

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

ADAM HILOW, individually and d/b/a IKIA, INC.;
HAFSA EMAN f/k/a HAFSA HUSSEIN, individually
and d/b/a IKIA, INC.; and
IMAM ALKISAI INSTITUTE OF AMERICA, INC.
d/b/a IKIA, INC.

Plaintiffs,

v.

ANNAN CENTER, LLC;
MICHAEL CHOI;
COMMERCIAL MANAGEMENT COMPANY d/b/a
COMMERCIAL MANAGEMENT COMPANY OF
VIRGINIA ; and STEPHANIE BAUMGARTNER

Defendants.

Case No. 1:17-cv-00228

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Plaintiffs Adam Hilow, individually and d/b/a IKIA, Inc., Hafsa Eman f/ka Hafsa Hussein, individually and d/b/a IKIA, Inc., and Imam Alkisasi Institute of America, Inc. d/b/a IKIA, Inc., by and through counsel, pursuant to the Federal Rules of Civil Procedure, and for their causes of action against Defendants Annan Center, LLC, Michael Choi, Commercial Management Company, and Stephanie Baumgartner, allege as follows:

I. INTRODUCTION

1. This is a civil action brought under 42 U.S.C. §§1981 and 1985, the Constitution of the United States, and the Constitution and laws of the Commonwealth of Virginia, seeking compensatory, special, consequential and punitive damages, and such other related relief as the

Court deems just and proper, for violation, and conspiracy to violate, the civil rights, privileges and immunities of the Plaintiffs, and for other injuries to Plaintiffs, further asking for reasonable attorney fees as allowed by 42 U.S.C. 1988 and litigation costs, for the injuries caused to Plaintiffs. Plaintiffs further allege certain state claims for infliction of emotional distress; breach of lease; breach of implied covenant of quiet enjoyment; intentional interference with prospective economic advantage; trade slander; and civil conspiracy. Plaintiffs' injuries were proximately caused by Defendants' acts, actions, conduct or omissions, and were the result of intentional, malicious, deliberate indifference and/or reckless disregard for the Plaintiffs' rights.

II. JURISDICTION AND VENUE

2. This action arises under the United States Constitution, under federal law, 42 U.S.C. §§ 1981 and 1985, and the Constitution and laws of the Commonwealth of Virginia.
3. This Court possesses original jurisdiction over Plaintiff's civil rights claims by operation of 28 U.S.C. §§ 1331 and 1343, and possesses jurisdiction over Plaintiffs' state claims by operation of applicable Virginia statutes, and by reason of such claims exceeding the amount of \$75,000, exclusive of interest and costs.
4. Venue is proper under 28 U.S.C. § 1391 in the Eastern District of Virginia because all or substantial part of the events or omissions on which the claims herein are based occurred there.
5. This Court is authorized to award nominal damages under 28 U.S.C. § 1343(a)(4).
6. This Court is authorized to award attorney's fees and related expert fees under 42 U.S.C. § 1988(b) and (c).

III. PARTIES

7. Plaintiffs Adam Hilow (“Hilow”) and Hafsa Eman f/ka Hafsa Hussein (“Eman”) are husband and wife, respectively, natives of Somalia, naturalized citizens of the United States, residents of Annandale, Virginia, and adherents of the Islamic faith. Each is also a person in a protected class recognized as Afro-American or Black and each is further recognized as being of Arab ethnicity. At the time of the acts, actions, conduct and omissions complained of herein, each of Hilow and Eman were doing business together in Virginia under the name of “IKIA, Inc.”

8. Plaintiff Imam Alkisasi Institute of America, Inc., d/b/a IKIA, Inc. (sometimes referred to herein as “IKIA”, “Learning Center” or “Institute”) is a Virginia corporation, and at the time of the acts, actions, conduct and omissions complained of herein, was operating as a private learning center and school for Muslim students at the elementary and high school level, duly licensed in Fairfax County, Virginia, and was located at 4115 Annandale Road, Annandale, Virginia 22003, Virginia, within the Eastern District, which entity is currently located at 2810 Old Lee Highway, Suite 100, Fairfax, Virginia 22031, within the Eastern District, at all times relevant hereto being owned by Plaintiffs Hilow and Eman; the Institute, in collaboration with the University of the Holy Quran and Islamic Sciences, of Khartoum, Sudan, also offers adult online degree programs (Bachelors, Masters and Doctoral) in Quranic Studies and Arabic.

9. Defendant Annan Center, LLC (“Center” or “Landlord”) is a Virginia limited liability company, which, on information and belief, owns and operates a commercial building located at 4115 Annandale Road, Annandale, Virginia 22003 (the “Building”).

10. Defendant Michael Choi (“Choi”), on information and belief, is a resident of Annandale, Virginia, and an owner of the Center.

11. Defendant Commercial Management Company (“Commercial Management”) is a Maryland corporation, located at 1370 Lambertson Drive, Silver Spring, Maryland 20902, doing business in Virginia as a foreign corporation under the name of “Commercial Management Company of Virginia”, which on information and belief by contract oversees the management of the Building.

12. Defendant Stephanie Baumgartner a/k/a Stephanie Baumgartner McQueeney (“Baumgartner”), on information and belief, is a resident of Maryland, and employee of Commercial Management and Property Manager for the Building.

13. On information and belief, at all times relevant to the causes of action alleged herein, each Defendant was an agent and/or employee of each of the other Defendants and in undertaking the acts, actions, conduct or omissions alleged herein, each of the Defendants was acting within the scope of such agency or employment and with the permission and consent of the other Defendants.

14. On further information and belief, each of the Defendants was acting in concert with each of the other Defendants at all times relevant to the causes of action alleged herein.

III. STATEMENT OF FACTS

15. On or about October 25, 2012, IKIA entered into an Office Building Lease (the “Lease”) with the Center for the rental, at an initial base rent of \$6,216.00 per month, of suites 207, 208 and 209 within the Building, comprising a leasehold interest of approximately 4,144 square feet (the “Property”) for an initial term beginning on November 1, 2012 and ending on October 31, 2015. A copy of the Lease, including the Building Rules and Regulations, which are a part thereof, is attached hereto at Exhibit 1.

16. Among other things, the Lease provided for IKIA, as lessee, to pay the Center, as lessor, additional rent for certain Operating Costs in excess of the rental base year of 2012; for IKIA to use the premises for the intended purpose of “a Learning Center and other related activities such as conferences, seminars, symposiums and prayers, etc.”; and for the Center to furnish without cost to IKIA certain “facilities, maintenance and services” with “first rate materials in a first-rate manner,” including sufficient electricity, heat, air-conditioning, automatic elevator service, adequate toilet facilities and all necessary supplies and complete janitorial service, including sweeping and vacuuming of floors, entrances and corridors, washing of all fixtures and floors in toilet rooms, emptying wastebaskets, interior and exterior window cleaning annually, and spot cleaning of walls, doors and floors and replacement of fluorescent lamps and ballasts.

17. On or about November 9, 2015, IKIA and the Center entered into an Amendment to Lease (the “Lease Amendment”), extending the term of the initial Lease through January 31, 2016, on a month-to-month basis, for a minimum guaranteed rent of \$7,500.00 per month, a copy of the Lease Amendment is attached hereto at Exhibit 2. By mutual agreement of the parties on or about January 29, 2016, due to an emergency of IKIA, the term of the lease was extended through the end of February 2016, during which time IKIA vacated the Property and Building.

18. After entering into the Lease, there slowly began a series of complaints by the Center and its agents directed at the Plaintiffs in regard to the tenancy of IKIA, which appeared at first to be nothing more than simple landlord-tenant disputes; however, over time, these complaints grew into a repeated and ever escalating build-up of ill-founded, harassing, humiliating, embarrassing and distressing charges, as initiated by the Center at the direction of Defendant Choi and/or his agents, Defendants Commercial Management and Baumgartner, ultimately causing injury to the Plaintiffs.

19. Among other things, the complaints included allegations of misuse of the Property by IKIA as a “church”; excessive noise originating from the Property; increased foot traffic in common areas such as stairwells and parking areas; improper bathroom practices of IKIA and its members; cleanliness of the Property, including screens and blinds; and removal of walls in connection with interior renovations of the Property, designed en toto and ultimately being revealed and manifested as an effort to oust IKIA and its members and students from the Property and Building in derogation of the Plaintiffs’ civil rights and property rights under the Lease.

20. The Center’s complaints in the preceding paragraph were initially addressed by then counsel for IKIA, Peter W. Rim, Esq., of the Annandale, Virginia law firm of Lohrmann & Rim, P.C., in a letter to Defendant Baumgartner, dated January 16, 2014, copy attached hereto as Exhibit 3.

21. In summary, as a result of his investigation and analysis of the Center’s complaints, including, in certain instances, the interviewing of other Building tenants, Mr. Rim concluded in his letter and Plaintiffs allege that:

a. The Landlord’s allegation that IKIA misrepresented the use of the Property by currently using it as a “church” to hold prayer meetings, worship and services was misplaced and could not be “farther from the truth” in that IKIA is closed on Fridays, the Muslim day of worship, on which day most of its members pray in their local mosques. Moreover, to the extent the Landlord may have observed any prayers being recited by IKIA members, such prayers are part of the classroom education and are in compliance with section 11 of the Lease, which states that the intended use of the property is for a Learning Center, including, as Mr. Rim notes, the holding of “conferences, seminars, symposiums and *prayers*, etc.”

b. The Landlord's allegation that excessive noise originated from the Property is also without merit, as Mr. Rim interviewed other tenants in the Building on both the first and second floors (IKIA is located on part of the second floor), who were unable to confirm any allegations of excessive noise.

c. Regarding the allegation of excessive foot traffic in common areas, Mr. Rim averred that such traffic could be reasonably anticipated as it is "questionable as to how IKIA, or any Learning Center is supposed to operate its educational business, maintain its student body, comply with its financial obligations to the Landlord and other third parties" without there being foot traffic in common areas. With respect to the stairwells Mr. Rim noted that "out of courtesy to the other tenants and their clients and customers," IKIA encouraged its students and members to use the Building's stairwells in order to avoid holding up the Building's elevators.

d. As to bathroom practices, Mr. Rim stated there was no independent evidence or specific information to verify that the acts complained of by the Landlord in respect of IKIA and its members allegedly "making a mess" in the bathrooms. Moreover, under Section 18(C)(6) of the Lease, IKIA is to receive "[c]omplete janitorial service" (except on Saturdays, Sundays and holidays) to include sweeping or vacuuming of floors, entrance areas, and corridors, the emptying of wastebaskets and the washing of "all fixtures and floors in toilet rooms."

e. Regarding the cleanliness of the Property including its screens, blinds and windows, Mr. Rim stated that he is in agreement that the window blinds and screens were not clean and were in disrepair, a fact of which IKIA notified the Landlord during inspection after signing the Lease, which screens and blinds have remained in the same condition since that time. Similarly, after noting during its walk-through inspection that window screens were torn and the windows translucent, and notwithstanding IKIA's efforts to clean the windows on its own

without sufficient tools to do so, it remains the Landlord's responsibility under section 18(C)(6) of the Lease to provide "[a]nnually: Interior and exterior window cleaning."

f. As to the allegation that walls were taken down in the Property without the Landlord's permission, Mr. Rim observed that "IKIA has fully informed the Landlord of any interior renovations it planned to perform in the Property and received written authorization from the Landlord accordance with Section 21 of the Lease" for which there is an email trail between defendant Baumgartner and IKIA's commercial broker, Mr. Suliman Ishag.

22. Thereafter, Mr. Rim, in March 2014, in responding to an earlier email from Defendant Baumgartner, who was complaining that another tenant had complained about IKIA's activities expressed his concern about Defendant Baumgartner acting upon uninvestigated complaints from other tenants, stating--

"That's exactly our concern with this whole issue with proceeding with action based on the alleged complaints by other tenants. Some tenants are informing us that there is no problem with IKIA. I am concerned that this may be some type of bias or prejudice by some of the other tenants because my clients are muslims [sic]."

Attached hereto at Exhibit 4 is a copy of the exchange of email between Baumgartner and Rim.

23. On April 28, 2014, acting upon a "possible complaint" from a tenant about "people in Arab dress doing by our door all afternoon on Sunday," Defendant Baumgartner again relayed such unverified allegations against IKIA to Mr. Rim, who called it to the attention of Plaintiff Hilow, who flatly stated "that is not [the] truth." Attached hereto as Exhibit 5, is a copy of the email exchange among Baumgartner, Rim and Hilow.

24. Despite the efforts of IKIA and its counsel in seeking to refute or otherwise resolve the above referenced complaints, the Defendants persisted in their injurious actions to harass, embarrass, humiliate and distress the Plaintiffs, including the filing by the Center on or about October 10, 2014, of an unwarranted and unlawful detainer action against Plaintiff Hilow d/b/a

IKIA, Inc. in the Circuit Court of Fairfax County, Virginia, which was subsequently non-suited by the Center.

25. Thereafter, Mr. Rim found it further necessary, in an email dated November 17, 2014 to Defendant Baumgartner and Dottie Burgess of the Commercial Management accounting department, copy attached hereto at Exhibit 6, to address certain new and continuing disputes with the Landlord, hereby alleged, to wit, the fact that envelopes addressed to IKIA and delivered to the Building were being received by IKIA with a stamped "Received Date" by someone other than an employee of IKIA, each having been torn and resealed with tape; that IKIA was being improperly invoiced \$2,400.00 for "extra bathroom cleaning," which IKIA neither caused to be done nor agreed to pay, plus \$300.00 for "broken screens," which were broken at the time IKIA entered into the Lease and which cost the Landlord was now trying to fob off on IKIA.

26. Additionally, Mr. Rim notes in his email that Defendant Baumgartner stated "that the Landlord would forgive any and all fees and penalties if IKIA wants to break the Lease term early and move out."

27. The above paragraph reflects but a small part of the unrelenting effort by the Defendant Center/Landlord, and its owner(s) and agent(s), to attempt to oust the Plaintiffs from the Building and terminate the Lease, to which end IKIA was repeatedly dunned in emails and letters from Defendant Baumgartner with notices of termination or the threatening of the same for unsupported and specious alleged violations of the Lease, including among other actions, a December 3, 2014 certified mail notice of termination of Lease and a letter dated January 20, 2015, confirming termination of Lease ending in February based on alleged complaints of

bathroom practices, parking violations, broken windows and screens, noise, crowding of stairwells and hallways, etc.

28. In addition to the above referenced letters, Plaintiff Hilow received numerous emails from Defendant Baumgartner, noticing or threatening termination or other actions, including but not limited to emails dated: February 14, 2013 (complaining of alleged bathroom odors and threatening to terminate the Lease without further warning) and again on February 14, 2013 (complaining of alleged noise and parking violations, threatening to tow vehicles of IKIA members with “no further warnings”); April 19, 2013 (threatening to lockdown the restrooms so that “the school may not use them” and further threatening eviction); April 25, 2013 (complaining of alleged crowding of common areas, restroom abuse, and noise, giving notice of the Landlord’s intention to bill for alleged damage to bathroom sinks, and issuing another termination warning); May 3, 2013 (renewing a “last warning” of termination); November 18, 2013 (advising that the “Lease will terminate effective December 20, 2013, and directing that “all belongings” of IKIA be removed from the Property); November 20, 2013 (advising of Defendant Baumgartner’s “choice” to terminate the Lease); and December 20, 2013 (advising that “after hours of research, the Landlord has decided to terminate the lease effective January 31, 2014”).

29. The above referenced emails were in addition to numerous other written communications from Defendant Baumgartner to Plaintiff Hilow, each styled a “Default Letter”, claiming rental or other payments to be due, when, in fact, IKIA had an almost spotless record of making payments on time or within the prescribed 5-day “grace period” of the Lease. Such Default Letters were dated May 10, 2014; July 31, 2014 (alleging default for Lease violations based on covenants of quiet enjoyment, and lessee’s care); October 29, 2014 ; December 3, 2014;

December 23, 2014 (alleging default for nonpayment of legal fees of Landlord neither agreed to nor incurred by IKIA, and failure to pay bills for bathroom cleaning and broken screens, neither of which obligations were incurred by or agreed to by IKIA); April 14, 2015; and May 14, 2015.

30. In or about January 2015, IKIA retained as its new counsel Ibrahim Moiz, Esq., of the Business Law Group firm of Fairfax, Virginia, who continued in a good faith effort on behalf of his client to resolve various new or ongoing disputes manufactured by the Defendants to injure the Plaintiffs and attempt to coerce them to quit their Lease.

31. Among the new disputes impinging upon the Plaintiffs' rights under their Lease were unsupported allegations by the Landlord of IKIA "propping open" certain exterior doors, which IKIA had done at times of high foot traffic to facilitate the prompt entrance or exit of its members during such times, about which the Lease is silent as to any prohibitions against such actions, as well as a further demand by Defendant Baumgartner that IKIA pay the Center's legal fees in connection with the detainer filed by the Center in connection with the Lease and non-suited by the Center.

32. In contesting these and other demands by the Defendants, Mr. Moiz, in a letter to Ms. Baumgartner, dated January 16, 2015, a copy of which is attached hereto at Exhibit 7, expressed the further concern and alleged that on December 21, 2014, a man was observed videotaping and taking pictures of the Learning Center students, which allegations are hereby re-alleged. At the time, this was brought to the attention of the Learning Center staff, who asked such person to leave. The person refused to identify himself, stating that he was acting on behalf of Defendant Baumgartner with her permission. The individual did not seek approval from the students' parents or guardians to take pictures and videotape IKIA's students, which IKIA brought to the attention in a complaint to the Fairfax County Police Department (Case Number 2014-3570172).

33. In continuing injury to IKIA, Defendant Baumgartner in a letter to Mr. Moiz, dated January 20, 2015, a copy of which is attached hereto at Exhibit 8, responding to Mr. Moiz's January 16, 2015 letter, levelled further ill-founded, harassing, humiliating, embarrassing and distressing charges against IKIA and its members and students of, among other things, unsafe and abusive parking; damage to screens and blinds; use of restrooms and stairwells as a "playground"; "loud noise" by reason of the number of persons who enter the Building at one time, as well as reasserting her previous claims concerning bathroom cleanliness and use by IKIA and its members and students.

34. In response to the allegations of Defendant Baumgartner contained in the preceding paragraph, Mr. Moiz, by letter dated January 26, 2015, copy attached hereto at Exhibit 9, requested of Defendant Baumgartner that she provide him with specific evidence of the matters complained of and of which he further noted IKIA's previous attorney, Peter Rim, Esq., had requested the same evidence. Neither Defendant Baumgartner nor the Landlord provided any substantiation for their claims to either IKIA or its counsel.

35. In his letter Mr. Moiz further reminded Ms. Baumgartner of the Landlord's obligation under the Lease to provide IKIA as tenant "with quiet enjoyment of the premises," further stating that he had been authorized to look into the prospect of legal action against the Center for its behavior and refusal to provide IKIA with quiet enjoyment of the premises.

36. By letter dated January 28, 2015, Mr. Moiz gave Notice of Breach of Lease alleging that the Center failed to provide adequate toilet facilities and all necessary toilet supplies and complete janitorial service as required by the Lease, further stating that IKIA's bathrooms had not been cleaned for approximately one week and that bathroom supplies had run out and,

further, that the premises had not been vacuumed or swept for a week, which allegations are hereby re-alleged. Attached hereto at Exhibit 10 is a copy of Mr. Moiz's letter.

37. Failing any reply to his two previous letters, Mr. Moiz, in yet another letter to Defendant Baumgartner, dated February 17, 2015, further alleged that security cameras had been installed in the Building, but only on the second floor adjacent to the suites where IKIA is located, which allegations are hereby re-alleged, and further inquired as to the purpose of the cameras, the storage of the recordings, and the backgrounds of the individuals viewing the recordings. He also asked to review the Landlord's policies concerning the retention of the recordings in order to ensure proper safeguards are provided for the recording of minors. Mr. Moiz further noted that the Fairfax County Police Department advised that written permission of the minors' parents or guardians be sought for such recordings. Attached hereto at Exhibit 11 is a copy of Mr. Moiz's letter.

38. In response to a March 2, 2015 letter received from Charles B. Thomas, Esq., of the law firm of Bean, Kinney and Korman, PC, counsel for the Center, and an earlier telephone conference with Mr. Thomas, offering IKIA to quit the Property at the end of the school year (July 31, 2015), by letter dated March 4, 2015 from Mr. Moiz to Mr. Thomas, Mr. Moiz stated that in view of IKIA having spent a substantial amount of money in building out the Property and for attorneys' fees and costs to defend itself against the detainer action brought by the Center and subsequently non-suited by the Center, IKIA intended to continue to fulfill its obligations under the Lease and remain in the Property until the end of the Lease term. A copy of Mr. Moiz's letter is attached hereto as Exhibit 12.

39. In his letter referenced in the preceding paragraph, Mr. Moiz further makes clear, and Plaintiffs hereby allege, that it is the position of IKIA that the Center "has engaged in activity

that is inappropriate for a Landlord and has on numerous occasions humiliated the Institute and its administration. This has had a detrimental effect on the Institute [i.e., IKIA], its administration, volunteers, staff, students and parents.”

40. Mr. Moiz further states and Plaintiffs hereby allege that:

“The Board believes the message being sent by the Landlord (which you confirmed during our phone call) is that they are not welcome as tenants. This is evidenced by the unwarranted unlawful detainer filed against the Institute (which was non-suited), the video recording of the students and parents during dismissal time by a third-party, unknown to the Institute, the failure [sic] to provide services required under the Lease, and most recently, the installation of security cameras in front of the Institute’s suites. The Institute has never been in default under the Lease and does not believe the attitude and actions of the Landlord directed towards it are warranted or justified.

Due to the current climate and recent violence that has been directed towards American Muslims, the administration is gravely concerned about the actions of Ms. Baumgartner and the Landlord. In an effort to be diligent and proactive, the Institute has filed two police reports with the Fairfax County Police Department.” [Case number 150450941]

41. Other overt acts taken by the Defendants in an effort to oust Plaintiffs from the Center included but were not limited to: Defendants’ refusal to list IKIA on the Center’s directory of tenants posted in the Center’s lobby; Defendants’ removal of the blinds on the windows of the areas occupied by Plaintiffs under the Lease and subsequent refusal to replace the blinds unless prepaid by IKIA; Defendants’ installation of new windows in areas occupied by other tenants but not in those areas occupied by Plaintiffs under the Lease; Defendants’ refusal to repair a faulty HVAC system serving the areas leased by the Plaintiffs; and Defendants deliberately increasing the heating or cooling of the areas occupied by the Plaintiffs under the Lease to uncomfortable levels.

42. After considerable emotional, economic and other distress and injury being visited upon Plaintiffs by Defendants, and in derogation of the civil rights of Plaintiffs Hilow and Eman, in

February, 2016, IKIA vacated the Property, after which the Defendants Center/Landlord refused without cause to return to the Plaintiffs their security deposit made upon signing of the Lease.

43. In or about March 2016, IKIA relocated its operations to its current address in Fairfax County, Virginia. Due to the move, the Institute lost 20 students, representing a significant portion of its student body prior to relocation.

COUNT I
42 U.S.C. § 1981
IMPAIRMENT OF EQUAL RIGHTS UNDER THE LAW
(AGAINST DEFENDANTS BAUMGARTNER AND CHOI)

44. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

45. Plaintiffs Hilow and Eman are members of a protected class of persons; in that Hilow and Hafsa Eman are each an Afro-American or of the Black race and of Arab ethnicity.

46. Defendant Baumgartner is of the White race and not a member of Plaintiffs Hilow's and Eman's class, and is an employee of Defendant Commercial Management, which on information and belief is a business entity that is owned and principally operated by individuals who are not members of Plaintiffs Hilow's and Eman's races.

47. Defendant Choi is of the Asian race (on information and belief, Korean-American) and not of Plaintiffs Hilow's and Eman's race or ethnicity, and is an owner of Defendant Commercial Management, which on information and belief is owned and principally operated by individuals who are not members of Plaintiffs Hilow's and Eman's race or ethnicity.

48. During the term of the Lease for the period commencing in early 2013, Defendants Choi and Baumgartner, either directly or through their authorized agents, committed certain discriminatory acts, actions, or conduct against the Plaintiffs Hilow and Eman and their jointly-

owned limited liability company, IKIA, because of Hilow's and Eman's race or ethnicity by virtue of their membership in the Black race or being African-Americans of Somali origin and Arab ethnicity and of the Islamic faith, which class membership interfered with and adversely affected the their protected activities in regard to IKIA's Lease with Defendant Center.

49. By such unlawful undertakings of Defendant Baumgartner and Choi, being acts or failures to act, have caused damage to the Plaintiffs.

50. The Defendants Baumgartner's and Choi's motivating reason for their actions was Plaintiffs Hilow's and Eman's race and ethnicity, and the Defendants at all times related to this cause of action knew of Hilow's and Eman's class membership.

51. Plaintiffs Hilow and Eman are entitled to equal rights, full and equal benefit of all laws and proceedings for the security of persons and property, as enjoyed by other races and ethnic groups, which includes Defendants Choi's and Baumgartner's races and ethnic groups, including the right to make and enforce contracts and to the specific enjoyment of all benefits, privileges, terms, and of the contractual relationship with the Center, derived by them through their then ownership and operation of IKIA, and subject to like punishment, pains, penalties, taxes, licenses and exactions of every kind, and no other, as with other races and ethnic groups.

52. Plaintiffs Hilow's and Eman's equal protection rights were impaired by the Defendants.

53. Defendants Baumgartner and Choi acted intentionally, maliciously, with gross negligence, and with deliberate indifference to and/or reckless disregard for the Hilow's and Plaintiffs' rights that were clearly established at such time.

54. Defendants Baumgartner and Choi at all times relevant to this action knew should have known that their acts, actions, and conduct violated clearly established law so as to deny

Plaintiffs Hilow and Eman their civil rights, privileges or immunities secured under federal law and the Constitution.

55. As a direct result of the Defendants Baumgartner's and Choi's' acts, actions, conduct or omissions, Plaintiffs Hilow and Eman sustained personal injury, economic damages and were deprived of full and equal treatment of the law, taxes and punishment as enjoyed by other races, which unequal treatment by such Defendants' acts, actions and conduct or omissions is the proximate cause of Plaintiffs Hilow's and Eman's injuries and damages in an amount to be proven at trial and for which Defendants are liable.

COUNT II
42 U.S.C. § 1985
CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
(AGAINST DEFENDANTS BAUMGARTNER AND CHOI)

56. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

57. From the acts, actions, conduct or omissions taken by Defendant Baumgartner, acting as Property Manager in the employment of Defendants Commercial Management, in conjunction with and as authorized agent of Defendant Center and its owner, Defendant Michael Choi, it can be inferred that such acts, actions, conduct or omissions, and those of Mr. Choi, acting personally or through their respective business entities or the authorized agents thereof, were motivated by a racial or ethnic class-based discriminatory animus authorized and designed in a conspiracy by Defendants Baumgartner and Choi to deprive, directly or indirectly, Plaintiffs Hilow and Eman of their civil right to equal protection and other rights under the law.

58. The Defendants Baumgartner's and Choi's conspiracy caused injury and damages in an amount to be proven at trial to Plaintiffs Hilow's and Eman's right to the full enjoyment of the

benefits, privileges, terms and conditions of the leasehold interest in the Property and equal protection under law.

**COUNT III
STATE CLAIMS
INFLICTION OF EMOTIONAL DISTRESS
(AGAINST DEFENDANTS BAUMGARTNER AND CHOI)**

59. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

60. Defendants Baumgartner and Choi, during the relevant periods of the Lease, individually or acting through their respective authorized agents or business entities, intentionally or recklessly engaged in various discriminatory acts and related conduct within or without the scope and course of their employment or position as officials of Defendants Center and Commercial Management, respectively, with the specific purpose of causing Plaintiffs Hilow's and Eman's humiliation, ridicule and severe emotional distress and injury to their livelihood in owning and operating IKIA.

61. Defendants Choi and Baumgartner knew or should have known at the time that their conduct was outrageous or so intolerable and extreme as to go beyond all possible bounds of decency and be regarded as atrocious and utterly unacceptable in a civilized community.

62. Such conduct was the proximate cause of the resulting emotional distress suffered by Plaintiffs Hilow and Eman and arising from the deliberate and malicious acts of the Defendant Center's owner(s) and agent(s), Defendants Choi and Baumgartner, as set forth herein.

63. The Plaintiffs as a result of the Defendants Choi's and Baumgartner's conduct, suffered severe emotional distress, which manifested itself in physical injury, including but not limited to anxiety attacks for which Plaintiff Eman, who was pregnant during part of such time, was

required to seek treatment by three separate physicians for injuries and damages in an amount to be proven at trial.

**COUNT IV
STATE CLAIMS
BREACH OF LEASE
(AGAINST ALL DEFENDANTS)**

64. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

65. Defendant Center as landlord, and Defendant Choi as owner of the Center, and Defendant Baumgartner as employee of Commercial Management , the agent of the Center responsible for administration of the Property under the Lease, materially breached the Lease or caused its breach, by failing, among other things, to provide adequate toilet facilities and all necessary toilet supplies and complete janitorial service as required by the Lease, and by failing to clean IKIA's bathrooms and failing to sweep or vacuum the areas occupied by IKIA premises for a one week period, as described in paragraph 26 above and further stated by Ibrahim Moiz, Esq., counsel for IKIA, in the Notice of Breach of Lease served on Defendant Baumgartner, previously attached hereto as Exhibit 9, and by other acts, including but not limited to the refusal of Defendant Center/Landlord to return the Plaintiffs' Lease security deposit, causing the Plaintiffs damages in an amount to be proven at trial.

66. Plaintiffs performed all of their obligations under the Lease.

**COUNT V
STATE CLAIMS**

**BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT
(AGAINST ALL DEFENDANTS)**

67. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

68. Implied in the Lease agreement between Defendant Center and Plaintiff IKIA is a covenant that Defendants Center, as Landlord, would not interfere with Plaintiffs' quiet enjoyment of the Property during the term of the Plaintiffs' tenancy. This covenant for lessees' quiet enjoyment is codified in Va. Code § 55-78, affording them during the term of their tenancy the right to peaceful possession and enjoyment of the premises without any interruption or disturbance from any person.

69. Defendant Center as landlord, and Defendant Choi as owner of the Center, and Defendant Baumgartner as employee of Commercial Management, the agent of the Center responsible for administration of the Property under the Lease, materially breached, or caused to be breached, the implied covenant of quiet enjoyment as alleged herein by the unrelenting and unjustified complaints directed to Plaintiff IKIA and its owners, Plaintiffs Hilow and Eman.

70. As a direct and proximate result of Defendants' breach of the covenant of quiet enjoyment, the value of Plaintiffs' leasehold was materially diminished as a result Plaintiffs suffered damages in an amount to be proven at trial.

**COUNT VI
STATE CLAIMS
INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
(AGAINST ALL DEFENDANTS)**

71. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

72. Defendants by their wrongful acts intentionally interfered with the prospective economic relationships between Plaintiffs and the parents or guardians of the children who were being educated at the Institute. As a proximate result of Defendants' wrongful acts, Plaintiffs suffered monetary damages be proven at trial.

73. By their wrongful acts, Defendants intended to damage Plaintiffs' relationships with the parents or guardians of the IKIA's students and intended to cause injury to Plaintiffs. Such acts by Defendants were committed with malice and a willful and conscience regard of the rights of the Plaintiffs as tenants, entitling plaintiffs to recover punitive damages against defendants in an amount to be proven at trial.

**COUNT VII
STATE CLAIMS
STATUTORY CONSPIRACY
(AGAINST ALL DEFENDANTS)**

74. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

75. Defendants unlawfully conspired and contrived with each other, among other things, to deprive Plaintiffs of their valuable leasehold interest; to attempt to compel payment of rent at times when such rent was not due under the Lease with the threat of eviction; to compel payment of charges for alleged charges not incurred by Plaintiffs in connection with the Property; to cause the withholding of the Plaintiffs' security deposit under the Lease; and to interfere with Plaintiffs' business with malice for the purpose of injuring their reputation.

76. Pursuant to Section 18.2-499 of the Code of Virginia, as amended: Any two or more persons who combine, associate, agree, mutually undertake or concert together for the purpose of (i) willfully and maliciously injuring another in his reputation, trade, business or profession by any means whatsoever or (ii) willfully and materially compelling another to do or perform any

act against his will, or preventing or hindering another from doing or performing any lawful act, shall be jointly and severally guilty of a Class I misdemeanor . Such punishment shall be in addition to any civil relief recoverable under Section 18-2.500 of the Code of Virginia, as amended.

77. Defendants by their acts and action, combined, associated, agreed, mutually undertook and acted in concert together in an intentional and conscious scheme for the purpose of maliciously and willfully injuring the Plaintiffs in their reputation, trade and business.

78. Such actions were intentional, without legal justification and constitute legal malice and have directly and proximately caused Plaintiffs substantial damages. Pursuant to Section 18.2-500 of the Code of Virginia, as amended, plaintiffs are entitled to three-fold their actual damages, attorney's fees and costs.

79. Plaintiffs were damaged as a direct, proximate and foreseeable result of the willful and intentional conduct of Defendants and their conspiratorial conduct in willful disregard of Plaintiffs' rights, thus justifying the awarding punitive damages to Plaintiffs in an amount to be proven at trial.

**COUNT VIII
STATE CLAIMS
COMMON LAW CONSPIRACY
(AGAINST ALL DEFENDANTS)**

80. Plaintiffs re-allege and incorporate the preceding paragraphs hereto, as if fully set forth herein.

81. Defendants unlawfully conspired and contrived with each other, among other things, to deprive Plaintiffs of their valuable leasehold interest; to attempt to compel payment of rent at times when such rent was not due under the Lease with the threat of eviction; to compel payment

of charges for alleged charges not incurred by Plaintiffs in connection with the Property; to cause the withholding of the Plaintiffs' security deposit under the Lease; and to interfere with Plaintiffs' business with malice for the purpose of injuring their reputation.

82. Defendants combined, associated, agreed, mutually undertook and concerted together for the purpose of willfully and maliciously injuring Plaintiffs in their reputation, trade, business or profession.

83. Defendants, by their acts and action, combined, associated, agreed, mutually undertook and acted in concert together in an intentional and conscious scheme for the purpose of maliciously and willfully injuring the Plaintiffs in their reputation, trade and business.

84. Such actions were intentional, without legal justification and constitute legal malice and have directly and proximately caused Plaintiffs substantial damages.

85. Plaintiffs were damaged as a direct, proximate and foreseeable result of the willful and intentional conduct of Defendants and their conspiratorial conduct in willful disregard of Plaintiffs' rights, thus justifying the awarding punitive damages to Plaintiffs in an amount to be proven at trial.

IX. JURY DEMAND

Plaintiffs hereby demand a trial by jury on the claims set forth herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for judgment as follows:

- a. That this Court award the Plaintiffs such nominal, compensatory, consequential, special, treble, punitive and such other damages as may be appropriate.
- b. That this Court award Plaintiffs' costs and expenses of this action, including a reasonable attorneys' fees award, in accordance with 42 U.S.C. § 1988.

