

CONSUMER PROTECTION DIVISION,  
OFFICE OF THE ATTORNEY GENERAL,

Proponent,

v.

786 PROPERTY MANAGEMENT, INC. T/A  
REAL PROPERTY MANAGEMENT CAPITAL,  
*et al.*,

Respondents.

\* IN THE  
\* CONSUMER PROTECTION  
\* DIVISION OF THE  
\* OFFICE OF THE  
\* ATTORNEY GENERAL  
\*  
\*

\* \* \* \* \*

### **ASSURANCE OF DISCONTINUANCE**

This Assurance of Discontinuance is being entered into between the Office of the Attorney General, Consumer Protection Division (the “Division”), 786 Property Management Inc., trading as Real Property Management Capital, and Suleman Hooda (hereinafter referred to collectively as “Respondents”). The Division and Respondents agree as follows:

#### **The Parties**

1. The Division is responsible for enforcement of Maryland consumer protection laws, including the Consumer Protection Act (“CPA”), Md. Code Ann., Com. Law §§ 13-101 through 13-501.

2. Respondent 786 Property Management Inc., trading as Real Property Management Capital (“Real Property Management Capital” or “RPMC”) is a Maryland corporation with its principal office in Rockville, Maryland. 786 Property Management Inc. first registered with the Maryland State Department of Assessments and Taxation (“SDAT”) on June 25, 2009, and registered the trade name “Real Property Management Capital” with SDAT on March 27, 2019.

3. Respondent Suleman Hooda currently resides in Virginia, and at all times relevant hereto, operated Real Property Management Capital in Maryland.

4. Respondent Hooda is the owner and an officer of Respondent Real Property Management Capital, and at all times relevant hereto, had authority to control the trade practices of Respondent Real Property Management Capital.

5. Since June 2009, Respondents directly, or through their agents, servants, or employees, have engaged in the business of managing residential real estate in Maryland, including, but not limited to, offering and leasing residential real estate in Maryland to consumers on behalf of residential property owners.

#### **Definitions**

6. For purposes of this Assurance, the following definitions shall apply:

- a) the term “application fee” shall have the same meaning as referenced in Md. Code Ann., Real Prop. § 8-213, and shall include the administrative move-in fees and lease renewal fees the Respondents charged consumers for units in residential properties that contain more than four units; and
- b) the term “rent” shall mean the monthly or other periodic sum paid by a consumer for the use or occupancy of a residential rental property.

#### **Application**

7. The provisions of this Assurance shall apply to Real Property Management Capital, its affiliates, and any other business that Respondent Real Property Management Capital owns or operates, regardless of the alias or trade name used by the corporate Respondent, and/or its owners, employees, agents, successors, assignees, and all other persons acting in concert or in participation with Real Property Management Capital.

8. The provisions of this Assurance shall further apply to Respondent Hooda, and any partnership, corporation, or entity in which he, individually or jointly, currently or in the future, directly or indirectly, has any ownership interest and right to control, or for which he establishes policy or has the authority to establish policy.

### **Alleged Violations**

#### **A. Application Fee Law**

9. Md. Code Ann., Real Property § 8-213 (the “Application Fee Law”) permits a landlord to collect a fee from a prospective tenant upon the signing of an application to lease a residential property, but if an application fee is collected from a prospective tenant that exceeds \$25.00, the landlord may only retain the amount of the fee equal to amounts actually expended for a credit check or other expenses directly arising out of the application. The Respondents offered and leased both single family homes, for which the Application Fee Law would not apply, and multiple unit residential dwellings with more than four units to which the Application Fee Law does apply.

10. The Application Fee Law also requires a lease application for multiple unit residential dwellings with more than four units to contain a statement of the tenant’s rights and liabilities upon signing the lease application and explains that the landlord for multiple unit residential dwellings with more than four units cannot retain an application fee that exceeds \$25.00 or the landlord’s actual costs arising out of a credit check or the amount expended on behalf of the tenant making the application.

11. The Respondents violated § 8-213(b)(1)(i) of the Application Fee Law each time they collected application fees for multiple unit residential dwellings with more than four units, including, but not limited to, administrative fees and lease renewals fees, in connection with

residential lease applications at their multiple unit residential dwellings, in excess of \$25.00 and retained amounts not actually expended for a credit check or other expenses directly arising out of the application.

12. The Respondents also violated § 8-213(a) of the Application Fee Law for multiple unit residential dwellings with more than four units by not including in their applications the required notice informing consumers of their rights and liabilities upon signing a lease application.

B. Security Deposit Law

13. Md. Code Ann., Real Property § 8-203 (the “Security Deposit Law”) permits a landlord to collect a payment of money from a residential tenant as a security deposit.

14. The Security Deposit Law requires security deposits to be maintained in an interest-bearing bank account that is devoted exclusively to security deposits, or in insured certificates of deposit at branches of federally insured financial institutions, located in Maryland, or in securities issued by the federal government or the State of Maryland.

15. The Security Deposit Law permits a landlord, at the conclusion of a tenancy, to deduct from a security deposit amounts for nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings beyond ordinary wear and tear.

16. The Security Deposit Law also requires, within 45 days after the conclusion of the tenancy, that a landlord return the security deposit less any lawful deductions, together with interest to consumers.

17. The Respondents violated the Security Deposit Law each time they failed to maintain consumer security deposits in interest bearing accounts, in insured certificates of deposit,

or with securities issued by the federal government or the State of Maryland, as required by Real Property § 8-203(d).

18. The Respondents also violated the Security Deposit Law by failing to include interest when returning security deposits to consumers.

19. The Respondents further violated the Security Deposit Law each time they charged, deducted, collected, or required consumers at the conclusion of a tenancy to pay for routine maintenance (including, but not limited to, replacing batteries in smoke alarms and changing light bulbs), professional carpet cleaning and/or professional extermination of the rental units regardless of the actual condition of the rental units.

C. Late Fee Law

20. Md. Code Ann., Real Property § 8-208(d)(3)(i) (the “Late Fee Law”) prohibits a landlord from collecting a fee for the late payment of rent in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent.

21. The Respondents violated the Late Fee Law each time they charged and collected from consumers fees for late payment of rent including, but not limited to, 3 Day Pay or Quit notice fees, in addition to charging and collecting late fees equal to 5% of the monthly rent.

D. Court Appearance Fees

22. The Respondents’ leases require consumers to pay a \$250.00 court appearance fee if a consumer causes a court action *and* the court awards judgment in the landlord’s favor.

23. The Respondents, contrary to their leases, charged consumers court appearance fees in the absence of a judgment awarded by a court.

E. Unlawful Debt Collection Practices

24. Md. Code Ann., Business Regulation § 7-101(d)(1) (the “Maryland Collection Agency Licensing Act”, or “MCALA) requires a collection agency to obtain and maintain a debt collection license issued by the Maryland Commissioner of Financial Regulation.

25. Property management companies, such as the Respondents, that receive and forward rent and other payments to property owners are collection agencies within the meaning of MCALA.

26. The Respondents regularly collect rent and other payments from consumers on behalf of their property owner clients without having obtained the required debt collection agency license.

F. Consumer Debt Collection Act

27. Md. Code Ann., Com. Law §§ 14-201 through 14-204 (the “Consumer Debt Collection Act” or “CDCA”) prohibits persons from collecting or attempting to collect consumer debts that they know are not owed.

28. The Respondents collected debts with knowledge the right did not exist and therefore violated § 14-202(8) of the CDCA when they collected debts without the required collection agency license.

G. Unfair and Deceptive Trade Practices

29. The Respondents made representations that had the capacity, tendency, or effect of misleading consumers in violation of § 13-301(1) of the CPA when they collected improper application fees, violated the Security Deposit Law, charged excessive late fees, collected improper court appearance fees, and collected debts without the required license.

30. The Respondents made representations that had the capacity, tendency, or effect of misleading consumers in violation of § 13-301(2) of the CPA when they represented to consumers that they could lawfully collect debts, when in fact they failed to obtain the required license.

31. The Respondents failed to disclose facts that were material to consumers, the omission of which deceived or tended to deceive consumers, in violation of § 13-301(3) of the CPA when they failed to include the notice required under the Application Fee Law and failed to inform consumers that they lacked the required collection agency license.

32. A violation of the Consumer Debt Collection Act is a *per se* violation of the CPA pursuant to § 13-301(14)(iii).

33. The Respondents' conduct substantially injured consumers in a manner that consumers could not reasonably avoid, and that did not benefit the marketplace, and therefore also constituted unfair trade practices in violation of the CPA.

#### **Cease and Desist Provisions**

While Respondents dispute certain of the allegations herein, the Respondents agree to the Cease-and-Desist provisions outlined below for purposes of resolving the disputes concerning the above allegations.

34. The Respondents shall cease and desist from engaging in any unfair or deceptive trade practices in violation of the Consumer Protection Act.

35. The Respondents shall not make any express or implied representations that have the capacity, tendency, or effect of deceiving or misleading consumers in connection with the offer or sale of consumer goods or services.

36. The Respondents shall inform consumers of all material facts, the omission of which would deceive or tend to deceive consumers, in connection with the offer or sale of consumer goods or services.

37. The Respondents shall not charge consumers any non-refundable application fees that exceed \$25.00 in connection with residential lease applications for multiple unit residential dwellings with more than four units unless the Respondents return to consumers any portion of the application fee that does not constitute an expense arising out of the processing of the consumer's lease application.

38. The Respondents shall not collect any fee in excess of \$25.00, other than a security deposit, in connection with a lease application for multiple unit residential dwellings with more than four units unless the Respondents maintain documentation of their expenses arising out of the processing of the lease application, including the amount expended and the third-party to whom the payment was made.

39. The Respondents shall collect, hold, and return security deposits with interest consistent with the requirements of the Maryland Security Deposit Law, Md. Code Ann., Real Prop. §§ 8-203 and 8-203.1.

40. To the extent the Respondents withhold or deduct any amounts from a consumer's security deposit for damage to the leased premises, common areas, major appliances, and furnishings owned by the landlord, such withholdings or deductions shall be made only for actual damage caused by the tenant or the tenant's family, agents, employees, guests, or invitees in excess of ordinary wear and tear.



41. The Respondents shall not withhold or deduct any amounts from a consumer's security deposit for routine maintenance that constitutes ordinary wear and tear such as caulking bathtubs and sinks, replacing HVAC filters, and replacing batteries and lightbulbs.

42. The Respondents shall not require consumers—in their leases or otherwise—to professionally clean or exterminate the leased premises unless necessary to remedy damage beyond ordinary wear and tear caused by the tenant or the tenant's family, agents, employees, guests, or invitees.

43. The Respondents shall not charge or collect any fees from consumers to professionally clean or exterminate the leased realty unless the fee is charged to remedy damage beyond ordinary wear and tear.

44. The Respondents shall not charge a consumer who is delinquent in the payment of rent a late fee in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent. For purposes of this paragraph, the Respondents shall not charge consumers any Pay or Quit notice fees in addition to any 5% late fee.

45. The Respondents shall not misrepresent their ability to charge and collect court costs, court appearance fees, or court administration fees from consumers.

46. The Respondents shall not collect court costs, court appearance fees, or court administration fees from consumers that the Respondents do not incur.

47. The Respondents shall not collect any consumer debts unless they hold a valid and current license as a collection agency pursuant to the Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. §§ 7-101 through 7-502.

48. The Respondents shall not collect debts that they know or reasonably should know are not owed by consumers.

### **Restitution and Civil Penalties**

49. The Respondents shall pay the Division restitution equal to the following amounts the Respondents collected from consumers within the last five (5) years, less any portion of the amounts already refunded to consumers or credited to tenants: (a) all amounts in excess of \$25.00 that they received from consumers for application fees for multiple unit residential dwellings with more than four units; (b) all interest that should have accrued on consumers' security deposits pursuant to Real Property § 8-203; (c) all amounts that the Respondents deducted from consumers' security deposits for damages that constituted ordinary wear and tear, including but not limited to routine maintenance expenses; (d) all fees charged to consumers in connection with any delinquent rental payment, including 3 Day Pay or Quit notice fees, that exceed 5% of the rental payment; and, (e) all court administration fees collected by the Respondents without first obtaining a judgment (collectively referred to as the "Restitution Amount"). A schedule setting forth the currently known liquidated Restitution Amount is set forth as Exhibit A. The Respondents agree to pay the Division, no later than eighteen (18) months after this Assurance is executed, the Restitution Amount as identified in Exhibit A, and any additional restitution due in categories 49(a) thru 49(e) above subsequently identified in the claims process that were omitted from Exhibit A.

50. Consumers shall be entitled to receive restitution of the amounts that they were charged or that were improperly withheld from them that comprise the Restitution Amount.

51. Within sixty (60) days of the date of this Assurance, the Respondents shall make available to the Division the following information for each consumer who paid the Respondents an amount included in the Restitution Amount (the "Consumer List"). For each consumer whose name is contained on the Consumer List, the Respondents shall provide the following information in the form of an Excel spreadsheet, with each item below contained in a separate field:

- (a) the consumer's first name;
- (b) the consumer's last name;
- (c) the consumer's mailing address(es);
- (d) the consumer's telephone number(s);
- (e) the consumer's email address(es);
- (f) the consumer's Social Security number;
- (g) all amounts in excess of \$25.00 that the Respondents received from the consumer for application fees that were not either credited toward a security deposit or refunded;
- (h) all interest that should have accrued on the consumer's security deposits consistent with Real Property § 8-203;
- (i) all amounts that the Respondents deducted from the consumer's security deposits for damages that constituted ordinary wear and tear, including but not limited to routine maintenance expenses;
- (j) all fees Respondents charged to the consumer in connection with any delinquent rental payment, including 3 Day Pay or Quit notice fees, that exceed the amount permitted by Real Property § 8-208(d)(3)(i);
- (k) all court administration fees the Respondents collected without first obtaining a judgment; and
- (l) any amount that would fall under 49(a) through (e) that was refunded or credited to the consumer on behalf of the Respondents.

Notwithstanding the foregoing, to the extent that any of the information in Items (d), (e) and (f) above is no longer available in the recordkeeping system maintained by the Respondents, the Respondents shall have no duty to provide such unavailable information and, therefore, shall not be in breach of the foregoing obligation as it relates to such information.

52. The Respondents shall perform a claims process to both identify consumers entitled to relief under the terms of this Assurance and to pay restitution to such consumers. The Division will permit the Respondents to distribute restitution owed to the Division under this Assurance directly to consumers and the Respondents shall be responsible for the costs of the claims procedure. The claims procedure required under this paragraph shall be concluded no later than eighteen (18) months from the date of this Assurance.

53. Within ninety (90) days from the date of this Assurance, the Respondents shall pay restitution to consumers who are current tenants in a property managed by the Respondents

(“Current Tenants”) by providing the Current Tenants with a credit to their account equal to the amount of restitution they are entitled to under this Assurance. If, at the conclusion of any Current Tenant’s tenancy, any amount of the credit provided under this paragraph remains in the Current Tenant’s account, such credit amount shall be paid to the Current Tenant along with any security deposit (including accrued interest), less lawful deductions, within forty-five (45) days of the termination of their tenancy.

54. At the same time the Respondents make a restitution payment to a Current Tenant they shall deliver to the Current Tenant the Claims Letter attached hereto as Exhibit B.

55. For consumers who are entitled to restitution under this Assurance but are no longer tenants in any of the Respondents’ properties (“Former Tenants”), the Respondents shall pay such consumers their restitution amounts no later than one (1) year from the date of this Assurance.

56. Within ninety (90) days from the date of this Assurance, the Respondents shall deposit One Hundred Thousand Dollars (\$100,000.00) into a bank account that shall be used to make payments to Former Tenants (the “Restitution Account”). The Restitution Account shall be an escrow bank account established exclusively for the purpose of distributing restitution pursuant to the claims procedure outlined herein. The financial institution in which the Restitution Account is established shall be a Maryland-chartered or nationally-chartered bank located in Maryland.

57. While Respondents initially shall be required under paragraph 56 to deposit \$100,000 into the Restitution Account, they shall also be obligated to make such additional payments into the Restitution Account prior to one year from the date of this Assurance to pay off the balance of monies due Former Tenants in accordance with paragraph 55 and Schedule A.

58. The Respondents shall give the Division complete access to all records, data, and personnel reasonably necessary for the identification and payment of claims under this Assurance, for oversight purposes, including bank statements issued in connection with the Restitution Account.

59. Within ninety (90) days from the date of this Assurance, the Respondents shall commence paying restitution to Former Tenants by sending the consumers the required restitution amount as well as the Claims Letter attached hereto as Exhibit C to the Former Tenant's last known address.

60. If the Respondents mail the Claims Letter attached hereto as Exhibit C to a Former Tenant and it is returned as undeliverable, the Respondents shall resend the Claims Letter to the Former Tenant by using (a) a current address for the Former Tenant obtained through a Global Address Verification service (such as the United States Postal Service National Change of Address Database or Melissa, Inc.) and agreed to by the Division, or (b) an address that is provided by the Division at any time during the claims procedure.

61. During the claims procedure outlined herein the Respondents shall submit a compliance certificate, sworn under the penalty of perjury, commencing six (6) months from the date of this Assurance, and at least two more times following six-month intervals thereafter, to report on the status of each payment made to a Current or Former Tenant for the prior six-month period. The certificate required under this paragraph shall include the Consumer List required under paragraph 51 along with the following additional fields:

- (a) the amount of the payment;
- (b) whether the payment was made in the form of a credit or affirmative payment; and
- (c) for affirmative payments, whether the check (i) was cashed, (ii) was returned, or (iii) otherwise did not clear the Restitution Account.

The certificate shall be submitted to the Agency within thirty (30) days of each payment.

62. On the same date that the Respondents provide the Division with their third and final compliance certificate required by paragraph 61, the Respondents shall pay to the Division any part of the Restitution Amount to be paid by the Respondents under this Assurance that has not been distributed to consumers which may, at the discretion of the Attorney General, be (a) held in trust for consumers by the State or (b) used in accordance with State law, for consumer education or other purposes permitted by State law.

63. If there are insufficient funds to cover full restitution and civil penalties due hereunder, the funds received shall be credited first toward restitution, and then to civil penalties only after all restitution claims are satisfied.

64. If there are insufficient funds collected to provide full restitution to each eligible consumer, restitution shall be distributed to consumers on a *pro rata* basis.

#### **Civil Penalty**

65. The Respondents shall be liable for a civil penalty in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Within one year of the date of this Assurance, the Respondents shall pay the Division Fifty Thousand Dollars (\$50,000.00) in civil penalties. If the Respondents remain in compliance with all the terms of this Assurance, the remaining Two-Hundred Thousand Dollars (\$200,000.00) in civil penalties will be waived. If the Respondents fail to meet any of the deadlines in connection with the payment of the penalty and restitution provisions or any other terms that are contained in this Assurance Agreement, the Division shall provide the Respondents with written notice of the alleged default and shall provide the Respondents with thirty (30) days to cure any such alleged default prior to declaring a formal default and proceeding with any enforcement action against the Respondents, including seeking

the full amount of the \$250,000 penalty required under this paragraph, less any penalty payment they have already made to the Division.

66. The Respondents are jointly and severally liable for all payments due hereunder.

**Release**

67. Following full payment of all restitution and civil penalties due hereunder, the Division hereby releases the Respondents from any further liability under the Consumer Protection Act and the Consumer Debt Collection Act for the conduct alleged herein that occurred prior to the execution of this Assurance.

**Notice**

68. Whenever notice is required under this Assurance, notice shall be provided in writing.

Notice to the Division shall be directed to:

Philip D. Ziperman  
Deputy Counsel  
Consumer Protection Division  
200 St. Paul Place  
16<sup>th</sup> Floor  
Baltimore, MD 21202  
(410) 576-6417  
[pziperman@oag.state.md.us](mailto:pziperman@oag.state.md.us)

and

Chief  
Consumer Protection Division  
200 St. Paul Place  
16<sup>th</sup> Floor  
Baltimore, MD 21202  
[consumer@oag.state.md.us](mailto:consumer@oag.state.md.us)

Notice to Respondents shall be directed to:

Suleman Hooda  
Real Property Management Capital  
7361 Calhoun Place  
Suite 565  
Rockville, MD 20855  
[hooda.suleman@gmail.com](mailto:hooda.suleman@gmail.com)

With a copy to:

Richard Kremen Esquire  
DLA Piper LLP (US)  
650 S. Exeter Street  
Suite 1100  
Baltimore, MD 21202  
(410) 580-4191  
[Richard.Kremen@us.dlapiper.com](mailto:Richard.Kremen@us.dlapiper.com)

Any party may change its designated notice recipients by written notice to the other parties.

#### **Disputes**

69. The Chief of the Consumer Protection Division or his or her designee shall resolve any disputes that arise concerning this Assurance and may enter any supplemental orders needed to effectuate its purpose.

#### **Enforcement**

70. The Respondents understand that this Assurance is enforceable by the Consumer Protection Division pursuant to the Consumer Protection Act and that any violation of this Assurance is a violation of the Consumer Protection Act.

71. The Respondents agree that any violation of this Assurance shall be subject to the higher penalty amount provided by Md. Code Ann., Com. Law § 13-410.

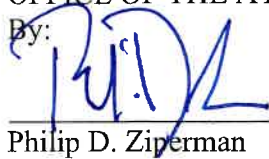
{Signatures on next page}



AGREED AS TO FORM AND SUBSTANCE,

CONSUMER PROTECTION DIVISION,  
OFFICE OF THE ATTORNEY GENERAL

By:

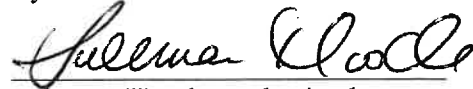


Philip D. Ziperman  
Assistant Attorney General

August 31, 2023

786 Property Management Inc., t/a  
Real Property Management Capital

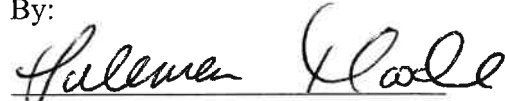
By:



Suleman Hooda, authorized  
corporate designee

Suleman Hooda

By:



Suleman Hooda, individually

# **EXHIBIT A**

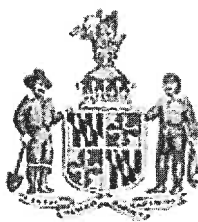
	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>
<b>Tenant Court Admin Fee</b>	\$0.00	\$1,000.00	\$250.00	\$250.00	\$0.00
<b>Tenant Pay or Quit Notice</b>	\$21,725.59	\$17,229.58	\$17,402.82	\$23,428.84	\$25,234.90
<b>Tenant Lease Renewal Fee (5+ units)</b>	\$200.00	\$400.00	\$0.00	\$0.00	\$0.00
<b>Security Deposit Interest</b>	\$6,537.37	\$7,128.64	\$7,252.11	\$9,002.72	\$7,782.10
<b>Security Deposit Deductions</b>	\$673.00	\$702.00	\$726.00	\$761.24	\$1,272.65
<b>Totals</b>	<u>\$29,135.96</u>	<u>\$26,460.22</u>	<u>\$25,630.93</u>	<u>\$33,442.80</u>	<u>\$34,289.65</u>
 <b>5 year Total</b>	 <u><b>\$148,959.56</b></u>				

# **EXHIBIT B**

ANTHONY G. BROWN  
*Attorney General*

CANDACE McLAREN LANHAM  
*Chief of Staff*

CAROLYN QUATTROCKI  
*Deputy Attorney General*



WILLIAM D. GRUHN  
*Chief*  
Consumer Protection Division

Writer's Fax No.

STATE OF MARYLAND  
**OFFICE OF THE ATTORNEY GENERAL**  
**CONSUMER PROTECTION DIVISION**

Writer's Direct Dial No.

<Date>

[CURRENT TENANT]

<Consumer Name>

<Consumer Address>

Re: **Notice of Settlement- Restitution Credit Applied**  
*In re: Real Property Management Capital, et al.*

Dear <Consumer>,

The Office of the Attorney General of Maryland, Consumer Protection Division ("Division") and 786 Property Management, Inc. t/a Real Property Management Capital, along with Suleman Hooda (collectively, "RPMC") has reached a settlement in connection with the Division's allegations that RPMC violated the Maryland Consumer Protection Act.

As a result of this settlement, as a current tenant of a property managed by RPMC you are entitled to a refund in the amount of \$ \_\_\_\_\_. This amount will be paid to you as a credit in your rental account with RPMC and, as a result, your next rental payment shall be reduced to \$ \_\_\_\_\_. This refund amount reflects the total of any of the following fees that my Office contends you were improperly charged by RPMC:

- (1) excessive application fee and lease renewal fees;
- (2) excessive late fees, often in the form of Pay or Quit notice fees; and/or
- (3) court appearance fees charged to consumers without a court order.

Be sure to promptly log-in to [portal] to confirm the amount of your next rental payment given this credit.

If you have any questions or concerns, you may contact [Investigator] in the Consumer Protection Division at (410) XXX-XXXX.

Regards,

Anthony G. Brown  
Attorney General

# **EXHIBIT C**

**ANTHONY G. BROWN**  
*Attorney General*

**CANDACE McLAREN LANHAM**  
*Chief of Staff*

**CAROLYN QUATTROCKI**  
*Deputy Attorney General*



**WILLIAM D. GRUHN**  
*Chief*  
Consumer Protection Division

**STATE OF MARYLAND**  
**OFFICE OF THE ATTORNEY GENERAL**  
**CONSUMER PROTECTION DIVISION**

Writer's Fax No.

Writer's Direct Dial No.

<<Date>

**[FORMER TENANT]**

<Consumer Name>

<Consumer Address>

Re: **Notice of Settlement- Restitution Enclosed**  
*In re: Real Property Management Capital, et al.*

Dear <Consumer>,

The Office of the Attorney General of Maryland, Consumer Protection Division ("Division") and 786 Property Management, Inc. t/a Real Property Management Capital, along with Suleman Hooda (collectively, "RPMC") has reached a settlement in connection with the Division's allegations that RPMC violated the Maryland Consumer Protection Act. As a result of this settlement, enclosed is a refund check in the amount of \$ \_\_\_\_.

This refund amount reflects the total of any of the following fees that my Office contends you were improperly charged by RPMC:

- (1) excessive application fees and lease renewal fees;
- (2) excessive late fees, often in the form of Pay or Quit notice fees;
- (3) court appearance fees charged to consumers without a court order;
- (4) security deposit deductions for routine maintenance; and/or
- (5) interest accrued on consumers' security deposits, as required by law.

To ensure an efficient refund process, kindly deposit this check within thirty (30) days.

If you have any questions or concerns, you may contact [Investigator] in the Consumer Protection Division at (410) XXX-XXXX.

Regards,

**Anthony G. Brown**  
Attorney General