

HER RESILIENCY CENTER AKA
HER RESILIENCY CENTER INC.
5432 Connecticut Avenue #309
Washington, DC 20015

* IN THE
* CIRCUIT COURT
* OF MARYLAND

-and-

* FOR
* BALTIMORE CITY

NATASHA GUYNES
5432 Connecticut Avenue #309
Washington, DC 20015

Plaintiffs

v.

* Case No.: C-24-CV-25-008999

WES MOORE
In his individual capacity
and his official capacity as Governor
100 State Circle
Annapolis, Maryland 21401

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*
*

-and-

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DOROTHY J. LENNIG, ESQ.
In her individual capacity
and her official capacity as
Executive Director of the Governor's
Office of Crime Prevention and Policy
100 Community Place
Crownsville, Maryland 21032

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-and-

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STATE OF MARYLAND

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Defendants

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COMPLAINT

Plaintiffs, Natasha Guynes ("Guynes") and Her Resiliency Center aka Her
Resiliency Center Incorporated ("HER"), through undersigned counsel, hereby sues
Defendants, the State of Maryland, Wes Moore as an individual and in his capacity

as Governor of the State of Maryland (“Moore”), and Dorothy J. Lennig as an individual and in her capacity as Executive Director of the Governor’s Office of Crime Prevention and Policy and states as follows:

PARTIES

1. Plaintiff HER is a corporation formed under the laws of Washington DC, operating in Maryland, with a principal place of business in Washington DC.

2. Plaintiff Guynes is a citizen of Maryland and resident of Baltimore.

3. Defendant Moore is the governor of the State of Maryland and is sued both in his official capacity and as an individual. Defendant Moore is the chief of the executive branch of the State of Maryland and is ultimately responsible for the Governor’s Office of Crime Prevention and Policy.

4. Defendant Lennig is the executive director of the Governor’s Office of Crime Prevention and Policy and is sued both in her official capacity and as an individual. The Governor’s Office of Crime Prevention and Policy is the entity in the State of Maryland responsible for distribution of funds under the Federal Victim of Crimes Act.

5. Defendant State of Maryland is a sovereign state of the United States of America.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to Md. Courts and Judicial Proceedings § 1-501. The Circuit Court is the highest common-law and equity courts of record exercising original jurisdiction within the

State, with full common-law and equity powers and jurisdiction in all civil cases within the county.

7. This Court has personal jurisdiction over Defendant Moore as the defendant is a resident of Maryland,

8. This Court has personal jurisdiction over Defendant Lennig as the Defendant is a resident of Maryland.

9. This Court has personal jurisdiction over Defendant State of Maryland as that is the entity that created this Court specifically for this purpose.

10. Venue is proper in this Court pursuant to Md. Courts and Judicial Proceedings § 6-201 as defendants reside, carry on regular business, or are employed in this county. Further, the principal actions of the Plaintiffs, including HER's Maryland business location, are in this county.

FACTS

11. Plaintiff HER is a non-profit organization that provides services to victims of crime in accordance with the federal Victims of Crime Act ("VOCA").

12. Plaintiff Guynes is the founder and Chief Executive Officer of HER.

13. HER is an acclaimed nonprofit that provides services to women who are victims of abuse, assault, domestic violence, kidnapping, stalking, sexual assault, sexual trafficking, are otherwise vulnerable to victimization. It will be awarded as a The Daily Record Empowering Women Winner on October 30, 2025.

14. In the last nine years, HER has helped more than 3,750 women in the Baltimore, MD, and Washington, D.C. areas.

15. Plaintiff Guynes, herself a survivor of sexual exploitation, childhood

abuse, and complex trauma – has received numerous awards and accolades for the work of HER, including recognition by the City of Baltimore Office of Equity and Civil Rights as a *2024 Community Leader to Watch*, and by Baltimore Magazine as a Game Changer in 2024.

16. HER provides a range of services to the women it serves. First, HER provides a customized 24-month program that includes intensive trauma informed case management, workshops related to mental health, boundaries, preventing revictimization, and mentorship. Another service provided by HER is its Triple Crown Academy. This program provides to its clients an 18-month workforce development program that provides one-to-one support and employment coaching, financial coaching, connection to a union apprenticeship, and ultimately stable housing and childcare. The final service provided by HER is direct street outreach. In this service, a team trained in identifying human trafficking, sexual exploitation, and abuse goes to the streets of Baltimore to provide direct outreach to communities in need. This outreach is vital to help individuals who may not otherwise seek out help and is directly helping victims of crime.

17. VOCA is a federal law that provides funding to states to support crime victim assistance, which is then administered by designated state agencies.

18. HER operates in both Maryland and Washington, DC. Both operations are governed by VOCA and have the same implementing provisions. Despite these provisions being the same in both jurisdictions, the interpretation of them is vastly different. .

19. The State of Maryland is responsible for administering VOCA funds at

the state level through its designated state agency. The designated state agency in Maryland is the Governor's Office of Crime Prevention and Policy ("GOCPP") Defendant Moore as Governor of Maryland is ultimately responsible for GOCPP and has ultimate responsibility for ensuring that state agencies comply with federal and state law.

20. HER applied for and was approved to receive VOCA funds as reimbursement for eligible expenses incurred in providing services to crime victims. HER has been receiving such funds since at least fiscal year 2020. HER and the State of Maryland entered into an agreement whereby the State of Maryland would reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

21. In reliance on this agreement, HER expended its own funds to provide services to crime victims that were eligible for reimbursement under VOCA.

22. HER has submitted all required documentation to the State of Maryland for reimbursement of these eligible expenses.

23. Despite HER's compliance with all requirements for reimbursement, the State of Maryland has failed and refused to reimburse HER for the eligible expenses. The State of Maryland now contends that 55 percent of the clients of HER are not eligible for services under VOCA despite the previous determination that the same clients and types of clients were eligible for services under VOCA. The clients alleged to not be eligible for services under VOCA according to the State of Maryland GOCPP are victims of human trafficking, sexual exploitation, and domestic violence. Accordingly, GOCPP suddenly refused to fund more than 45 percent of each staff

member's salary.

24. Despite multiple requests, GOCPP has not provided any explanation for how it arrived at this 55 percent figure or why it suddenly came to believe that 55 percent of the women HER serves fall outside the definition of a crime victim or why it reached this decision in FY 2025 when it had reached a different decision about the same set of services in each of the past several years.

25. In addition to the 45 percent cap for salaries, GOCPP reduced the total amount of funding it provided to HER by 25 percent.

26. On August 22, 2025, Plaintiff Guynes sent an email on behalf of HER to Defendant Lennig requesting reimbursement of funds due in the amount of \$218,861.11. This letter was ignored. Plaintiff Guynes had previously reached out directly to Defendant Moore's office directly to address the funding issues on multiple occasions. On one specific occasion in August 2024, the response from the administration was that Defendant Moore "has complete faith in Ms. Lennig's leadership."

27. GOCPP took these actions only after HER had begun to shine a light on how GOCPP had been acting arbitrarily in ways that were harming victims of crime. These steps included arbitrary denials of budget modifications with ever-changing rationales, a seemingly endless audit of HER that turned up no wrongdoing but during which GOCPP froze access to HER funds for so long that it was pushed to the edge of insolvency, and a range of other obstacles placed in the path of HER's work on behalf of victims. GOCPP's mistreatment of victim rights organizations was a widely known fact in the victim support community. But HER had been warned by a

peer organization that giving voice to these concerns publicly in an attempt to hold GOCPP accountable could jeopardize its funding. Still, HER chose to speak up—for its very mission was to protect underserved victims whose voices had not been heard for too long. Sure enough, soon after HER started making her case in the media and exposing the wrongdoing to elected officials, her scores and funding suddenly were slashed.

28. In or around, January 2024 Plaintiff Guynes began contacting elected officials about GOCPP's actions.

29. In or around September 2024, Plaintiff Guynes made a social media post describing the frustrations with GOCPP. Both GOCPP and Defendant Moore were tagged in the post.

30. Since September of 2024, Plaintiff Guynes has made comments on others' social media posts identifying issues with GOCPP, Defendant Moore, and Defendant Lennig.

31. In April 2025, GOCPP denied a budget modification for HER after returning the funding request nine times for revisions. These were funds already expended by HER to provide victim services. The initial funding request was made in February 2025. Issues with the request included denial of positions previously approved such as the fact that the approved "Job Coach" position was not the same as the submitted "Professional Development Coach."

32. At least one individual on Defendant Moore's staff has identified Plaintiff Guynes social media posts as "becoming a problem."

33. As a result of Defendants' actions, HER has suffered direct financial loss

of \$218,861.11 and a much greater amount in indirect financial loss as well as having suffered a chilling effect on their exercise their exercise of free speech rights under both the United States and State of Maryland Constitutions.

COUNT I

VIOLATION OF THE VICTIM OF CRIMES ACT- State of Maryland

34. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

35. HER is a qualified organization providing services to victims of crime.

36. HER operates programs that provide direct services to victims of crime, including housing support, job training, job placement, childcare, mental health placement, and drug addiction treatment placement, which qualify for VOCA funding.

37. HER has been previously reimbursed for these services.

38. HER incurred expenses in providing eligible services under VOCA.

39. HER expended an amount not less than \$218,861.11 in providing services to crime victims.

40. These expenses were for services that are eligible for reimbursement under VOCA and its implementing regulations.

41. The State of Maryland, as the administrator of VOCA funds, failed to reimburse HER for eligible expenses.

42. Despite HER's submission of all required documentation and repeated requests for payment, the State of Maryland has not provided the reimbursement to which HER is entitled.

43. The State of Maryland has withheld payment for nine months.

44. Repeated requests were made for reimbursement.

45. The failure to reimburse violates the provisions of VOCA and its implementing regulations.

46. The State of Maryland's failure to reimburse HER for eligible expenses violates Md. Criminal Procedure §11-934 which requires states to use VOCA funds to reimburse eligible expenses incurred by qualified organizations.

COUNT II

VIOLATION OF THE VICTIM OF CRIMES ACT- Defendant Moore

47. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

48. HER operates programs that provide direct services to victims of crime, including housing support, job training, job placement, childcare, mental health placement, and drug addiction treatment placement, which qualify for VOCA funding.

49. HER has been previously reimbursed for these services.

50. HER incurred expenses in providing eligible services under VOCA.

51. HER expended an amount not less than \$218,861.11 in providing services to crime victims.

52. These expenses were for services that are eligible for reimbursement under VOCA and its implementing regulations.

53. The State of Maryland, as the administrator of VOCA funds, failed to reimburse HER for eligible expenses.

54. Defendant Moore, in his capacity as Chief Executive of the State of Maryland, has ultimate responsibility for ensuring that state agencies comply with federal law including VOCA.

55. Despite HER's submission of all required documentation and repeated requests for payment, the State of Maryland has not provided the reimbursement to which HER is entitled.

56. The State of Maryland has withheld payment for nine months.

57. Repeated requests were made for reimbursement.

58. The failure to reimburse violates the provisions of VOCA and its implementing regulations.

59. Defendant Moore failed to ensure proper administration of VOCA funds.

60. The State of Maryland's failure to reimburse HER for eligible expenses violates Md. Criminal Procedure §11-934 which requires states to use VOCA funds to reimburse eligible expenses incurred by qualified organizations.

COUNT III

VIOLATION OF THE VICTIM OF CRIMES ACT- Defendant Lennig

61. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

62. HER operates programs that provide direct services to victims of crime, including housing, job training, job placement, childcare, mental health placement, and drug addiction treatment placement, which qualify for VOCA funding.

63. HER has been previously reimbursed for these services.

64. HER incurred expenses in providing eligible services under VOCA.

65. HER expended an amount not less than \$218,861.11 in providing services to crime victims.

66. These expenses were for services that are eligible for reimbursement under VOCA and its implementing regulations.

67. The State of Maryland, as the administrator of VOCA funds, failed to reimburse HER for eligible expenses.

68. Defendant Lennig, in her capacity as Executive Director of GOCPP has ultimate responsibility for administering VOCA funds in Maryland.

69. Despite HER's submission of all required documentation and repeated requests for payment, the State of Maryland has not provided the reimbursement to which HER is entitled.

70. The State of Maryland has withheld payment for nine months.
71. Repeated requests were made for reimbursement.
72. The failure to reimburse violates the provisions of VOCA and its implementing regulations.
73. Defendant Lennig failed to ensure proper administration of VOCA funds.
74. The State of Maryland's failure to reimburse HER for eligible expenses violates Md. Criminal Procedure §11-934 which requires states to use VOCA funds to reimburse eligible expenses incurred by qualified organizations.

COUNT IV
BREACH OF CONTRACT- State of Maryland

75. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.
76. HER is a qualified organization providing services to victims of crime.
77. HER and the State of Maryland entered into a valid contract.
78. HER and the State of Maryland entered into a grant agreement or contract whereby the State agreed to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.
79. HER performed or tendered performance under the contract, including providing direct services to victims of crimes including human trafficking, sexual

exploitation, and domestic abuse.

80. HER fulfilled all of its obligations under the contract by providing services to crime victims and incurring expenses that were eligible for reimbursement under VOCA.

81. HER submitted all required documentation for reimbursement in accordance with the terms of the contract.

82. The State of Maryland breached the contract.

83. The State of Maryland breached the contract by failing to reimburse HER for eligible expenses as required by the terms of the contract.

84. HER suffered damages as a result of the breach.

85. As a direct and proximate result of the State of Maryland's breach, HER has suffered damages in an amount not less than \$218,861.11, representing the unreimbursed expenses that HER incurred in reliance on the contract.

COUNT V

BREACH OF CONTRACT- Defendant Moore

86. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

87. HER is a qualified organization providing services to victims of crime.

88. HER and the State of Maryland entered into a valid contract.

89. HER and the State of Maryland entered into a grant agreement or contract whereby the State agreed to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

90. HER performed or tendered performance under the contract, including providing direct services to victims of crimes including human trafficking, sexual exploitation, and domestic abuse.

91. HER fulfilled all of its obligations under the contract by providing services to crime victims and incurring expenses that were eligible for reimbursement under VOCA.

92. HER submitted all required documentation for reimbursement in accordance with the terms of the contract.

93. The State of Maryland breached the contract.

94. The State of Maryland breached the contract by failing to reimburse HER for eligible expenses as required by the terms of the contract.

95. Defendant Moore, as the Chief Executive of the State, has authority over state contracts.

96. Defendant Moore breached the contract by failing to ensure that the state fulfills its contractual obligations to reimburse HER for eligible expenses.

97. HER suffered damages as a result of the breach.

98. As a direct and proximate result of the State of Maryland and Defendant

Moore's breach, HER has suffered damages in an amount not less than \$218,861.11, representing the unreimbursed expenses that HER incurred in reliance on the contract.

**COUNT VI
BREACH OF CONTRACT- Defendant Lennig**

99. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

100. HER is a qualified organization providing services to victims of crime.

101. HER and the State of Maryland entered into a valid contract.

102. HER and the State of Maryland entered into a grant agreement or contract whereby the State agreed to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

103. HER performed or tendered performance under the contract, including providing direct services to victims of crimes including human trafficking, sexual exploitation, and domestic abuse.

104. HER fulfilled all of its obligations under the contract by providing services to crime victims and incurring expenses that were eligible for reimbursement under VOCA.

105. HER submitted all required documentation for reimbursement in accordance with the terms of the contract.

106. The State of Maryland breached the contract.

107. The State of Maryland breached the contract by failing to reimburse HER for eligible expenses as required by the terms of the contract.

108. Defendant Lennig as the Executive Director of GOCPP, has authority over this contract.

109. Defendant Lennig breached the contract by failing to ensure that the state fulfills its contractual obligations to reimburse HER for eligible expenses.

110. HER suffered damages as a result of the breach.

111. As a direct and proximate result of the State of Maryland and Defendant Moore's breach, HER has suffered damages in an amount not less than \$218,861.11, representing the unreimbursed expenses that HER incurred in reliance on the contract.

COUNT VII
PROMISSORY ESTOPPEL- State of Maryland

112. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

113. HER is a qualified organization providing services to victims of crime.

114. The State of Maryland made a clear and definite promise to HER.

115. The State of Maryland promised to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

116. This promise was made through the prior actions of the Defendant. The Defendant has changed criteria for reimbursement. For example, GOCPP and

therefore the State of Maryland had previously approved reimbursements for Plaintiff Guynes at 45% of her salary. They then changed this to 20%. This is only one example of GOCPP previously approving an expense and then revoking that approval. It was done multiple times over the course of years. What was a valid expense in 2022 was no longer a valid expense in 2025 despite neither the law nor the expense changing.

117. HER reasonably relied on the State of Maryland's promise.

118. In reliance on the State of Maryland's promise, HER expended its own funds to provide services to crime victims that were eligible for reimbursement under VOCA.

119. HER would not have expended these funds without the State of Maryland's promise of reimbursement.

120. The State of Maryland could reasonably foresee that its promise and actions would induce HER's reliance.

121. The State of Maryland knew or should have known that HER would rely on its promise of reimbursement by expending its own funds to provide services to crime victims.

122. HER was injured by its reliance on the State of Maryland's promise.

123. As a direct and proximate result of its reliance on the State of Maryland's promise, HER has suffered financial injury in the amount of not less than \$218,861.11, representing the unreimbursed expenses that HER incurred.

COUNT VIII

PROMISSORY ESTOPPEL- Defendant Moore

124. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

125. HER is a qualified organization providing services to victims of crime.

126. The State of Maryland made a clear and definite promise to HER.

127. The State of Maryland promised to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

128. This promise was made through the prior actions of the Defendant. The Defendant has changed criteria for reimbursement. For example, GOCPP and therefore the State of Maryland had previously approved reimbursements for Plaintiff Guynes at 45% of her salary. They then changed this to 20%. This is only one example of GOCPP previously approving an expense and then revoking that approval. It was done multiple times over the course of years. What was a valid expense in 2022 was no longer a valid expense in 2025 despite neither the law nor the expense changing.

129. HER reasonably relied on the State of Maryland's promise.

130. In reliance on the State of Maryland's promise, HER expended its own funds to provide services to crime victims that were eligible for reimbursement under VOCA.

131. HER would not have expended these funds without the State of

Maryland's promise of reimbursement.

132. The State of Maryland could reasonably foresee that its promise and actions would induce HER's reliance.

133. The State of Maryland knew or should have known that HER would rely on its promise of reimbursement by expending its own funds to provide services to crime victims.

134. Defendant Moore, in his capacity as Chief Executive of the State of Maryland, was responsible for ensuring that the State fulfill its promise to the HER.

135. Defendant Moore was made aware of the promise on multiple occasions.

136. Defendant Moore's response through his office was that he had full faith in Defendant Lennig's leadership. He did not attempt to fulfill the promise and make the HER whole.

137. HER was injured by its reliance on the State of Maryland's promise.

138. As a direct and proximate result of its reliance on the State of Maryland's promise, HER has suffered financial injury in the amount of not less than \$218,861.11, representing the unreimbursed expenses that HER incurred.

COUNT IX

PROMISSORY ESTOPPEL- Defendant Lennig

139. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

140. HER is a qualified organization providing services to victims of crime.

141. The State of Maryland made a clear and definite promise to HER.

142. The State of Maryland promised to reimburse HER for eligible expenses incurred in providing services to crime victims under VOCA.

143. This promise was made through the prior actions of the Defendant. The Defendant has changed criteria for reimbursement. For example, GOCPP and therefore the State of Maryland had previously approved reimbursements for Plaintiff Guynes at 45% of her salary. They then changed this to 20%. This is only one example of GOCPP previously approving an expense and then revoking that approval. It was done multiple times over the course of years. What was a valid expense in 2022 was no longer a valid expense in 2025 despite neither the law nor the expense changing.

144. HER reasonably relied on the State of Maryland's promise.

145. In reliance on the State of Maryland's promise, HER expended its own funds to provide services to crime victims that were eligible for reimbursement under VOCA.

146. HER would not have expended these funds without the State of Maryland's promise of reimbursement.

147. The State of Maryland could reasonably foresee that its promise and actions would induce HER's reliance.

148. The State of Maryland knew or should have known that HER would rely on its promise of reimbursement by expending its own funds to provide services to crime victims.

149. Defendant Lennig, in her capacity Executive Director of GOCPP was responsible for ensuring that the State fulfill its promise to the HER.

150. Defendant Lennig was made aware of the promise on multiple occasions.

151. HER was injured by its reliance on the State of Maryland's promise.

152. As a direct and proximate result of its reliance on the State of Maryland's promise, HER has suffered financial injury in the amount of not less than \$218,861.11, representing the unreimbursed expenses that HER incurred.

COUNT X
UNJUST ENRICHMENT- State of Maryland

153. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

154. HER conferred a benefit on the State of Maryland.

155. HER provided services to crime victims that the State of Maryland would otherwise have had to provide or fund.

156. These services furthered the State of Maryland's obligations under VOCA and its public policy goals of supporting crime victims, including victims of human trafficking, sexual exploitation, domestic violence, and drug abuse.

157. The State of Maryland knew of the benefit.

158. The State of Maryland was aware that HER was providing services to crime victims that were eligible for reimbursement under VOCA.

159. The State of Maryland approved HER's application for VOCA funding and acknowledged that the services provided by HER were eligible for reimbursement.

160. The HER communicated multiple times with the State of Maryland regarding the benefits to be provided.

161. The State of Maryland accepted or retained the benefit.

162. The State of Maryland accepted the benefit of HER's services by allowing HER to provide these services to crime victims within the state.

163. The State of Maryland has retained this benefit without providing the promised reimbursement.

164. The circumstances make it inequitable for the State of Maryland to retain the benefit without paying for its value.

165. It would be inequitable for the State of Maryland to retain the benefit of HER's services without providing the promised reimbursement, particularly when the State of Maryland has received federal VOCA funds specifically designated for this purpose.

166. The whole purpose of VOCA is to allow organizations like HER to provide these services because they are able to provide them better. HER's street

outreach program is unlike anything the State of Maryland is able to provide and gets to the heart of issues and problems to be addressed. By failing to provide the necessary reimbursement, organizations like HER will be unable to continue to provide the needed services.

COUNT XI
UNJUST ENRICHMENT- Defendant Moore

167. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

168. HER conferred a benefit on the State of Maryland.

169. HER provided services to crime victims that the State of Maryland would otherwise have had to provide or fund.

170. These services furthered the State of Maryland's obligations under VOCA and its public policy goals of supporting crime victims, including victims of human trafficking, sexual exploitation, domestic violence, and drug abuse.

171. The State of Maryland knew of the benefit.

172. The State of Maryland was aware that HER was providing services to crime victims that were eligible for reimbursement under VOCA.

173. The State of Maryland approved HER's application for VOCA funding and acknowledged that the services provided by HER were eligible for reimbursement.

174. The HER communicated multiple times with the State of Maryland

regarding the benefits to be provided.

175. The State of Maryland accepted or retained the benefit.

176. The State of Maryland accepted the benefit of HER's services by allowing HER to provide these services to crime victims within the state.

177. The State of Maryland has retained this benefit without providing the promised reimbursement.

178. The circumstances make it inequitable for the State of Maryland to retain the benefit without paying for its value.

179. It would be inequitable for the State of Maryland to retain the benefit of HER's services without providing the promised reimbursement, particularly when the State of Maryland has received federal VOCA funds specifically designated for this purpose.

180. As Defendant Moore is the Chief Executive of the State of Maryland, he is responsible for the benefits conferred to it. He accepted the benefits of the HER on its behalf and refused to compensate the HER, therefore. He is therefore also liable for the unjust enrichment conferred upon the State.

181. The whole purpose of VOCA is to allow organizations like HER to provide these services because they are able to provide them better. HER's street outreach program is unlike anything the State of Maryland is able to provide and gets to the heart of issues and problems to be addressed. By failing to provide the necessary reimbursement, organizations like HER will be unable to continue to

provide the needed services.

COUNT XII
UNJUST ENRICHMENT- Defendant Lennig

182. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein HER conferred a benefit on the State of Maryland.

183. HER provided services to crime victims that the State of Maryland would otherwise have had to provide or fund.

184. These services furthered the State of Maryland's obligations under VOCA and its public policy goals of supporting crime victims, including victims of human trafficking, sexual exploitation, domestic violence, and drug abuse.

185. The State of Maryland knew of the benefit.

186. The State of Maryland was aware that HER was providing services to crime victims that were eligible for reimbursement under VOCA.

187. The State of Maryland approved HER's application for VOCA funding and acknowledged that the services provided by HER were eligible for reimbursement.

188. The HER communicated multiple times with the State of Maryland regarding the benefits to be provided.

189. The State of Maryland accepted or retained the benefit.

190. The State of Maryland accepted the benefit of HER's services by

allowing HER to provide these services to crime victims within the state.

191. The State of Maryland has retained this benefit without providing the promised reimbursement.

192. The circumstances make it inequitable for the State of Maryland to retain the benefit without paying for its value.

193. It would be inequitable for the State of Maryland to retain the benefit of HER's services without providing the promised reimbursement, particularly when the State of Maryland has received federal VOCA funds specifically designated for this purpose.

194. As Defendant Lennig is the Executive Director of GOCPP, she is responsible for the benefits conferred to it. She accepted the benefits of the HER on its behalf and refused to compensate the HER therefore. She is therefore also liable for the unjust enrichment conferred upon the State.

195. The whole purpose of VOCA is to allow organizations like HER to provide these services because they are able to provide them better. HER's street outreach program is unlike anything the State of Maryland is able to provide and gets to the heart of issues and problems to be addressed. By failing to provide the necessary reimbursement, organizations like HER will be unable to continue to provide the needed services.

COUNT XIII
MANDAMUS- State of Maryland

196. The allegations contained in paragraphs 1 through 33 of this Complaint

are incorporated by reference herein HER has a clear right to the relief sought.

197. HER has a clear right to reimbursement under VOCA for eligible expenses incurred in providing services to crime victims.

198. This right is established by VOCA itself and the Criminal Procedure article of the Maryland Annotated Code

199. This right is also established by the prior actions of Defendants.

200. The State of Maryland has a clear duty to perform the act in question.

201. The State of Maryland has a clear, non-discretionary duty to administer VOCA funds in accordance with federal law and regulations, which includes reimbursing eligible expenses incurred by qualified organizations like HER.

202. This duty is ministerial and does not involve the exercise of discretion once the eligibility of the expenses has been established, the eligibility of the expenses having been previously established by past payments to HER.

203. No other adequate remedy is available to HER.

204. HER has attempted to resolve this matter through administrative channels and other means but has been unsuccessful.

COUNT XIV
MANDAMUS- Defendant Moore

205. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

206. HER has a clear right to the relief sought.

207. HER has a clear right to reimbursement under VOCA for eligible expenses incurred in providing services to crime victims.

208. This right is established by VOCA itself and the Criminal Procedure article of the Maryland Annotated Code

209. This right is also established by the prior actions of Defendants.

210. Defendant Moore has a clear duty to perform the act in question.

211. Defendant Moore has a clear, non-discretionary duty to administer VOCA funds in accordance with federal law and regulations, which includes reimbursing eligible expenses incurred by qualified organizations like HER.

212. This duty is ministerial and does not involve the exercise of discretion once the eligibility of the expenses has been established, the eligibility of the expenses having been previously established by past payments to HER.

213. No other adequate remedy is available to HER.

214. HER has attempted to resolve this matter through administrative channels and other means but has been unsuccessful.

COUNT XV
MANDAMUS- Defendant Lennig

215. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

216. HER has a clear right to the relief sought.

217. HER has a clear right to reimbursement under VOCA for eligible expenses incurred in providing services to crime victims.

218. This right is established by VOCA itself and the Criminal Procedure article of the Maryland Annotated Code

219. This right is also established by the prior actions of Defendants.

220. Defendant Lennig has a clear duty to perform the act in question.

221. Defendant Lennig has a clear, non-discretionary duty to administer VOCA funds in accordance with federal law and regulations, which includes reimbursing eligible expenses incurred by qualified organizations like HER.

222. This duty is ministerial and does not involve the exercise of discretion once the eligibility of the expenses has been established, the eligibility of the expenses having been previously established by past payments to HER.

223. No other adequate remedy is available to HER.

224. HER has attempted to resolve this matter through administrative channels and other means but has been unsuccessful.

COUNT XVI
VIOLATION OF ARTICLE 40 OF THE MARYLAND DECLARATION OF RIGHTS
State of Maryland

225. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

226. HER is a qualified organization providing services to victims of crime.

227. Plaintiffs engaged in protected speech.

228. Plaintiffs' social media posts criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

229. Plaintiffs' communications with public officials criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

230. The speech was made about a matter of public concern, including the administration of public funds, the support of victims of crime, human trafficking, drug abuse, and domestic violence.

231. Defendant State of Maryland took adverse action against Plaintiffs.

232. Defendants terminated the reimbursement of funds to Plaintiff HER, which constitutes adverse action. These terminations occurred after the posting on social media and the contacting of public officials.

233. A representative of Defendant Moore's office stated that the social media posts were becoming a problem.

234. The adverse action was motivated by Plaintiffs' protected speech.

235. The termination of funding occurred shortly after Plaintiffs' social media posts and letters to public officials criticizing the Governor's Office of Crime

Prevention and Policy.

236. There was no legitimate, non-retaliatory reason for the termination of funding.

237. The adverse action would chill a person of ordinary firmness from continuing to engage in the protected speech.

238. The termination of funding, which resulted in financial harm to Plaintiff HER, would deter a person of ordinary firmness from continuing to engage in protected speech criticizing the Governor's Office of Crime Prevention and Policy.

239. The chilling effect of the termination of funds was the purpose of the termination of funds. The fact that a member of Defendant Moore's staff stated that the social media posts were becoming a problem and then the funding was terminated after nine requests for revisions, is not coincidental. It is indicative of intent on the part of the Defendants.

240. Defendant's actions were done with malice and intent to limit criticism against the current gubernatorial administration.

COUNT XVII

VIOLATION OF ARTICLE 40 OF THE MARYLAND DECLARATION OF RIGHTS Defendant Moore

241. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

242. HER is a qualified organization providing services to victims of crime.

243. Plaintiffs engaged in protected speech.

244. Plaintiffs' social media posts criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

245. Plaintiffs' communications with public officials criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

246. The speech was made about a matter of public concern, including the administration of public funds, the support of victims of crime, human trafficking, drug abuse, and domestic violence.

247. Defendant State of Maryland at the direction of Defendant Moore took adverse action against Plaintiffs.

248. Defendants terminated the reimbursement of funds to Plaintiff HER, which constitutes adverse action. These terminations occurred after the posting on social media and the contacting of public officials.

249. A representative of Defendant Moore's office stated that the social media posts were becoming a problem.

250. The adverse action was motivated by Plaintiffs' protected speech.

251. The termination of funding occurred shortly after Plaintiffs' social media posts and the contacting of public officials criticizing the Governor's Office of Crime

Prevention and Policy.

252. There was no legitimate, non-retaliatory reason for the termination of funding.

253. The adverse action would chill a person of ordinary firmness from continuing to engage in the protected speech.

254. The termination of funding, which resulted in financial harm to Plaintiff HER, would deter a person of ordinary firmness from continuing to engage in protected speech criticizing the Governor's Office of Crime Prevention and Policy.

255. The chilling effect of the termination of funds was the purpose of the termination of funds. The fact that a member of Defendant Moore's staff stated that the social media posts were becoming a problem and then the funding was terminated after further stalling and delaying, is not coincidental. It is indicative of intent on the part of the Defendants.

256. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XVIII
VIOLATION OF ARTICLE 40 OF THE MARYLAND DECLARATION OF RIGHTS
Defendant Lennig

257. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

258. HER is a qualified organization providing services to victims of crime.

259. Plaintiffs engaged in protected speech.

260. Plaintiffs' social media posts criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

261. Plaintiffs' communications with public officials criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by Article 40 of the Maryland Declaration of Rights.

262. The speech was made about a matter of public concern, including the administration of public funds, the support of victims of crime, human trafficking, drug abuse, and domestic violence.

263. Defendant State of Maryland at the direction of Defendant Lennig took adverse action against Plaintiffs.

264. Defendants terminated the reimbursement of funds to Plaintiff HER, which constitutes adverse action. These terminations occurred after the posting on social media and the contacting of public officials.

265. A representative of Defendant Moore's office stated that the social media posts were becoming a problem.

266. The adverse action was motivated by Plaintiffs' protected speech.

267. The termination of funding occurred shortly after Plaintiffs' social media posts and the contacting of public officials criticizing the Governor's Office of Crime Prevention and Policy.

268. There was no legitimate, non-retaliatory reason for the termination of funding.

269. The adverse action would chill a person of ordinary firmness from continuing to engage in the protected speech.

270. The termination of funding, which resulted in financial harm to Plaintiff HER, would deter a person of ordinary firmness from continuing to engage in protected speech criticizing the Governor's Office of Crime Prevention and Policy.

271. The chilling effect of the termination of funds was the purpose of the termination of funds. The fact that a member of Defendant Moore's staff stated that the social media posts were becoming a problem and then the funding was terminated after further stalling and delaying, is not coincidental. It is indicative of intent on the part of the Defendants.

272. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XIX
VIOLATION OF FIRST AMENDMENT RIGHTS UNDER 42 USC §1983
Defendant Moore

273. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein Plaintiffs engaged in speech protected by the First Amendment.

274. Plaintiffs' social media posts criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by the

First Amendment to the United States Constitution.

275. Plaintiffs' communications with public officials criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by the First Amendment to the United States Constitution.

276. Defendants took adverse action against Plaintiffs that would chill a person of ordinary firmness from continuing to engage in the protected speech.

277. Defendants terminated the reimbursement of funds to Plaintiff HER, which constitutes adverse action that would chill a person of ordinary firmness from continuing to engage in protected speech.

278. Plaintiffs' protected speech was a substantial or motivating factor in Defendants' decision to take adverse action.

279. The termination of funding occurred shortly after Plaintiffs' social media posts and communications to public officials criticizing the Governor's Office of Crime Prevention and Policy.

280. There was no legitimate, non-retaliatory reason for the termination of funding.

281. A representative of Defendant Moore's office stated that the social media posts were becoming a problem.

282. Defendants acted under color of state law.

283. Defendant Moore, as the Governor of Maryland, and Defendant Lennig,

as the Executive Director of the Governor's Office of Crime Prevention and Policy, were acting in their official capacities and under color of state law when they terminated the reimbursement of funds to Plaintiff HER

284. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the violation of their First Amendment Rights.

285. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XX
VIOLATION OF FIRST AMENDMENT RIGHTS UNDER 42 USC §1983
Defendant Lennig

286. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

287. Plaintiffs engaged in speech protected by the First Amendment.

288. Plaintiffs' social media posts criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by the First Amendment to the United States Constitution.

289. Plaintiffs' communications with public officials criticizing the policies and practices of the Governor's Office of Crime Prevention and Policy constitute speech protected by the First Amendment to the United States Constitution.

290. Defendants took adverse action against Plaintiffs that would chill a person of ordinary firmness from continuing to engage in the protected speech.

291. Defendants terminated the reimbursement of funds to Plaintiff HER, which constitutes adverse action that would chill a person of ordinary firmness from

continuing to engage in protected speech.

292. Plaintiffs' protected speech was a substantial or motivating factor in Defendants' decision to take adverse action.

293. The termination of funding occurred shortly after Plaintiffs' social media posts criticizing the Governor's Office of Crime Prevention and Policy.

294. There was no legitimate, non-retaliatory reason for the termination of funding.

295. A representative of Defendant Moore's office stated that the social media posts were becoming a problem.

296. Defendants acted under color of state law.

297. Defendant Moore, as the Governor of Maryland, and Defendant Lennig, as the Executive Director of the Governor's Office of Crime Prevention and Policy, were acting in their official capacities and under color of state law when they terminated the reimbursement of funds to Plaintiff HER

298. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the violation of their First Amendment Rights.

299. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XXI
UNCONSTITUTIONAL CONDITIONS - State of Maryland

300. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

301. HER is a qualified organization providing services to victims of crime.

302. The State of Maryland conditioned receipt of a benefit.

303. The condition was that the Plaintiffs were not allowed to criticize the GOCPP.

304. The benefit was the funding that had been reimbursed in prior years and at the prior approved amounts.

305. The condition effectively penalizes the exercise of a constitutional right. There is no legitimate government interest that outweighs the burden on the constitutional right.

306. The State of Maryland has no legitimate government interest in suppressing criticism of GOCPP that would outweigh the Plaintiffs' constitutional right to free speech.

307. The nexus between the termination of funding, the changing of the criteria for reimbursement, and the free speech is clear because of the statement by a member of Defendant Moore's office stating that the "social media posts were becoming a problem."

308. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the imposition of unconstitutional conditions.

309. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XXII

UNCONSTITUTIONAL CONDITIONS- Defendant Moore

310. The allegations contained in paragraphs 1 through 33 of this Complaint

are incorporated by reference herein.

311. HER is a qualified organization providing services to victims of crime.

312. Plaintiff is a qualified organization providing services to victims of crime.

313. The State of Maryland conditioned receipt of a benefit.

314. The condition was that the Plaintiffs were not allowed to criticize the GOCPP.

315. The benefit was the funding that had been reimbursed in prior years and at the prior approved amounts.

316. The condition effectively penalizes the exercise of a constitutional right. There is no legitimate government interest that outweighs the burden on the constitutional right.

317. The State of Maryland has no legitimate government interest in suppressing criticism of GOCPP that would outweigh the Plaintiffs' constitutional right to free speech.

318. The actions of the State of Maryland were overseen and at the direction of Defendant Moore acting under the color of law.

319. The nexus between the termination of funding, the changing of the criteria for reimbursement, and the free speech is clear because of the statement by a member of Defendant Moore's office stating that the "social media posts were

becoming a problem.”

320. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the imposition of unconstitutional conditions.

321. Defendant’s actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XXIII
UNCONSTITUTIONAL CONDITIONS- Defendant Lennig

322. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

323. HER is a qualified organization providing services to victims of crime.

324. The State of Maryland conditioned receipt of a benefit.

325. The condition was that the Plaintiffs were not allowed to criticize the GOCPP.

326. The benefit was the funding that had been reimbursed in prior years and at the prior approved amounts.

327. The condition effectively penalizes the exercise of a constitutional right. There is no legitimate government interest that outweighs the burden on the constitutional right.

328. The State of Maryland has no legitimate government interest in suppressing criticism of GOCPP that would outweigh the Plaintiffs’ constitutional right to free speech.

329. The nexus between the termination of funding, the changing of the criteria for reimbursement, and the free speech is clear because of the statement by a member of Defendant Moore's office stating that the "social media posts were becoming a problem."

330. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the imposition of unconstitutional conditions.

331. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XXIV
VIOLATION 42 USC §1983- Defendant Moore

332. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

333. Defendant Moore deprived HER of a right secured by the Constitution or laws of the United States.

334. HER has a right under federal law, specifically VOCA, to receive reimbursement for eligible expenses incurred in providing services to crime victims.

335. Defendant Moore deprived HER of this right by failing to ensure that the state properly administers VOCA funds and reimburses Plaintiff for eligible expenses.

336. The deprivation was committed by a person acting under color of state law.

337. Defendant Moore, as the Governor of Maryland, was acting under color of state law when he failed to ensure that the state properly administers VOCA funds and reimburses HER for eligible expenses.

338. The actions were knowing and intentional. Plaintiff Guynes and HER attempted to meet with Defendant Moore on more than one occasion, only to be rebuked.

339. As a direct and proximate result of Defendant Moore's actions, HER has suffered damages in the amount of not less than \$218,861.11, representing the unreimbursed expenses that Plaintiff incurred in providing services to crime victims.

340. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the imposition of the violation of their rights.

341. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

COUNT XXV
VIOLATION OF 42 USC §1983- Defendant Lennig

342. The allegations contained in paragraphs 1 through 33 of this Complaint are incorporated by reference herein.

343. Defendant Lennig deprived Plaintiff of a right secured by the Constitution or laws of the United States.

344. HER has a right under federal law, specifically VOCA, to receive reimbursement for eligible expenses incurred in providing services to crime victims.

345. Defendant Lennig deprived HER of this right by failing to ensure that the state properly administers VOCA funds and reimburses HER for eligible expenses.

346. The deprivation was committed by a person acting under color of state law.

347. Defendant Lennig, as the Executive Director of GOCPP, was acting under color of state law when he failed to ensure that the state properly administers VOCA funds and reimburses HER for eligible expenses.

348. The actions were knowing and intentional. Plaintiff Guynes and HER attempted to meet with Defendant Lennig on more than one occasion, only to be rebuked.

349. As a direct and proximate result of Defendant Lennig's actions, HER has suffered damages in the amount of not less than \$218,861.11, representing the unreimbursed expenses that HER incurred in providing services to crime victims.

350. Plaintiffs suffered significant financial, emotional, and psychological injury as a result of the imposition of the violation of their rights.

351. Defendant's actions were done with malice and with intent to limit criticism against the current gubernatorial administration.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs request that this Court order the following relief:

- A. **AWARD** Plaintiffs compensatory damages against all defendants in an amount exceeding \$75,000;
- B. **ISSUE** a declaratory judgment that the defendants' failure to reimburse Plaintiff HER for eligible expenses violates the Victims of Crime Act and its implementing regulations;
- C. **ISSUE** an injunction requiring the defendants to reimburse Plaintiff HER for all eligible expenses and to comply with VOCA requirements in the future;
- D. **ISSUE** a writ of mandamus pursuant to Md. Rule 15-701 compelling the defendants to perform their ministerial duty to properly administer VOCA funds and reimburse Plaintiff HER for eligible expenses;
- E. **AWARD** Plaintiffs reasonable attorneys' fees and costs incurred in bringing this action;
- F. **DECLARE** that Defendants' termination of funding in retaliation for Plaintiffs' protected speech violated Article 40 of the Maryland Declaration of Rights and the First Amendment to the United States Constitution;
- G. **ISSUE** an injunction requiring Defendants to reinstate the funding and continue reimbursing Plaintiff HER for eligible expenses, and prohibiting Defendants from retaliating against Plaintiffs for protected speech in the future;
- H. **AWARD** Plaintiffs compensatory damages against all Defendants in the amount exceeding \$75,000, as a result of Defendants' unconstitutional actions;

- I. **AWARD** Plaintiffs punitive damages against Defendants Moore and Lennig in an amount to be determined at trial;
- J. **AWARD** Plaintiffs reasonable attorney's fees and costs incurred in bringing this action pursuant to 42 USCS § 1988;
- K. **GRANT** such other relief as the Court deems just and proper.

Respectfully Submitted,



W. Timothy Sutton, Esquire

AIS#: 0312170293

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Counsel for Plaintiff

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,



W. Timothy Sutton, Esquire

AIS#: 0312170293