

SEP 3 2025

ADMINISTRATIVE HEARING PROCESS

CONSUMER PROTECTION DIVISION  
OFFICE OF THE ATTORNEY GENERAL

Proponent,

v.

HEATHER HILL PROPERTY COMPANY LLC  
*et al.*

Respondents.

\* IN THE  
\* CONSUMER PROTECTION DIVISION  
\* OF THE OFFICE OF  
\* THE ATTORNEY GENERAL  
\*  
\* CPD Case No.: 24-021-373461  
\* OAH Case No.: OAG-CPD-04-24-32455  
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\* \* \* \* \*

**FINAL ORDER BY CONSENT**

1. The Consumer Protection Division of the Office of the Attorney General (the “Agency”)<sup>1</sup> hereby orders Respondents Heather Hill Property Company LLC and Heather Hill Operating Company LLC to cease and desist from violating the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501, and the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201 through 14-204, and take affirmative action pursuant to § 13-403(b)(1) of the Maryland Consumer Protection Act as described herein.

2. The Parties consent and agree to the terms of this Final Order by Consent (“Final Order”) to fully and finally resolve the violations the Division has alleged and to avoid the time and expense of further trial or adjudication.

**Parties**

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

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<sup>1</sup> The Consumer Protection Division, in its capacity as the Proponent in this matter shall be referred to as the “Division”; the Consumer Protection Division in its capacity as an administrative agency shall be referred to as the “Agency”.

13-101 through 13-501, and the Maryland Consumer Debt Collection Act (“MCDCA”), Md. Code Ann., Com. Law §§ 14-201 through 14-204.

4. Respondent Heather Hill Property Company LLC (“Owner” or “Respondent Owner”) is a Delaware limited liability company with its primary place of business at 68 S. Service Rd., Suite 120, Melville, New York 11747. The Owner registered with the Maryland State Department of Assessments and Taxation (“SDAT”) on February 10, 2022. The Owner has regularly conducted business in Maryland, including owning consumer realty.

5. Respondent Heather Hill Operating Company LLC (“Operating Company” or “Respondent Operating Company”) is a Delaware limited liability company with its primary place of business at 707 Summer Street, 5th Floor, Stamford, Connecticut 06901. The Operating Company registered with SDAT on January 31, 2022. The Operating Company has regularly conducted business in Maryland, including operating consumer realty.

#### **Related Entities and Individuals**

6. OneWall Communities LLC (“OneWall Communities”) is a New York limited liability company with its primary place of business at 707 Summer Street, 5th Floor, Stamford, Connecticut 06901. OneWall Communities registered with SDAT on April 23, 2021. OneWall Communities has regularly conducted business in Maryland as a property management company. OneWall Communities was replaced as property manager in August 2024. In conjunction with the entry of this Final Order and a corporate guarantee, OneWall Communities is dismissed without prejudice from this matter -- *Consumer Protection Division v. Heather Hill Property Company, LLC et al.* (CPD Case No.: 24-021-373461; OAH Case No.: OAG-CPD-04-24-32455).

7. Ron Kutas (“Kutas”) is a member of Respondents Owner and Operating Company and the Chief Operating Officer (“COO”) and co-founder of OneWall Communities. In

conjunction with the entry of this Final Order, Ron Kutas is dismissed without prejudice from this matter -- *Consumer Protection Division v. Heather Hill Property Company, LLC et al.* (CPD Case No.: 24-021-373461; OAH Case No.: OAG-CPD-04-24-32455).

### **Procedural History**

8. On November 6, 2024, the Division filed a Statement of Charges against Owner, Operating Company, OneWall Communities, Andy Wallace in his personal capacity as a member of Respondent Owner and Operating Company and the Chief Executive Officer and co-founder of OneWall Communities, and Kutas in his personal capacity as a member of Respondents Owner and Operating Company and Chief Operating Officer and co-founder of OneWall Communities.

9. The Division filed with its Statement of Charges a Petition for Hearing requesting that the Agency hold a public hearing pursuant to the authority contained in Md. Code Ann., Com. Law § 13-403.

10. The Agency, after considering the Statement of Charges and Petition for Hearing, granted the Petition for Hearing and on November 7, 2024 issued its Order Granting Hearing and Notice of Hearing, providing that the Agency delegated its authority to the Office of Administrative Hearings to conduct a contested case hearing and to render proposed findings of fact and conclusions of law.

11. On January 17, 2025, the Division filed a Complaint and Motion for a Temporary Restraining Order against Defendants Owner, Operating Company, and OneWall Communities in the Prince George's County Circuit Court, Civil Action No. C-16-CV-25-000284. The Complaint was brought, pursuant to Md. Code Ann., Com. Law § 13-403(c) of the Consumer Protection Act ("CPA") and Maryland Rule 15-502 and 15-504, to preserve the status quo or prevent irreparable

harm to consumers pending the adjudication of administrative charges against Defendants before the Office of Administrative Hearings (“OAH”).

12. On January 21, 2025, the Honorable Robin D. G. Bright granted the Motion and issued a Temporary Restraining Order. On January 28, 2025, the Division and Defendants appeared for a Preliminary Injunction hearing, where that Court heard live testimony from current and former tenants and the property management company for Heather Hill Apartments. The Honorable Michael R. Pearson granted a Preliminary Injunction.

13. On January 10, 2025, Owner, Operating Company, OneWall Communities, Andy Wallace and Ron Kutas filed a Motion to Dismiss the Statement of Charges and the Division opposed. On March 11, 2025, Judge Chapman granted the motion in part and denied the motion in part, allowing the Division the opportunity to amend the Statement of Charges.

14. On March 31, 2025, the Division filed an Amended Statement of Charges against Owner, Operating Company, OneWall Communities, and Ron Kutas alleging that they violated the CPA by committing unfair, deceptive, or abusive trade practices in violation of CPA § 13-303(1), (2), and (5) as defined by CPA § 13-301(1), (2), (3), and (14)(iii) when: (i) they advertised, offered and entered into lease agreements with consumers for units at Heather Hill Apartments without applying for or obtaining the multifamily rental license required by the Prince George’s County Code of Ordinances § 13-181 *et seq.* for a period of at least twenty-eight months during which the property suffered from housing and fire code violations<sup>2</sup>; (ii) Operating Company, OneWall Communities, and Kutas failed to obtain and maintain a Maryland Collection Agency License while engaged in the business of collecting consumer claims, including rent and other fees, on behalf of Respondent Owner, in violation of MCALA § 7-101 *et seq.* in violation of

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<sup>2</sup> Respondents received a multifamily license on May 7, 2024, which was revoked on August 6, 2024.

MCDCA § 14-202(10); (iii) they violated MCDCA § 14-202(11) by engaging in false, deceptive, misleading, unfair and unconscionable debt collection activities in violation of FDCPA §§ 807(2), (5), and (10) and 808(1); and (iv) they claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist in violation of MCDCA § 14-202(8) when they sought to and did collect rent and other fees attributable to periods in which they lacked a multifamily license.<sup>3</sup> The Division sought restitution, economic damages, civil penalties and costs.

15. On April 7, 2025, Owner, Operating Company, OneWall Communities, and Ron Kutas filed a Motion to Dismiss the Amended Statement of Charges denying violations of the CPA and MCDCA, and the Division opposed. On June 9, 2025, Administrative Law Judge Chapman denied the motion in a Proposed Ruling on the Motion to Dismiss and found that the Division had provided Owner, Operating Company, OneWall Communities, and Ron Kutas with reasonable notice of the agency action pursuant to Md. Code Ann., State Gov't § 10-207, and had stated claims upon which relief may be granted.

16. On June 20, 2025, Owner, Operating Company, OneWall Communities, and Ron Kutas filed a Response to Amended Statement of Charges in which they denied the Division's charges.

17. A contested merits hearing was scheduled to be held in-person at the Office of Administrative Hearings from September 2, 2025, through September 19, 2025.

18. This Final Order is entered with the consent of the Parties.

19. Upon entry of this Final Order, the Preliminary Injunction lawsuit currently before the Prince George's County Circuit Court, Civil Action No. C-16-CV-25-000284, will be dismissed without prejudice with the consent of the Division and Defendants.

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<sup>3</sup> In the Amended Statement of Charges, the Division did not include Andy Wallace as a respondent to these proceedings.

20. Respondents Owner and Operating Company expressly deny any wrongdoing or liability for the conduct and allegations alleged in the Amended Statement of Charges and specifically deny that they have committed unfair, abusive, or deceptive trade practices prohibited by the CPA or any other law. Neither this Final Order nor the performance of any obligations under it, nor the fact of settlement, is intended to be, or shall be understood as an admission of liability or wrongdoing.

#### **Definitions**

21. For the purposes of this Final Order, the terms below shall have the following definitions:

- A. “Respondents” are Heather Hill Property Company LLC (“Owner” or “Respondent Owner”) and Heather Hill Operating Company LLC (“Operating Company” or “Respondent Operating Company”).
- B. “Heather Hill Apartments” is an apartment community in Prince George’s County at 5837 Fisher Road, Temple Hills, Maryland, that includes several buildings that contain about 459 apartment units.
- C. “Consumer” and “tenant” as used herein shall be interchangeable and shall mean any person who rents or rented an apartment unit at Heather Hill Apartments.
- D. “Collection Agency License” is the license required by Md. Code Ann., Bus. Reg. § 7-301 for persons “engaged directly or indirectly in the business of collecting for, or soliciting from another, a consumer claim.”
- E. “Multifamily Dwelling License” (“MDFL”) means the license required to offer and lease multi-family dwelling rental units in Prince George’s County

as required by the Prince George's County Code of Ordinances §§ 13-181 and 13-182.

- F. "Unlicensed Period" is the period from February 22, 2022, through January 12, 2025.
- G. "Licensed Period" is the period from January 13, 2025, to the date this Final Order is entered.
- H. "Prospective Landlord" is an owner, landlord, or property management company of consumer realty, other than Respondent Owner, Respondent Operating Company, and OneWall Communities, that has inquired or inquires with Owner, Operating Company, or OneWall Communities about the rental history of a current or former resident of Heather Hill Apartments.

#### **Cease And Desist Provisions**

22. The cease and desist provisions of this Final Order shall apply to Respondent Owner and Respondent Operating Company and to their officers, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and wholly owned subsidiaries.

23. The provisions of this Final Order shall apply to Respondent Owner and Respondent Operating Company in connection with their offer, lease, and rental of consumer realty in Maryland and in their collection of consumer debts.

24. The Respondents shall not make any misleading oral or written statements that have the capacity, tendency, or effect of deceiving or misleading consumers.

25. The Respondents shall not fail to state any material fact, the omission of which would have the capacity, tendency, or effect of deceiving or misleading consumers.

26. 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 unpaid rent due for the rental period for which the payment was delinquent.

27. Unless otherwise directed by a consumer, the Respondents shall apply all payments they receive from consumers first toward the satisfaction of any amount of rent due for the rental period for which the payment was made, and only after the consumer's payment has been fully applied toward the satisfaction of the rent due for that rental period shall the Respondents apply any remainder of the payment toward first delinquent rent payments, second utilities, and third any other fees or arrearages.

28. Respondents shall not offer for rent or lease any multifamily dwelling unit within Prince George's County unless they hold a valid and current Multifamily Dwelling License under the Prince George's County Code.

29. Respondents shall not file, directly or through any agent, any summary ejectment action in the District Court against any tenant residing in their consumer realty unless the owner of that rental dwelling possesses and maintains in good standing any required MFDL.

30. Respondent Operating Company shall not collect any consumer debts on behalf of another unless it holds, at the time of collection, a valid and current Collection Agency License pursuant to MCALA or it has sought an exemption from the Collection Agency Licensing Board.

31. Respondents shall not collect from any consumer any debt that is not owed by the consumer.

32. Respondents shall not represent to any consumer that the consumer owes any amounts unless the consumer, in fact, owes Respondents the demanded debt.



33. Respondents shall not report to any credit reporting agency or Prospective Landlord any amounts unpaid during the Unlicensed Period.

34. Respondents shall take affirmative steps to report to credit reporting agencies that any previously reported unpaid amounts from the Unlicensed Period are satisfied.

35. Respondents shall dismiss any and all summary ejection actions filed against tenants in or about May 2025, except those complaints against tenants that have a rent balance after restitution is calculated and applied based on the Restitution section of this Final Order.

36. Respondents shall request the Hyattsville District Court shield any and all summary ejection complaints filed against tenants in or about June 2024, and shall confirm with the Hyattsville District Court that all summary ejection actions filed in or about May 2025 are properly shielded pursuant to Md. Code Ann., Real Property § 8-503.

37. Upon inquiry from any Prospective Landlord, Respondents may only confirm residency and may not report to the Prospective Landlord any unpaid balance from the Unlicensed Period.

38. For current or former tenants, any amounts that were not paid during the Unlicensed Period are deemed not due and owed, and Respondents shall not seek to collect any unpaid amounts from the Unlicensed Period, which is at least Eight Million Eight Hundred Thousand Dollars (\$8,800,000), and shall not accept any payments from consumers for the Unlicensed Period.

#### **Restitution**

39. Respondents shall be jointly and severally liable for payment of restitution to the Agency for amounts that they collected from consumers when they did not hold a Multifamily

Dwelling License, did not hold a Collection Agency License, and for the Division's claims pursuant to the CPA and CDCA (the "Restitution Amount").

40. The Restitution Amount that Respondents must pay the Agency pursuant to paragraph 39 shall be at least Two Million Six Hundred Thousand Dollars (\$2,600,000), representing amounts collected from consumers during the Unlicensed Period, including but not limited to \$2,350,000 from current tenants and \$286,000 from former tenants. The restitution distributed pursuant to paragraph 43 and 44 of this Final Order shall be credited against the Restitution Amount owed to the Agency.

41. The Agency may use the Restitution Amount to pay consumers who were harmed by Respondents' practices.

42. Provided the Respondents comply with their obligations under Paragraph 40, the Agency is exercising its discretion to allow Respondents to pay the Restitution Amount provided for in paragraph 43 directly to consumers on the Agency's behalf.

43. The Respondents shall pay restitution to the following classes of consumers consistent with the following terms of this Final Order. Any consumer receiving restitution under this Final Order is only eligible to belong to one class.

A. Current Tenants: Current tenants with a balance due and owing after January 13, 2025, will receive any amounts paid prior to January 13, 2025, as a dollar-for-dollar reduction of any Licensed Period balance owed down towards and/or to zero, in addition to any restitution provided for in subparagraphs i, ii, and iii below.

i. Class A consumers are current tenants that made payments during the Unlicensed Period and have an unpaid balance during the Licensed

Period, but when deducting any unpaid balance during the Licensed Period from payments made during the Unlicensed Period the difference is less than \$12,000. Class A consumers will receive no further restitution from this Final Order, after the crediting of payments made during the Unlicensed Period against the unpaid balance for the Licensed Period in paragraph 43(A) above.

- ii. Class B consumers are current tenants that made payments during the Unlicensed Period and have an unpaid balance during the Licensed Period, but when deducting any unpaid balance during the Licensed Period from payments made during the Unlicensed Period the difference is greater than or equal to \$12,000. Class B consumers will receive 25% of the difference as a credit on their rental account as follows:
  - a. The credit will be at least \$150.00 per month and will be applied over a period of no more than 36 months. This credit will be applied to the consumer's rental account at the time of their payment of the monthly rent.
  - b. The tenant will forego any remaining credit if the tenant: (a) moves from the property after Respondents offer a lease renewal and the tenant declines the offer, (b) receives a non-renewal notice for substantial breach of the lease agreement with the substantial breach described in the notice, (c) is evicted for failure to pay rent or for substantial breach of the lease terms, or (d) dies.

- c. The tenant will receive any remaining credits as a lump sum payment if the tenant moves from the property at the end of a lease term after Respondents decline to renew the agreement for reasons other than substantial breach of the lease agreement.
- iii. Class C consumers are current tenants that made payments during the Unlicensed Period and have no rent balance for the Licensed Period. These consumers will receive 25% of the rent paid before January 13, 2025, as a credit on their rental account as follows:
  - a. The credit will be at least \$150.00 per month and will be applied over a period of no more than 36 months. This credit will be applied to the consumer's rental account at the time of their payment of the monthly rent.
  - b. The tenant will forego any remaining credit if the tenant: (a) moves from the property after Respondents offer a lease renewal and the tenant declines the offer, (b) receives a non-renewal notice for substantial breach of the lease agreement with the substantial breach described in the notice, (c) is evicted for failure to pay rent or for substantial breach of the lease terms or (d) dies.
  - c. The tenant will receive any remaining credits as a lump sum payment if the tenant moves from the property at the end of a lease term after Respondents decline to renew the agreement

for reasons other than substantial breach of the lease agreement.

- B. Former Tenants: Class D consumers are former tenants. To the extent that any former tenants have any balance, Respondents will not seek to collect those amounts. Class D consumers that made all required payments during their tenancy will receive 25% of any amounts paid during the Unlicensed Period. Excluded from this class of former tenants are consumers that: (1) signed a lease with the former owner and moved without entering into a new lease with Respondents; (2) never moved into Heather Hill Apartments after applying; (3) signed a lease but moved out before the end of the lease term; or (4) resided in corporate units.

44. Respondents shall pay One Hundred Fifty Thousand Dollars (\$150,000) to the Agency as restitution to be distributed at the direction of the Attorney General for any legal use, including for the benefit of the impacted community. Respondents shall pay the restitution pursuant to this paragraph in quarterly payments over five (5) years in the amount of Seven Thousand Five Hundred Dollars (\$7,500), with the first installment due October 1, 2025.

45. Within sixty (60) days from the date of the entry of this Final Order, the Respondents shall provide the Division with a list of all Maryland consumers entitled to receive the restitution as identified in paragraph 43 above (the "Consumer List") separated by Class A, B, C, and D. For each consumer identified 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 full name;
- (b) The consumer's last known street address;

- (c) The consumer's last known city, state, and zip code;
- (d) The consumer's last known phone number(s);
- (e) The consumer's last known email address(es);
- (f) The inclusive dates of the consumer's tenancy at Heather Hill Apartments;
- (g) A separate listing of all of the following amounts:
  - i. all amounts paid by the consumer during the Unlicensed Period;
  - ii. all unpaid rent by the consumer during the Licensed Period;
  - iii. the difference between the payments made by the consumer during Unlicensed Periods and unpaid rent from the Licensed Periods;
  - iv. 25% of the amount identified in (g)(iii);
  - v. as to current tenants, any monthly credit amount the consumer is entitled to under paragraphs 43(A)(ii) and (iii);
  - vi. as to current tenants, the expected last month any credit required under paragraphs 43(A)(ii) and (iii) will be applied; and
  - vii. as to former tenants, the restitution amount required by paragraph 43(B).

46. Within six (6) months from the date of entry of this Final Order, the Respondents shall pay Class D tenants who are entitled to restitution under this Final Order by mailing a check to the consumer at their current address that is available through a Global Address Verification Service (such as the United States Postal Service's National Change of Address Database) and agreed to by the Respondents and the Division. If no address is available for a consumer through the Global Address Verification Service, or the consumer does not cash the restitution check that was mailed pursuant to this paragraph, then this unpaid restitution amount shall be paid to the Agency at the same time the Respondents provide their updated Consumer List pursuant to paragraph 47.

47. Within twelve (12) months of the date of the entry of this Final Order, Respondents shall provide the Division with an updated Consumer List, as to Class D tenants, that contains the information that is required to be contained in the Consumer List under paragraph 45, as well as information indicating whether the restitution amount remains unpaid. On the same date that Respondents provide the Division with the updated Consumer List, as to Class D tenants required

by this paragraph, the Respondents shall also make a payment to the Agency equal to the amount of restitution that is owed to former tenants.

48. Every twelve (12) months from the date of entry of this Final Order for three (3) years, Respondents shall provide the Division with an updated Consumer List, as to Class B and C tenants, that contains the information that is required to be contained in the Consumer List under paragraph 45, as well as the following information:

- (a) the date the tenant vacated Heather Hill Apartments, if any;
- (b) confirmation that Respondents offered lease renewal in the required timeframe, if any;
- (c) if no lease renewal was offered, the Respondents' reasons for not offering a lease renewal;
- (d) response to Respondents' most recent offer of a lease renewal;
- (e) the complaint number for any failure to pay rent or breach of lease action that resulted in an eviction;
- (f) any lump sum payment made to the tenant pursuant to paragraphs 43(A)(ii)(c) and (A)(iii)(c); and
- (g) the dates and amounts of all prior rental credits that the tenant received.

#### **Payments To The Division**

49. The Respondents shall be jointly and severally liable for payment to the Agency for Respondents' alleged unfair, abusive and deceptive trade practices identified herein in the amount of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000.00) for any lawful public purpose consistent with Md. Code Ann. Real Property § 8-909; however, this payment shall be waived so long as Respondents timely pay all amounts due under this Final Order and otherwise comply with the terms of this Final Order.

50. The Respondents shall be jointly and severally liable for payment of Seventy-Five Thousand Dollars (\$75,000) for the costs of this investigation.

51. The Respondents shall make the payments required under paragraph 50 of this Final Order in quarterly payments over five (5) years in the amount of Three Thousand Seven Hundred

and Fifty Dollars (\$3,750), with the first installment due October 1, 2025. If the Respondents fail to make any installment payment due hereunder, the full remaining amount of the payments due under these paragraphs, including the full amount due under paragraph 49, shall become immediately due and owing.

52. Upon the full and final payment of the payments, costs, and restitution amounts required by this Final Order, the Respondent Owner and Respondent Operating Company shall be released of all claims that were alleged, or could have been alleged, by the Division in its Amended Statement of Charges under the Consumer Protection Act or Consumer Debt Collection Act for their conduct that occurred prior to the entry of this Final Order.

#### **Default**

53. If Respondent Operating Company collects consumer debts on behalf of another person or entity it shall obtain within 30 days a Collection Agency License or seek an exemption with the Collection Agency Licensing Board, pursuant to MCALA. If the Collection Agency Licensing Board rejects any requested exemption, Respondent Operating Company shall have 30 days to apply for and obtain a Collection Agency License.

54. If Respondents: fail to make any installment payment pursuant to paragraphs 44 and 50-51 above within eleven (11) days of the date such payment is due under the terms of this Final Order; make an assignment for the benefit of their creditors; file or have filed against them any proceedings under any reorganization, bankruptcy act or similar law; or are adjudicated bankrupt, then all amounts due and owing under this Final Order shall become immediately due and payable, including the entire amounts owed under paragraphs 44, 49 and 50 of the Final Order.

55. Pursuant to Md. Code Ann., Com. Law § 13-403(d), the Respondents are hereby notified that if the Agency determines that the Respondents have failed to comply with this Final



Order within thirty (30) days following entry of this Final Order, the Division may proceed with enforcement of the Final Order pursuant to Title 13 of the Commercial Law Article.

56. If Respondents (a) are found to have violated any of the terms of this Final Order, or (b) are found to have violated the CPA, MCALA, or the CDCA in an action by the Agency subsequent to the entry of this Final Order, then all amounts due and owing under this Final Order shall become immediately due and payable, including the entire amount owed under paragraph 49 of the Final Order.

57. Upon the occurrence of any default on any payment pursuant to paragraphs 44 and 49 to 51 required under the terms of this Final Order, Respondents hereby irrevocably authorize and empower any attorney-at-law or Clerk of any court of competent jurisdiction in the State of Maryland, or elsewhere, to appear at any time for Respondents in any action brought against Respondents on this Final Order at the suit of the Attorneys General, by and through the State of Maryland, Office of the Attorney General, with or without declaration filed, as of any term, to waive the issuing of service of process, and therein to confess or enter judgment against Respondents, jointly and severally, for the entire unpaid sum of amounts due hereunder, together with all costs and expenses of collecting this Final Order, including reasonable attorney's fees. This authority to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until payment in full of all the amounts due hereunder has been made.

58. No delay or failure by a party in exercising any right, power, or privilege under this Final Order shall affect such right, power, or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power, or privilege preclude any further exercise thereof, or any other right, power or privilege.

### **Notice**

59. Any notices, mailing or other communications to be given pursuant to this Final Order shall be given to the Parties *via* first class mail, postage prepaid, at the addresses set forth below or to any other address subsequently designated by the Parties:

If to the Division:

Kira Wilpone-Welborn  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
(410) 576-6986  
[kwilponewelborn@oag.state.md.us](mailto:kwilponewelborn@oag.state.md.us)

and

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

If to the Respondents:

Nicole H. Sprinzen  
Hugh J. Marbury  
Cozen O'Connor  
2001 M Street, NW Suite 500  
Washington, D.C. 20036  
202-747-0781  
[hmarbury@cozen.com](mailto:hmarbury@cozen.com)

### **Enforcement**

60. The Chief of the Division, or his designee, shall resolve any disputes concerning this Final Order and enter any supplemental orders needed to effectuate its purpose.

61. This Final Order is enforceable by the Consumer Protection Division pursuant to the CPA, and any violation of this Final Order is a violation of the CPA by the Respondent who has violated its obligations.

62. Respondents understand that the Consumer Protection Division may enforce this Final Order pursuant to the CPA, Md. Code Ann., Com. Law §§13-101 through 13-501.

63. Any violation of this Final Order or any future violation of the CPA based on the type of conduct described in this Final Order shall be deemed a subsequent violation of the CPA for purposes of Md. Code Ann., Com. Law § 13-410(b) and shall be subject to the penalty provisions for any subsequent violations contained therein.

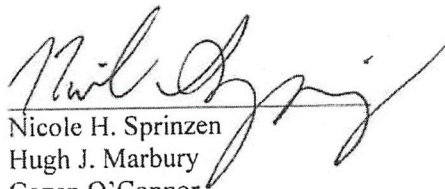
64. The individuals signing this Final Order on behalf of each of the Respondents expressly represent that he or she is a principal or officer of that Respondent and is duly authorized to enter into this Final Order on behalf of that Respondent.

65. Undersigned counsel for the Respondents confirms that they have authority to execute this Final Order on behalf of each of the Respondents.

Approved as to form and substance by:


RESPONDENTS

By:

  
Nicole H. Sprinzen  
Hugh J. Marbury  
Cozen O'Connor  
2001 M Street, NW Suite 500  
Washington, DC 20036

CONSUMER PROTECTION DIVISION  
OFFICE OF THE ATTORNEY GENERAL

By:

  
Kira Wilpone-Welborn  
Karen Valentine  
Assistant Attorneys General  
200 St. Paul Place, 16th Fl.  
Baltimore, MD 21202

Heather Hill Property Company, LLC

By: 


Heather Hill Operating Company, LLC

By: 

SO ORDERED,

CONSUMER PROTECTION DIVISION  
OFFICE OF THE ATTORNEY GENERAL

Date: 9/3/25

By:   
Steven M. Sakamoto-Wengel  
Executive Counsel to the Attorney General and  
Chief's Designee