voucher Program, 42 U.S.C. § 1437f(o), to pay for part of her rent.

13. Whitney Greenwood is a 39-year-old Black woman who, with her three children, resides at [REDACTED] Owings Mills, Maryland, a home in the Queen Anne Village community owned by Zico Realty. At all relevant times, Ms. Greenwood participated in the Housing Choice Voucher Program, which issued her a voucher to pay part of her rent.

14. Janice Brinkley is a Black woman who currently resides at [REDACTED] Baltimore, Maryland. From 2017 to 2025, she resided at [REDACTED] Owings Mills, Maryland, a home owned by Zico Realty in the Queen Anne Village community, with her five children. For the duration of her time renting from Zico Realty, Ms. Brinkley used a housing voucher through the Housing Choice Voucher Program to pay for all or part of her rent.

15. Zico Realty, LLC, through various subsidiaries,¹ owns several residential properties within the Queen Anne Village community and leases those properties to tenants, including Tenant Plaintiffs. Zico Realty does business in the State of Maryland at 2833 Smith Avenue, Suite 315, Baltimore, Maryland. Zico Realty is owned and managed by Zvi and Sarelle Calko, residents of Maryland.

¹ The subsidiaries include Belz Homes LLC, Malka Rentals LLC, Mym Properties LLC, Rimom Properties LLC, Zico Investments LLC, Zico Norwood LLC, and Zico Properties LLC.

16. Defendant Queen Anne Village Association, Inc., is the governing body of Queen Anne Village, a community of townhomes located in Owings Mills, Maryland. Queen Anne Village Association is a corporation registered in Maryland with its principal office at 8725 Loch Raven Blvd., Suite 201, Towson, Maryland 21286.

17. Defendant Pelican Property Management Company, Inc., manages the Queen Anne Village property and common areas, including issuing citations and collecting fines, on behalf of the Queen Anne Village Association. It began serving as property manager in June 2024. It does business in Maryland from its office located at 8725 Loch Raven Blvd., Towson, Maryland 21286.

18. Defendant Brodie Management, Inc., managed the Queen Anne Village property and common areas, including issuing citations and collecting fines assessed by the HOA, on behalf of the Queen Anne Village Association until June 2024. It does business in Maryland from its office located at 110 Old Padonia Road, Ste. 202, Cockeysville, Maryland 21030.

19. Defendant Max Wolfthal is the president of the Queen Anne Village Homeowners' Association. He lives with his significant other, Elizabeth Perry, at [REDACTED] Owings Mills, Maryland. He is sued both individually and in his capacity as president of the Association.

20. Defendant Elizabeth Perry is a committee member of the Queen Anne Village Homeowners' Association. She lives with her significant other, Max Wolfthal, at [REDACTED] [REDACTED] Owings Mills, Maryland. She is sued both individually and in her capacity as a committee member of the Association.

FACTUAL ALLEGATIONS

I. Background

21. Plaintiff Zico Realty has owned residential properties in the Queen Anne Village community since 2016.

22. In accordance with Maryland law, Zico Realty accepts housing vouchers as rental payments for its properties. Some of the properties it owns are leased to tenants who use housing vouchers through the Housing Choice Voucher Program, 42 U.S.C. § 1437f(o), commonly known as “Section 8,” to pay their rent in whole or in part.

23. All Tenant Plaintiffs—Brittany Williams, Whitney Greenwood, and Janice Brinkley—participate or participated in the Housing Choice Voucher Program. Their vouchers are or were managed through Baltimore Regional Housing Partnership (“BRHP”), a non-profit organization that expands housing choices for families who have historically been excluded from housing in well-resourced neighborhoods by helping them transition to those better-resourced neighborhoods. BRHP has helped over 5,000 Baltimore families, including Tenant Plaintiffs, improve their quality of life and access areas of opportunity.

24. Tenant Plaintiffs chose to leave Baltimore City and move to Queen Anne Village because they sought what all mothers want for their families: a stable, safe, and affordable home in a community where their children could flourish.

25. Brittany Williams has lived at [REDACTED] since 2024. Ms. Williams is a nursing student with three children: her daughters, P.L. (12 years old) and A.B. (21 months old), and her son, N.L. (13 years old).

26. Ms. Williams has participated in the Housing Choice Voucher Program since 2019, when she moved from West Pratt Street in South Baltimore to Baltimore County with the assistance of BRHP. She left South Baltimore determined to break generational cycles of hardship and to give her children the stability, safety, and opportunity they deserved.

27. After five years in a home in Pikesville, Maryland, Ms. Williams sought a bigger home to accommodate her growing family. In her search for a new home, Ms. Williams

encountered many landlords who illegally refused to accept her voucher as payment for rent. Ms. Williams eventually found her home in Queen Anne Village, which she leased from Zico Realty. She was relieved to find a reasonable landlord that took good care of its properties and cared about its tenants.

28. Whitney Greenwood is 39 years old and has lived at [REDACTED] since 2019 with her three children: her son, M.W., who is 13 years old; her 19-year-old daughter, B.C.; and her son, M.C., who is 17 years old. She works at Johns Hopkins Hospital.

29. She moved to Baltimore County from the Brooklyn neighborhood of Baltimore City as a result of working with BRHP to secure a Housing Choice Voucher and to find a better neighborhood for her and her children.

30. Ms. Greenwood likes the home she currently lives in and would like to continue living there if the Association's harassment of her family would stop. She was drawn to the home because it is well-cared-for and spacious, the neighborhood is quiet, it is near family, and there is a pool for the kids to play in.

31. Janice Brinkley moved to [REDACTED] in 2017, when she was pregnant with her third child. She also had a four-year-old and a seven-year-old and had recently gained custody of her two nieces, who were 12 and 10.

32. After her acceptance into the Housing Choice Voucher program, Ms. Brinkley left Baltimore City in search of a larger house for her family, which was continuing to grow. She later chose to move to Queen Anne Village because of the amenities it offered for her children, including the pool and playground, as well as neighborhood safety and high-quality local schools.

33. At the time Ms. Brinkley moved to Queen Anne Village, she was participating in the Housing Choice Voucher program through BRHP.

34. While living in Queen Anne Village, Ms. Brinkley pursued and successfully obtained her degree in criminal justice from Coppin State University.

II. The Harassment

35. Defendants began harassing Ms. Williams, Ms. Brinkley, Ms. Greenwood, and their children shortly after each of them moved to Queen Anne Village. Defendants harassed them because of their race, familial status (as single mothers with Black children), and status as housing voucher holders.

36. Neighbors, including Mr. Wolfthal and Ms. Perry, publicly addressed Tenant Plaintiffs as “Section 8” holders and repeatedly brought up the fact that they used housing vouchers when encountering them in the community.

37. On information and belief, neighbors, including the Defendants, use “Section 8” as a proxy for race. This belief is supported by meeting minutes from an Association meeting in August 2018. In that meeting, the directors discussed the “dramatic increase in Section 8” and the alleged problems caused by renters “mainly from the City of Baltimore” and ordered the property manager, Brodie Management, to seek out legally viable ways to “get control over *these elements*.”

38. The animus against Black voucher-holding tenants also extended to Zvi Calko, the owner of Zico Realty, because of his decision to rent to voucher holders. On May 15, 2025, a member of the Association board asked Mr. Calko whether he would want “these types of people” in his neighborhood when discussing Zico Realty’s housing-voucher-holding tenants. In that meeting, Mr. Wolfthal also called Mr. Calko a “Jewish slumlord,” comparing him to a Baltimore landlord who notoriously rented lead-filled homes to tenants.

39. Zico Realty and its owner, Mr. Calko, filed complaints with the Association and the Property Managers about the way they and their tenants were being treated, but those complaints went unanswered.

A. Issuance of Fines Preventing Tenants from Using Amenities

40. Starting in 2017, the Association and Property Managers selectively enforced Association bylaws against Zico Realty and Tenant Plaintiffs that had not been enforced in years and that were not enforced against other properties in Queen Anne Village. The timing and specificity of the citations suggested that certain tenants were being followed and watched closely enough for ordinary moments of daily life to become fodder for fines.

41. The Association and Property Managers fined Zico Realty properties that are rented to Black, voucher-holding families exponentially more than other properties in Queen Anne Village despite those other residents engaging in the same behaviors for which Zico and Tenant Plaintiffs were fined.

42. For example, the Association and Property Managers regularly issue citations to Zico Realty properties rented by Black, voucher-holding families for not having a tree in front of the properties.

43. Properties owned or rented by white residents or residents that do not use housing vouchers, on the other hand, did not incur the same fines despite not having a tree in front.



owned by Defendant Max Wolfthal, never fined for lack of a tree



owned by Zico Realty, fined for lack of a tree

44. A common fine issued to Zico Realty's tenants, including Tenant Plaintiffs, is for taking trash out too early, leaving the trash bins on the street too late, or not using trash bags even when that is not the case.

45. In March 2025, the Association fined Ms. Greenwood's property \$100 because her son put the trash bins on the curb before 6 pm, after the neighbors across the street filmed her son taking out the trash. Ms. Greenwood regularly observes Ms. Perry walking down to Ms. Greenwood's house to check when her trash can is put out or taken in. Other residents, however, frequently put their trash out prior to 6 pm and are not fined.

46. Other tenants of Zico Realty have reported similar issues. One tenant complained to Zico Realty that neighbors have left bags of trash that do not belong to her on her front step despite her following all the rules about putting trash out.

47. Meanwhile, residents who regularly leave their trash bins out for days at a time have not been fined.

48. The Association's bylaws require that notice and an opportunity to be heard be given to residents before it may levy fines for violations of rules and regulations. In most cases, no notice was given to Zico Realty or its tenants.

49. As a result of accumulated fines, many of Zico Realty's tenants, including Tenant Plaintiffs and their children, have been banned from the community pool, a ban that has been enforced by the Property Managers and their employees, including the lifeguards at the pool.

50. On more than one occasion, Mr. Wolfthal and Ms. Perry ran to the pool when they saw Tenant Plaintiffs approaching it and called the lifeguards over to instruct them to remove Zico Realty tenants, including Ms. Williams and Ms. Greenwood and their children, because of Zico Realty's fines. On information and belief, the lifeguards do not maintain a list of the residents who

may not access the pool. Every time Tenant Plaintiffs have been kicked out of the pool, it has been because Mr. Wolfthal and/or Ms. Perry saw them going to the pool and followed them.

51. One time, Zico Realty's tenants were prevented from using the pool because of an outstanding balance of \$100 from a fine that was under dispute. Another time, tenants were excluded from the pool because of a balance on Zico Realty's account that was an accounting error. In both of these instances, the Association and Property Managers ignored all calls and emails from Zico Realty attempting to remedy the error.

52. At the same time, on at least one occasion, Mr. Wolfthal accrued a significant balance on his account but was not banned from the pool.

53. During the summer of 2025, Ms. Williams and her children, despite possessing pool passes, were removed from the pool two or three separate times. She was not aware of any outstanding fines for her property. On one occasion, while she and her children were enjoying the pool, Mr. Wolfthal stormed across the street to the pool and demanded that the lifeguards remove Ms. Williams and her family. When the lifeguards indicated that the Williams family had proper, active pool passes and there was nothing to indicate that they could not use the pool, Mr. Wolfthal told the lifeguards he would have them fired if they did not call the police to make the Williams family leave.

54. Ms. Greenwood and her children have been prohibited from using the pool for years at a time. On July 12, 2025, her son, M.W., was going to the pool as the guest of another resident. Mr. Wolfthal followed him to the pool and told him he could not use it. When Ms. Greenwood approached and inquired as to why, Mr. Wolfthal told her that everyone from her address was on a no-entry list and that she could not do anything about it because she was a "renter." The lifeguard later told Ms. Greenwood that he did not have any information to that effect. Mr. Wolfthal

physically and aggressively shut the gate on Ms. Greenwood while she was talking to the lifeguard; he said the pool was “his,” which gave him the right to do that.

55. One time, when Ms. Brinkley went to use the pool, Mr. Wolfthal came to the gate and told her she could not enter because of Zico Realty’s outstanding fines.

56. While living in Queen Anne Village, Ms. Brinkley owned two cars—a smaller car that she used to commute to work or run errands, and a minivan that she used when she was traveling with her kids. Despite every townhome having two parking spots and nothing in the bylaws prohibiting residents from having two cars, the Association left notes on the minivan’s windshield stating that if the van was not moved, it would be towed. The notices implied that the van was broken down or abandoned, but it was completely operational and used on a regular basis.

57. On one occasion, Ms. Williams’ father helped her change a flat tire on her car in front of her house, and the Association issued her a warning.

58. In contrast, on information and belief, Mr. Wolfthal owns at least six cars, many of which are never used, but he never received a citation. Other neighbors work on their cars on a regular basis without issue.

59. Even when there are no outstanding fines, the Association has erected other hurdles for Zico Realty’s tenants to use the amenities. This year, the Association and Property Manager is requiring Zico Realty’s tenants to provide updated copies of their leases and utility bills despite the fact that all leases are already on record with the property management company.

60. In 2026, the Board made it nearly impossible for Ms. Williams’ family to get pool passes, imposing illogical requirements to prevent the pass from being processed, including refusing to let her get a pass because her lease did not include her baby’s name.w

61. On one occasion, despite Ms. Brinkley possessing pool passes and not having outstanding fines, Mr. Wolfthal, as the Association's president, prohibited Ms. Brinkley and her children from using the pool for an entire summer for an alleged rule infraction. The rule infraction, he explained, was that one of Ms. Brinkley's daughters—who was only 6 years old—had been playing with other children who entered the tennis courts without permission and were playing with tennis balls. Queen Anne Village bylaws do not ban children from entering the tennis courts, the bylaws specify only that the tennis courts be used for playing tennis and no other sports. The tennis court was unlocked at the time, and Ms. Brinkley's daughter never entered the area. No notice was given to Ms. Brinkley, and she was not provided an opportunity for a hearing to challenge the suspension of her pool privileges as is required by the Association bylaws.

62. Despite the bylaws indicating that tennis courts are open to residents for playing tennis, when Ms. Brinkley purchased tennis rackets for her children and brought them to the Queen Anne Village tennis courts to teach them how to play, Mr. Wolfthal ran over from his house and told her she was not allowed to use the courts because they were “privately owned.”

63. Zico Realty receives frequent complaints from its tenants in Queen Anne Village because they are being prevented from using the amenities and because of the harassment and mistreatment. Its tenants are being made to feel like outsiders in the community they call home. Defendants' denial of access to the community pool conjures painful images of the Jim Crow era.

64. At one point, Zico Realty passed fines along to tenants. Zico Realty quickly realized, though, that the Association was using fines as a form of harassment. Because it does not want its tenants to feel harassed—particularly on the basis of protected characteristics—it has been paying the fines if they appear to be for a harassing purpose.

65. Zico Realty has requested the opportunity to inspect the books and records of the Association because of the fines being issued—a right given by the Association’s bylaws and the Maryland Homeowners Association Act, MD Code, Real Property, § 11B-112(a)(1)(iii)—but the Association does not respond to its requests.

B. Harassment of Tenant Plaintiffs and Their Children by HOA Members

66. Shortly after the Tenant Plaintiffs moved in, neighbors affiliated with the Association’s Board, including Mr. Wolfthal and Ms. Perry, began to harass, follow, record videos of and call the police on the Tenant Plaintiffs’ children—as well as other Black, voucher-holding tenants of Zico Realty—when they played outside their homes or on the playground.

67. On one occasion, Ms. Williams’ 12-year-old daughter, P.L., was playing in her front yard when Ms. Perry yelled at her, telling her she could not play in the grass outside because her mother did not own the house. Ms. Perry then called the police.

68. Another time, P.L. was running up and down the sidewalk on her block with her friend and doing cartwheels. Ms. Perry came outside and started recording them, so P.L.’s friend started recording her back. Ms. Perry yelled at them because she did not want them in front of her house. When the kids did not stop playing on the sidewalk, she called the police. The police did not take action because it was, indeed, a public sidewalk.

69. Ms. Perry and Mr. Wolfthal have also called the police on Ms. Williams’ kids when they were outside playing in the snow and having a playful snowball fight. After Ms. Perry stopped them and started interrogating them, the kids went inside and were afraid to go back outside to play in the snow.

70. In a separate incident, P.L. lost her keys and looked for them for hours while Ms. Perry watched her from the window. It turned out that Ms. Perry had the keys all along. Ms. Perry eventually called Ms. Williams’ daughter over to her house, returned the keys, and told her she

should get to know her neighbors—implying that she would have found her keys faster—and said, without provocation, that she was “not a racist.”

71. One time, when Ms. Williams and her kids were at the pool, a group of white neighbors approached her and loudly attempted to turn her against Mr. Calko. They told her, falsely, that Mr. Calko had thousands of dollars in unpaid fines that resulted in his tenants not being able to use the pool, yet he lived in a big house with a pool in his backyard—and gave her his address. They also told Ms. Williams that they knew her address, even though Ms. Williams had not interacted with these neighbors before.

72. Ms. Perry and Mr. Wolfthal harass and record the children playing outside so frequently that Ms. Williams’ children feel like they are always being watched. Often, they will have to stop playing whatever game they are playing to move to a location where they won’t be recorded. They feel as though Ms. Perry and Mr. Wolfthal record them in hopes they will catch the kids doing something wrong so that they can file a complaint.

73. The frequent calls to the police are placing the children in danger. Once, the children playing with Ms. Williams’ kids—elementary-school-aged children—were playing with a neon green and orange water gun that looked like a Nerf gun. Ms. Perry called the police to report that the kids had a gun. The police arrived postured to approach an armed person.

74. Ms. Greenwood has experienced similar harassment.

75. When Ms. Greenwood and her children moved into the neighborhood, Ms. Perry told Ms. Greenwood’s children they could not walk through the public right-of-way adjacent to her house because it was “her property.”

76. The neighbors associated with the Board frequently accuse Ms. Greenwood and her children of conduct that has not occurred. For example, Ms. Greenwood’s neighbors called the

police alleging her son had kicked holes in a gate on three separate occasions. In all of those instances, Ms. Greenwood's son was not in the neighborhood at the time.

77. The second time the police were called, the police officers advised Ms. Greenwood to seek a peace order because the use of the police against her was harassment. On another occasion, an officer also told her that because her neighbors call the police so often, they no longer prioritize calls to Queen Anne Village. Ms. Greenwood grew more concerned about her family's safety as a result.

78. On May 7, 2026, Ms. Greenwood saw Ms. Perry yelling at the children sitting on Ms. Greenwood's front stoop. When Ms. Perry realized Ms. Greenwood was home, she quickly returned to her house. Ms. Greenwood then spoke to Ms. Perry through Ms. Perry's screen door, and Ms. Perry stated that she had seen Ms. Greenwood's lease, and that she knew Ms. Greenwood's name and that she was a voucher holder. Ms. Greenwood perceived this conversation as a threat. When the police arrived, Ms. Perry lied to the officer about unrelated information, such as claiming Ms. Greenwood doesn't have a job and is never home to watch her children.

79. Neighbors also speak about Ms. Greenwood in a derogatory way and impose stereotypes on her. In a neighborhood group chat, for example, a neighbor stated that Ms. Greenwood does not feed her children because they have never seen her go to the market.

80. Repeated confrontations with members of the Association Board have been disruptive to Ms. Greenwood's life and have caused her to be late for work on more than one occasion.

81. Because of her fear that neighbors will record her children, summon the police, or manufacture complaints, Ms. Greenwood no longer allows her children to play with friends outside of the house—not even in the fenced-in backyard.

82. The community's harassment of Ms. Brinkley began the day she moved in.

83. Upon Ms. Brinkley's move to Queen Anne Village in 2017, an Association board member approached her to comment on how the neighborhood was changing, as it was now open to Section 8 holders. Because she never disclosed that she uses a housing voucher, Ms. Brinkley understood him to be using "Section 8 holders" as code for Black residents. That board member sold his home and left the community about a year later.

84. Within weeks of Ms. Brinkley's arrival, Zico Realty received three back-to-back citations for her conduct that occurred within hours of each other, demonstrating that she had been followed.

85. One summer, a neighbor threatened to sic her son on Ms. Brinkley, noting that her son was in the army. She has yelled slurs at Ms. Brinkley and hurled "Section 8" at her as an insult despite Ms. Brinkley never disclosing that she used a housing voucher.

86. That neighbor also called the police on Ms. Brinkley for having her dog in the yard. When the police came, they saw that Ms. Brinkley's dog was appropriately outside in a fenced-in yard with a long leash, shade, and water, and concluded that no improper conduct was taking place.

87. In the summer of 2023, Ms. Brinkley went to the playground with her children on a Sunday evening and spent about an hour with them there before she went home to cook dinner. Shortly thereafter, Ms. Brinkley's six-year-old daughter called her upset because Ms. Perry and Mr. Wolfthal were recording her and her friends while they were playing on the playground. When some of the kids went into the adjacent tennis courts to play, Ms. Perry and Mr. Wolfthal threatened to call the police on them for trespass despite the playground being open to use by all residents. When Ms. Brinkley approached the couple to ask why they were recording her children, they said "It's a free country, we can do what we like. There is no law saying we cannot record." They then

called the police. When the police officer arrived, he agreed that the couple had to stop recording the children. The Association issued a fine of \$100 for “noxious behavior” as a result of this incident.

88. Ms. Brinkley reported the ongoing harassment to Zico Realty, which, in turn, complained to the Property Managers and the Board. The Property Managers and the Board refused to take action to stop the harassment.

89. Ms. Williams has filed two police reports complaining of the harassment to which she is subjected, and Ms. Brinkley filed for a protective order in 2019 in an attempt to end the harassment.

90. Zico Realty frequently receives complaints from other tenants as well about various neighbors harassing them and their kids. One tenant reported that every time she has family over, a neighbor approaches her home or calls the police despite her doing nothing wrong. One time, this tenant received a noise violation at 6:40 p.m. on a weekend while she was outside grilling with family members; the music was not loud. The same thing happened again in 2026 for music being played at 8:30 p.m. The harassment has discouraged the tenant from enjoying normal family gatherings at her own home.

III. Violations of the Maryland Homeowners Association Act and the Association’s Bylaws

91. The Association has continuously violated its own governing documents and the Maryland Homeowners Association Act (the “HOA Act”), Title 11B of the Real Property Article of the Maryland Code, when issuing fines to Zico Realty and its tenants.

92. The Association has issued numerous fines to Zico Realty and the Tenants for alleged violations without first affording Zico Realty and Tenant Plaintiffs the proper procedural protections guaranteed by the Bylaws and the HOA Act.

93. Section 111.10 of the HOA Act protects owners by requiring certain procedures to be followed by the Association before issuing fines. First, the HOA Act requires the Association to provide a written demand to cease and desist from an alleged violation before imposing any fines.

94. The Association or Property Managers failed to issue initial warnings prior to imposing fines. Instead, they regularly impose fines against Plaintiffs based on unfounded, conclusory accusations, without the required due process.

95. The Association has also violated its own bylaws by electing Board Members who are not the recorded owners of homes in Queen Anne Village.

96. Article IV, Section 1 of the Bylaws provides that “[a]ll directors must be members of the Association and must reside in Queen Anne Village.” Article II, Section 5 defines a “Member” as “the *record* owner, whether one or more person or entities, of the fee simple title to any Lot, or, if the Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest . . .”

97. The Association has allowed Mr. Bailey to serve as the “Vice President” of the Association even though he is not a record lot owner of any property in the Association. A deed of trust dated August 1, 2022, shows that Mr. Bailey’s wife, Mrs. Bailey, is the sole owner of [REDACTED]

[REDACTED]. Similarly, Ms. Perry holds a position on the Board but is not an owner of record.

98. In addition, on information and belief, Mr. Wolfthal was not on a ballot prior to 2025 and has never been officially elected as “President” of the Association in the manner required by the Association’s bylaws.

99. In violation of Article III, Section 4 of its bylaws, the Board has not had a quorum to elect Members of the Board. Therefore, the current “Board Members” wrongfully seized control of the Board.

100. The Association’s defiance of its own rules and regulations has enabled and contributed to Defendants’ intentional discrimination against Plaintiffs.

101. The Association also failed to properly maintain and/or produce complete and accurate records as required by its bylaws.

102. Despite numerous requests over several years, the Association repeatedly failed to provide Zico Realty with access to meeting minutes, financial statements, and management agreements within the required time limits set by the HOA Act.

103. For example, Zico Realty made a request to inspect records in August 2024, yet as of the date of this complaint, the Association failed to provide full access to the requested documents.

104. When Zico Realty did gain access to the requested ledger, it contained numerous errors. For example, the 2023-2024 actual year-to-date income for the Association is identical to the 2024-2025 actual year-to-date income, which seems improbable if not impossible.

105. In 2025, the Association acted in violation of its stated purpose by purchasing a house and seemingly maintaining over \$2,000,000 in overpayment of dues. At the annual meeting, Mr. Wolfthal admitted that the HOA had not done a financial study prior to purchasing the home and would not state the purpose of the purchase. On information and belief, the Association’s Vice President at the time made a commission on the sale in violation of the bylaws.

106. The Association’s hostility towards Zico Realty resulted in the Association preventing Zico Realty from voting at the annual meeting in 2025 despite the bylaws providing

that it had the right to do so, and the Association kicked Mr. Calko—present as an agent of Zico Realty—out of the 2026 annual Zoom meeting.

IV. Injuries to Plaintiffs

107. Tenant Plaintiffs have experienced significant emotional distress due to the harassment they and their children face or faced.

108. Because of the harassment they and their children have experienced, Tenant Plaintiffs stopped allowing their children to play outside as often. They have been denied the ordinary peace of home and the simple childhood freedoms that were enjoyed by their white, non-voucher-holding neighbors. The mothers have to fear that simply playing outside could result in adverse interactions with the police.

109. Ms. Williams', Ms. Greenwood's, and Ms. Brinkley's exclusion from community amenities like the pool has been extremely traumatic. Mr. Wolfthal has singled them out and ridiculed them in front of other neighbors. It has been stressful to explain to their children why they are not allowed to use the pool like other families—most of whom are not Black.

110. Ms. Brinkley was afraid that the harassment she experienced would lead to the loss of her participation in the voucher program. Her youngest son, with whom she was pregnant when she moved in, was born more than two months premature because of the stress she experienced.

111. In 2022, after enduring nearly five years of harassment by the Association and her neighbors, Ms. Brinkley concluded that remaining in Queen Anne Village was no longer bearable. As a voucher recipient, relocating—especially in the middle of a lease term—is very complicated and, as a result, very stressful. Ms. Brinkley had to request an emergency relocation from BRHP, provide copies of the peace order she filed, and collaborate with Zico Realty for permission to search for a new home. Ms. Brinkley spent months looking for a new home, but because the majority of landlords put up hurdles to exclude voucher holders from their units, she was unable

to find a home that comfortably fit her family. She tried to relocate with her voucher on three separate occasions without success.

112. The harassment finally forced Ms. Brinkley to move out of her home in Queen Anne Village in June 2025.

113. Because of Ms. Brinkley's financial limitations and family size, she could only afford a home in a more dangerous area. As a result, her children lost the outdoor freedom and stability she had moved to Queen Anne Village to secure. She continually worries about her youngest son, who has been upset about the move and markedly withdrawn since leaving Queen Anne Village and starting at a new school. One of her daughters, who never had issues at her previous school, began to get into fights at the new school.

114. Defendants' unlawful actions have caused and continue to cause harm to Zico Realty by forcing it to spend money to pay unwarranted and disparately imposed fines as well as to spend time advocating for its tenants. Zico Realty often pays the unwarranted fines simply to ensure that its tenants can access the Queen Anne Village amenities on an equal basis to other residents.

115. At least three of Zico Realty's prior tenants, including Ms. Brinkley, left Queen Anne Village and stopped renting from Zico Realty because of the harassment they experienced. Because those tenants left due to harassment and discrimination, Zico Realty had properties vacant for at least a month each, lost income from lost rent, and incurred costs associated with the turnover of the apartments and the searches for new tenants.

116. The unlawful practices of the Defendants as described above were and are wanton, willful, malicious, fraudulent, or oppressive; were intended to cause injury to Plaintiffs; or were

done in conscious, callous, reckless, or deliberate disregard for the federally protected rights of Ms. Williams, Ms. Greenwood, Ms. Brinkley, and Zico Realty.

117. There now exists an actual case or controversy between the parties regarding Defendants' duties under federal and state fair housing laws. Accordingly, Plaintiffs are entitled to declaratory relief.

118. Unless enjoined, the Defendants will continue to engage in the unlawful acts and the pattern or practice of discrimination described above. Plaintiffs have no adequate remedy at law. Accordingly, Plaintiffs are entitled to injunctive relief.

119. In addition, and in the alternative, Defendants negligently failed to hire, train, and supervise themselves, their employees, agents, and boards of directors regarding the requirements of state and federal fair housing laws.

120. By reason of Defendants' actions, Plaintiffs have suffered and will continue to suffer extreme hardship and actual and impending irreparable injury.

CLAIMS

COUNT I RACE DISCRIMINATION UNDER THE FAIR HOUSING ACT (42 U.S.C. § 3604) (All Plaintiffs against All Defendants)

121. Plaintiffs reallege and incorporate by reference the above allegations of fact as if fully set forth herein.

122. Brittany Williams, Whitney Greenwood, and Janice Brinkley are members of a protected class under the Fair Housing Act because they are Black.

123. Zico Realty is an "aggrieved person" under the definition of the Fair Housing Act, 42 U.S.C. § 3613, because it has suffered harm as a result of violations of the Act.

124. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs' rights under the federal Fair Housing Act, 42 U.S.C. § 3604(b), which makes it unlawful to "[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race...."

125. Defendants intentionally discriminated against Plaintiffs in the terms, conditions, and privileges of rental services by imposing disproportionate fines, selectively enforcing community rules, and denying access to amenities because of Ms. Williams', Ms. Greenwood's, and Ms. Brinkley's race.

126. Defendants' conduct was willful and in reckless disregard of the known rights of others.

127. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

128. As a direct result of Defendants' discrimination, Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of dignity, and pecuniary losses, and Plaintiff Zico Realty has suffered pecuniary harm, including but not limited to the payment of discriminatory fines on behalf of tenants, the loss of money due to tenant turnover as a result of Defendants' discrimination, and the use of resources to advocate for its tenants in response to Defendants' discrimination.

COUNT II
RACE AND FAMILIAL STATUS DISCRIMINATION UNDER
THE FAIR HOUSING ACT
(42 U.S.C. § 3604)
(All Plaintiffs against all Defendants)

129. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

130. Brittany Williams, Whitney Greenwood, and Janice Brinkley are members of a protected class under the Fair Housing Act because they are Black single mothers with young children.

131. Defendants discriminated against Tenant Plaintiffs based on a combination of race and familial status. That is, Defendants engaged in intersectional discrimination against the Tenant Plaintiffs because they were Black single mothers with Black children.

132. The combination of race and familial status creates a distinct position that is the target of unique stereotypes and discriminatory treatment. The recognition of “intersectional discrimination” provides a pathway for “claims that cannot be understood as resulting from discrete sources of discrimination.” *Frappied v. Affinity Gaming Black Hawk, LLC*, 966 F.3d 1038, 1049 (10th Cir. 2020).

133. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs’ rights under the federal Fair Housing Act, 42 U.S.C. § 3604(b), which makes it unlawful to “[t]o discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race [or]... familial status....”

134. Defendants discriminated against Plaintiffs in the terms, conditions, and privileges of rental services by imposing disproportionate fines, selectively enforcing community rules, and

denying access to amenities and common areas because of Ms. Williams', Ms. Greenwood's, and Ms. Brinkley's race and familial status.

135. Defendants' conduct was intentional, willful, and in reckless disregard of the known rights of others.

136. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

137. As a direct result of Defendants' discrimination, Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

**COUNT III
INTERFERENCE WITH THE EXERCISE OF RIGHTS
UNDER THE FAIR HOUSING ACT
(42 U.S.C. § 3617)
(All Plaintiffs against all Defendants)**

138. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

139. Defendants, through their actions and the actions of their agents, are liable for the violation of Plaintiffs' rights under the federal Fair Housing Act, 42 U.S.C. § 3617, under which:

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title.

140. Defendants interfered with Tenant Plaintiffs' exercise and enjoyment of rights on account of their race and familial status through harassment, threats, surveillance, disproportionate enforcement of bylaws, and exclusion from amenities, in violation of 42 U.S.C. § 3617.

141. Defendants' conduct was intentional, willful, and in reckless disregard of the known rights of others.

142. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

143. As a direct result of Defendants' discrimination, the Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

COUNT IV
SOURCE OF INCOME DISCRIMINATION UNDER
THE MARYLAND FAIR HOUSING ACT
(Md. Code, State Gov't § 20-705)
(All Plaintiffs against all Defendants)

144. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

145. Tenant Plaintiffs are members of a protected class under the Maryland Fair Housing Act because they use housing assistance vouchers to pay their rent. Md. Code, State Gov't § 20-701 (j)(2)(ii).

146. Defendants, through their actions and the actions of their agents, are liable for the violation of Plaintiffs' rights under Md. Code, State Gov't § 20-705(2), which makes it unlawful to "discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of...source of income."

147. Defendants discriminated against Plaintiffs in the terms, conditions, and privileges of Queen Anne Village and in the provision of services and facilities in connection with their

homes in Queen Anne Village because of their source of income and demonstrated direct animus towards them in violation of Md. Code, State Gov't § 20–705.

148. Defendants' conduct was intentional, willful, and in reckless disregard of the known rights of others.

149. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

150. As a direct result of Defendants' discrimination, the Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

COUNT V
RACE DISCRIMINATION UNDER
THE MARYLAND FAIR HOUSING ACT
(Md. Code, State Gov't § 20–705)
(All Plaintiffs against all Defendants)

151. Plaintiffs reallege and incorporate by reference the above allegations as fully set forth herein.

152. Brittany Williams, Whitney Greenwood, and Janice Brinkley are members of a protected class under the Maryland Fair Housing Act because they are Black.

153. Zico Realty is an aggrieved person under the Maryland Fair Housing Act, because it has suffered harm as a result of violations of the Act.

154. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs' rights under the Maryland Fair Housing Act, § 20-705(2), which makes it unlawful to “discriminate against any person in the terms, conditions, or privileges

of the sale or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of race”

155. Defendants discriminated against Plaintiffs in the terms, conditions, and privileges of rental services and in the provision of services and facilities by imposing disproportionate fines, selectively enforcing community rules, and denying access to amenities because of Ms. Williams’, Ms. Greenwood’s, and Ms. Brinkley’s race.

156. Defendants’ conduct was intentional, willful, and in reckless disregard of the known rights of others.

157. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

158. As a direct result of Defendants’ discrimination, the Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

COUNT VI
RACE AND FAMILIAL STATUS DISCRIMINATION UNDER
THE MARYLAND FAIR HOUSING ACT
(Md. Code, State Gov’t § 20–705)
(All Plaintiffs against all Defendants)

159. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

160. Plaintiffs Brittany Williams, Whitney Greenwood, and Janice Brinkley are members of a protected class under the Maryland Fair Housing Act because they are Black single mothers with young children.

161. Defendants discriminated against the Tenant Plaintiffs based on a combination of race and familial status. That is, Defendants discriminated against the Tenant Plaintiffs because they were Black single mothers with Black children.

162. The combination of race and familial status creates a distinct position that is the target of unique stereotypes and discriminatory treatment. The recognition of “intersectional discrimination” provides a pathway for “claims that cannot be understood as resulting from discrete sources of discrimination.” *Frappied*, 966 F.3d at 1049.

163. Defendants, through their actions and the actions of their agents described above, are liable for the violation of Plaintiffs’ rights under the Maryland Fair Housing Act, § 20-705(2), which makes it unlawful to “discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of race...[and] familial status....”

164. Defendants discriminated against Plaintiffs in the terms, conditions, and privileges of rental services by imposing disproportionate fines, selectively enforcing community rules, and denying access to amenities because of Ms. Williams’, Ms. Greenwood’s, and Ms. Brinkley’s race and familial status.

165. Defendants’ conduct was intentional, willful, and in reckless disregard of the known rights of others.

166. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

167. As a direct result of Defendants’ discrimination, the Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of

dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

COUNT VII
INTERFERENCE WITH THE EXERCISE OF RIGHTS
UNDER THE MARYLAND FAIR HOUSING ACT
(Md. Code, State Gov't, § 20-708)
(All Plaintiffs against all Defendants)

168. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

169. Defendants, through their actions and the actions of their agents, are liable for the violation of Plaintiffs' rights under the Maryland Fair Housing Act, Md. Code, State Gov't, § 20-708, under which:

A person may not coerce, intimidate, threaten, interfere with, or retaliate against any person: (1) in the exercise or enjoyment of any right granted or protected by this subtitle; (2) because a person has exercised or enjoyed any right granted or protected by this subtitle; or (3) because a person has aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by this subtitle.

170. Defendants interfered with Tenant Plaintiffs' exercise and enjoyment of rights on account of their source of income, race, and familial status through harassment, threats, surveillance, disproportionate enforcement of bylaws, and exclusion from amenities, in violation of Md. Code, State Gov't, § 20-708.

171. Defendants' conduct was intentional, willful, and in reckless disregard of the known rights of others.

172. Mr. Wolfthal and Ms. Perry are liable in their personal capacities because they were acting in bad faith outside of their role as board members of the Association and engaged in wanton and reckless conduct against Plaintiffs.

173. As a direct result of Defendants' discrimination, the Tenant Plaintiffs have suffered harm, including pain and suffering, emotional, psychological, and physical distress, violation of

dignity, and pecuniary losses, and Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above.

COUNT VIII
FAILURE TO PROVIDE OPEN ACCESS TO MEETINGS
IN VIOLATION OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT
(Md. Code Ann., Real Prop. § 11B-111)
(Plaintiff Zico Realty, LLC against Defendants Queen Anne Village Association, Inc.
and Max Wolfthal)

174. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

175. Because Zico Realty is a lot owner and/or a duly authorized agent of a lot owner within Queen Anne Village, it is entitled to the protections of the Maryland Homeowners Association Act.

176. Queen Anne Village Association is subject to the Maryland Homeowners Association Act pursuant to the provisions of Md. Code Ann., Real Prop. § 11B-102.

177. Max Wolfthal is liable under the Maryland Homeowners Association Act in his personal capacity because he acted recklessly and wantonly, in bad faith, and outside the scope of his duties as an officer of the Association.

178. Queen Anne Village Association, through its actions and the actions of its agents, and Mr. Wolfthal violated Md. Code Ann., Real Prop. § 11B-111(1), which requires that “all meetings of the homeowners association, including meetings of the board of directors or other governing body of the homeowners association or a committee of the homeowners association, shall be open to all members of the homeowners association or their agents.”

179. Queen Anne Village Association violated Md. Code Ann., Real Prop. § 11B-111 when it kicked Mr. Calko—as an agent of Zico Realty—out of the 2026 annual zoom meeting.

180. As a direct result of Defendants' violation, Zico Realty has suffered reputational and pecuniary harm and has been deprived of its right to attend Association meetings.

COUNT IX
FAILURE TO PROVIDE DUE PROCESS
IN VIOLATION OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT
(Md. Code Ann., Real Prop. § 11B-111.10)
(Plaintiff Zico Realty, LLC against Defendants Queen Anne Village Association, Inc.
and Max Wolfthal)

181. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

182. Because Zico Realty is a lot owner and/or a duly authorized agent of a lot owner within Queen Anne Village, it is entitled to the protections of the Maryland Homeowners Association Act.

183. Queen Anne Village Association is subject to the Maryland Homeowners Association Act pursuant to the provisions of Md. Code Ann., Real Prop. § 11B-102.

184. Max Wolfthal is liable under the Maryland Homeowners Association Act in his personal capacity because he acted recklessly and wantonly, in bad faith, and outside the scope of his duties as an officer of the Association.

185. Queen Anne Village Association, through its actions and the actions of its agents, and Mr. Wolfthal violated Md. Code Ann., Real Prop. § 11B-111.10, which states, in part, that "[t]he board of directors or other governing body of the homeowners association may not impose a fine, suspend voting, or infringe on any other right of a lot owner or any other occupant for violations of rules until" it has issued "[a] written demand to cease and desist from an alleged violation," provided "[a] period of time, not less than 15 days, during which the violation may be abated without further sanction, if the violation is a continuing violation, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and

opportunity for hearing if the violation is not continuing,” and, if the violation continues or is not abated within the required period, “the board shall provide the alleged violator, at the alleged violator’s address of record, with a written notice of the alleged violator’s right to request a hearing to be held by the board in executive session.” Then, “[i]f the alleged violator requests a hearing within the period of time specified in the notice provided...the board shall provide the alleged violator with a written notice of the time and place of the hearing” where “the alleged violator has the right to present evidence and cross-examine witnesses....” “If the alleged violator does not request a hearing within the period of time specified in the notice...the board, at the next meeting, shall deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation.”

186. Queen Anne Village Association and Mr. Wolfthal violated Md. Code Ann., Real Prop. § 11B-111.0 by regularly imposing fines on Zico Realty without the required due process. They failed to issue written demands to the alleged violators before imposing fines, did not provide the proper opportunity for a hearing, and, upon information in belief, did not meet as a board to “deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation” before issuing sanctions on Zico Realty.

187. As a direct result of Defendants’ violations, Zico Realty has suffered pecuniary harm including but not limited to incurring the fines and other expenses as described above.

COUNT X
FAILURE TO PRODUCE RECORDS
IN VIOLATION OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT
(Md. Code Ann., Real Prop. § 11B-112)
(Plaintiff Zico Realty, LLC against Defendant Queen Anne Village Association, Inc.)

188. Plaintiffs reallege and incorporate by reference the above allegations as if fully set forth herein.

189. Because Zico Realty is a lot owner and/or a duly authorized agent of a lot owner, it is entitled to the protections of the Maryland Homeowners Association Act.

190. Queen Anne Village Association is subject to the Maryland Homeowners Association Act pursuant to the provisions of Md. Code Ann., Real Prop. § 11B-102.

191. Queen Anne Village Association, through its actions and the actions of its agents, is liable for the violation of Zico Realty's rights under Md. Code Ann., Real Prop. § 11B-112, which requires a homeowners association to make "available for examination or copying, or both," "all books and records kept by or on behalf of the homeowners association" to "a lot owner, a lot owner's mortgagee, or their respective duly authorized agents ... during normal business hours, and after reasonable notice."

192. Queen Anne Village Association violated Zico Realty's rights under Md. Code Ann., Real Prop. § 11B-112 because it failed to make its books and records—including financial statements and meeting minutes—available for Zico Realty's examination or copying within the requisite 21 or 45 days prescribed by § 11B-112(a)(1)(iii).

193. In doing so, Queen Anne Village Association and its officers and agents acted in bad faith.

194. As a direct result of Queen Anne Village Association's violations, Zico Realty has suffered pecuniary harm including but not limited to incurring expenses as described above and has been deprived of its right to inspect the Association's books.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court:

- a) enter a declaratory judgment that the actions of Defendants complained of herein are in violation of the Fair Housing Act of 1968, as amended, 42 U.S.C. §§ 3601–3631, and of the Maryland Fair Housing Act, Md. Code, State Gov't §§ 20–705, 20-708;

- b) issue a permanent injunction perpetually enjoining and restraining Defendants and all those in active concert or participation with them from taking action against, discriminating against, harassing, or retaliating against Plaintiffs;
- c) issue a permanent injunction requiring Queen Anne Village Association to provide open access to its meetings to all lot owners, including Zico Realty and its agent, Zvi Calko; requiring Queen Anne Village to provide access to all of its books and records to Zico Realty and its agent, Zvi Calko; and requiring Queen Anne Village to provide the due process required by the Marland Homeowners Association Act before imposing any fine on Zico Realty or any of its tenants, including the Tenant Plaintiffs;
- d) award compensatory damages in an amount to be determined by the jury that would fully compensate Plaintiffs for the losses that have been caused by the conduct of Defendants alleged herein;
- e) award Plaintiffs their reasonable attorneys' fees and costs pursuant to 42 U.S.C. § 3613(c)(2) and Maryland Code, State Government § 20-1033; and
- f) award Plaintiffs such other and further relief as this court may deem proper.

JURY DEMAND

Plaintiffs request a jury trial to determine liability and damages pursuant to Federal Rule of Civil Procedure 38.

Dated: October 5, 2026

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrew D. Freeman", is written over a horizontal line.

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