

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND  
CIVIL DIVISION

BRIAN D. CAMPBELL

Plaintiff,  
v.

HAMPSHIRE HAMLET COMMUNITY  
ASSOCIATION

Defendant.

Case No.: C-15-CV-25-006112

**ANSWER TO PLAINTIFF'S COMPLAINT**

COMES NOW the Defendant, Hampshire Hamlet Community Association ("HHCA"), by and through its attorneys, Budow and Noble, P.C. and Anne K. Howard, Esquire, and answers Plaintiff's Complaint, as follows:

**FIRST DEFENSE**

Plaintiff's Complaint fails to state a cause of action upon which relief can be granted against this Defendant.

**SECOND DEFENSE**

In Answer to the specific allegations of the Complaint, Defendant HHCA responds in like numbered paragraphs as follows:

1. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.
2. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.
3. Defendant is without sufficient knowledge to either admit or deny these allegations and therefore denies the same and demands strict proof.

4. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

5. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

6. Admitted.

7. Denied.

8. Denied as stated.

9. Denied as stated.

10. Denied.

11. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

12. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

13. Denied as stated.

14. Denied as stated.

15. Denied as stated.

16. Denied.

17. Denied as stated. The Panel's actual writings, findings and/or rulings contain the best evidence of their content.

18. Denied.

19. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied as stated.

25. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

26. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

27. Denied.

28. Denied.

29. Denied.

30. The allegations contained in this paragraph do not require an answer. To the degree a response is required, Defendant expressly denies all allegations as alleged.

31. Denied.

32. Denied.

33. Defendant requests this Court issue an Order finding Defendant has complied with its duties and obligations under the governing documents and guidelines as well as pursuant to Maryland law and further find that Defendant does not owe any monies to Plaintiff.

34. Defendant requests this Court decline to find Plaintiff is exempt from any liability as to his own dispute.

35. Defendant requests this Court grant any and all additional relief to which Defendant is entitled.

### **THIRD DEFENSE**

In accordance with the Maryland Rules of Civil Procedure, Defendant generally denies all liability to the Plaintiff and generally denies the damages asserted.

### **FOURTH DEFENSE**

Defendant raises the affirmative defense of statute of limitations and the affirmative defense of laches.

### **FIFTH DEFENSE**

Defendant raises the affirmative defense of contributory negligence.

### **SIXTH DEFENSE**

Defendant raises the affirmative defense of assumption of the risk.

### **SEVENTH DEFENSE**

Defendant raises the additional following affirmative and negative defenses of: payment, release, statute of frauds, failure to mitigate damages, waiver, estoppel, equitable estoppel, payment, collateral estoppel, *res judicata*, accord and satisfaction, failure of consideration, and bar due to the economic loss doctrine.

### **EIGHTH DEFENSE**

Plaintiff failed to mitigate his alleged damages.

### **NINTH DEFENSE**

Defendant did not breach the subject contract or Maryland law and is not indebted to the Plaintiff as alleged.

WHEREFORE, the Defendant, Hampshire Hamlet Community Association, having fully answered the Complaint, prays that the Complaint be dismissed with prejudice and for an assessment of cost.

Respectfully submitted,

**BUDOW AND NOBLE, P.C.**



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***Attorneys for Defendant, Hampshire Hamlet  
Community Association***

**ELECTION FOR JURY TRIAL**

Defendant, Hampshire Hamlet Community Association, hereby elects and demands a trial by jury as to each and every issue in this action.



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***Attorneys for Defendant, Hampshire Hamlet  
Community Association***

**CERTIFICATE OF COMPLIANCE**

I CERTIFY that the attached submission does not contain any restricted information or, if it does contain restricted information, a redacted submission has been filed contemporaneously pursuant to Rule 20-201(h).



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***Attorneys for Defendant, Hampshire Hamlet  
Community Association***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2nd day of February, 2026, the foregoing ***Answer*** was served via MDEC to the following:

Brian D. Campbell  
14212 Drayton Avenue  
Colesville, Maryland 20904  
[Brian@capitalsolutions.com](mailto:Brian@capitalsolutions.com)  
***Plaintiff, Pro Se***



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