

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
6611 Kenilworth Avenue, Suite 200  
Riverdale, Maryland 20737

Plaintiff

v.

CAROLYN J. CHEN  
11710 Old Georgetown Road, #1206  
Rockville, Maryland 20850

Defendant

IN THE

DISTRICT COURT

FOR

MONTGOMERY COUNTY

CASE NO.: D-06-CV-24-011000

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**COMPLAINT**

Plaintiff, The Maryland-National Capital Park and Planning Commission (hereinafter "Plaintiff"), by and through undersigned counsel, hereby sues Defendant, Carolyn J. Chen (hereinafter "Defendant"), and states as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff, a public body corporate and state-created agency with jurisdiction in Montgomery and Prince George's counties, owns, maintains, and operates parks and recreational facilities at various locations in Montgomery County, including the subject properties of Laytonia Recreational Park, located at 7300 Airpark Road in Gaithersburg, Maryland, and Martin Luther King Recreational Park, located at 1120 Jackson Road in Silver Spring, Maryland.

2. Defendant resides at 11710 Old Georgetown Road, #1206, in Rockville, Montgomery County, Maryland.

3. The acts and/or omissions giving rise to this action occurred in Montgomery County, Maryland, and involved properties located therein.

## **BACKGROUND**

4. During a period spanning from June 2022 to July 2023, Defendant requested reservations and/or permits for, and obtained, no less than thirty-three (33) reservations and/or permits to utilize two recreational fields owned and operated by Defendant's Montgomery County Parks Department (hereinafter "Department"): Laytonia Recreational Park, located in Gaithersburg, Maryland, and Martin Luther King Jr. Recreational Park, located in Silver Spring, Maryland.

5. Collectively, Plaintiff charged Defendant nineteen-thousand one-hundred ninety dollars and no cents (\$19,190.00) for said reservations and/or permits which were obtained by Defendant for purposes of utilizing Plaintiff's recreational fields.

6. In transacting with Plaintiff, for each and every reservation and/or permit obtained, Defendant falsely, negligently, and intentionally misrepresented to Plaintiff's department staff that she was acting in her capacity as a Montgomery County Council employee on behalf of that body. Further, Defendant falsely, negligently, and intentionally misrepresented to Defendant's department staff that payment(s) for each and every reservation and/or permit obtained would be forthcoming from the Montgomery County Council.

7. No payments having ever been received from Defendant for each and every reservation and/or permit obtained, Plaintiff ultimately was made aware of Defendant's false, negligent, and intentional misrepresentations based upon investigation(s) conducted by Montgomery County, the Montgomery County Council, and Plaintiff's department staff.

8. The results of said investigation(s) revealed that, for each and every reservation and/or permit obtained, Defendant was not in fact acting in her capacity as an employee of the Montgomery County Council, but instead that she was acting in her own self-interest and securing

the aforementioned reservations and/or permits for third parties unaffiliated with either Plaintiff or the Montgomery County Council. As to each and every reservation and/or permit obtained, Defendant was acting outside of her scope as an employee of the Montgomery County Council and at no time did the Montgomery County Council authorize Defendant to obtain said reservations and/or permits on its behalf.

9. Indeed, Defendant did not merely obtain the permits and reserve the recreational fields, but the fields were held and used during the times of the reservations.

10. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen-thousand one-hundred ninety dollars and no cents (\$19,190.00). To date, Plaintiff's attempts to collect said sum from Defendant have been unsuccessful.

**COUNT I  
BREACH OF CONTRACT**

11. The preceding paragraphs are restated and realleged as if fully incorporated herein.

12. Defendant, of legal age and sound mind, voluntarily transacted with Plaintiff from June 2022 through July 2023 in order to reserve and/or obtain permits to utilize two recreational fields owned and operated by Plaintiff: Laytonia Recreational Park, located in Gaithersburg, Maryland, and Martin Luther King Jr. Recreational Park, located in Silver Spring, Maryland.

13. In exchange for each and every reservation and/or permit obtained from Plaintiff, Defendant was required to pay Plaintiff in full for the use of its recreational fields.

14. Despite having obtained reservations and/or permits no less than thirty-three (33) times to utilize Plaintiff's recreational fields, at no time did Defendant pay Plaintiff in full for the use of its recreational fields despite making repeated promises, both verbally and in writing, to pay.

15. Therefore, Defendant breached her obligation, pursuant to the agreement between the parties, by failing to pay in full for said reservations and/or permits in exchange for utilization of the Plaintiff's recreational fields.

16. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen-thousand one-hundred ninety dollars and no cents (\$19,190.00).

Wherefore, Plaintiff demands judgment against Defendant in the amount of \$19,190.00 plus costs, and for any and all such further relief as this Honorable Court may deem appropriate.

**COUNT II  
CONTRACT--UNJUST ENRICHMENT**

17. The preceding paragraphs are restated and realleged as if fully incorporated herein.

18. In the alternative, in transacting with Plaintiff, for each and every reservation and/or permit obtained for use of Plaintiff's recreational fields, Plaintiff conferred upon Defendant a benefit that Defendant in turn used for her own self-interest and/or the interests of third parties unaffiliated with either Plaintiff or the Montgomery County Council.

19. Defendant had an appreciation and/or knowledge of said benefit.

20. Defendant's acceptance and/or retention of the benefit under said circumstances make it inequitable for the defendant to retain the benefit without the payment of its value.

21. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen thousand one hundred ninety dollars and no cents (\$19,190.00).

Wherefore, Plaintiff demands judgment against Defendant in the amount of \$19,190.00 plus costs, and for any and all such further relief as this Honorable Court may deem appropriate.

**COUNT III**  
**TORT--INTENTIONAL MISREPRESENTATION**

22. The preceding paragraphs are restated and realleged as if fully incorporated herein.

23. In transacting with Plaintiff, for each and every reservation and/or permit obtained, Defendant intentionally misrepresented to Plaintiff's department staff that she was acting in her capacity as a Montgomery County Council employee on behalf of that body. Further, Defendant intentionally misrepresented to Defendant's department staff that payment(s) for each and every reservation and/or permit obtained would be forthcoming from the Montgomery County Council.

24. Defendant's representations that she was acting on behalf of the Montgomery County Council when obtaining said reservations and/or permits were false.

25. Said falsities were either known to Defendant at the time she secured said reservations and/or permits in order to utilize Plaintiff's recreational fields, or the misrepresentations were made with such reckless indifference to the truth so as to impute knowledge to her.

26. Defendant's misrepresentations were made for the purpose of defrauding the Plaintiff in order to utilize its recreational fields on behalf of Defendant and/or third parties unaffiliated with either Plaintiff or the Montgomery County Council.

27. Plaintiff not only relied on Defendant's misrepresentations but had the right to do so with full belief of its truth. Plaintiff would not have issued reservations and/or permits to Defendant for use of the Plaintiff's recreation fields, from which damages resulted, if Defendant had not made said misrepresentations.

28. Plaintiff suffered damage directly resulting from Defendant's misrepresentations.

29. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen thousand one hundred ninety dollars and no cents (\$19,190.00).

Wherefore, Plaintiff demands judgment against Defendant in the amount of \$19,190.00 plus costs, and for any and all such further relief as this Honorable Court may deem appropriate.

**COUNT IV  
TORT--NEGLIGENT MISREPRESENTATION**

30. The preceding paragraphs are restated and realleged as if fully incorporated herein.

31. In transacting with Plaintiff, for each and every reservation and/or permit obtained, Defendant negligently misrepresented to Plaintiff's department staff that she was acting in her capacity as a Montgomery County Council employee on behalf of that body. Further, Defendant negligently misrepresented to Defendant's department staff that payment(s) for each and every reservation and/or permit obtained would be forthcoming from the Montgomery County Council.

32. Defendant, owing a duty of care to Plaintiff, negligently asserted false statements to the Plaintiff when securing reservations and permits in order to utilize Plaintiff's recreational fields.

33. Defendant intended that her statements would be acted upon by the Plaintiff so that she could procure use of its recreational fields for use by third parties unaffiliated with either Plaintiff or the Montgomery County Council.

34. At the time the reservations and/or permits were obtained, Defendant had knowledge that Plaintiff would probably rely on her statements, which were erroneous, and as such, caused Plaintiff loss and injury.

35. Plaintiff, justifiably, acted in reliance on Defendant's false statements.

36. Plaintiff suffered damage proximately caused by Defendant's negligence.

37. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen thousand one hundred ninety dollars and no cents (\$19,190.00).

Wherefore, Plaintiff demands judgment against Defendant in the amount of \$19,190.00 plus costs, and for any and all such further relief as this Honorable Court may deem appropriate.

**COUNT V  
TORT--CONSTRUCTIVE FRAUD**

38. The preceding paragraphs are restated and realleged as if fully incorporated herein.

39. Defendant, by and through her conduct detailed in the preceding paragraphs, breached a legal or equitable duty that, irrespective of her moral guilt, the law deems fraudulent because of its tendency to deceive others, to violate public or private confidence, or to injure public interests. This holds true regardless of her actual dishonesty of purpose or intent to deceive.

40. As a result of Defendant's acts and/or omissions, Plaintiff is owed nineteen-thousand one-hundred ninety dollars and no cents (\$19,190.00).

Wherefore, the Plaintiff demands judgment against Defendant in the amount of \$19,190.00 plus costs, and for any and all such further relief as this Honorable Court may deem appropriate.

Respectfully Submitted,

**Debra S. Borden, General Counsel  
Maryland-National Capital Park and Planning  
Commission**

Date: March 8, 2024

*Courtney D. Thornton* by rkg  
Courtney D. Thornton  
Senior Counsel  
AIS# 0806170243  
courtney.thornton@mncppc.org  
6611 Kenilworth Avenue, Suite 200  
Riverdale Park, Maryland 20737  
telephone: 301-454-1670  
facsimile: 301-454-1674  
*Counsel for Defendant*

*George R. H. Johnson* by rkg  
George R. H. Johnson  
Associate General Counsel  
AIS# 9812160063  
george.johnson@mncppc.org  
6611 Kenilworth Avenue, Suite 200  
Riverdale, MD 20737  
telephone: 301-454-1670  
facsimile: 301-454-1674  
*Counsel for Defendant*