

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

Paul Moore,

*on his own behalf and on
behalf of all others similarly
situated,*

Plaintiff,

v.

RealPage Utility Management,
Inc.,

Defendant.

Case No. 20-cv-927-PWG

JURY TRIAL DEMANDED

First Amended Class Action Complaint and Demand for Jury Trial

Introduction

1. Plaintiff Paul Moore (“Plaintiff” or “Mr. Moore”), on behalf of himself and all others similarly situated, sues Defendant RealPage Utility Management, Inc. (“RealPage”) on a class-action basis.
2. Defendant RealPage is a subsidiary of RealPage, Inc., a multinational corporation traded on the NASDAQ that contracts to provide property management services and technology for multifamily housing landlords.
3. RealPage is engaged in the business of acting as a collection agency for residential landlords in Maryland, and contracts to directly and indirectly assist third-party landlords to collect utility charges.
4. RealPage billed the Plaintiff and Class members for utility charges

purportedly owed to their landlords. RealPage even billed them a fee – denominated as an “Administrative Service Fee” – to pay RealPage for billing them.

5. But RealPage does not have a license to act as a collection agency in Maryland, which is required by the Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. §§ 7-101 *et seq* (“MCALA”) for, *inter alia*, any entity that directly or indirectly collects or solicits collection of consumer debts on behalf of a third-party.

6. Accordingly, RealPage is not permitted to act as a collection agency, and may not bill Plaintiff or the Class to induce them to pay debts, or otherwise directly or indirectly seek to collect debts allegedly owed to their landlords.

7. RealPage’s unlicensed status also means it cannot charge Plaintiff and Class members a fee to pay for its unlawful and unauthorized actions in billing them.

8. RealPage’s unlicensed actions as a collection agency have caused actual damages to Plaintiff and Class members, including but not limited to the fee billed to Plaintiff and Class members for RealPage’s improper collection activities.

9. Accordingly, Plaintiff brings claims on behalf of a Class that consists of:

All persons who paid an Administrative Service Fee assessed in a RealPage bill for a Maryland residence within three years prior to the filing of this Complaint.

10. Excluded from the Class are all employees, officers and directors of RealPage and their parent or subsidiary companies and predecessors and successors, and all employees of the Court.

RealPage’s Collection Agency Activity

11. RealPage sent monthly form billing letters to Plaintiff, titled in the

name of RealPage (or, as it was formerly known, NWP Services Corporation), demanding that Plaintiff pay for “allocated water service,” “allocated sewer service,” “gas hot water service,” and “Administrative Service Fee.” Each of RealPage’s form billing letters demanded an “Amount Due,” and included a “Due Date.” The form billing letters characterized themselves as “bill[s].”

12. The bills that RealPage sent to Plaintiff and the Class involved consumer claims under MCALA §7-101(f), as the bills sought payment of money owed or said to be owed by a resident of the State, and arose from transactions in which, for family, household, or personal purposes, the resident sought or got credit, money, personal property, real property, or services. In particular, the bills that RealPage sent to Plaintiff and Class members concerned alleged debts which arose from consumer water, sewer, and energy services provided to residential tenants.

13. RealPage’s activities in its dealings with Plaintiff and Class members are dedicated to the business of 1) collecting for landlords, and soliciting from tenants, payments for consumer claims; as well as 2) giving, selling, attempting to give or sell to landlords, and using, for collection of those consumer claims, a series or system of forms or letters that indicate directly or indirectly that a person other than the owner is asserting the consumer claim; and, 3) employing the services of an individual or business to solicit or sell a collection system to be used for collection of those consumer claims. *See* MCALA §7-101(d).

14. In particular, RealPage sent bills to Plaintiff and each Class member demanding payment of allocated utility charges and “Administrative Service Fees.”

Although RealPage was directly or indirectly collecting utility charges for the landlord, and soliciting payment for those charges from the Plaintiff and each Class member, the form letters sent by RealPage (which was previously known as “NWP Services Corporation”) to Plaintiff and each Class member stated that the form letter was a “RealPage bill,” or an “NWP bill” from “NWP Services Corporation.” RealPage employed numerous persons to market and sell to landlords its utility collection system, which RealPage used to send the bills at issue to Plaintiff and Class members.

15. RealPage’s advertising confirms its regular business as a collection agency. For example, RealPage’s website advertises that its utility bills will “boost collection rates”:



16. The website goes on to describe that RealPage's system is a "solution" that will result in "cost recovery" for landlords:

Apartment Resident Utility Billing Just Got Easier

Cut Costs, Simplify Billing, Conserve Resources

The RealPage Resident Utility Billing solution provides everything required to launch and manage a successful resident utility billing and cost recovery program at your multifamily properties. The RealPage resident utility billing platform gives you configurable options for convergent or utility-only statements and rent ledger.

17. RealPage's assessment of the "Administrative Service Fee" to Plaintiff and Class members was not based upon the amount of any utility service consumed at the Plaintiff's residence – rather, the "Administrative Service Fee" is a fee imposed on tenants to pay RealPage for its unlicensed collection activity.

18. By undertaking its activities in demanding payment from tenants like Plaintiff for allocated utilities and other charges, on behalf of third party landlords, RealPage is engaged in the business of "collecting for, or soliciting from another, a consumer claim," Md. Code Ann., Bus. Reg. § 7-101(d)(1)(i), and is thus a collection agency under Maryland law.

19. RealPage also fits the definition of a "collection agency" under Maryland law because it is engaged in "giving, selling, attempting to give or sell to another, or using, for collection of a consumer claim, a series or system of forms or letters that indicates directly or indirectly that a person other than the owner is asserting the consumer claim." Md. Code Ann., Bus. Reg. § 7-101(d)(2).

20. In particular, RealPage's bills are forms which each are titled in the name of RealPage or NWP, and each bill characterizes itself as a "bill." For example,

the form bills told Mr. Moore to “pay your RealPage bill electronically”.

21. RealPage also fits the definition of a collection agency under Maryland law because it “employ[s] the services of an individual or business to solicit or sell a collection system to be used for collection of a consumer claim.” MCALA § 7-101(d)(4).

22. In particular, RealPage employs the services of individuals to sell, to multifamily housing owners, its collection system, software, and services for collection of residential tenants’ allocated utilities as well as Administrative Service Fees.

23. RealPage has never owned the claims for payment of the utilities that it has billed to Plaintiff or other residential tenants in Maryland. RealPage is not related by common ownership with any of the landlords on whose behalf RealPage engages in utility billing in Maryland.

24. RealPage is dedicated to the collection, directly or indirectly, of debts including utilities from residential tenants for its landlord customers. RealPage advertises that its services result in the collection of charges for utilities.

25. The entire purpose of RealPage’s utility billing business is to induce tenants to pay for utility charges allegedly owed to third-party landlords.

26. RealPage intended to induce Plaintiff and Class members to pay utility charges allegedly owed to third-party landlords through its billing practices and the actions described in this Complaint.

27. Indeed, RealPage’s utility billing worked as a collections process. RealPage sent utility bills to Plaintiff and each and every Class member. Every Class

member paid utility charges and Administrative Service Fees charged on those bills.

28. RealPage collected and sought to directly and indirectly collect consumer debt from Plaintiff, and from many other Maryland residents, by taking actions including but not limited to using a collection system which obtained data concerning the total amount of utilities consumed by multiple residential units, calculated and allocated utility charges to residential units, generated utility bills, and sent correspondence to tenants demanding payment of allegedly due utility charges and Administrative Service Fees.

RealPage Is Not Licensed to Act as a Collection Agency in Maryland

29. RealPage could not legally engage in the collection activity described in this Complaint because it is not licensed as a collection agency under MCALA.

30. In particular, MCALA requires any person doing business as a “collection agency” in the State to have a license. *See* MCALA § 7-301(a). MCALA affirmatively forbids any person who is not licensed to act as a collection agency. *See* MCALA § 7-401(a).

31. When RealPage directly and indirectly collected and sought to collect money from Plaintiff and Class members for allocated utility charges and other fees, it was acting as a “collection agency” within the meaning of MCALA.

32. Specifically, the allocated utility charges and administrative fees which RealPage sought to collect from Plaintiff and members of the Class are “consumer claims” under MCALA, because each such claim is for money owed or said to be owed

by a resident of the State, and arises from a transaction in which, for a family, household, or personal purpose (i.e., personal residence), the resident sought or got credit, money, personal property, real property, or services. *See* MCALA § 7-101(f).

33. Accordingly, when RealPage directly and indirectly collected and sought to collect allocated utilities and administrative fees from Plaintiff and members of the Class, all of which arose from their lease of real property, Real Page was “collecting for, or soliciting from another, a consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(d)(1)(i).

34. Through its actions in billing Plaintiff and Class members, RealPage was also “giving, selling, attempting to give or sell to another, or using, for collection of a consumer claim, a series or system of forms or letters that indicates directly or indirectly that a person other than the owner is asserting the consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(d)(2).

35. In addition, RealPage contracted to sell its billing system to bill Maryland residents, thus “employing the services of an individual or business to solicit or sell a collection system to be used for collection of a consumer claim.” Md. Code Ann., Bus. Reg. § 7-101(d)(4).

36. Although RealPage is, and at all times relevant to this Complaint was, a collection agency within the meaning of MCALA, it does not have a Maryland license to act as a collection agency, as required by MCALA.

37. RealPage unlawfully undertook actions in violation of MCALA in its dealings with Plaintiff and Class members, including directly and indirectly

collecting and attempting to collect consumer claims by allocating and assessing utility charges, generating correspondence demanding payment of allocated utility charges and administrative fees, and undertaking other actions, all without being licensed as a collection agency as required by Maryland law.

38. The Administrative Service Fee assessed by RealPage against Plaintiff and other members of the Class is unlawful because it is charged to pay RealPage for undertaking its unlawful actions as a collection agency in violation of Maryland law.

39. Neither RealPage nor anyone else is entitled to assess, charge or collect any Administrative Service Fees charged in the bills sent by RealPage to Plaintiff and other Class members – fees which are imposed to pay RealPage for its collection activity, when RealPage was not licensed as a collection agency and was not licensed to engage in utility billing or any other consumer debt collection activity.

40. RealPage is not entitled to be paid for undertaking an unlawful course of business in Maryland. The Administrative Service Fees charged to Plaintiff and the Class were imposed to pay RealPage for its unlawful, unlicensed business in seeking to collect alleged consumer debts from them.

41. MCALA's prohibition against persons doing business as a collection agency without a license is designed to protect the interests of consumer debtors who are subjected to collection activity by collection agencies and to prohibit collection agencies from using abusive and unfair debt collection practices. In its transactions with Plaintiffs and the putative Class, RealPage uniformly and systematically failed to comply with, and violated, the requirements of MCALA.

42. Moreover, by acting as a collection agency without being licensed to do so, and causing damages to Plaintiffs and the Class as a result, RealPage engaged in multiple violations of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 *et seq.* (“MCDCA”). These violations include claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist. *See* Md. Code Ann., Com. Law § 14-202(8).

43. In particular, RealPage claimed, attempted and threatened to enforce the right to act as a collection agency by engaging in collection activity and billing Plaintiff and Class members, even though it was not licensed as a collection agency, even though it knew it was not licensed as a collection agency, and even though it had no right to act as a collection agency because unlicensed collection agency activity is prohibited by Maryland law.

44. RealPage claimed, attempted, and threatened to enforce the right to charge Administrative Service Fees for its actions as a collection agency, even though its actions as an unlicensed collection agency were unlawful, even though RealPage knew it was not licensed as a collection agency, and even though RealPage had no right to send bills charging Plaintiff and Class members to pay RealPage for its unlawful collection activities.

45. Furthermore, RealPage’s unlicensed collection agency activity is *per se* illegal, regardless of its knowledge, under the MCDCA § 14-202(10).

46. These wrongful acts by RealPage have hurt Plaintiff and the putative Class. RealPage’s actions as a collection agency in violation of Maryland law have

enriched it unfairly and illegally, and have unfairly and illegally harmed Plaintiff and the Class.

Parties

47. Paul Moore is a natural person who is a resident and citizen of the State of Maryland.

48. RealPage is a Delaware corporation with its principal place of business in Texas.

Jurisdiction and Venue

49. RealPage removed this lawsuit from the Circuit Court for Montgomery County to this Court asserting that federal jurisdiction exists over this lawsuit, and that venue is appropriate in this Court.

Factual and Legal Allegations

RealPage's Actions as a Collection Agency Involving Mr. Moore

50. RealPage sent numerous monthly bills to Mr. Moore seeking to collect allocated utility charges and administrative fees from him, concerning his apartment house residence.

51. Each of the bills RealPage sent to Mr. Moore has been a form letter or postcard, which was created by RealPage and mailed by RealPage or at RealPage's direction.

52. RealPage repeatedly billed Mr. Moore, and demanded payment by a due date, of an amount due, for charges including “Allocated Water Service,” “Allocated Sewer Service,” “Gas Hot Water Service,” and “Administrative Service Fee.”

53. Each bill sent by RealPage to Mr. Moore characterized itself as a “bill.”

54. For example, RealPage sent Mr. Moore a bill that indicated it was from “NWP services corporation” (which is RealPage’s old name) with a “BILL DATE” of August 10, 2018, which included a “DUE DATE” of September 1, 2018, demanded an “AMOUNT DUE” of “\$54.25” which included charges of “\$8.57” for “Allocated Water Service”; “\$30.89” for “Allocated Sewer Service”; “\$9.29” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled more than 10% of the allocated utility charges.

55. RealPage sent Mr. Moore another bill that indicated it was from “NWP services corporation” with a “BILL DATE” of September 13, 2018, which included a “DUE DATE” of October 1, 2018, demanded an “AMOUNT DUE” of “\$54.92” which included charges of “\$8.75” for “Allocated Water Service”; “\$31.53” for “Allocated Sewer Service”; “\$9.14” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled more than 10% of the allocated utility charges.

56. RealPage sent Mr. Moore another bill that indicated it was from “NWP services corporation” with a “BILL DATE” of October 15, 2018, which included a “DUE DATE” of November 1, 2018, demanded an “AMOUNT DUE” of “\$56.38” which included charges of “\$8.95” for “Allocated Water Service”; “\$34.00” for “Allocated

Sewer Service”; “\$7.93” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled more than 10% of the allocated utility charges.

57. RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of December 12, 2018, which included a “Due Date” of January 1, 2019, demanded an “Amount Due” of “\$58.00” which included charges of “\$9.08” for “Allocated Water Service”; “\$34.16” for “Allocated Sewer Service”; “\$9.26” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled more than 10% of the allocated utility charges.

58. Similarly, RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of January 11, 2019, which included a “Due Date” of February 1, 2019, demanded an “Amount Due” of “\$61.64” which included charges of “\$9.30” for “Allocated Water Service”; “\$34.99” for “Allocated Sewer Service”; “\$11.85” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled nearly 10% of the allocated utility charges.

59. RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of February 12, 2019, which included a “Due Date” of March 1, 2019, demanded an “Amount Due” of “\$64.21” which included charges of “\$9.27” for “Allocated Water Service”; “\$34.45” for “Allocated Sewer Service”; “\$14.99” for “Gas Hot Water Service”; and “\$5.50” for

“Administrative Service Fee.” The “Administrative Service Fee” thus totaled nearly 10% of the allocated utility charges.

60. RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of March 12, 2019, which included a “Due Date” of April 1, 2019, demanded an “Amount Due” of “\$58.37” which included charges of “\$8.29” for “Allocated Water Service”; “\$30.83” for “Allocated Sewer Service”; “\$13.75” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled more than 10% of the allocated utility charges.

61. RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of April 10, 2019, which included a “due date” of May 1, 2019, demanded an “Amount Due” of “\$63.78” which included charges of “\$9.24” for “Allocated Water Service”; “\$34.35” for “Allocated Sewer Service”; “\$14.69” for “Gas Hot Water Service”; and “\$5.50” for “Administrative Service Fee.” The “Administrative Service Fee” thus totaled nearly 10% of the allocated utility charges.

62. RealPage sent Mr. Moore another bill that indicated it was from “REALPAGE UTILITY MANAGEMENT” with a “Statement Date” of May 10, 2019, which included a “due date” of June 1, 2019, demanded an “Amount Due” of “\$62.08” which included charges of “\$9.00” for “Allocated Water Service”; “\$33.41” for “Allocated Sewer Service”; “\$14.17” for “Gas Hot Water Service”; and “\$5.50” for

“Administrative Service Fee.” The “Administrative Service Fee” thus totaled nearly 10% of the allocated utility charges.

63. RealPage sent numerous additional materially identical bills to Mr. Moore, demanding payment of allocated utility charges and fees.

64. RealPage acted in concert with and confederated with the landlords of Plaintiff and Class members in the actions alleged in this Complaint, engaged in a conspiracy with those landlords, and aided and abetted unlawful activity. RealPage affirmatively and voluntarily undertook to bill Plaintiff and members of the Class in an agreement and understanding with the landlords. RealPage and each such landlord had a common design. In particular, each landlord hired and contracted with RealPage to bill members of the Class for utility charges. However, RealPage had a duty to not seek to bill Plaintiff and Class members for charges including Administrative Service Fees and other charges when it did not have the license to act as a collection agency. RealPage’s unlawful and unlicensed actions caused damages to Plaintiffs and Class members, including the charges unlawfully collected from them.

65. Unless and until this Court grants the relief Plaintiffs seek through this action, RealPage will retain the proceeds of its unlawful activities, to the detriment of Plaintiff and the Class.

Class Action Allegations

66. Plaintiff brings claims on behalf of a Class that consists of:

All persons who paid an Administrative Service Fee assessed in a RealPage bill for a Maryland residence within three years prior to the filing of this Complaint.

67. Excluded from the Class are all employees, officers and directors of RealPage and their parent or subsidiary companies and predecessors and successors, and all employees of the Court.

68. The Class, as defined above, is identifiable. The proposed Class Representative, Mr. Moore, is a member of the Class.

69. The Class is so numerous that joinder of all members is impracticable. The proposed Class consists of more than 40 persons.

70. There are questions of law and fact which are not only common to the Class but which predominate over any questions affecting only individual Class members. The common and predominating questions for the Class include, but are not limited to:

(a) Whether RealPage acted as a collection agency in its dealings with Mr. Moore and members of the Class;

(b) Whether RealPage had the license necessary to act as a collection agency at the time it billed Mr. Moore and the members of the Class;

(c) Whether RealPage must restore amounts paid by Mr. Moore and members of the Class resulting from RealPage's allegedly unlawful billing practices, including Administrative Service Fees;

(d) Whether RealPage's actions in its dealings with the Class violated the MCALA;

(e) Whether RealPage's actions in its dealings with the Class violated the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 et seq. ("MCDCA");

(f) Whether RealPage's actions in its dealings with the Class violated the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §13-101 et seq. ("CPA");

(g) Whether RealPage's actions in its dealings with the Class entitle Plaintiff and the Class to restitution.

71. The claims of the Plaintiff are typical of the claims of the respective members of the Class within the meaning of Md. Rule 2-231(b)(3), and are based on and arise out of similar facts constituting the wrongful conduct of RealPage.

72. Plaintiff will fairly and adequately protect the interests of the Class within the meaning of Md. Rule 2-231(b)(4). Plaintiff is committed to vigorously litigating this matter. Further, Plaintiff has secured counsel experienced in handling consumer class actions and complex consumer litigation.

73. Neither Plaintiff nor his counsel have any interests which might cause them not to vigorously pursue this action.

74. The prosecution of separate actions by individual members of the Class

would create a risk of establishing incompatible standards of conduct for RealPage within the meaning of Md. Rule 2-231(c)(1)(A).

75. RealPage's actions are generally applicable to the Class as a whole, and Plaintiff seeks declaratory relief with respect to the Class as a whole within the meaning of Md. Rule 2-231(c)(2).

76. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of Md. Rule 2-231(c)(3).

77. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation, and due to the relatively small amounts of individual damages for Class members.

78. Plaintiff's counsel are experienced in class actions, and foresee little difficulty in the management of this case as a class action.

Causes of Action

Count One

Declaratory and Injunctive Relief under Md. Cts. & Jud. Pro. § 3-406

79. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

80. This claim for declaratory relief is brought under the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud. Pro. § 3-406, to settle and

obtain relief from uncertainty and insecurity with respect to the rights, status and legal relations regarding Plaintiffs and members of the Class and RealPage, and under MCALA, Md. Code Ann., Bus. Reg. § 7-101 *et seq.*

81. RealPage takes the position that it is entitled to undertake the actions alleged herein in its dealings with Plaintiff and members of the Class even though it is not licensed as a collection agency under MCALA.

82. Plaintiff takes the position that RealPage is required to be licensed as a collection agency under Md. Code Ann., Bus. Reg. §§ 7-101 at the time it engages in the activity alleged in this Complaint.

83. RealPage takes the position that it is not required to be licensed as a collection agency under Md. Code Ann., Bus. Reg. §§ 7-101 at the time that it engages in the activity alleged in this Complaint.

84. Plaintiff and members of the Class have received collection notices from RealPage demanding payment of the amounts alleged in this Complaint, including amounts charged for Administrative Service Fees and utility charges which are the subject of this proceeding.

85. This presents an actual, judicable controversy between the parties relating to the actions by RealPage in its dealings with Plaintiff and members of the Class, relating to the application of MCALA to those actions, and relating to the legitimacy of charges assessed as a result of those actions. In particular, RealPage has acted as a collection agency with respect to Class members. Its actions as a collection agency include the assessment of Administrative Service Fees against

Class members, when RealPage was not entitled to assess or collect those charges.

86. Plaintiff and members of the Class have a right to be free from the charges assessed against them through RealPage's unlawful actions, to be free from the consequences of RealPage's unlawful activity as a collection agency when it had no collection agency license, and to be free from the obligation of paying RealPage for illegal activity.

Count Two

Violation of the Maryland Consumer Debt Collection Act

87. Plaintiff re-alleges and incorporate by reference the allegations set forth above as if fully set forth herein.

88. RealPage, at all times relevant to the actions alleged herein, was a "collector" within the meaning of section 14-201(b) of the Maryland Consumer Debt Collection Act ("MCDCA"), because the alleged debts of Plaintiff and members of the Class which RealPage sought to collect from them through the actions described herein arose from consumer transactions – i.e. the lease of residential real property and the use of utilities for residential real property.

89. In collecting and attempting to collect on the alleged debts of Plaintiff and members of the Class, RealPage violated section 14-202 of the MCDCA.

90. RealPage violated section 14-202(8) of the MCDCA when it claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist. RealPage claimed, attempted and threatened to enforce a right to act

as a collection agency in its dealings with Plaintiff and members of the Class, when it had no such right. RealPage knew that it was not licensed as a collection agency in Maryland. RealPage knew that it had no right to act as an unlicensed collection agency in its dealings with Plaintiff and members of the Class.

91. Furthermore, RealPage committed per se violations of MCDCA § 14-202(10) when it engaged in collection agency activity without a collection agency license under MCALA.

92. RealPage's actions in violation of the MCDCA proximately caused damages to Plaintiff and members of the Class. For example, Plaintiff and other members of the Class were assessed and paid Administrative Service Fees which they did not legally owe, as a result of RealPage's unlawful collection activity. These Administrative Service Fees were improperly added to the debts of Plaintiff and Class Members by RealPage, to compensate RealPage for its illegal collection agency activity. Plaintiff and Class members were damaged by the Administrative Service Fees imposed in RealPage bills. Plaintiff and Class Members have been saddled with an alleged obligation to pay those service fees, and have paid those fees, even though the supposed "service" for which the fee was charged – i.e. RealPage's collection agency activity – is illegal, and the fee is uncollectible and should not be assessed against or collected from Plaintiff and the Class.

93. Plaintiff and other members of the Class faced an alleged obligation to pay "Administrative Service Fees" as a direct and proximate result of, and for, RealPage's collection activity, even though that activity was against the law

and no fees should have been assessed to Plaintiff and other Class members for RealPage's illegal business practices, directed at them.

94. As a direct and proximate result of RealPage's method of collecting consumer debts in violation of Maryland law, and without a collection agency license, Plaintiff and other members of the Class were assessed and paid charges which they did not legally owe, including the "Administrative Service Fees" assessed and paid to compensate RealPage for its illegal activity, which damaged Plaintiff and Class Members.

95. Plaintiff and members of the Class have been assessed and forced to pay amounts for these service fees to pay RealPage for its unlawful actions as a collection agency. These damages, losses and injuries were proximately caused by the breaches of duty of RealPage, as Plaintiff and Class Members would not have paid service fees for RealPage's unlicensed and unauthorized actions absent RealPage's breaches of duty, including its breach of duty to not engage in collection agency activity directed at Plaintiff and Class Members without a collection agency license.

96. In addition, Plaintiff and Class Members have suffered mental anguish and emotional distress as a direct and proximate result of RealPage's violations of the MCDCA. For example, Plaintiff, who is elderly and on a fixed income from Social Security, suffered stress and anxiety resulting from RealPage's illegal collection activity, and its illegal charges, and from the fact that he paid money to RealPage for its illegal activity, which he needed for groceries and other

necessities. Plaintiff's payment of fees to RealPage, paying RealPage for perpetrating illegal collection activity against him, took money from him that could have been used, and was needed to be used, to cover necessary expenses. RealPage's demand for those fees, and Plaintiff's payment of those fees, caused Plaintiff to suffer stress and anxiety.

Count Three

Violation of the Maryland Consumer Protection Act

97. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

98. The Maryland Consumer Protection Act ("CPA") generally prohibits unfair or deceptive trade practices in, among other things, the collection of consumer debts. *See* Md. Code Ann., Com. Law § 13-303(5).

99. The actions of RealPage alleged herein constituted unfair or deceptive trade practices in the collection of consumer debts as defined by the CPA, and in taking those actions RealPage violated the CPA.

100. Moreover, the unfair or deceptive trade practices barred by the CPA specifically include the violation of the MCDCA. *See* Md. Code Ann., Com. Law § 13-301(14)(iii).

101. Plaintiff and Class members sustained actual damages as a result of the actions in violation of the CPA and MCDCA alleged herein in the form of the unlawful Administrative Service Fees, which were assessed to pay RealPage for its illegal activity, and which were assessed against and paid by Plaintiff and

Class Members.

Count Four

Money Had and Received

102. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

103. RealPage acted as a collection agency in its dealings with Plaintiff and members of the Class, when it lacked the license required to act as a collection agency.

104. These actions of RealPage were and are illegal.

105. Any agreement or arrangement under which RealPage was entitled to any form of payment or compensation of any kind for acting as a collection agency, when it did not have a license to act as a collection agency is nugatory and ineffective as it was in violation of Maryland law.

106. As a result of RealPage's actions, RealPage collected amounts from the charges which were paid by Plaintiff and Class Members for its unlawful actions as a collection agency, payments for illegal activity to which RealPage had no legal or equitable right.

107. As a result of the actions alleged above, RealPage obtained possession of money which, in equity and good conscience, it ought not to be allowed to retain and should return to Plaintiff and other Class members.

Count Five

Unjust Enrichment

108. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

109. Plaintiff and members of the Class conferred a benefit upon RealPage by paying amounts billed to them in the bills sent by RealPage, amounts from which RealPage took a portion of the payment.

110. RealPage knew of the benefit conferred upon it by Plaintiff and the members of the Class. RealPage affirmatively demanded in its bills that Plaintiff and members of the Class pay amounts including, among other things, an Administrative Service Fee to pay RealPage for its illegal activity, for RealPage's profit and to cover its costs.

111. It would be inequitable for RealPage to retain the amounts that it has received from the payments of Plaintiff and Class members, as those amounts were paid to RealPage for illegal activity, as a result of its unlawful activity described in this Complaint, and were not legally owed to RealPage and could not legally be collected by RealPage.

WHEREFORE, Plaintiff respectfully requests:

- A. a declaratory judgment under Md. Cts. & Jud. Pro. § 3-406 establishing that RealPage is legally required to be licensed as a collection agency under Md. Code Ann., Bus. Reg. §§ 7-101 when undertaking the

activities alleged in this Complaint;

- B. recovery of all amounts paid by Class members for Administrative Service Fees in connection with the bills sent by RealPage to Plaintiff and other Class members, damages in an amount to be determined by a jury including damages for mental anguish and emotional distress, disgorgement of all benefits received by RealPage in connection with its bills to Plaintiff and Class members as a result of the activities alleged in this Complaint, reasonable attorney's fees pursuant to Md. Code Ann., Com. Law § 13-408(b), and the costs of this action, all in an aggregated sum in excess of \$75,000.00 for the Class as a whole; and,
- C. such other and further relief as the nature of this case may require.

Respectfully submitted,

/s/ Benjamin H. Carney

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Attorneys for Plaintiff and the Class

JURY TRIAL

Plaintiff demands a trial by jury on all issues triable of right by a jury.

/s/Benjamin H. Carney
Benjamin H. Carney