

UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

United State of America, Ex Rel Matthew Williams,  
and Matthew Williams

*Plaintiff(s)*

v.

Muses Partners, LLC, Aderhold Properties, Inc., Coro  
Muse TIC, LLC

*Defendant(s)*

Civil Action No. 1:22-cv-03561-AT

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Coro Muse TIC, LLC  
Agent for Service: Universal Registered Agents, Inc.  
900 Old Roswell Lakes Parkway, Suite 310,  
Roswell, GA, 30076, USA

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Charles R. Bliss  
Atlanta Legal Aid Society, Inc.  
54 Ellis Street  
Atlanta, GA 30303  
crbliss@atlantalegalaid.org  
(404) 614-3988

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

KEVIN P. WEIMER  
CLERK OF COURT

Date:

NOV 13 2024

*Matthew Williams*  
Signatures of Clerk or Deputy Clerk

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**UNITED STATES OF AMERICA  
EX REL. MATTHEW WILLIAMS,  
and  
MATTHEW WILLIAMS,**

**PLAINTIFFS,**

**v.**

**MUSES PARTNERS, LLC  
ADERHOLD PROPERTIES, INC.  
CORO MUSE TIC, LLC,**

**DEFENDANTS.**

**FILED UNDER SEAL PURSUANT  
TO 31 U.S.C. § 3730(b)(2)**

**DEMAND FOR JURY TRIAL**

**COMPLAINT**

**INTRODUCTION**

1. This action is brought under the False Claims Act, 31 U.S.C. § 3729 et seq. Relator-Plaintiff Matthew Williams is a low-income individual with disabilities who participates in the federally funded Housing Choice Voucher Program (formerly known as "Section 8").

2. Using the voucher, Mr. Williams leased a home from Defendants Muses Partners, LLC and Aderhold Properties, Inc. for an approved contract rent

of \$1,650 per month. Mr. Williams paid a portion of the rent himself, and the Atlanta Housing Authority (AHA), the local agency that administers his voucher, paid the balance using federal housing assistance payments funds.

3. In addition to the rent, Defendants imposed monthly water, sewer, valet trash, community management fees, and service charges. The total charges varied each month but started at \$60.47 in July 2018. Under the AHA contract with the Defendants, Mr. Williams was responsible for paying his actual water and sewer usage each month, in addition to his portion of the rent. However, Mr. Williams was not supposed to be charged for valet trash, community management fees, a security deposit, or service charges. Nonetheless, Mr. Williams believed he was required to pay those extra fees and did pay them most months he lived at the property.

4. Collecting monthly fees beyond the actual water and sewer usage violated the Housing Assistance Payments contract that Defendants signed with the Atlanta Housing Authority, in which Defendants certified that the companies would receive only the approved \$1,650 per month rent plus reimbursement for water and sewer. By making that certification and receiving federal housing assistance payments despite knowing that Defendants were receiving additional

side payments each month from Mr. Williams, Defendants made false claims and representations to the federal government through which the companies improperly received federal funds.

5. In total, Defendants unlawfully received from AHA 43 housing assistance payments for more than \$65,000 in federal funds.

6. The U.S. Department of Housing and Urban Development issued a fraud alert in 2008, calling the problem of landlords in the Housing Choice Voucher Program submitting false claims for rent payments “a recurring problem” and adding:

Improperly requiring tenants to pay rent in excess of what is authorized by the applicable [Housing Assistance Payments] contract represents both an actionable offense under the False Claims Act and deplorable behavior directed towards the very person the [Housing Choice Voucher] program was designed to serve. (Additionally, depending on the intent, such an action may qualify as a criminal offense under 18 U.S.C. 287, 1343, etc.) [Office of Inspector General] will not tolerate such conduct, and rather will cooperate with efforts to bring offending landlords to justice to remedy their wrongs.

73 Fed. Reg. 39712 (July 10, 2008).

7. Mr. Williams therefore brings this action on behalf of the United States Government to recover the funds unlawfully paid and all other appropriate remedies under the False Claims Act. Mr. Williams further seeks a statutory share

of any awarded damages and civil penalties, as well as reasonable attorney fees.

8. The extra charges also give rise to claims under Georgia state laws, including the Georgia Fair Business Practices and Unfair or Deceptive Practices Toward the Elderly Acts. Mr. Williams brings claims in his individual capacity for damages suffered because of breaches under Georgia law and seeks all damages to which he may be entitled, his costs of suit, and reasonable attorneys' fees.

#### PARTIES

9. Plaintiff United States of America ("United States") is *ex rel.* Matthew Williams.

10. Relator-Plaintiff Matthew Williams ("Mr. Williams") is a former tenant of the Defendants, who resided at 50 Peachtree Street NW, Apartment 705, Atlanta, GA 30303 ("the Premises"), which is located in the County of Fulton. Mr. Williams resided alone at the Premises from March 2018 to October 2021. Mr. Williams is a person with disabilities; his only source of income is Supplemental Security Income benefits.

11. Defendant Muses Partners, LLC was the owner of the Premises at the time of Mr. Williams's lease and a Georgia corporation with the principal business address 790 Marietta Street NW, Atlanta, GA, 30318. At the time of these

incidents, it was engaged in commerce (selling and leasing real estate) in the Northern District of Georgia.

12. Defendant Aderhold Properties, Inc. is a Georgia corporation with the principal business address 790 Marietta Street NW, Atlanta, GA, 30318. Defendant was the property management company for the Premises at the time of the Mr. Williams' lease. It may be served via its registered agent, Thomas E. Aderhold at 790 Marietta Street NW, Atlanta, GA, 30318.

13. Defendant Coro Muse TIC, LLC is a Delaware corporation and the current owner of the Property. On information and belief, the purchase and sale agreement may have made Coro legally liable for some or all of the prior owner's acts. Coro has the principal business office address of 100 Peachtree Street NW, Suite 1400, Atlanta, GA 30303. It may be served via its registered agent, Universal Registered Agents, Inc. at 900 Old Roswell Lakes Parkway, Suite 310, Roswell, GA, 30076.

#### JURISDICTION & VENUE

14. This Court has jurisdiction over the federal claims raised in this Complaint, pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332, and 31 U.S.C. § 3732(a). The Court has supplemental jurisdiction over the state claims under 28

U.S.C. § 1367(a).

15. Defendants committed the unlawful acts described in this Complaint in Fulton County; which is within the Atlanta Division of the Northern District of Georgia. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

SECTION 8 TENANT-BASED HOUSING CHOICE VOUCHER PROGRAM

16. The Section 8 Housing Choice Voucher Program (“Voucher Program”) is a federal program that assists low-income families in obtaining decent, safe, sanitary, and affordable housing. The Voucher Program is authorized by Section 8 of the U.S. Housing Act of 1937, 42 U.S.C. § 1437f. Regulations governing the program are contained in 24 C.F.R. Part 982.

17. The U.S. Department of Housing and Urban Development (“HUD”) administers the Voucher Program nationally. *See* 42 U.S.C. § 1437f(o); 24 C.F.R. § 982.1(a). HUD does so by entering into annual contribution contracts with “public housing agencies” (or “PHAs”), which are state and local government entities that use the funds to operate Voucher Programs in their jurisdictions. *See* 24 C.F.R. § 982.1(a)(1).

18. The Atlanta Housing Authority (“AHA”) is one such public housing agency that operates a Voucher Program pursuant to an annual contributions

contract with HUD.

19. A tenant “family” participating in the Voucher Program enters into a lease with a landlord (called an “owner” under HUD regulations). *See* 24 C.F.R. § 982.1(a)(2); *see also* 24 C.F.R. § 982.4 (defining “family,” “owner,” and other terms of art in the Voucher Program). Families typically pay 30 to 40 percent of their adjusted monthly income towards the rent and utilities. *See* 42 U.S.C. § 1437a(a)(1); *see also* 24 C.F.R. § 982.508. The lease must include AHA’s approved “lease addendum.” *See* 24 C.F.R. § 982.308(f). “[T]he terms of the [lease] addendum shall prevail over any other provisions of the lease.” 24 C.F.R. § 982.308(f)(2).

20. The lease establishes the initial term of the tenancy and the initial monthly “rent to owner.” *See* 24 C.F.R. § 982.308(d)(3-4); *see also* 24 C.F.R. § 982.4(b) (defining “rent to owner”).

21. Simultaneously with the lease between the family and the owner, the PHA enters into a Housing Choice Rental Assistance Agreement (“HCRA Agreement”) or contract with the owner, whereby the PHA uses the federal funds to make monthly “housing assistance payments” to the owner. *See* 24 C.F.R. § 982.451. These subsidy payments generally cover the balance of the rent for the



premises. *See* 24 C.F.R. § 982.1(a)(3) (explaining that the family may pay more than 30% of its income if the contract rent exceeds the PHA's "payment standard"). The HCRA Agreement must contain certain federal provisions and must have the same term as the lease. *See* 24 C.F.R. § 982.451(a).

22. The sum of the family's share of the rent plus the housing assistance payment equals the "rent to owner." *See* 24 C.F.R. § 982.451(b)(3). The respective portions of the rent to owner for which the family and the PHA are each responsible are determined in accordance with HUD regulations for the Voucher Program. *See* 24 C.F.R. § 982.501 *et seq.* The family is not responsible for any portion of the rent to the owner covered by the housing assistance payment, 24 C.F.R. § 982.451(b)(4)(iii), and the PHA may not use any program funds to pay any portion of the rent to owner covered by the family share, 24 C.F.R. § 982.515(c).

23. An owner may not demand or accept any rent payment from a tenant family in excess of the rent to the owner. 24 C.F.R. § 982.451(b)(4)(ii). If an owner receives any excess rent payment above the rent to owner, the owner must immediately return the excess payment to the tenant. *See* 24 C.F.R. § 982.451(b)(3), (4)(ii).

24. When entering into a HCRA Agreement and Lease Addendum, an owner promises that “the monthly rent required to be paid by the Eligible Household may not exceed the amount approved by AHA and entered on Exhibit A, which equals the monthly Rent to Owner plus the monthly HCRA Payment.” Lease Addendum, ¶ 5(a). Further, an owner must certify that “the owner may not charge or accept, from the Eligible Household any payment for the HCRA unit which exceeds the Rent to Owner...[and] must immediately return any excess payments made by the Eligible Household which exceeds the monthly Rent to Owner” *Id.* at ¶ 6(e), (g).

25. “The Owner and Eligible Household are responsible for the payment of utilities and providing appliances as outlined in Exhibit A,” and all times the owner is responsible for the provision and payment of trash services. HCRA, ¶ 2(a)(3), 5(j); Lease Addendum, ¶ 8(d).

#### STATEMENT OF FACTS

26. On March 30, 2018, Mr. Williams and Lofts at Muses signed a 12-month lease for the rental of a one-bedroom apartment at 50 Peachtree Street, NW, Apartment 705, Atlanta, GA 30303. The rent was \$1,650 per month. The lease expired on March 31, 2019.

27. Around the same time, Lofts at Muses and the Atlanta Housing Authority completed paperwork for the landlord to receive subsidy payments under Mr. Williams's Housing Choice Voucher. Lofts at Muses and AHA signed the HCRA Agreement and HCRA Lease Addendum for Lofts at Muses to receive those subsidy payments on April 1, 2018.

28. On information and belief, the individual who signed the agreements on behalf of Lofts at Muses, Deb Betancourt, was the property manager for the owner's property management company, Aderhold Properties. Because both entities' names appear on the relevant legal documents, this Complaint refers to the former owner and former property management company collectively as Mr. Williams's "landlord."

29. Attached to both the HCRA Agreement and HCRA Lease Addendum was "Exhibit A: HCRA Unit Terms and Conditions." Exhibit A specified the total Rent to Owner (\$1,650) and term of the agreement. It also designated which appliances and utility payments would be the landlord's responsibility and the tenant's responsibility. Payment of the natural gas, electric, water, and sewer were designated as the tenant's responsibility.

30. The owner applied for and received a Leasing Incentive Fee from the

Atlanta Housing Authority. As a condition of receiving that fee, the owner was prohibited from charging Mr. Williams a separate security deposit or other initial leasing fee.

#### *2018 Lease Charges*

31. In the initial lease, the landlord charged a nonrefundable \$700 lease fee.

32. On May 7, 2018, AHA notified Mr. Williams that of the \$1,650 total rent, it would pay the landlord \$1,527 and Mr. Williams would pay the landlord \$123 starting on April 1, 2018.

33. Starting in May 2018, the landlord billed Mr. Williams monthly for water and sewer, as provided under the HCRA Agreement. However, the landlord charged Mr. Williams a higher rate for water and sewer than the actual City of Atlanta watershed fees. Further, the landlord charged the following additional fees in May 2018:

- a. \$5.60 service charge
- b. \$15.00 valet trash
- c. \$5.00 account setup charge (one-time fee)

34. These charges were all mandatory, and Mr. Williams was not able to

opt out of any.

35. During the initial lease and at all times while Mr. Williams lived at the property, he paid electric and gas directly to the utility providers.

36. On information and belief, the landlord continued to charge Mr. Williams fees not allowed under the HCRA Agreement and Lease Addendum in twelve separate billing statements through the remainder of his lease.

37. From April 1, 2018 to March 31, 2019, Mr. Williams paid to the landlord \$2,439.99 in fourteen payments. Based on his \$123 portion of the rent and estimated water usage, he should have owed approximately \$1,956. The landlord made twelve separate demands for side payments and collected approximately \$483.99 more from Mr. Williams than the company should have collected.

38. In March 2019, just before his lease renewal, the landlord began charging Mr. Williams a \$14 "community management fee" but stopped charging the valet trash fee. The community management fee was also prohibited under the HCRA Agreement and Lease Addendum.

#### *2019 Lease Charges*

39. Mr. Williams and the landlord signed a lease renewal on April 1, 2019, that expired on March 31, 2020. According to the lease, the rent was \$1,000

monthly. However, AHA approved a contract rent of \$1,650 for that same year, and the landlord continued to charge Mr. Williams \$1,650 per month in rent. Since AHA approved the higher amount, Mr. Williams does not allege that the additional \$650 charged each month during this period was an illegal side payment.

40. In this renewal, the landlord charged Mr. Williams a \$400 nonrefundable lease fee and a \$400 security deposit, both of which were listed in the lease.

41. On February 27, 2019, AHA sent Mr. Williams a notice that the approved Rent to Owner remained \$1,650, his portion was \$123, and he was still responsible for paying water, sewer, gas, and electric.

42. From April 1, 2019 to March 31, 2020, the landlord issued twelve separate billing statements, each containing demands for mandatory side payments. Mr. Williams paid to the landlord \$3,106.26 in nineteen payments. Based on his \$123 portion of the rent and estimated water usage, he should have owed approximately \$1,776. Thus, the landlord made twelve separate demands for side payments and collected approximately \$1,330.26 more from Mr. Williams than the company should have collected.

43. In May 2019, the landlord began charging Mr. Williams monthly rent

of \$1,700, even though AHA had only approved rent of \$1,650.

44. In October 2019, the landlord added the \$15 valet trash fee back onto Mr. Williams's ledger (and retained the \$14 community management fee).

#### *2020 Lease Charges*

45. Mr. Williams and the landlord signed a lease renewal on April 1, 2020 that expired on March 31, 2021. According to the lease, the rent was \$1,768 monthly. However, AHA never approved a rent increase beyond \$1,650.

46. Neither the AHA payment nor Mr. Williams's rent portion changed in 2020.

47. From April 1, 2020 to March 31, 2021, the landlord issued twelve separate billing statements, each containing demands for mandatory side payments. Mr. Williams paid to the landlord \$4,093.74 in eighteen payments. Based on his \$123 portion of the rent and estimated water usage, he should have owed approximately \$1,956. Thus, the landlord collected approximately \$2,137.74 more from Mr. Williams than the company should have collected.

#### *2021 Lease Charges*

48. Mr. Williams and the landlord signed a lease renewal that was set to begin on April 1, 2021, and expired on March 31, 2022 (the lease was signed on

February 25, 2021). According to the lease, the rent was \$1,802 monthly.

However, AHA never approved a rent increase beyond \$1,650.

49. On March 3, 2021, AHA notified Mr. Williams that its portion of the rent would decrease to \$1,509 and his portion would increase to \$141, effective May 1, 2021. The total rent to owner remained \$1,650.

50. From April 1, 2021 to October 4, 2021, the landlord issued seven separate billing statements, each containing demands for mandatory side payments. Mr. Williams paid to the landlord \$2,624.69 in fifteen payments. Based on his portion of the rent (\$123 for one month and \$141 for 6 months) and estimated water usage, he should have owed approximately \$1,494. Thus, the landlord collected approximately \$1,130.69 more from Mr. Williams than the company should have collected.

51. Around March 2021, Mr. Williams complained to the landlord's employee about the amounts he was being charged in addition to his AHA-approved portion of the rent.

52. On March 29, 2021, the landlord notified Mr. Williams that it was terminating his lease effective June 30, 2021 because AHA would not allow the company to charge the amounts it wanted.



53. Despite that notice, AHA continued to pay Mr. Williams's portion of the rent through October 2021. The landlord continued to charge Mr. Williams more than the AHA-approved portion of rent for the remainder of his tenancy.

54. Mr. Williams moved out of the property in early October 2021.

55. Because Mr. Williams was forced to move during his lease, could not find another place to use his voucher, and spent much of his money in fees to his landlord, he became homeless and remained so until early December 2021.

56. Mr. Williams had to spend money to stay with others temporarily. He had to pay to store his belongings for two months. He was also forced to downsize and gave away many of his personal belongings during this period of homelessness.

57. Defendants' actions, as explained above, showed willful misconduct, malice, fraud, wantonness, oppression, and an entire want of care which would raise the presumption of conscious indifference to consequences.

58. Defendants have acted in bad faith and caused Mr. Williams unnecessary trouble and expense.

COUNT I: VIOLATION OF FALSE CLAIMS ACT, 31 U.S.C. § 3729

59. Plaintiff incorporates by reference all above paragraphs of this

## Complaint.

60. The False Claims Act (“FCA”) provides that any person who “knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval” to the United States Government is liable on each claim “for a civil penalty of not less than [\$12,537] and not more than [\$25,076]. . . plus 3 times the amount of damages which the Government sustains because of the act of that person.” 31 U.S.C. § 3729(a) (adjusted for inflation under 28 C.F.R. § 85.5(a)). Any person who violates the FCA is “liable to the United States Government for the costs of the civil action brought to recover any such penalty or damages.” *Id.*

61. The FCA defines the terms “knowing” and “knowingly” as meaning, with respect to information, that a person “(i) has actual knowledge of the information; (ii) acts in deliberate ignorance of the truth or falsity of the information; or (iii) acts in reckless disregard of the truth or the falsity of the information.” 31 U.S.C. § 3729(b)(1). “No proof of specific intent to defraud” is required. *Id.*

62. The FCA defines a “claim” as “any request or demand, whether under a contract or otherwise, for money or property . . . [that] is made to a contractor,

grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government . . . provides or has provided any portion of the money or property requested or demanded," or if the Government "will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded." 31 U.S.C. § 3729(b)(2).

63. For each month that Defendants accepted the excess payment from Mr. Williams, Defendants also made a claim for the housing assistance payment that the companies received from AHA.

64. Defendants did not have the right to receive these 43 housing assistance payments because they had not complied with all provisions of the Housing Assistance Payments Contract that they had signed. In particular, Defendants knew that the contract rent was \$1,650 per month at all relevant times, and yet they demanded and collected from Mr. Williams excess payments above the contract rent.

65. Defendants knowingly requested and accepted 43 separate housing assistance payments totaling \$65,523 while demanding and receiving additional monthly payments from Mr. Williams above the contract rent.

66. Defendants' acceptance of each of the 43 housing assistance payments from AHA, while having knowingly demanded and collected from Mr. Williams excess payments above the contract rent, constituted a separate false claim or presentation against the United States.

67. Defendants' claims for housing assistance payments from AHA were knowingly false because when the landlord signed the Housing Choice Rental Assistance Agreement, the companies certified that they would not accept any payments for the rental of the premises beyond the contract rent, and the contract informed them that they were not permitted to charge more than the approved contract amount of rent.

68. The United States suffered damages as a result of violations of the False Claims Act because Defendants were not entitled to receive the money that HUD dispersed to AHA for payment of housing assistance payments under the Voucher Program, and such funds would not have been paid to Defendants absent their false claims and false certifications.

69. The United States sustained damages of \$65,523 which is equal to the 43 housing assistance payments made to the Defendants pursuant to the Contract for which Defendants also received additional payments from Mr. Williams above

the contract rent of \$1,650.00, plus water and sewer. *See, e.g., United States ex rel. Carmichael v. Gregory*, 270 F. Supp.3d 67, 72 (D.D.C. 2017); *United States v. Baran*, No. CV 14-02639, 2015 WL 5446833, at \*8 (C.D. Cal. August 28, 2015).

70. Upon information and belief, had the United States known of the falsity of the claims, it would not have paid anything to Defendants.

COUNT II: BREACH OF CONTRACT, O.C.G.A. § 13-6-1, ET SEQ.

71. Plaintiff incorporates by reference all above paragraphs of this Complaint.

72. Mr. Williams's 2018 lease with the landlord did not contemplate that he would be responsible for paying separately for trash. However, he was billed monthly for trash until March 2019.

73. Although Mr. Williams's 2018 lease with the landlord stated that he would be responsible for paying water/sewage, it did not reveal that he would pay a monthly service fee or that he would be charged far more than the actual cost of water/sewage in the City of Atlanta for most of his tenancy.

74. Mr. Williams's 2019 lease with the landlord listed a monthly rent of \$1,000. Even if the proper amount was \$1,650 per month (as approved by AHA), the landlord collected \$1,527 from AHA monthly and charged Mr. Williams

another \$173 for his portion of the rent, for a total of \$1,700, during most of that lease term.

75. Although Mr. Williams's 2019 lease with the landlord stated that he would be responsible for paying water/sewage, it did not reveal that he would pay a monthly service fee or that he would be charged far more than the actual cost of water/sewage in the City of Atlanta for most of his tenancy.

76. Starting in December 2019, the landlord again began charging \$15 per month for valet trash, even though the 2019 lease did not state that trash would be Mr. Williams's responsibility.

77. Although Mr. Williams's 2020 lease with the landlord stated that he would be responsible for paying water/sewage, it did not reveal that he would pay a monthly service fee or that he would be charged far more than the actual cost of water/sewage in the City of Atlanta for most of his tenancy.

78. Although Mr. Williams's 2021 lease with the landlord stated that he would be responsible for paying water/sewage, it did not reveal that he would pay a monthly service fee or that he would be charged far more than the actual cost of water/sewage in the City of Atlanta for most of his tenancy.

79. Mr. Williams's 2021 lease should not have expired until March 31,

2022. The landlord had no legal justification for terminating Mr. Williams's 2021 lease early and is liable to him for damages resulting in the early termination. These damages include actual costs, liquidated damages, emotional damages due to his homelessness, and attorneys' fees.

COUNT III: ILLEGAL WATER BILLING, O.C.G.A. § 12-5-180.1

80. Plaintiff incorporates by reference all above paragraphs of this Complaint.

81. When billing tenants for water and sewer, the landlord is prohibited from overcharging tenants: "The total amount of the charges to the tenants of such a building shall not exceed the total charges paid by the owner or operator for water and waste water service for such building plus a reasonable fee for establishing, servicing, and billing for water and waste-water service." O.C.G.A. § 12-5-180.1(b). Further, the landlord must disclose the terms of the charges to tenants before they sign the lease. *Id.*

82. Throughout Mr. Williams's tenancy, the landlord failed to disclose the terms of the charges and charged him far more than the actual cost of providing water and sewer services.

83. As a result of the Defendants' acts, Mr. Williams suffered actual

damages when he overpaid for water and sewer.

COUNT IV: BREACH OF GEORGIA SECURITY DEPOSIT ACT,  
O.C.G.A. § 44-7-30, ET SEQ.

84. Plaintiff incorporates by reference all above paragraphs of this Complaint.

85. Over thirty days have passed since Mr. Williams vacated the unit. Defendants have failed to return his security deposit and have failed to provide a comprehensive accounting of the deductions, in violation of O.C.G.A § 44-7-34.

86. Defendants are liable in the amount of three times the security deposit, plus damages and attorneys' fees under O.C.G.A § 44-7-35(c).

COUNT V: UNJUST ENRICHMENT

87. Plaintiff incorporates by reference all above paragraphs of this Complaint.

88. The landlord was unjustly enriched by its act of overcharging Mr. Williams for rent and other fees while collecting regular monthly payments from AHA through the Section 8 voucher program.

89. The landlord was unjustly enriched by collecting nonrefundable lease fees and a security deposit from Mr. Williams after collecting the Leasing



Incentive Fee and certifying that it would not charge Mr. Williams these fees.

90. Mr. Williams suffered damages as a result of these acts. Defendants should be ordered to return all extra charges to Mr. Williams.

COUNT VI: BREACH OF FAIR BUSINESS PRACTICES ACT (FBPA),  
O.C.G.A. § 10-1-390, ET SEQ.

91. Plaintiff incorporates by reference all above paragraphs of this Complaint.

92. The FBPA prohibits businesses from engaging in unfair or deceptive acts or practices.

93. The Defendants committed unfair and/or deceptive acts when the landlord charged Mr. Williams fees that were not contemplated by the Housing Assistance Payments contract or allowed under the rules of the Housing Choice Voucher Program.

94. The Defendants committed unfair and/or deceptive acts when the landlord terminated Mr. Williams's lease early after AHA discovered the fraud and told the landlord it must stop charging illegal fees.

95. The Defendants committed unfair and/or deceptive acts when the landlord presented water and sewer bills that appeared to tie Mr. Williams's

charges to actual usage but were in fact grossly inflated bills that far exceeded the amount the landlord paid to the City of Atlanta for these services.

96. The Defendants committed intentional violations of the FBPA.

97. Mr. Williams suffered damages as a result of these acts. Defendants are liable to Mr. Williams for general damages, exemplary damages, court costs, and attorney's fees. O.C.G.A. § 10-1-399.

**COUNT VII: BREACH OF UNFAIR OR DECEPTIVE PRACTICES TOWARD  
THE ELDERLY ACT (UDPTEA), O.C.G.A. § 10-1-851**

98. Plaintiff incorporates by reference all above paragraphs of this Complaint.

99. A Defendant who commits unfair and/or deceptive acts or practices against a person who is elderly or disabled is liable for an additional civil penalty of up to \$10,000.

100. Mr. Williams is an individual with a disability and seeks the additional civil penalty of \$10,000.

**PRAYER FOR RELIEF**

**THEREFORE**, Plaintiffs United States of America *ex rel.* Matthew Williams and Matthew Williams in his individual capacity respectfully request the

following relief:

- A. Find that Defendants violated the False Claims Act and are liable to the United States of America;
- B. Assess a civil penalty against Defendants for 43 separate violations of the False Claims Act, pursuant to 31 U.S.C. § 3729(a), in the amount of not less than \$12,537 and not more than \$25,076 per violation (adjusted for inflation by 28 C.F.R. § 85.5(a));
- C. Award the United States of America, pursuant to 31 U.S.C. § 3729(a), three times the \$65,523 in damages it sustained as a result of Defendants' acts, or \$196,569.00;
- D. Award Mr. Williams the relator-plaintiff's share of the proceeds of the action or the settlement of the claim pursuant to 31 U.S.C. § 3730(d);
- E. Award attorneys' fees, expenses, and costs to the plaintiff pursuant to 31 U.S.C. § 3730(d);
- F. Enter a judgment against Defendants on each of Mr. Williams state law claims and award Mr. Williams damages, costs, and attorneys' fees;
- G. Award Mr. Williams punitive damages under O.C.G.A. § 51-12-5.1;
- H. Award Mr. Williams attorneys' fees under O.C.G.A. § 13-6-11;

I. Issue a declaratory judgment that Defendants' conduct in charging fees and rent beyond what is allowed by the Section 8 program and the water billing statute are unfair and deceptive practices under the FBPA and UDPTEA; and

J. Grant the Plaintiffs other relief as the court deems proper.

Respectfully submitted this 2nd day of September, 2022.

/s/ Lindsey M. Siegel

Lindsey M. Siegel  
Georgia Bar No. 730072  
Lindsey A. Anderson  
Georgia Bar No. 453201  
Charles R. Bliss  
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*Pro Hac Vice* application to be submitted

Attorneys for Plaintiff-Relator

**CERTIFICATE OF COMPLIANCE**

The undersigned counsel certifies that the foregoing has been prepared in Times New Roman (14 point) font, as approved by the Court in L.R. 5.1.B.

/s/Lindsey M. Siegel

Lindsey M. Siegel

Georgia Bar No. 730072

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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA EX REL.  
MATTHEW WILLIAMS,

PLAINTIFF-RELATOR,

*v.*

MUSES PARTNERS, LLC; ADERHOLD  
PROPERTIES, INC.; AND CORO MUSE TIC,  
LLC,

DEFENDANTS.

Civil Action No.

1:22-cv-03561-AT

**FILED EX PARTE and  
UNDER SEAL**

**ORDER**


The United States, having declined to intervene in this *qui tam* action pursuant to the False Claims Act, 31 U.S.C. § 3730(b)(4)(B),

**IT IS HEREBY ORDERED THAT:**

1. The Relator's Complaint, this Order, and the United States' Notice of Election to Decline Intervention be unsealed and served upon the Defendants by the Relator.
2. All other documents filed by the United States shall remain under seal unless further ordered by the Court.
3. The seal be lifted as to all other matters occurring in this action after the date of this Order.

4. The parties shall serve all pleadings and motions filed in this action, including supporting memoranda, upon the United States, as provided for in 31 U.S.C. § 3730(c)(3). The United States may order any deposition transcripts and is entitled to intervene in this action, for good cause, at any time.
5. The parties shall serve all notices of appeal upon the United States.
6. All orders of this Court for this action shall be sent to the United States.
7. Should the Relator or Defendants propose that this action be dismissed, settled, or otherwise discontinued, the Court will solicit the written consent of the United States before ruling or granting its approval.

IT IS SO ORDERED, this 12th day of November, 2024.

  
AMY TOTENBERG  
UNITED STATES DISTRICT JUDGE

Presented By:

Melanie D. Hendry  
Assistant U.S. Attorney



UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA EX REL.  
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FILED *EX PARTE* and  
UNDER SEAL

**UNITED STATES' NOTICE OF ELECTION TO DECLINE INTERVENTION**

Pursuant to the False Claims Act, 31 U.S.C. § 3730(b)(4)(B), the United States notifies the Court of its decision to decline intervention in this *qui tam* action. Although the United States declines to intervene, it respectfully refers the Court to 31 U.S.C. § 3730(b)(1), which allows the Relator to maintain the action in the name of the United States; providing, however, that the action may only be dismissed if the Court and the United States Attorney General give written consent to the dismissal. *Id.* Therefore, the United States requests that, should either the Relator or any of the Defendants propose that this action be dismissed, settled, or

otherwise discontinued, this Court solicit the written consent of the United States before ruling or granting its approval.

Furthermore, pursuant to 31 U.S.C. § 3730(c)(3), the United States requests that all pleadings filed in this action be served upon counsel of record. The United States also requests that orders issued by the Court for this action be sent to the counsel of record. The United States reserves its right to order any deposition transcripts, to intervene in this action for good cause at a later date, and to seek the dismissal of the Relator's action or claim(s) on any appropriate grounds. The United States also requests that it be served with all notices of appeal.

Finally, the United States requests that the Relator's Complaint, this Notice, and the attached proposed Order be unsealed. The United States requests that all other papers, including any motions or memoranda relating to the Government's investigation, remain under seal as that information was provided *in camera* for the limited purpose of demonstrating to the Court that good cause existed to

extend the seal and period during which the United States could notify the Court of its decision on intervention. A proposed Order accompanies this Notice.

Respectfully submitted this 7th day of November, 2024.

Respectfully submitted,

RYAN K. BUCHANAN  
*United States Attorney*

/s/ Melanie D. Hendry

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UNITED STATES DISTRICT COURT  
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1:22-cv-03561-AT

**FILED EX PARTE and  
UNDER SEAL**

**CERTIFICATE OF SERVICE**

I hereby certify that the United States' Notice of Election to Decline Intervention  
and proposed Order were served by email on the following counsel for the Relator:

Charles R. Bliss ([crbliss@atlantalegalaid.org](mailto:crbliss@atlantalegalaid.org))  
Atlanta Legal Aid Society, Inc.  
54 Ellis Street, NE  
Atlanta, GA 30303

Eric Dunn ([edunn@nhlp.org](mailto:edunn@nhlp.org))  
National Housing Law Project  
919 E. Main Street  
Richmond, VA 23219

This 7th day of November, 2024.

/s/Melanie D. Hendry  
Assistant U.S. Attorney

**THESE DOCUMENTS HAVE NOT BEEN SERVED ON THE DEFENDANTS  
BECAUSE THIS CASE REMAINS UNDER SEAL**