

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NEWPORT NEWS DIVISION**

Jurina El-Amin)	
)	
Teresa Epps,)	
Plaintiffs,)	Civil Action No.
)	
v.)	JURY DEMANDED
)	
Adams Newport, LLC)	
)	
Senex Law, PC)	
Defendants.)	

Complaint

1. “The world is navigating the deadliest pandemic in over a century. Presently, the United States has suffered more than any other country, reporting more than two million cases of the novel coronavirus known as COVID-19, and over one hundred and twenty thousand deaths as a result.” *Elmsford Apartment Associates, LLC and 66 Apartment Associats, J.V. v. Andrew Cuomo, as Governor of the State of New York*, 2020 WL 3498456 at *1 (S.D.N.Y. June 29, 2020). COVID-19, “a novel severe acute respiratory illness” with “no known cure, no effective treatment, no vaccine”, caused Congress to enact bipartisan legislation. *S. Bay United Pentecostal Church v. Newsome*, 140 S. Ct. 1613 (2020)(mem.) (Roberts, C.J., concurring). On March 27, 2020, Congress passed and the President signed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act. 15 U.S.C. § 9001 et seq. Included in the CARES Act is a temporary moratorium on eviction filings. 15 U.S.C. § 9058(b).

2. Adams Newport, LLC (“Landlord”) and Senex Law, PC (“Landlord Law Firm”) flout the CARES Act’s temporary moratorium on evictions by issuing notices of noncompliance for

nonpayment of rent and filing summons for unlawful detainers for covered dwelling units against Plaintiffs (collectively referred to as “Tenants”) and other renters in the Newport News General District Court. Landlord and Landlord Law Firm have violated the Virginia Consumer Protection Act (“VCPA”), Va. Code Ann. § 59.1-196 et seq., and the Fair Debt Protections Collection Act (FDCPA), 15 U.S.C. § 1692, et. seq., respectively, by fraudulently misrepresenting to Tenants that they may legally issue notices to vacate and initiate eviction proceedings during the moratorium on evictions.

Jurisdiction

3. The Court’s jurisdiction over the FDCPA claim arises from 15 U.S.C. §§ 1692(e) and 1692(f) and federal question jurisdiction under 28 U.S.C. § 1331.
4. The Court’s jurisdiction over the VCPA claim arises from 28 U.S.C. § 1367 because this claim is so closely related to the FDCPA claim that they arise out of the same case or controversy.

Parties

5. Teresa Epps (individually referred to as “Mother”) and Ms. El-Amin (individually referred to as “Daughter”) entered into the attached Lease Agreement for the rental unit described therein (hereinafter “Apartment”). A copy of the Lease Agreement is attached and incorporated herein as Plaintiffs’ Exhibit 1.
6. Landlord is a limited liability company formed in Virginia that owns and rents multifamily homes currently known as Harborstone, and formerly known as Harper’s Landing Apartments, in Newport News, Virginia.
7. Landlord Law Firm advertises itself as “a next-generation law firm” that helps multifamily housing providers with “end-to-end multifamily legal processing” to get landlords “from no-

tice to eviction to collection.” Landlord Law Firm regularly files unlawful detainers for unpaid rent throughout Hampton Roads on behalf of landlords and attempts to collect judgments for unpaid rent, late fees, attorney’s fees, and/or court costs.

Statement of Facts

8. Mother resides in Gwyn Oak, Maryland and entered into the Lease Agreement to assist her Daughter and grandchildren in obtaining the Apartment as their primary residence due to Daughter’s limited credit history.
9. Daughter works as a Certified Nursing Assistant for an assisted care living facility and entered into the Lease Agreement to reside in the Apartment with her children.
10. Landlord owns the building(s) where the Apartment is located (the “Multifamily Housing Property”), and the Multifamily Housing Property is designed principally for the occupancy of 5 or more families.
11. The Multifamily Housing Property is financed by the Federal National Mortgage Association (“Fannie Mae”) or is insured, guaranteed, supplemented, or assisted by the Federal Government or Department of Housing and Urban Development.
12. Around March 13, 2020, at the advent of the COVID-19 pandemic, Daughter fell ill and was having difficulties breathing.
13. Daughter sought medical treatment from her primary care doctor and learned she had a respiratory infection.
14. Though Daughter’s doctor did not test her for COVID-19 at the time, her doctor did recommend that she not return to work until she healed.
15. After several days out of work, Daughter notified her employer she was no longer ill.
16. However, Daughter’s employer required her to self-quarantine and obtain a Physician’s

Statement of Health prior to working at the assisted living care facility.

17. On April 9, 2020, Daughter's doctor signed off on Daughter's return to work.
18. Daughter resumed her employment as a Certified Nursing Assistant on April 11, 2020.
19. Due to Daughter's misfortune of being ill and unable to work during the COVID-19 pandemic, Daughter did not pay her rent for the month of April 2020.
20. On or about May 7, 2020, Landlord Law Firm drafted a Notice of Noncompliance (Failure to Pay Rent), and then Landlord and Landlord Law Firm caused the Notice of Noncompliance to be served on the Tenants in anticipation of evicting them from the Apartment. A copy of the Notice of Noncompliance (Failure to Pay Rent) is attached and incorporated herein as Plaintiffs' Exhibit 2.
21. The Notice of Noncompliance threatens to evict Tenants from the Apartment for nonpayment of rent. *Id.*
22. On or about May 22, 2020, Landlord Law Firm filed a Summons for Unlawful Detainer (Civil Claim for Eviction) on behalf of Landlord against Tenants in the Newport News General District Court requesting \$810.00 in unpaid rent, which includes a "returned check charge" when its online payment system was malfunctioning, \$56.00 in court costs, \$90.00 in attorney's fees, and that possession of the property be removed from the Tenants. A copy of the Summons for Unlawful Detainer and Tenants' Residential Ledger is attached and incorporated herein as Plaintiffs' Exhibit 3 and 4, respectively.

CARES Act

23. Congress passed the CARES Act to "provide emergency assistance and healthcare response to individuals, families, and businesses affected by the 2020 coronavirus pandemic." *Profiles, Inc., et al., v. Bank of America Corp., et al.*, 2020 WL 1905694 at *1 (D. Md. Apr. 17, 2020).

24. The CARES Act imposes a temporary moratorium on evictions for nonpayment of rent upon lessors leasing federally funded housing.
25. Beginning on March 27, 2020, and for 120 days thereafter, the CARES Act prohibits the lessor of a covered dwelling from the following:
- a. initiating legal action to recover possession of the covered dwelling from a tenant for nonpayment of rent, fees, or other charges;
 - b. charging fees, penalties, or other charges to the tenant for nonpayment of rent;
 - c. issuing a notice to vacate prior to the expiration of the temporary eviction moratorium; and,
 - d. requiring the tenant to vacate the covered dwelling prior to 30 days after the date on which the lessor lawfully provides the tenant with a notice to vacate. 15 U.S.C. § 9058(b)-(c).
26. A covered dwelling includes a dwelling occupied by a tenant pursuant to a residential lease and is on a covered property. 15 U.S.C. § 9058(a)(1).
27. A “covered property” includes any property that has a federally backed multifamily mortgage loan. 15 U.S.C. § 9058(2)(B)(ii).
28. A federally backed multifamily mortgage loan includes, but is not limited to, any loan secured by a lien on residential multifamily real property designed principally for the occupancy of 5 or more families and “assisted in any way” by the Federal Government, a housing program administered by the Department of Housing and Urban Development (“HUD”), or any loan that is purchased or securitized by Federal Home Loan Association (“Freddie Mac”) or Fannie Mae. 15 U.S.C. § 9058(a)(5).
29. The Apartment is a covered dwelling because the Multifamily Housing Property is designed

principally for the occupancy of 5 or more families and Landlord has a federally backed multi-family mortgage loan on the property that is financed by Fannie Mae or made, insured, guaranteed, supplemented, or assisted by the Federal Government or Department of Housing and Urban Development.

30. The Notice of Noncompliance that threatens to evict Tenants from the Apartment for non-payment of rent is a notice to vacate under the CARES Act.

Count 1 - Violations of FDCPA

31. The FDCPA prohibits debt collectors from making false, misleading, or deceptive representations to debtors in connection with a debt. 15 U.S.C. § 1692(e).

32. A debt collector includes “any person ... who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692(a). Under the Act, “debt” refers to “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the ... property ... or services which are the subject of the transaction are primarily for personal, family, or household purposes.” *Id.*

33. Landlord Law Firm regularly collects or attempts to collect debts for unpaid rent, late fees, charges, court costs, or attorney’s fees owed to landlords throughout Hampton Roads.

34. Subsection (5) of § 1692(e) expressly prohibits “the threat to take any action that cannot legally be taken or that is not intended to be taken.”

35. Landlord Law Firm’s Notice of Noncompliance and its subsequent filing of an eviction action against Tenants violate the CARES Act’s eviction moratorium and thus are actions that “cannot legally be taken” under the FDCPA.

36. Furthermore, Subsection (2) of 15 U.S.C. § 1692(e) expressly prevents debt collectors from “making a false representation of the character, amount, or legal status of any debt” or “any

services rendered or compensation which may be lawfully received by any debt collector for collection of a debt.”

37. Landlord Law Firm attempts to collect from Tenant a check return fee as part of its unpaid rent calculation and attorney fees, which “constitute fees, penalties, or other charges to the tenant related to such nonpayment of rent” that the CARES Act prohibits during the temporary eviction moratorium.

38. The FDCPA also prohibits debt collectors from using unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692(f).

39. Subsection 6(C) of 15 U.S.C. § 1692(f) specifically prohibits “taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if the property is exempt by law from such dispossession or disablement.”

40. Landlord Law Firm’s drafting of the Notice of Noncompliance to be served on Tenant was a nonjudicial action preceding Landlord’s judicial action for eviction against Tenant and was an action to effect the dispossession of the Apartment which Tenant possessed, and which was exempt by the CARES Act from such dispossession.

41. Landlord Law Firm therefore violated the FDCPA, 15 U.S.C. § 1692(f)6(C), by drafting and causing to be served the Notice of Noncompliance on Tenants and subsequently filing an eviction action against Tenants.

Count 2 - Violation of VCPA

42. The VCPA is remedial legislation meant to promote fair and ethical standards between suppliers and the consuming public. Va. Code Ann. § 59.1-196.

43. The VCPA prohibits landlords from engaging in acts or practices which constitute misrepresentations or fraudulent acts or practices in connection with a consumer transaction. Va. Code

Ann. § 59.1-199.

44. The VCPA prohibits suppliers from engaging in any “deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.” Va. Code Ann. § 59.1-200(14).
45. Landlord is a supplier that advertises and leases apartments primarily to be used for personal, family, and household purposes as a living space for families.
46. The following are material facts: (a) On May 7, 2020, the Multifamily Housing Property was not exempt from the CARES Act eviction moratorium when Landlord issued a Notice of Non-compliance to Tenants for nonpayment of rent and (b) On May 22, 2020, Landlord was not exempt from the CARES Act eviction moratorium when it filed an Unlawful Detainer Action against Tenants on May 22, 2020.
47. By issuing the Notice of Noncompliance and initiating eviction proceedings, Landlord misrepresented that no eviction moratorium existed or that it was exempt from the eviction moratorium.
48. Landlord also misrepresented the amount owed to it by charging Tenant a returned check charge and attorney fees when the CARES Act prohibits the Landlord from charging Tenants such charges and fees in connection with nonpayment of rent during the moratorium.
49. Landlord’s misrepresentations were willful.
50. Tenants suffered losses as a direct result of Landlord issuing the Notice of Noncompliance and initiating eviction proceedings, including but not limited to, loss time, inconvenience, missed time from work, and emotional distress.

WHEREFORE, Plaintiff respectfully requests the following:

- a. actual damages;

- b. statutory damages pursuant to 15 U.S.C. § 1692k and Va. Code Ann. § 59.1-204;
- c. treble damages pursuant to Va. Code Ann. § 59.1-204;
- d. a stay of the state court eviction action pending in the Newport News General District Court;
- e. attorney's fees and costs pursuant to 15 U.S.C. 1692k and Va. Code Ann. § 59.1-204; and,
- f. such other relief as may be just and proper.

Respectfully submitted,

JURINA EL-AMIN
THERESA EPPS

/s/ Frank J. White Jr.

By Counsel

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