



## Fines unpaid

Delegate candidate owes \$15K for lead paint at city property. **3A**

## What he wanted

Lawyers for Clancy's estate say late author's wishes being followed on taxes. **9A**

# THE DAILY RECORD

Thursday, October 30, 2014

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## Work of art: BMA RENOVATIONS NEAR COMPLETION



MAXIMILIAN FRANZ

Daniel Bustos and other workers with Mr. Clean Cleaning Services wipe down the newly renovated East entrance of the Baltimore Museum of Art in preparation for its reopening and the BMA's 100th Anniversary Gala and Party to be held on Nov. 15.

# City lands NAACP — in 2017

## Baltimore grabs chance after 2016 bid founders

BY ADAM BEDNAR

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It's official this time.

The NAACP National Convention in 2017 will be held in Baltimore, home to the organization's national headquarters.

"We are indeed coming home to Baltimore in 2017. We intend to make the 108th Convention a showcase for the progress initiated by the NAACP," Roslyn M. Brock, chairman of the NAACP National Board of Directors, said in a news release. "We will bring delegates, thought leaders and policy makers together in Charm City to insure that we continue to insure the civil and human rights of all people."

In July, it appeared Baltimore had the 2016 convention and its associated economic impact, which is estimated to be between \$6 million and \$10 million, in hand. The local chapter sent out a press release announcing it had landed the convention for the first time since 2000.

"Needless to say, this is a big deal for Baltimore," Tessa Hill-Aston, president of the city branch, said in a statement released to news media at that time. "Our city is the home of the National Head-

See NAACP 7A

# Zooming in to take away business?

## Solos, small firms not likely threatened by LegalZoom-Sam's Club deal

BY LAUREN KIRKWOOD

Lauren.Kirkwood@TheDailyRecord.com

Online legal services provider LegalZoom has teamed with Sam's Club, the Wal-Mart-owned, membership warehouse store, to offer families and small businesses deals on legal services, including estate planning and attorney consultations.

While the new partnership could

introduce some competition to solos and small firms who also provide these services, several experts said it is unlikely to pose a significant business threat to most lawyers.

Through the partnership, Sam's Club members will be able to browse and purchase LegalZoom services on the store's website, SamsClub.com.

LegalZoom will offer a selection of services to Sam's Club members,

including one option that is billed as a \$299 "suite of estate planning products" — a will or living trust, power of attorney, a living will and a year of unlimited revisions and attorney consultations.

Sam's Club members will also receive a discount on the company's other offerings, such as the tools

See LEGALZOOM 12A

# CyberMaryland 2014: Security is never going out of style

## Conference boasts a who's-who in cyber world

BY ALISSA GULIN

Alissa.Gulin@TheDailyRecord.com

It took Peter Bloom 12 minutes to print off multiple copies of his house key using a 3D printer.

And on Wednesday morning — much to the dismay of his wife, he said — he offered to hand the keys out to audience members at the CyberMaryland 2014 conference in Baltimore. They work perfectly, he assured the crowd.

Why would Bloom, an advisory direc-

tor of investment firm General Atlantic LLC, be talking about keys and physical security at a conference dedicated to protecting information online?

As the keynote speaker, Bloom used the keys to illustrate his point that the marriage of the physical world with the digital world — such as using electronic systems to remotely lock your front door or turn on the lights — creates the potential for new kinds of cyber attacks.

Businesses, governments and individuals must be vigilant, Bloom said, be-

cause hackers can attack critical online networks in creative ways. And just because Maryland is making great strides in the cybersecurity arena, as told by countless speakers at the conference, Bloom said the state and country as a whole are still just scratching the surface.

Bloom compared the current cybersecurity industry to a World War I fighter pilot. That is to say, just as the fighter pilot only had his eyes to scan for enemy planes, cybersecurity professionals do not yet have enough tools or expertise to

See CYBER 7A



FILE PHOTO

Tessa Hill-Aston, president of the Baltimore city branch of the NAACP, says landing the 2017 convention is a coup for the local organization.

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**Membership has its privileges**  
 E. REGINE FRANCOIS

Last weekend, I attended the 55th Annual Conference of Bar Presidents in Solomons Island. The conference brings the leadership of the bar associations throughout Maryland for nearly two days of jam-packed networking, training and information.

While I was there, it got me thinking of the reasons that I joined and became involved in bar associations and, more importantly, why they shaped who I am today.

In the summer of 2008, I had the opportunity of attending the Maryland State Bar Association's annual meeting in Ocean City. I knew no one there except my then-managing attorney, who invited me. ...

**First Potomac Realty Trust's Kelly honored**

For Patrick Kelly, vice president of acquisitions and portfolio management at Bethesda-based First Potomac Realty Trust, much of his recent success can be attributed to communication and acting quickly.

"From an acquisition and disposition standpoint I'm also in touch with our asset management group so we know what's working and what isn't so we can then shift strategies quickly," Kelly said. "If we see a market is not doing well, we dispose of properties there. If we see a market is doing very well, we know that we want to acquire more properties."



In his six years with the company, Kelly has completed \$1.6 billion in transactions, including \$870 million for 24 transactions in an 18-month span. ...



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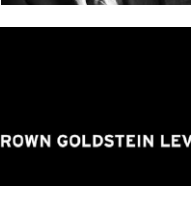

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Andy joins five other Brown, Goldstein & Levy lawyers as a Fellow of the ACTL – C. Christopher Brown (retired co-founder of the firm), Daniel F. Goldstein, Andrew D. Levy, Joshua R. Treem, and Melvin J. Sykes.

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# House candidate faces fines for building violations

## Jalisi cited for hazards in apartments he owns

By **BRYAN P. SEARS**

Bryan.Sears@TheDailyRecord.com

A Democratic candidate for House of Delegates in Baltimore County faces tens of thousands in unpaid fines related to lead paint hazards at a Baltimore city property.

Hasan M. "Jay" Jalisi faces \$15,000 in fines related to at least two apartments in a building at 1411 Division Street in Baltimore. Those fines could increase to as much as \$100,000 as penalties continue to accrue on the violations documented by the Maryland Department of the Environment.

Jalisi did not respond to a request for an interview regarding the outstanding citations and fines. He also did not respond to the complaints that the state agency attempted to serve on him nearly a year ago.

Jalisi, a former physician who owns health care, trading and property management companies, is one of three Democrats vying for three seats, against one Republican, in the 10th District in Baltimore County.

In an interview earlier this month, Jalisi said he now is primarily in the property management business and owns HMJ Management as well as HMJ Asset Management, which bills itself as a company that manages properties for third-party clients.

The Maryland Department of the Environment attempted to serve the two violations twice on Jalisi using the Brooklandville post office box address for his company. The post office box is less than a mile away from a home Jalisi owns with his wife that political opponents claim he still lives in even though it



MAXIMILIAN FRANZ

The apartment building at 1411 Division St. in Baltimore, owned by House candidate Hasan M. 'Jay' Jalisi, has been cited for violations related to lead paint hazards.

is in another district from the one Jalisi seeks to represent, a claim he has vigorously disputed.

Ultimately, the agency had to resort to serving the citations through the state Department of Assessments and Taxation.

"Because the company did not respond to the complaint — and did not request a hearing — the order portion of the complaint is final," said Jay Apperson, a spokesman for the Maryland Department of the Environment.

Jalisi, through his company HMJ 1411 Division Street LLC, in 2013 bought the building, which includes 56 rental units, according to state records.

Shortly after Jalisi purchased the Division Street property, two tenants at the building filed complaints with the state related to peeling, chipping and flaking paint in the building that was constructed prior to 1950, according to the Maryland

Department of the Environment.

State inspectors wrote that they documented "defected paint" in the occupied apartments and that Jalisi had failed to obtain required risk reduction certificates for the property.

"(Jalisi's) failure to maintain defendant's affected units in compliance with the applicable risk reduction standard creates a potential danger to persons-at-risk," according to the administrative complaint filed in December 2013.

Those complaints resulted in an administrative complaint, order and penalty that included an initial \$15,000 fine as well as an order to remediate the property and have it inspected. Because Jalisi failed to request a hearing, the order became effective 30 days after it was issued.

The order also carries a provision allowing for the agency to assess additional penalties of \$500 per violation per

day to a maximum of \$100,000.

Apperson said the state has not yet moved to obtain a default ruling on Jalisi for the original \$15,000 fine "but expects to shortly." He added that the state could also seek additional penalties but would have to do so in a separate or amended complaint.

In a separate action, an inspector from the Maryland Department of the Environment cited Jalisi and his company for work violations after finding "paint chips and construction debris all over the floor and fixtures" within a third unit.

The department offered Jalisi an attempt to settle the matter for \$500 and "correction of all the above referenced violations" in the Dec. 13, 2013, notice of violation. The maximum penalty for the violation is \$25,000, according to Apperson. That fine has also not been paid, Apperson said.

The property has also been the subject of July 2013 video posted on YouTube by former tenants that purports to show the conditions at the apartment building at the time.

Jalisi in recent weeks has been the subject of court filings challenging his residency. He also entered into an agreement to pay a \$2,500 fine after being charged with writing 28 checks on behalf of his campaign by the Maryland Office of the State Prosecutor. State law prohibits candidates from making such disbursements.

Jalisi has filed a defamation and breach of contract lawsuit against three former employees of his campaign. The candidate is seeking \$100,000 in compensatory and \$100,000 in punitive damages from three men he claims distributed false and defamatory information about him in a video posted on YouTube and that the men released confidential information pertaining to the campaign in violation of a signed non-disclosure agreement.

# Insurers' doubts ease on health care law

By **TOM MURPHY**

Associated Press

INDIANAPOLIS — What a difference a year makes.

The nation's biggest health insurers entered last fall cautious about a major coverage expansion initiated by the health care overhaul, the federal law that aims to cover millions of uninsured people.

Investors and company executives were worried because they didn't know how expensive new customers from the overhaul would be for insurers. They also were concerned about added costs from the law and funding cuts to government-sponsored Medicare Advantage plans, a key growth area.

But a year later, these challenges are starting to appear manageable, and investors see much less uncertainty ahead

for the sector. Insurers have cut costs and raised prices to help mitigate added expenses from the law. They've also added new business.

As a result, Aetna Inc., UnitedHealth Group Inc. and the Blue Cross-Blue Shield insurer WellPoint Inc. all posted third quarter results that trumped Wall Street estimates and raised their forecasts for 2014. Shares of those companies — the nation's three largest health insurers — have all repeatedly hit all-time highs this year, their growth easily outpacing broader trading indexes.

"People are starting to understand that the 2015 landscape is a little less harrowing than 2014," said Jennifer Lynch, an analyst who covers the industry for BMO Capital Markets.

The optimism represents a stark contrast to a year ago. Late last year, the over-

haul's state-based public health insurance exchanges debuted with the promise to give insurers new customers by making it easier for people to buy coverage, sometimes with help from tax credits.

That new business represents a small slice of total enrollment for most insurers, but it generated an outsized dose of anxiety. Many of those new customers had gone years with no insurance coverage or regular health care, and a glitch-plagued debut of the exchanges created more ambiguity over how expensive the customer base would be.

Plus, the overhaul also heaps additional costs onto the balance sheets of insurers, including an industry-wide tax that is non-deductible. And the law changed how they provide coverage by preventing them from excluding customers with expensive medical conditions.

WellPoint said Wednesday that it has added 751,000 customers from the overhaul's public exchanges, and they have turned out to be less expensive than initially anticipated.

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## Bloomberg Maryland Index

+0.42 536.56

Maryland stocks rose, led by Marriott International Inc. and Lockheed Martin Corp.

The Bloomberg Maryland Index, a price-weighted list of companies with operations in the region, rose 0.42 to 534.56.

Marriott International gained 2.08 to 74.03. Lockheed Martin rose 0.88 to 186.43. In the broader market, the Standard & Poor's 500 Index fell 2.75 to 1,982.30.

The Dow Jones Industrial Average lost 31.44 to 16,974.31.

The Bloomberg Maryland Index was developed with a base value of 100 as of Dec. 31, 1996.

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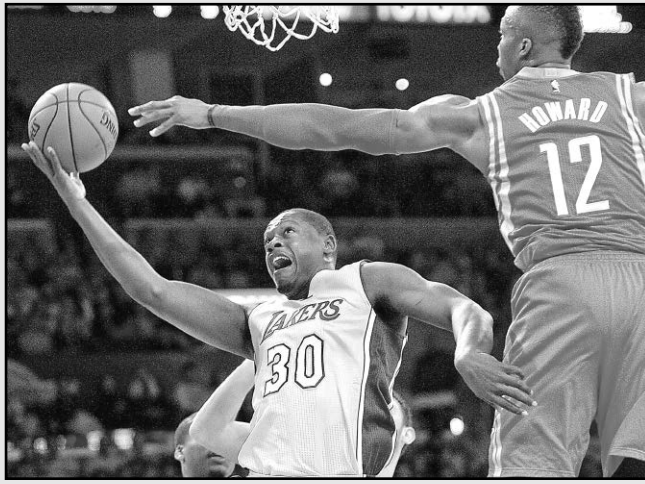
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# NEWS BRIEFS



## Ex-Raven Foxworth to be NBA union exec

(Bloomberg) Former Baltimore Raven Domonique Foxworth, a one-time president of the NFL Players Association in his final year at Harvard Business School, will be named chief operating officer of the NBA players union, three people with direct knowledge of the hiring said. The National Basketball Players Association declined to comment. Foxworth, 31, played at the University of Maryland and with the Ravens and two other NFL teams from 2005 to 2011. He spent four years on the union's executive committee before his election as president in 2012. He was a member of the negotiating team that represented players in the NFL's last round of collective bargaining. He will start with the NBA union in January, the people said.

## KEYW posts net loss for quarter

KEYW, of Hanover, a cybersecurity company, this week reported increased revenue in the third quarter, but had a net loss of \$3 million, or 8 cents per diluted share. The loss was lower than that in 2013's third quarter, \$5.5 million and 15 cents. Revenue rose to just under \$79 million, a 7 percent increase over 2013's \$73.8 million for the same quarter. "We continued to see strong momentum in the third quarter in our Government Solutions segment with record quarterly revenue and continued strong EBITDA margin," Len Moodispaw, chairman and CEO of KEYW, said in a statement. "We also made good progress in our Commercial Cyber Solutions segment."

# \$3M

KEYW's net loss in the third quarter.

## TEDCO fund awards \$1.5 million

The Maryland Technology Development Corp. says it has awarded a total of \$1.5 million in funding to 15 companies from TEDCO's Technology Commercialization Fund since January. Funds went to startups in industries including medicine and disease treatment, health care, software development and professional development. Each of the following received \$100,000: Autonomy Engine LLC, JPLC Associates LLC, Kitchology Inc., Lessoncast Learning LLC, Maven Medical Inc., Mindoula Health Inc., Opia Holdings Inc., Red-Shred LLC, Sol Vista Consulting LLC, TenantRex LLC, Tria Systems LLC, Tutela Industries LLC, Vheda Inc., Vitus Animal Health Inc. and WhiteBox Corp. The Technology Commercialization Fund provides funding to companies developing technology-based products in collaboration with universities and/or federal labs in the state.

## Hughes expands Indian ATM network

Hughes Communications India Limited, a subsidiary of Hughes Network Systems LLC, a Germantown-based provider of broadband satellite networks and services, on Wednesday announced that it has connected over 12,000 off-site ATMs and rural bank branches via satellite network in 2014. The new contracts were awarded to Hughes by eight different banks in India. The country is still building its ATM availability. There are 25.4 ATMs for every 1,000 square kilometers in the country. For comparison, China has 2,975 machines per 1,000 square kilometers, according to figures from Hughes.

## DuPont earnings up in third quarter

(AP) The DuPont Co. said Tuesday that strong per-

formance in its nutrition and health unit and lower raw material costs contributed to an increase in third-quarter earnings. The Wilmington, Delaware-based science and chemicals company reported net income of \$433 million, or 47 cents per share, up from \$285 million, or 30 cents per share, a year earlier. Net sales totaled \$7.5 billion, down from \$7.8 billion last year. The company attributed the drop in revenue to portfolio changes. Volumes were up globally, except for Europe, the Middle East and Africa. Total revenue increased to \$7.87 billion from \$7.80 billion, while volumes were up in all business segments except the agriculture unit. Removing one-time charges related to pension costs and the spinoff of DuPont's performance chemicals unit, earnings were 54 cents per share, up from 45 cents per share last year and topping the 53 cents Wall Street analysts were expecting, according to a FactSet poll.

## TCS racks up patents in quarter

TeleCommunication Systems Inc., of Annapolis, a mobile communication company, this week announced that TCS has received 11 U.S. patents during the third quarter of 2014. TCS also received three foreign patents during the quarter. The U.S. patents include innovations on prepaid short messaging, short message distribution and real-time text message storage. TCS Chairman, President and CEO Maurice B. Tose said in statement: "TCS is a company founded on continuous innovation. These 11 new patents underscore our persistent commitment to growing our patent portfolio and to steadily expand the number of direct and partner-led IP monetization campaigns in an effort to maximize the value of our engineers' inventions."

# 11

U.S. patents granted TCS during the third quarter.

## American Capital profit down

American Capital Mortgage Investment Corp., of Bethesda, a real estate investment trust, reported a \$7.2 million profit, or 14 cents per share, for the quarter. That's about half of the net income for the same period in 2013, when American Capital Mortgage Investment reported a profit of \$13.7 million, or 25 cents per share. Common shares were worth \$22.24 as of Sept. 30, compared with \$22.37 on Sept. 30, 2013. Malon Wilkus, American Capital chair and chief executive officer, said in a statement: "We are very pleased with these results, particularly given the slower than expected pace of reform in the U.S. housing finance system and the periods of significant volatility we have experienced. Our performance demonstrates the benefits of our active portfolio management, strong asset selection, prudent risk management and the continuous development of new investment capabilities that will undoubtedly benefit our shareholders in the years to come."

## FDA OKs Pfizer meningitis vaccine

(AP) Federal health regulators have approved the first vaccine to prevent a potentially deadly form of bacterial meningitis often associated with college dormitories. The Food and Drug Administration says it cleared Pfizer's Trumenba to prevent a subtype of Meningococcal disease in people ages 10 to 25. The bacteria infect the bloodstream and attack the lining surrounding the brain and spinal cord. The disease spreads through saliva and other throat fluids via coughing, kissing and sharing utensils. College students living in communal housing are at a slightly higher risk. Of the 500 cases of meningococcal disease reported in the U.S. in 2012, 160 were caused by the sub-group that Trumenba targets. The disease can be treated with antibiotics, but vaccination is the most effective way to prevent its spread.

Compiled by Ray Frager

We welcome news releases for consideration in our daily News Briefs section. Email releases directly to Assistant Editor Ray Frager at [Ray.Frager@TheDailyRecord.com](mailto:Ray.Frager@TheDailyRecord.com). We reserve the right to edit or rewrite the material that we select in order to fit the available space. Briefs run daily and are available on our website.

# Remington Row project gets key council approval

## Work on mixed-use building site could begin this year

By ADAM BEDNAR

Adam.Bednar@TheDailyRecord.com

A major portion of the latest phase of Seawall Development Co.'s efforts to revitalize the once-struggling Remington neighborhood in Baltimore remains on pace to break ground later this year or early next year.

Phase I of the Remington Row project involves constructing a five-story, mixed-use building with 108 apartments, 15,000 square feet of retail space and 35,000 square feet of office space on the west side of the 2700 block of Remington Avenue. It's the next step in Seawall Development's investment in the community that began with the renovation of the Miller's Court mixed-use project and also includes the redevelopment of a former tire shop into the home of Single Carrot Theatre and Spike Gjerde's Parts & Labor restaurant and butcher shop.

The planned unit development bill, which the developer needs to build the project, passed a key vote on Monday when the Baltimore City Council approved the PUD on second reader. The council must pass the

PUD a third time before the mayor can give final approval, but once a bill is moved onto third reader passage is generally a formality. The developer's land-use proposal was also approved by the city last week.

"Our intent is to set Phase II to begin next year as well," said Thibault Manekin, principal at Seawall Development.

That phase involves the redevelopment of a building on the west side of the 2800 block of Remington Avenue that is currently home to the Anderson Automotive Group's body shop. In May, Seawall told a city panel the second phase of the project could have been more than a decade away from starting because of the body shop's 20-year lease on the property.

But earlier this month, Seawall agreed to purchase Anderson Automotive properties on West 25th Street, which were supposed to be developed as part of the failed, Wal-Mart-anchored 25th Street Station. As part of that deal, Bruce Mortimer, Anderson Automotive's owner, agreed to relocate the body shop operations to the 25th Street properties so Seawall can push forward with the second phase of the Remington Row development. Phase II of the redevelopment includes a mix of retail and office space.

Seawall Development has told the community it will be years before it can start redeveloping the 25th Street



COURTESY OF HORD COPLAN MACHT

The Remington Row project is seen as critical to efforts to revitalize the neighborhood.

properties because the company is focused on Remington Row.

Manekin said it's still unclear when Seawall will begin Phase III of the development. That phase of construction involves renovating a building on the east side of the 2700 block of Remington Avenue that is currently occupied by 7-Eleven. The store's

owner has a 10-year lease on the property, and Seawall is working on an agreement with the convenience store's owner to relocate. But Manekin said the redevelopment of that site, which will be used for retail, will not be as intensive as the other projects and described it as "more of a landscaping" project.

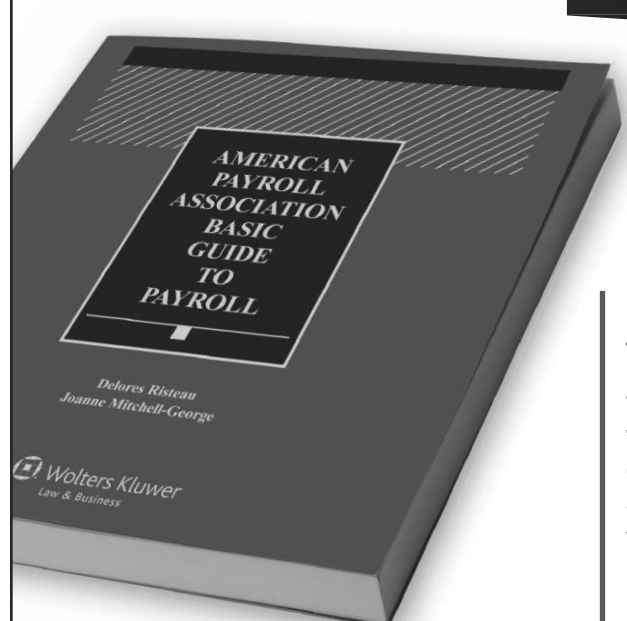


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# CALENDAR

## October

### FRIDAY 31

#### UB and Center for Deployment Psychology Offer One-Day Training Session for Professionals

The University of Baltimore and the Center for Deployment Psychology will host a one-day training opportunity for licensed mental health professionals and other staff who work in a college or university setting and who regularly engage with military service members or veterans who are attending school. It is a credit-eligible program, entitled "Would You Recognize Me If I Weren't in Uniform?" Cost: \$25 (or \$50 if the participant is seeking Continuing Education credit). Registration: <http://www.deploymentpsych.org/training/uc4-university-baltimore-baltimore-md-31-oct-2014> Dr. Myra Waters, 410.837.5159 or [mwaters@ubalt.edu](mailto:mwaters@ubalt.edu)  
**Event Time:** 8:00 AM - 5:00 PM  
**Address:** Town Hall in UB's Learning Commons, 1415 Maryland Ave.

## November

### TUESDAY 4

**Elder Abuse Training for Attorneys**  
 Senior Legal Services, a program of the Bar Association of Baltimore City, is co-sponsoring a free training on elder abuse for attorneys with CHANA's project SAFE: Stop Abuse of Elders. Breakfast will be provided; there is no pro bono requirement in

connection with the training.  
 Cost: Free  
 Registration: RSVP to Ellen Fox at [efox@associated.org](mailto:efox@associated.org) or 410-234-0030  
**Event Time:** 9:00 AM - 11:30 AM  
**Address:** CHANA- 5721 Park Heights Avenue, Baltimore, MD 21215

### THURSDAY 6

**Countdown To 175**  
 The Baltimore Bar Library will celebrate some of its most historically significant members as it counts down to the 175 Anniversary of its founding in 1840. The evening will include remarks by Chief Judge Mary Ellen Barbera - launching of the Library's "Brady v. Maryland" volume with Brady advocate E. Clinton Bamberger, Jr. to share his thoughts - Food - Wine - Jazz and more.  
 Cost: \$30.00 with proceeds going to the Honorable Harry A. Cole Self-Help Center for pro se litigants.  
 Registration: To order tickets, or for more information, telephone 410-727-0280 or e-mail the Library at [jwben-nett@barlib.org](mailto:jwben-nett@barlib.org).  
**Event Time:** 5:00 PM - 7:00 PM  
**Address:** Baltimore Bar Library - 100 N. Calvert Street - Room 618 - Baltimore, Maryland 21202

**CREWBaltimore to Host Beacon Awards Gala**  
 Join us for the celebration and recognition of our commercial real estate peers who are making a difference in our community and who are demonstrating their commitment to excellence. Award categories include Chapter Champion, Member to Member Business, Rookie Member of the Year, Circle of Excellence and Community Impact.

Cost: Members: \$80 per ticket | Non-Members: \$90 per ticket  
 Registration: [www.crewbaltimore.org](http://www.crewbaltimore.org)  
**Event Time:** 6:00 PM - 9:00 PM  
**Address:** Tabrizi's 500 Harborview Drive, Baltimore, MD 21230

#### WEB Baltimore Roundtable presents "Employer's Guide to ACA's 2015 Requirements"

Join us to get the latest on the Employer Shared Responsibility Rules (aka "Pay or Play Penalty") and ACA's new reporting requirements for employers. This event is approved for HRCI Credits.  
 Cost: \$25 per person for members; \$45 per person for non-members; \$10 per person for employer/plan sponsor  
 Registration: [www.webnetwork.org/baltimore](http://www.webnetwork.org/baltimore)  
**Event Time:** 8:30 AM - 10:30 AM  
**Address:** Benelogs, 2118 Green-spring Drive, Timonium, MD 21093

### FRIDAY 7

**WYPR Fall Breakfast with Economist Anirban Basu**  
 Join WYPR for breakfast and hear Mr. Basu, one of the Mid-Atlantic region's most recognizable economists, discuss important topics that include: Economic Development, Employment, Income, and Workforce Development.  
 Cost: Networking Breakfast Event \$50 / WYPR member rate \$45  
 Registration: <http://basu.eventbrite.com>  
**Event Time:** 7:30 AM - 9:30 AM  
**Address:** Four Seasons Hotel, 200 International Drive, Baltimore, Maryland 21202

### MONDAY 10

**Jewish Legal Services**  
 Jewish Legal Services, a program of Jewish Community Services (JCS) in Baltimore, offers legal information, advice and referral services for Jewish individuals with limited income. A walk-in legal clinic is held on the second Monday of each month. Volunteer community lawyers offer advice on a variety of legal issues, including consumer/bankruptcy, landlord-tenant, family, and employment questions. Jewish Legal Services is also seeking lawyers to volunteer their expertise at the monthly clinic.  
 Cost: Free  
**Event Time:** 7:00 PM - 8:30 PM  
**Address:** 5750 Park Heights Avenue Baltimore MD 21215

### WEDNESDAY 12

**Create Trust, Protect Privacy as You Go Mobile & Multi-Screen**  
 A free webinar presented by the AAF and DAA on the topic of privacy in a multi-screen and mobile digital space. This webinar will detail how to navigate consumer privacy for all types of mobile environments, how brands and mobile stakeholders can ensure transparency and choice with interest-based advertising, and how to meet consumer expectations while allowing innovation to thrive. Participants will also learn how self-regulation is helping to meet this dual need for consumer trust and business growth.  
 Cost: Free  
 Registration: <http://www.baltimoreadvertising.com/event/af-daa-free-pri>

vacy-webinar-re-multi-screen-ads/  
**Event Time:** 2:00 PM - 3:00 PM  
**Address:** Online Webinar

#### Connections Education IT/Software Developer Open House and Networking Event

Connections Education, a leading provider of K-12 online education solutions, has an immediate need to hire 30 talented IT/software development professionals and is hosting an IT/Software Developer Open House and Networking Event on Wednesday, November 12, 2014 from 5:30pm to 8:00pm in Columbia, MD. Attendees will hear from Connections Education leaders, network with hiring managers and staff, and learn more about IT/software development career opportunities at Connections Education. Light appetizers and drinks will be served.  
 Cost: Free  
 Registration: To reserve a spot at the event, please send your resume and RSVP to [careers@connectionseducation.com](mailto:careers@connectionseducation.com) by Wednesday, November 5, 2014. Indicate "IT Open House" in the subject line.  
**Event Time:** 5:30 PM - 8:00 PM  
**Address:** Connections Education, 7000 Columbia Gateway Drive, Columbia, MD 21046

#### CREWBaltimore to Host Tech Toolbox: The Art of Networking and Social Media

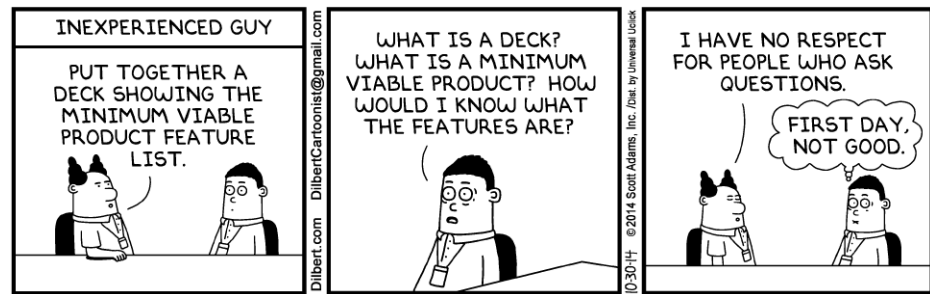
CREWBaltimore will host another in its series of Tech Toolbox- Conversations over Coffee breakfast and networking events. Two expert speakers will advise how to successfully leverage social media to connect with new contacts, gain introductions through mutual connections, follow-up with a contact if you didn't get their contact information and get your message out to foster new relationships in order to grow your business and gain recognition in your line of work. **SPEAKERS:** Andrew Rose, president, Zest SMS | Christina Ryan DiGiulian, managing director, Hartman Executive Advisors  
 Cost: \$30 Members/ \$45 Non-members  
 Registration: For more information and to register visit: <http://crewbbaltimore.org/Events.aspx>  
**Event Time:** 8:00 AM - 10:00 AM  
**Address:** American Office, 309 N Calvert St, Baltimore, MD 21202

### THURSDAY 20

#### BABC Young Lawyers Division Happy Hour

Join the BABC Young Lawyers Division for drinks (cash bar) and light complimentary appetizers. Sponsored by The Daily Record.  
 Cost: Free  
 Registration: Please RSVP to [divya@wise-law.net](mailto:divya@wise-law.net)  
**Event Time:** 5:30 PM - 7:30 PM  
**Address:** Maysy's, 313 N. Charles Street, Baltimore, MD 21201

**Dilbert** by Scott Adams



## SUDOKU

**Here's how it works:** Sudoku puzzles are formatted as a 9x9 grid, broken down into nine 3x3 boxes. To solve a sudoku, the numbers 1 through 9 must fill each row, column and box. Each number can appear only once in each row, column and box. You can figure out the order in which the numbers will appear by using numeric clues already provided in the boxes. The more numbers you name, the easier it gets to solve the puzzle.

Yesterday's solution:

2	5	6	9	4	3	8	1	7
9	1	3	7	8	5	6	2	4
8	4	7	2	6	1	5	9	3
7	3	9	5	1	6	4	8	2
5	2	8	4	3	9	7	6	1
1	6	4	8	7	2	3	5	9
3	7	1	6	9	8	2	4	5
4	8	2	1	5	7	9	3	6
6	9	5	3	2	4	1	7	8

				7		3	6	
			9		5			
2	5							
8				1		4		
	4			5				
		7		3	9			
				1		2		
9	6					3		8
		8		6				5

Level: Intermediate

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# NAACP >> Baltimore lands 2017 convention after jumping the gun on claim

Continued from 1A

quarters and is rich in civil rights history. The entire city will roll out the red carpet to make the delegates feel at home and welcome. This will also be a great boost economically to the city.”

Mayor Stephanie Rawlings-Blake’s office released a statement crowing about the city’s history and the impact the convention would have.

“We are honored that the NAACP has named Baltimore the host for their 2016 Annual Convention! Baltimore’s rich

African American heritage and culture is celebrated and laced throughout the fabric of our city, and the NAACP’s own proud legacy is thriving in Baltimore City today,” Rawlings-Blake said.

But about a week later, the national chapter released a statement essentially saying: not so fast. In the statement it said Baltimore, St. Louis, Cincinnati and Austin, Texas, were all still in the running for the event.

Although Baltimore was the “initial selection” after making a pitch in Las Vegas to the Convention Time and Place

Committee, conflicts over the date of the convention arose as the city began negotiating to officially be named convention host. Baltimore was offering the NAACP the weekend of July 4th, which was not compatible with when the NAACP likes to hold its conventions.

“Things can change really quick,” said Tom Noonan, Visit Baltimore’s president and CEO.

But when it became came apparent that the dates could not be worked out for the 2016 convention NAACP representatives asked if the city wouldn’t mind

looking at hosting in 2017. After trying hard for the past five years to lure the convention back, Noonan said the city responded “absolutely.”

So, after an embarrassing incident of jumping the gun, Baltimore gets the convention it thought it had, just a year later. Now the preparations begin to host a conference that is expected to draw around 8,000 to 9,000 people and the attendant economic impact those visitors will have

“This is a very prestigious convention,” Noonan said.

# Cyber >> Conference focuses on developing state’s burgeoning industry

Continued from 1A

achieve “advanced situational awareness” of incoming attacks.

But Bloom’s message was not one of doom-and-gloom, despite a heavy emphasis on recent headline-grabbing cyber attacks and the vulnerabilities that persist at major companies and government organizations. He stressed that cybersecurity is a growth industry if ever there were one, and dared attendees to meet the challenge.

The fourth annual CyberMaryland conference, held Wednesday and Thursday at the Baltimore Convention Center, features a who’s who roster of cybersecurity leaders from industry, academia and government.

In breakout sessions, panelists explored topics ranging from the technical (how to prevent cyber attacks over radio frequencies) to the practical (how to choose the best cybersecurity product for your business).

Several sessions focused on the role of universities in advancing Maryland’s dominance in cybersecurity, including how to

recruit the best talent for STEM careers and how to accelerate research commercialization.

While most sessions were led by established experts in their field, one of the day’s most popular sessions featured panelists who were likely not old enough to order a beer.

Three students at the University of Maryland, Baltimore County spoke to a standing-room-only audience about what attracted them to cybersecurity, the long hours they spend on schoolwork, how universities could diversify STEM-related enrollment and what they expect from a career in cybersecurity.

UMBC President Freeman Hrabowski moderated the panel. He had audience members laughing, participating and — in the case of several high school students in the back — whispering excitedly.

For 17-year-old Olaoluwakitan Bamisaiye, a student in the STEM magnet program at North County High School in Glen Burnie, the conference was an opportunity to envision what his future might look like if he pursues cybersecurity as a ca-

reer.

“The way things were before, security was the last thing people thought of when they were designing a product or a service,

but now, everyone wants to make sure their systems are secure from the beginning,” Bamisaiye said. “Security is never going to go out of style.”



ALISSA GULIN

University of Maryland, Baltimore County students, from left to right, Nathan Cline, Rachel Cohen and Randi Williams participate in a panel discussion moderated by UMBC President Freeman A. Hrabowski at the CyberMaryland 2014 conference on Wednesday.



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Mr. Basu is the Chairman and CEO of Sage Policy Group, an economic and policy consulting firm in Baltimore. Event will take place at the Four Seasons Hotel in Baltimore on Friday, November 7 from 7:30-9:30 am and will include networking opportunities and talk with Q&A session to follow.

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# Real estate world throws changeups

The world of real estate is constantly evolving, and even though it's been over eight years since the bubble burst, we're still feeling the impact of that event as changes to the system continue to ripple through the industry. From time to time, there is important news that real estate agents are aware of, but it doesn't reach the radar for the regular consumer. So, here are few points that are noteworthy for anyone looking to buy or sell a home:



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Realities of Real Estate

**Mortgage rates:** In February 2011, the rate on a 30-year fixed rate mortgage was just over 5 percent. From that point, rates fell for two years straight, until they reached a low point of about 3.3. For the first half of 2013, rates bumped around in the mid 3's.

Then, the Federal Reserve Bank started talking about the possibility of

cutting back on quantitative easing, a process by which it floods the economy with trillions of dollars produced by the purchase of mortgage-backed securities. Just the talk of cutting back was enough to cause mortgage rates to rise, and they shot up from 3.4 to 4.4 in less than a month. By the end of 2013, rates were about 4.5, and everyone thought they had missed the boat on ever again being able to get a 30-year fixed rate in the 3's.

Well, happy days are here again, and home buyers are going to get a second bite at the apple on super low mortgage rates. During the week of Oct. 16, rates dipped below 4 percent. In less than a month, they fell from approximately 4.25 to 3.97. The average for this week was even a little less at 3.92.

Whether they'll go much lower and how long they'll stay below 4 is anyone's guess. Furthermore, economists generally predict that mortgage rates will generally rise over the next several years. But for now, it's still possible to go out and get a 30-year loan at an interest rate that starts with a 3!

**Qualified Mortgage Rule:** The Qualified Mortgage Rule, or QRM, isn't something that most home buyers will hear about. But it's a regulation, born out of the banking collapse, one that can have a significant impact

on how easy it is to get a home loan and how much that loan might cost.

Basically, the QRM is a set of qualification standards that lenders must follow in order for a mortgage to be sold to investors. Virtually all mortgages are sold to investors of some sort, so it is critical for banks to meet QRM rules. If qualification standards are too tight, the number of people who can buy a house is reduced. If standards are too loose, mortgage defaults can rise to unacceptable levels. Consequently, there has been an effort to find just the right balance for QRM rules, or what has been called the Goldilocks standard.

This month, the final QRM rule was put in place, and it looks good for consumers. One fear was that it would include a requirement for 20 percent or even 30 percent down payments. That would keep a lot of potential home buyers out of the market.

Since the recession, most of us don't have a lot of cash lying around. Plus, the drop in real estate prices erased the home equity that most people use for the down payment on a new house.

Fortunately, the QRM rule didn't include a down payment requirement. That doesn't mean you won't need a down payment, but it means the free marketplace will set that amount, not

the government. As a result, most down payments are likely to be much less than 20 percent. So, if you're thinking about buying a home, check with your lender. The amount of down payment you'll need is probably much less than you think.

**Contract of Sale:** Virtually all real estate agents use some form of the Maryland Association of Realtors Contract of Sale. Every year, there are changes made to that contract, and the changes take effect in October. Much of the time, the revisions are technical in nature and amount to inside baseball for real estate agents. But occasionally, these modifications can have a real impact on consumers and/or how a contract might be structured or negotiated.

This year, there are some changes that will have a bearing on how buyers and sellers might approach the home inspection process. We won't go into the details here. However, if you're buying or selling a house, make sure your agent is using the most recent version of the Contract of Sale and also make sure he or she understands how it differs from past practices.

**Bob and Donna McWilliams are practicing real estate agents in Maryland with more than 25 years of combined experience. Their email address is [McWilliams@BobDonna.com](mailto:McWilliams@BobDonna.com).**

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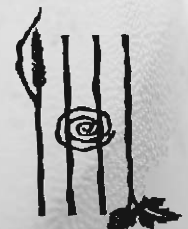
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# LEGAL NEWS

## Clancy estate lawyers: Taxes handled as he wished

Author's widow wants estate's personal representative removed

By **DANNY JACOBS**

Danny.Jacobs@TheDailyRecord.com

A disputed proposal to pay taxes from the estate of Tom Clancy follows the late author's wishes, lawyers for the estate have claimed in response to a challenge from Clancy's widow.

Alexandra Clancy has alleged J.W. Thompson Webb, formerly the estate's personal representative, is preparing to pay some of the estimated \$16 million owed in estate taxes from a family trust, of which she is beneficiary along with the couple's daughter. Clancy has argued an amendment to her husband's will, authored by Webb, qualified the family trust for the marital tax deduction and that all taxes should be paid out from a trust created for Clancy's four grown children from his first marriage.

But lawyers for the estate and Webb, in court filings made earlier this month, counter that, while Tom Clancy specifically instructed his wife's share of the estate not be responsible for paying taxes, there was no "similar or express carve out exception" for the remaining trusts.

"There is nothing in the [last will and testament] that the Decedent had any intention other than ensure that the trusts established for the ultimate benefit of his children and grandchildren



FILE PHOTO

**A legal fight has pitted Alexandra Clancy against lawyers handling the \$83 million estate of her late husband, best-selling author Tom Clancy.**

share in the tax burden of the Estate," Webb's lawyers wrote in a motion to dismiss filed in Baltimore City Orphans' Court.

Webb, a principal at Miles & Stockbridge PC in Baltimore, was the personal representative of Clancy's estate until Alexandra Clancy filed her petition for removal last month. An Orphans' Court judge then was required by law to reclassify Webb as the estate's special administrator, meaning he can only collect, manage and preserve property of the estate until there is a ruling on the petition for removal.

A hearing on the petition has been scheduled for Dec. 5, according to a

court filing made Tuesday.

Norman L. Smith, a lawyer for Alexandra Clancy, said Wednesday he is preparing a response to the motion to dismiss but declined further comment. Smith is with Fisher & Winner LLP in Baltimore and serves on The Daily Record's independent Editorial Advisory Board.

Clancy, who died last October, left behind an estate valued at \$83 million, \$65 million of which is a 12 percent ownership stake in the Baltimore Orioles. Clancy originally drafted his will in June 2007 and amended it twice, most recently with Webb's assistance in July 2013. His original personal representa-

tive, the late Lowell R. Bowen, was a longtime chairman of Miles & Stockbridge. Bowen, who died in 2011, appointed Webb as his successor.

Alexandra Clancy's petition alleged Webb's decision to pay taxes from the family trust would subsequently reduce the trust's value by about \$7.8 million, with the cost to her being \$6 million. She is seeking to remove Webb as personal representative rather than suing him for legal malpractice because under Maryland law, beneficiaries cannot sue the attorney who drafted a will, only the personal representative can.

But Robert S. Brennan and Jennifer J. Coyne of Miles & Stockbridge, representing Clancy's estate and Webb, say in their motion to dismiss that Webb has acted "in exact accordance with existing law" by following the "plain and unambiguous language" of the will.

The petition for removal "suggests that Mrs. Clancy's motives in seeking a new personal representative are not to ensure the fair and proper administration of the Estate, but perhaps to ensure that her personal interests are favored over the intent of the testator as set forth in the [last will and testament]," the lawyers wrote.

Brennan and Coyne also argue that the circuit court, not the orphans' court, is the only venue where Clancy's declaratory judgment action can be heard.

Webb has also received support in court filings from Clancy's adult children, who have asked a judge to restore Webb as the estate's personal representative. The adult children are represented by Sheila K. Sachs, a member at Gordon Feinblatt LLC in Baltimore.

## Court says state can also appeal retrial ruling

In addition, CSA decides evidence not enough to grant convict new trial

By **STEVE LASH**

Steve.Lash@TheDailyRecord.com

Saying what's good for the defense is good for the state, a Maryland appeals court has ruled prosecutors can appeal a judge's decision that a convict should be granted a retrial based on newly discovered evidence and a reasonable showing of "actual innocence."

The Court of Special Appeals' decision follows a 2011 ruling by the state's top court that convicts can appeal a judge's rejection of their Petitions for Writ of Actual Innocence. The state "has a corresponding and comparable right of appeal from the 'grant' of such a petition," the Court of Special Appeals held Tuesday.

In its 2-0 decision, the intermediate court did more than just accept the state's appeal of a Baltimore County Circuit Court judge's grant of actual innocence and a new trial. The Court of Special Appeals overturned Judge S. Ann Brobst's 2010 grant and reinstated George Cameron Seward's 1985 conviction and life sentence for rape and assault with in-

tent to murder.

The court's decision drew praise from Brian S. Kleinbord, who heads the Maryland Office of the Attorney General's criminal-appeals division.

"The defendant should not be able to collaterally attack a 25-year-old criminal judgment without the state having means of appellate review," Kleinbord said Wednesday.

Requiring the state to retry an old case — without the opportunity to appeal — places prosecutors "in a very difficult position," he added, noting that witnesses to the long-ago crime might be unavailable or unable to testify.

Seward's appellate attorney, Booth M. Ripke, did not return telephone and email messages seeking comment Wednesday. Ripke is with Nathans & Biddle LLP in Baltimore.

Seward had argued in his Petition for a Writ of Actual Innocence that newly discovered evidence — his employer's payroll records — supported his alibi that he was at work on July 26, 1984, when the victim was raped and shot while her infant was in an adjoining room at their Baltimore County home.

Brobst granted the petition and ordered a new trial after accepting Seward's contention that "there is a substantial possibility that the result of the trial may have been different" had the jury been shown

the records from the dog-grooming store where he worked.

The attorney general's office appealed Brobst's decision to the Court of Special Appeals.

Ripke moved to dismiss the appeal, saying the state has no statutory right to appeal a grant of an actual-innocence petition.

Rejecting Ripke's argument, the Court of Special Appeals noted that the high court in *Douglas v. State* found that convicts have a right to appeal petition denials, though no such right is stated in Maryland law.

"Because the Court of Appeals, in *Douglas*, was simply implementing what it deemed to be the intent of the General Assembly (and presumably not just half of that intent), we are impelled to conclude that a right of appeal, from a decision on an actual innocence petition, must be a bilateral right of appeal," Chief Judge Peter B. Krauser wrote in the court's reported opinion. "We therefore hold that the state has the same right of appeal from the grant of a Petition for a Writ of Actual Innocence that a petitioner has from the denial of such a petition."

Having accepted the state's appeal, the intermediate court went on to rule that Brobst erroneously granted Seward's petition and wrongfully ordered a new trial based on the payroll records.

The records do not constitute "newly discovered evidence," which would have warranted granting the petition, the court said. Rather, the records' existence became known during the 1985 trial when the grooming-shop owner, Louise Stamathis, testified that she had records indicating Seward was at work, the court added.

"Although Seward insists that, at the time of trial, it was not known whether Ms. Stamathis could have found those records, nor whether they would have been exculpatory, that degree of uncertainty does not excuse trial counsel's failure to make any attempt to compel their production," Krauser wrote. "In sum, trial counsel made no reasonable and good-faith effort to procure Ms. Stamathis's payroll records. The records, therefore, do not qualify as 'newly discovered evidence.'"

Krauser was joined in his opinion by Judge Charles E. Moylan Jr., a retired jurist specially assigned to hear and decide the case.

A third judge, Albert J. Matricciani Jr., heard the case when it was argued Jan. 7 but stepped down from the bench on April 30 to become senior counsel at Whiteford Taylor Preston LLP in Baltimore. He did not participate in the court's decision.

Brobst died of pancreatic cancer on Dec. 17, 2012. She was 59.

# LAW BRIEFS

## Death of woman found inside burning home ruled homicide

(AP) The death of a woman whose body was found in a burning Baltimore home has been ruled a homicide. Firefighters say the fire broke out at the northeast Baltimore home about 5 a.m. Tuesday. A woman inside was pronounced dead at the scene. Police said Wednesday that an autopsy found that the woman's death was a homicide. They did not release any further details, including the woman's name or how she was killed. An investigation is ongoing.

## Hagerstown toughens curfew for youths, adding fines for parents

(AP) Hagerstown is enacting a tougher juvenile curfew that makes parents subject to fines. The Herald-Mail reported that the City Council voted unanimously in favor of the changes Tuesday. The new law takes effect Nov. 28. It raises the curfew age limit from 15 to 16. And it moves up the time that unaccompanied children must be indoors by one hour. Under the new law, they must be off the streets by 10 weeknights and 11 p.m. Fridays and Saturdays. Violations are subject to fines ranging from \$100 to \$500 for repeat offenses. The changes follow increased complaints about juvenile crime in the city.

## Counselor charged with sexual abuse of two men at Parkville group home

(AP) A Baltimore counselor has been charged in the sexual abuse of two men living at a Parkville home for the developmentally disabled. Baltimore County police said Wednesday that 63-year-old Gary Lee Toft was arrested Oct. 23 on numerous charges of sex offenses, perverted practice and vulnerable adult abuse. He was being held on \$350,000 bail. Toft's attorney did not return a message seeking comment Wednesday. Police say Toft was a residential counselor at the facility, called Creative Options, and that he abused two adult male residents in his care. Police say the abuse occurred over several months and involved sexual acts. Toft was previously arrested Sept. 14 on similar charges by Baltimore city police, stemming from accusations against him by one man at Creative Options.

## Woman who faked credentials as physician's assistant pleads guilty

An Annapolis woman pleaded guilty on Wednesday to posing as a physician's assistant — and treating over 200 children — though she has no medical license. Shawna Michelle Gunter, 37, of Annapolis, pleaded guilty to wire fraud and aggravated identity theft in U.S. District Court in Baltimore. According to her plea agreement, she

diagnosed and treated over 200 infants and children and wrote over 400 prescriptions in August 2013. Gunter got a job with a pediatrician with offices in Centreville and Chestertown by lying that she had graduated from Howard University with a degree as a physician's assistant and gave the doctor a false resume and forged certificates. Gunter faces a maximum sentence of 22 years in prison.

## City police officer, caught on video punching man, charged with assault

(AP) A Baltimore police officer seen on a video repeatedly punching a man outside a liquor store before arresting him has been charged with assault. Baltimore City State's Attorney Gregg Bernstein said in an email on Wednesday that Vincent Cosom Jr. was also charged in a criminal information with perjury and misconduct in office. A man who answered a phone number listed for Cosom hung up when a reporter called Wednesday. Bernstein says on June 15, Cosom repeatedly punched a man in the face. The incident was recorded on City Watch cameras. On Sept. 15, 32-year-old Kollin Truss sued Cosom for assaulting him in the June 15 incident. Cosom was suspended from the department that day.

Compiled by Ray Frager

## Employment

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# How much may health regulators regulate?

Federal courts are putting state health regulators in a box with no exits.



**BARRY ROSEN**  
Commentary

health care facility mergers from federal antitrust law, *North Carolina State Board of Dental Examiners v. Federal Trade Commission* upheld an FTC order restraining a dental board's regulation of teeth-whitening services and *Colon Health Centers of America, Inc. v. Hazel* questioned the anti-competitive effect of certificate of need laws in Virginia.

### Clear articulation

*Federal Trade Commission v. Phoebe Putney Health System* involved a Georgia county hospital's acquisition of the only other hospital in its county. The FTC sued to stop the merger under federal antitrust law, arguing that the merger would give the merged hospitals a monopoly on inpatient services in the area.

In defense, the public hospital relied on the "state action doctrine" under which courts construe federal antitrust law not to restrict a state's authority to regulate its internal economy by displacing private competition. The hospital argued that this doctrine applied because a Georgia law gave county hospitals extensive power to acquire facilities, take property via eminent domain and otherwise operate as a corporation with governmental powers. The hospital urged that these broad powers evidenced Georgia's intent to displace private competition with public ownership.

The U.S. Supreme Court rejected the defense, and in doing so limited the state action doctrine. The court said that a presumption exists against applying the doctrine, citing the "fundamental national values of free enterprise and economic competition" underlying federal law.

The court would not set this presumption aside unless the state clearly articu-

lates that it intends to displace private competition. The court then concluded that state authorization to county hospitals to acquire facilities did not "clearly articulate" such an intent because the law neither (1) expressly stated such an intent; nor (2) made displacing competition practically inevitable. The court reasoned that the power to operate a hospital and acquire other hospitals does not necessarily imply the power to create a hospital monopoly.

### Close supervision

The Supreme Court is now considering whether to further limit the state action doctrine via *North Carolina State Board of Dental Examiners v. Federal Trade Commission*.

In that case, the FTC sued to stop North Carolina's dental board from punishing non-dentists who whiten teeth. The FTC alleged that the dental board amounted to a dentists' cartel to squelch competition.

In ruling for the FTC, a federal appeals court explained that the state action doctrine does not permit a state to create a quasi-private body to stifle competition, even if the state clearly articulates its desire to create such a cartel. The court then found that the dental board was quasi-private. The court noted that the board is composed of practicing dentists (not neutral bureaucrats), that board members are elected by other dentists (not appointed by the state) and that the actions of the board are not closely supervised or controlled by other officials of the state.

The Supreme Court has taken the case and will, in the next few months, decide whether to affirm the appeals court and thereby continue to narrow the state action doctrine.

doctrine holds that, since the Commerce Clause grants the federal government the authority to regulate interstate commerce, a state cannot divert the interstate flow of commerce to burden out-of-state competitors and privilege in-state businesses.

Applying the doctrine, the providers alleged that Virginia's CON law made navigating the CON process so difficult (through burdensome application documentation and litigated fact-finding) and allowed so many parties to intervene to draw out a decision (up to nine months or more) that the law essentially kept the radiology market in Virginia in stasis.

Although not an express goal of the CON law, in effect only incumbent, in-state providers, that is, those with existing CONs, could legally operate in Virginia. Out-of-state providers were in practice locked out.

The providers also alleged that the purported benefits of the CON law were a sham, given that the CON law reduced access by shunning new providers and raised costs by freeing incumbents to increase prices without fear of competition.

The federal appellate court held that if the suing providers could prove their allegations true, Virginia's CON law would be illegal under the dormant Commerce Clause. The court then sent the suit back to a trial court for factual development, where it now sits.

### Lessons learned

Federal courts are signaling that deference to state agencies' traditional discretion over health and professional licensure should bend to federal laws promoting free, interstate competition. Two lessons should be drawn.

First, unless the Supreme Court reverses trend, professional licensing bodies created outside the state bureaucracy will not be tolerated.

Second, courts have placed state legislators and regulators crafting laws that displace private competition (whether intentionally or incidentally) on the horns of a dilemma. On the one hand, *Phoebe Putney* suggests that legislators should draft express text showing awareness of the statute's effect on competition. On the other hand, *Colon Health Centers* suggests that the more a law articulates a policy to displace competition by out-of-state providers, the more vulnerable the law becomes to a federal constitutional challenge.


**Barry F. Rosen is chairman and CEO of the law firm of Gordon Feinblatt LLC and heads the firm's Health Care Practice Group. He can be reached at 410-576-4224 or brosen@gfllaw.com. Jonathan E. Montgomery is an associate in the firm's Health Care Practice Group, and he can be reached at 410-576-4088 or jmontgomery@gfllaw.com.**



**JONATHAN E. MONTGOMERY**  
Commentary

On the one hand, health regulators managing or affecting competition in the health care industry are being told that to avoid violating the federal antitrust laws, they must articulate and supervise the anti-competitive effects of their regulations. On the other hand, health regulators are being told that they may be violating the U.S. Constitution if their clearly articulated and supervised regulations successfully displace out-of-state competitors.

The foregoing occurred last year via three decisions by federal appeals courts with jurisdiction over Maryland. Specifically, *Federal Trade Commission v. Phoebe Putney Health System* raised the bar for state laws seeking to immunize



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### Brick wall behind exits

*Colon Health Centers of America, LLC. v. Hazel* applied federal constitutional law to throw Virginia's certificate of need (CON) law into question.

Virginia, like many states, forces persons wishing to establish or expand certain health care facilities to first obtain a CON. A CON usually requires a showing that there is an unmet need for the project locally and that the project will not create local over-capacity. CON laws theoretically aim to promote equitable geographic access to health services while minimizing the facility capital costs that consumers ultimately bear.

In this case, Maryland and Delaware health care providers wishing to offer radiology services in Virginia sued Virginia to invalidate its CON requirement for MRI and CT equipment. The providers relied on the doctrine of the "dormant" Commerce Clause of the U.S. Constitution. The

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# LegalZoom >> Online services haven't been 'dramatic' competition for lawyers

Continued from 1A

needed to form a limited liability company or register a trademark.

"This is really about small business member solutions, but we're also offering estate planning, so families that happened to be Sam's Club members could also take advantage of it," said LegalZoom spokeswoman Johanna Namir.

Carolyn Elefant, an energy lawyer and author of the solo- and small-firm-focused law blog My Shingle, said the nature of LegalZoom's services means the new partnership is un-

likely to lure huge numbers of clients away from traditional law firms.

"A lot of the needs that LegalZoom has always served have been at the margins. They're cases that didn't come to lawyers or that lawyers didn't want," she said. "Most lawyers don't want to just create a form — doing a \$250 will is often more trouble than it's worth."

It's possible the Sam's Club partnership will prove popular without bringing down solos and small firms, simply because it may attract customers who wouldn't otherwise be inclined to seek legal assistance, said

Pat Yevics, the Maryland State Bar Association's director of law office management.

"I'm not 100 percent sure that the people that would go through Sam's Club for legal services would really engage the services of a lawyer otherwise," she said. "Would it hurt long-time, established solo practitioners? Probably not too much."

For complex legal work, many clients will still require the services of a lawyer, Elefant said, and the more specialized an attorney's practice, the less likely that LegalZoom's expansion will pose a threat.

"If you have a specific issue, like an LGBT will issue or a single-parent issue, those are not really going to help you," she said. "For solos that have niches, they don't really have anything to worry about."

The level of discount each Sam's Club member receives from LegalZoom will depend on his or her "tier" of membership — "Sam's Business" and "Sam's Savings" cardholders, who pay a \$45 annual membership fee, will receive 20 percent off LegalZoom products, Namir said, while "Sam's Plus" customers, who pay \$100 each year, will receive a 25 per-

cent discount.

Sam's Club has 643 stores across the nation, including a dozen in Maryland. So far, Namir said, the products will only be available for members to purchase online, and LegalZoom has no plans yet to market its services in Sam's Club stores.

With its online model, LegalZoom has built a following over the last decade, but Yevics said she hasn't seen many firms that have struggled to keep up.

"I haven't heard that it's been dramatic competition," she said. "I have not heard lots of moaning and groaning over the years."

However, that doesn't mean there won't be cause for concern in the future, Elefant said. While LegalZoom may not rival the average solo or small firm lawyer's services today, the company is amassing an "empire of resources" that could soon enable it to directly compete with other lawyers, she said.

"The real concern is not so much with the services, but with the revenues they generate," she said. "Eventually, they'll be able to provide more than just forms."

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# Officials: GPS evidence proves inmate didn't shoot girl in '09

Associated Press

Lamont Davis has a seemingly iron-clad alibi for why he can't have been the triggerman in a Baltimore shooting that left a 5-year-old girl paralyzed. A GPS tracking device he'd been ordered to wear puts him in his home half a mile away at the time. Yet Davis sits in a Maryland prison serving life plus 30 years in the case, which was front-page news in the city when it happened in 2009.

Davis' lawyers call what happened to him a failure of the system and a mindboggling miscarriage of justice, a case where the passion to punish someone trumped the technological evidence. And that's why they're asking Baltimore's top prosecutor to agree that his conviction should be set aside.

Davis, now 22, has some powerful allies. A state employee who is an expert on the GPS tracking system agrees he wasn't the shooter. So does the former head of the Department of Juvenile Services, which was responsible for the tracking device he was wearing. A forensic expert who recently re-examined surveillance footage of the shooter also cleared Davis. All three have written letters supporting him.

"Lamont Davis is serving a life sentence for a crime he didn't commit. That's the bottom line," said Michele Nethercott, one of Davis' lawyers and the head of the Innocence Project Clinic at the University of Baltimore School of Law.

The information from Davis' GPS ankle isn't new. It was part of his 2010 trial. But Nethercott says what the jury heard wrongly suggested the information was unreliable. And she called his former attorneys "ineffective," "disorganized" and "at times incoherent."

His former lead defense attorney, Linwood Hedgepeth, acknowledged in a telephone interview that he and his co-counsel made missteps. He said they improperly agreed Davis' GPS records showed he had violated his home detention 100 times, suggesting the GPS was

worthless, when the real number of violations was closer to 10.

Now Nethercott, his new attorney, is asking Baltimore City State's Attorney Gregg L. Bernstein, who was not the city's top prosecutor when Davis' case was tried, to get involved. Bernstein's office said in a statement that it is reviewing the case. Baltimore police referred all questions to the prosecutors.

The shooting that landed Davis in prison happened about 4 p.m. on July 2, 2009, at the corner of South Pulaski and Wilhelm streets, a residential area of mostly two-story row houses. On that day, two teenagers, 15-year-old Dynaysha Hall and 17-year-old Tradon Hicks, argued on the street, according to Hall's trial testimony. She left angry and soon returned with a group of boys. A physical fight ensued and later someone fired shots.

Five-year-old Raven Wyatt was shot, and the image of her tiny pink flip-flops surrounded by crime tape helped fuel outrage.

Davis, then 17 and the father of two children with Hall, quickly became a suspect. Hall had been heard saying she was heading off to get him before returning with the group of boys. And two girls identified Davis as the shooter, though one said at trial she'd first picked out another person as the shooter from a photo array. Still, Davis' ankle monitor, which he'd been ordered to wear as a result of a juvenile record that is confidential, told a different story: When the shooting happened, he was home.

A police detective thought he had an explanation: Davis' monitor was recording all times on a 2-hour delay, meaning Davis could be the shooter.

Experts and Davis' lawyers say that's flat out wrong. So does Donald W. DeVore, the Department of Juvenile Services' head from 2007 to 2010. The system was accurately reporting times, and if he had any doubts about its reliability, the state wouldn't have renewed its contract for the tracking devices, he wrote in a letter supporting Davis.

## LAW DIGEST

## MARYLAND COURT OF APPEALS

**Professional Responsibility, Disbarment:** Disbarment was the appropriate sanction for an attorney who accepted a retainer to perform legal work, abandoned the client without performing the work and without returning the fee, and failed to cooperate with bar counsel's investigation; her actions demonstrated a lack of competence, diligence, and communication with the client, involved an improper termination of the attorney-client relationship and a misappropriation of client funds, and were prejudicial to the administration of justice. *Attorney Grievance Commission v. Gage-Cohen*, Misc. Docket AG No. 25, Sept. Term, 2013. RecordFax No. 14-1021-21, 15 pages. **Page 13A**

**Professional Responsibility, Reciprocal action:** Although the Supreme Court of Pennsylvania imposed only a public censure on an attorney for failing to represent competently his client, intentionally misrepresenting facts and law to a tribunal, making frivolous contentions and interfering with the administration of justice, his conduct warranted substantially different discipline in Maryland, and the Court of Appeals imposed an indefinite suspension with a right to apply for reinstatement no sooner than six months. *Attorney Grievance Commission v. Litman*, Misc. Docket AG No. 81, Sept. Term, 2013. RecordFax No. 14-1021-20, 22 pages. **Page 14A**

## MARYLAND COURT OF SPECIAL APPEALS

**Constitutional Law, Extradition:** Minor clerical errors in documents supporting an extradition order issued against defendant were not sufficient to show that the documents were not, on their face, in order, and therefore did not invalidate the extradition order. *Burton v. Mumford*, No. 2100, Sept. Term, 2013. RecordFax No. 14-1007-01, 37 pages. **Page 15A**

**Consumer Protection, Garageman's lien:** Under the Consumer Law Article, a motor vehicle lien is based solely on charges incurred for repair or rebuilding, storage, or tires or other parts or accessories and does not encompass "cost of process" fees; therefore, the defendants' act of including "processing fees" in the amount the customer was required to pay to redeem his vehicle violated the Maryland Consumer Debt Collection Act. *Allstate Lien & Recovery Corporation v. Stansbury*, No. 1025, Sept. Term, 2013. RecordFax No. 14-1007-02, 18 pages. **Page 16A**

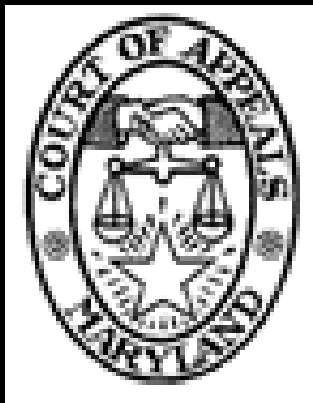
**Criminal Procedure, Due process:** Where defendant was re-tried and again convicted of first-degree murder and robbery, as well as misdemeanor theft, the court did not violate his due process rights by applying a sentencing enhancement; the facts considered by the court, including those relating to defendant's disciplinary record while incarcerated, were unrelated to the guilty verdict and, therefore, the enhancement statute did not expose defendant to a sentence greater than the statutory maximum. *Phillips v. State*, No. 1772, Sept. Term, 2013. RecordFax No. 14-1007-05, 20 pages. **Page 16A**

**Criminal Procedure, Search and seizure:** A police officer had reasonable articulable suspicion to justify frisking the defendant, whom he had stopped for speeding, based on the officer's observations that defendant's pants pockets were bulging and that defendant remained strangely immobile, combined with a background check that revealed defendant was on probation for handgun possession and the fact that defendant reached toward his right front pants pocket when the officer attempted to compel him to exit the vehicle. *Underwood v. State*, No. 673, Sept. Term, 2013. RecordFax No. 14-1007-04, 13 pages. **Page 17A**

**State Government, Maryland Public Information Act:** In an action seeking production of police department's records of an investigation against an officer who left racially derogatory remarks on plaintiff's voicemail, the circuit court erred in granting summary judgment for the department under the Maryland Public Information Act's "personnel records" exemption, because the department failed to identify the documents withheld or provide detailed information about them, and the court never conducted an in camera review to determine if exemptions applied. *Dashiell v. Maryland State Police Department*, No. 1078, Sept. Term, 2011. RecordFax No. 14-1008-02, 28 pages. **Page 18A**

**Zoning, Planned unit developments:** Circuit court correctly found that the developers were not required to obtain a county council resolution authorizing the amendment of their commercial planned unit development ("PUD") plan because the amendment materially conformed to the original plan, and, under the plain language of the PUD title at the time of the original PUD, no approval was required for a development plan that materially conformed to the originally approved concept plan. *Tomlinson v. BKL York, LLC*, No. 1533, Sept. Term, 2013. RecordFax No. 14-1007-01, 20 pages. **Page 19A**

## Maryland Court of Appeals



## Professional Responsibility

## Disbarment

**BOTTOM LINE:** Disbarment was the appropriate sanction for an attorney who accepted a retainer to perform legal work, abandoned the client without performing the work and without returning the fee, and failed to cooperate with bar counsel's investigation; her actions demonstrated a lack of competence, diligence, and communication with the client, involved an improper termination of the attorney-client relationship and a misappropriation of client funds, and were prejudicial to the administration of justice.

**CASE:** *Attorney Grievance Commission v. Gage-Cohen*, Misc. Docket AG No. 25, Sept. Term, 2013 (filed Oct. 21, 2014) (Judges Barbera, Harrell, Battaglia, Greene, Adkins, MCDONALD & Watts). RecordFax No. 14-1021-21, 15 pages.

**FACTS:** Christine Gage-Cohen was admitted to the Maryland Bar in 1985. On

March 14, 2012, Mary Turner paid Gage-Cohen \$2,500 with the understanding that Gage-Cohen would seek a Limited Divorce Agreement and eventually an Absolute Divorce on Turner's behalf. Turner also gave the attorney several documents, including financial statements and a separation agreement.

Gage-Cohen did not deposit Turner's \$2,500 payment into a client trust account, and did not obtain Turner's informed, written consent to make other arrangements. In fact, Gage-Cohen did not maintain an attorney trust account at all in 2012. After accepting Turner's payment, Gage-Cohen apparently abandoned Turner's case.

Turner called and emailed Gage-Cohen repeatedly over several months, with no response. Eventually, Turner attempted to terminate the representation and sought a refund of her payment and the return of her documents, but Gage-Cohen did not respond and did not return Turner's documents or the unearned fee. Turner filed a complaint with the Attorney Grievance Commission on June 14, 2012.

On June 22, July 20, and August 17, 2012, Bar Counsel sent letters to Gage-Cohen requesting her response to the complaint. She did not answer any of those requests. Beginning on August 30, 2012, Commission Investigator Dennis Biennas attempted to contact Gage-Cohen personally. She did not answer Mr. Biennas's phone calls, but agreed to speak with him when he arrived unannounced at her office on September 25, 2012. She admitted receiving the letters from the Commission, ascribed her lack of response to "personal issues," and promised to respond within three days. She never responded.

In November 2012, Bar Counsel sent Gage-Cohen a final request soliciting certain information and records. Gage-Cohen neither responded to the letter nor produced any of the requested information or records. She did return

Turner's documents at some point after the Commission's investigation and apparently left Maryland for Tennessee, where she was ultimately served with the charges in this case.

On June 5, 2013, the Commission, through Bar Counsel, filed with this Court a Petition for Disciplinary or Remedial Action against Gage-Cohen, charging her with violating MLRPC 1.1 (competence), 1.2(a) (scope of representation and allocation of authority between client and lawyer), 1.3 (diligence), 1.4 (communication), 1.5(a) (fees), 1.15 (safekeeping property), 1.16(a) and (d) (declining or terminating representation), 8.1(b) (bar admission and disciplinary matters), and 8.4(a), (c), and (d) (misconduct). She was also charged with violating Maryland Rules 16-604 (trust account – required deposits), 16-606.1 (trust account record-keeping), and 16-609 (a) (prohibited transactions); and Maryland Code, Business Occupations and Professions Article ("BOP"), §10-306 (misuse of trust money). A circuit court judge was designated to conduct a hearing and to provide findings of fact and recommended conclusions of law.

Gage-Cohen was personally served in Tennessee on November 19, 2013. She did not respond to the summons and, on December 19, 2013, Bar Counsel filed a Motion for an Order of Default. The motion was granted on December 27 and entered on December 30, 2013, and a hearing was scheduled for February 11, 2014. Gage-Cohen did not move to vacate the order; nor did she attend the hearing.

The hearing judge issued findings of fact and recommended conclusions of law, finding that Gage-Cohen had committed all of the charged violations. Neither party filed exceptions. On March 13, 2013, while the matter was under investigation, Gage-Cohen was suspended for failing to pay the Client Protection Fund assessment. Bar Counsel recom-

mended disbarment as the appropriate sanction, and the Court of Appeals entered an order mandating Gage-Cohen's immediate disbarment.

**LAW:** MLRPC 1.1 states that a lawyer shall provide competent representation to a client. A lawyer's failure to prepare a case after accepting a fee violates MLRPC 1.1. *Attorney Grievance Commission v. De La Paz*, 418 Md. 534, 553-54 (2011). MLRPC 1.2(a) states, in relevant part, that a lawyer shall abide by a client's decisions concerning the objectives of the representation and, when appropriate, shall consult with the client as to the means by which they are to be pursued. When a lawyer fails to take any steps towards the client's objective, the lawyer necessarily fails to abide by the client's decision concerning that objective. *Attorney Grievance Commission v. Garrett*, 427 Md. 209, 223 (2012).

MLRPC 1.3 provides that a lawyer shall act with reasonable diligence and promptness in representing a client. A lawyer who takes "no action whatsoever" in representing a client violates this rule. *Attorney Grievance Commission v. Shakir*, 427 Md. 197, 205 (2012). MLRPC 1.4 states that a lawyer shall keep the client reasonably informed about the status of the matter, and promptly comply with reasonable requests for information. As in the instant case, conduct that violates the diligence and promptness standard of MLRPC 1.3 often also violates the communication standard of MLRPC 1.4. See *Attorney Grievance Commission v. Pinno*, 437 Md. 70, 80 (2014). MLRPC 1.5(a) states that a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. When an attorney charges a fee but does no work, the fee is per se unreasonable. *Attorney Grievance Commission v. McLaughlin*, 372 Md. 467, 502 (2002).

MLRPC 1.16(a) provides, with an exception not pertinent here, that a lawyer

shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client, or the lawyer is discharged. Subsection (d) of that rule provides that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable and refunding any advance payment of fee or expense that has not been earned or incurred. When an attorney does nothing to advance the client's interest, and then abandons the client without notice and without returning unearned fees, the attorney violates MLRPC 1.16(d). *Attorney Grievance Comm'n v. Park*, 427 Md. 180, 193 (2012). Under MLRPC 8.4(a), it is professional misconduct for a lawyer to violate or attempt to violate the Maryland Lawyers' Rules of Professional Conduct.

Gage-Cohen accepted \$2,500 to represent Turner in a divorce case, but took absolutely no action to advance Turner's case. This failure to act amounted to incompetent representation in violation of MLRPC 1.1, was inconsistent with her client's decisions in violation of MLRPC 1.2, and fell well short of the diligence and promptness required by MLRPC 1.3. Gage-Cohen's communication with Turner was not just inadequate, it was non-existent. She never contacted Turner after the initial consultation.

Gage-Cohen's failure to respond to Turner's repeated calls and emails requesting information violated MLRPC 1.4. Gage-Cohen's \$2,500 fee, for which she evidently performed no work, was unreasonable under MLRPC 1.5. Gage-Cohen abandoned the representation without notifying Turner, without allowing her to obtain other counsel in a timely manner, and without refunding any of the unearned fee. Gage-Cohen only returned Turner's documents at some point shortly before Bar Counsel filed charges against her. She thus failed to terminate the representation in the manner required under MLRPC 1.16. Because Gage-Cohen violated numerous provisions of the MLRPC, she also violated Rule 8.4(a).

Gage-Cohen's acts and omissions also amounted to a violation of MLRPC 1.15(a) and (c), regarding the misappropriation of client funds. The rule mandates that attorneys maintain a separate account to safeguard funds of clients and deposit unearned fees into the client trust account, unless the client gives informed consent, confirmed in writing, to a different arrangement. *Attorney Grievance Comm'n v. Tanko*, 427 Md. 15, 32 (2012). Gage-Cohen also violated Maryland Rule 16-604, which requires attorneys to keep all client funds in a trust account until earned as fees or otherwise distributed in accordance with the representation agreement. *Attorney Grievance Comm'n v. Van Nelson*, 425 Md. 344, 360 (2012). Finally, Gage-Cohen violated Maryland Rule 16-606.1, which sets forth the requirements for creating and maintaining attorney trust accounts.

MLRPC 8.4(c) states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation. When an attorney misappropriates client funds, the attorney violates MLRPC 8.4(c). *Attorney Grievance Comm'n v. Kremer*, 404 Md. 282, 298 (2008). Gage-Cohen also violated Maryland Rule 16-609(a) and BOP §10-306 by failing to deposit client funds in an attorney trust account and using trust money for any purpose other than the purpose for which the trust money is entrusted to the lawyer. *Attorney Grievance Comm'n v. Goff*, 399 Md. 1, 30 554

(2007). By failing to cooperate with Bar Counsel, Gage-Cohen violated MLRPC 8.1(b). *Attorney Grievance Comm'n v. Gray*, 436 Md. 513, 521 (2014).

The appropriate sanction for Gage-Cohen's misconduct was disbarment, and an order for her immediate disbarment was accordingly entered.

**COMMENTARY:** Attorneys have been disbarred in cases involving flagrant neglect of client affairs, including failure to communicate with clients or respond to inquiries from Bar Counsel. See *Attorney Grievance Comm'n v. Lara*, 418 Md. 355, 365 (2011). As discussed, Gage-Cohen committed multiple violations, and her egregious behavior was exacerbated by her complete failure to respond to Bar Counsel's investigation. Gage-Cohen offered no mitigating evidence. Under these circumstances, disbarment was the appropriate sanction.

## PRACTICE TIPS:

**For purposes of the Maryland Lawyers' Rule of Professional Conduct prohibiting a lawyer from charging an unreasonable fee, it is irrelevant that an attorney's fee is "initially reasonable" if the attorney fails to perform any of the services for which the attorney was paid.**

## Professional Responsibility

### Reciprocal action

**BOTTOM LINE:** Although the Supreme Court of Pennsylvania imposed only a public censure on an attorney for failing to represent competently his client, intentionally misrepresenting facts and law to a tribunal, making frivolous contentions and interfering with the administration of justice, his conduct warranted substantially different discipline in Maryland, and the Court of Appeals imposed an indefinite suspension with a right to apply for reinstatement no sooner than six months.

**CASE:** *Attorney Grievance Commission v. Litman*, Misc. Docket AG No. 81, Sept. Term, 2013 (filed Oct. 21, 2014) (Judges Barbera, HARRELL, Battaglia, Greene, Adkins, McDonald & Watts). RecordFax No. 14-1021-20, 22 pages.

**FACTS:** Donald Litman was admitted to the Maryland Bar in January 1985 and to the Pennsylvania Bar in 1989. Litman became involved in the representation of Hanoverian, Inc., a Delaware corporation, which submitted the winning bid for a Pennsylvania landfill sold at auction pursuant to a U.S. Bankruptcy Court order. Hanoverian received a quitclaim deed from the Bankruptcy Trustee on April 9, 2004.

Between April 2004 and April 2006, Hanoverian and the Department of Environmental Protection ("DEP") were in communication about its assumption of operations at the landfill. Hanoverian's President and CEO, Donald Metzger, and its general counsel, Craig Edwards, met with DEP representatives about the landfill's status. In June 2006, Litman joined Edwards in forming a law firm, Edwards & Litman, whose sole clients were entities in Donald Metzger's group of companies, including Hanoverian.

Edwards was the firm's managing partner. He continued to act as general counsel to Hanoverian and Metzger's other companies. After commencing representation of Hanoverian, Litman filed a notice of appeal with the Pennsylvania Environmental Hearing Board on behalf of "Hanoverian, Inc. d/b/a

Quaker Alloy," challenging the DEP's revocation of the solid waste permit. Subsequently, the DEP declared forfeit the bond for the operation of the landfill, submitted by Quaker Alloy prior to its bankruptcy, and commenced an action to collect the bond.

Litman responded with a second administrative appeal contesting the bond forfeiture. The DEP issued an Administrative Order charging Hanoverian and Metzger with various past and ongoing violations. Hanoverian filed a third appeal with the Environmental Hearing Board in January 2007, alleging that the DEP's actions were unlawful under federal bankruptcy law.

In April 2007, Litman filed a Notice of Removal, on behalf of Hanoverian, Metzger, and Quaker Alloy, with the U.S. District Court for the Middle District of Pennsylvania, seeking to remove the consolidated administrative proceedings from the Environmental Hearing Board to the District Court. The District Court granted the DEP's request to remand the case to the Environmental Hearing Board. In addition, the DEP requested sanctions and attorney's fees against Litman and the parties named in the Notice of Removal.

Hanoverian was required to file its Notice of Removal with the District Court within 30 days of the last Notice of Appeal filed with the Environmental Hearing Board, but Litman did not file the Notice of Removal until 91 days after the relevant Notice of Appeal. While Litman claimed that the delay had been due to the DEP's failure to comply with discovery, the District Court found that in fact it had been Hanoverian that failed to comply with discovery. Litman counter-attacked, accusing the DEP of corruption, mismanagement, and extortion. The District Court found no evidence to support those assertions, and the Chief Judge sanctioned Litman and his law firm, Edwards & Litman, for their representation in the matter. Litman and his firm were ordered to pay \$5,555 in attorneys' fees to the DEP.

Hanoverian's outstanding appeals before the Environmental Hearing Board were mooted eventually by Hanoverian's re-sale of the landfill. In October 2010, the Pennsylvania Office of Disciplinary Counsel filed a Petition for Discipline against Litman, alleging professional misconduct for pursuing frivolous and unwarranted legal remedies, engaging in a pattern of deliberate misrepresentation, and failing to represent competently his client, Hanoverian, in the federal litigation and administrative proceedings concerning the landfill permit. The Disciplinary Board of the Supreme Court of Pennsylvania found that Litman violated Rules 1.1, 3.3(a)(3), and 8.4(c) and (d) of the Pennsylvania Rules of Professional Conduct. The Board recommended that Litman be subject to a Public Censure before the Supreme Court of Pennsylvania. The Pennsylvania Supreme Court censured Litman before the Court on in November 2012.

In December 2013, pursuant to Maryland Rules 16-751 and 16-773, the Attorney Grievance Commission of Maryland, through Bar Counsel, filed a Petition for Disciplinary or Remedial Action against Litman based on his misconduct in Pennsylvania. Bar Counsel argued that Litman's misconduct warranted disbarment in Maryland. The Court of Appeals issued an order indefinitely suspending Litman from the practice of law in Maryland, with the right to reapply no sooner than six months.

**LAW:** The Attorney Grievance Commission of Maryland, through Bar Counsel, contended that Litman should be disbarred in Maryland for violating Rules 1.1 (competency), 1.16(a)(1) (improper withdrawal from representation of a

client), 3.1 (bringing or defending a frivolous proceeding), Rule 3.3(a)(3) (knowingly offering false evidence), and Rule 8.4(c) and (d) (dishonesty, fraud, deceit, or misrepresentation). Litman contended that the consequences of the Pennsylvania public censure were sanction enough for his misconduct.

While the Court of Appeals is prone to imposing a corresponding sanction to that levied by the originating jurisdiction, it will still assess the propriety of the other jurisdiction's sanction. *Atty. Griev. Comm'n v. Whitehead*, 390 Md. 663, 668-69 (2006). When case law indicates that Maryland would apply a different sanction had the misconduct occurred in Maryland, the Court need not issue corresponding discipline, even if such exists under Maryland's sanctions hierarchy. *Atty. Griev. Comm'n v. Kourtesis*, 437 Md. 436, 447 (2014). Consistent sanctions against Maryland-licensed attorneys for like misconduct promotes general and specific deterrence by indicating the standards members of the bar must adhere to and the consequences for failing to do so. See *id.*

The facts of the present case were undisputed. Litman misrepresented intentionally facts and the law to both judicial and administrative tribunals, demonstrated a lack of diligent research, failed to represent competently his client, and employed frivolous arguments and filings in an effort to interfere with the administration of justice. In so doing, Litman violated MLRPC 1.1, 3.3(a), and 8.4(c) and (d). Even if, as Litman claimed, his representation of Hanoverian was an aberration in an otherwise competent and ethical legal career to that point, he engaged in the same course of conduct twice in his representation of Hanoverian: once before the federal court and again before the Pennsylvania Environmental Hearing Board. Further, Litman was made aware of the error of his way by the DEP, but took no measures to remedy the situation. He either made deliberately the misrepresentations at issue or blinded himself willfully to the falsity of his contentions.

Litman's assertion that he relied on information supplied by his client and law firm partner did not reduce his culpability. He had been a member of the Bar for over 25 years at the time of the misconduct in question. His experience made even more troubling his failure to verify the so-called factual statements and legal arguments upon which he relied, especially after the DEP notified him of their lack of basis. Significant experience in the practice of law is an aggravating factor in these circumstances. *Atty. Griev. Comm'n v. Coppola*, 419 Md. 370, 407 (2011).

While the sanction for dishonest conduct is generally disbarment, disbarment is not always the appropriate sanction when there is misrepresentation involved, especially when misappropriation of money is not involved. *Attorney Grievance Commission v. Sperling*, 432 Md. 471, 497 (2013). Like the attorney in *Sperling*, Litman misrepresented facts to tribunals in an attempt to further his client's goals and failed to represent competently his client. In addition, Litman advanced frivolous and unfounded legal arguments.

On the mitigation ledger, Litman showed remorse over his actions and acknowledged the seriousness of his misconduct, unlike the attorney in *Sperling*. However, this mitigation was balanced against Litman's greater experience and the fact that he continued to advance the same faulty claims after he was sanctioned by the District Court for making them. Litman's misconduct, had it occurred in Maryland, warranted indefinite suspension.

Accordingly, the Court of Appeals is-

sued an order for Litman's indefinite suspension from the practice of law in Maryland, with the right to apply for reinstatement in Maryland no sooner than six months from the effective date of his suspension.

**COMMENTARY:** Disbarment for misleading intentionally a tribunal may be the correct sanction in many situations. In some cases, however, as here, an indefinite suspension is more appropriate. Even a finite suspension may be appropriate in other cases. See, e.g., *Atty. Griev. Comm'n v. Gordon*, 413 Md. 46, 64 (2010). Although an indefinite suspension with no minimum "sit-out time" may be considered less onerous because the suspended attorney may re-apply immediately, providing some insight as to when an application for reinstatement will be considered by the Court of Appeals may prevent multiple frustrating attempts. *Atty. Griev. Comm'n v. Sweitzer*, 395 Md. 586, 606-7 (2006). When a minimum duration is set before an application for reinstatement might be considered, after imposing an indefinite suspension resulting from violations of MLRPC 8.4(c), typically at least six months is required. See, e.g., *Atty. Griev. Comm'n v. Robatton*, 411 Md. 415, 431 (2009).

## PRACTICE TIPS:

**In reciprocal discipline cases in Maryland, the factual findings of the originating jurisdiction are treated ordinarily as conclusive evidence of an attorney's misconduct. This rule does not necessarily preclude the Court of Appeals from considering other evidence provided by the parties, but the Court will not relitigate factual matters or a final adjudication by another appropriate tribunal in a disciplinary proceeding.**

## Maryland Court of Special Appeals



## Constitutional Law

### Extradition

**BOTTOM LINE:** Minor clerical errors in documents supporting an extradition order issued against defendant were not sufficient to show that the documents were not, on their face, in order, and therefore did not invalidate the extradition order.

**CASE:** *Burton v. Mumford*, No. 2100, Sept. Term, 2013 (filed Oct. 7, 2014) (Judges Berger, Arthur & KENNEY (Retired, Specially Assigned)). Record-Fax No. 14-1007-01, 37 pages.

**FACTS:** On June 15, 2012, the Worcester County, Maryland, police found in a wooded area near the Delaware-Maryland border the body, later identified as Nicole Bennett, a missing Delaware resident. Through investigation, Maryland authorities came to believe that the defendant, Matthew Burton, was

responsible for Bennett's death and charged him with first- and second-degree murder. Because Burton was a resident of Delaware, Maryland Governor Martin O'Malley submitted an application for requisition to Delaware Governor Jack Markell, who, in turn, issued a Governor's Warrant of Rendition for Burton.

Delaware authorities apprehended Burton in Delaware on August 6, 2012. After failing to obtain habeas corpus relief in Delaware, Burton was transported to Worcester County. A Maryland grand jury indicted Burton on crimes related to Bennett's death including murder, rape, and kidnapping. The State of Maryland notified Burton that it would be seeking the death penalty, but, when Maryland repealed the death penalty in 2013, that notice was withdrawn.

On May 31, 2013, the State's Attorney for Worcester County wrote Burton's counsel stating that the Delaware Department of Justice intended to initiate a capital prosecution against Burton, and that any prosecution by Delaware would supersede the current criminal case in the State of Maryland. The letter further stated that the criminal matter could be concluded in the State of Maryland if Burton agreed to certain conditions, including: (1) as to Count One, First Degree Murder, a life sentence without the possibility of parole at to; (2) as to Count Three, First Degree Rape, a life sentence without the possibility of parole, consecutive to Count One and consecutive to any other sentence previously imposed upon Burton in Worcester County or in any other jurisdiction. The letter noted that the State of Delaware is a capital eligible case.

Burton rejected the plea offer. On August 12, 2013, the State nol prossed all pending charges in Maryland. A week later, a Delaware grand jury indicted Burton on two counts of first-degree murder and one count of first-degree rape related to Bennett's death. On September 25, 2013, Governor Markell submitted an application for requisition to Governor O'Malley. Governor O'Malley signed a Governor's Warrant of Rendition for Burton on October 28, 2013.

As authorized by Maryland Code (2001, 2008 Repl. Vol.), §9-110 of the Criminal Procedure Article ("C.P."), Burton filed a Writ of Habeas Corpus challenging his extradition. The circuit court denied the writ, but, at Burton's request, later ordered a stay of his extradition pending his timely appeal to the Court of Appeals. The Court of Appeals affirmed the judgment of the circuit court.

**LAW:** Burton argued that the circuit court erred in denying his Writ of Habeas Corpus because it incorrectly applied the requirements of *Michigan v. Doran*, 439 U.S. 282 (1978). Maryland's extradition law is now codified in C.P. §§9-101-9-128. While extradition is essentially an executive process, the judiciary does have a limited role when considering Writs of Habeas Corpus arising from extradition proceedings. Once the governor has granted extradition, a court considering release on habeas corpus can do no more than decide whether: (a) the extradition documents on their face are in order; (b) whether the petitioner has been charged with a crime in the demanding state; (c) whether the petitioner is the person named in the request for extradition; and (d) whether the petitioner is a fugitive. *Doran*, 439 U.S. at 287.

Modern interstate extradition proceedings arise out of the Extradition Clause of the United States Constitution. U.S. Const. art. IV §2, cl.2. A court begins its inquiry with the presumption

that once a governor has granted extradition, there is prima facie evidence that constitutional and statutory requirements have been met. *Doran*, 439 U.S. at 289. The Governor's issuance of a Warrant of Rendition likewise raises the presumption that the accused is the fugitive wanted and the warrant is sufficient to justify his arrest, detention, and delivery to the demanding state. *Solomon v. Warden, Baltimore City Jail*, 256 Md. 297, 300-01 (1969).

There is a presumption that when the Governor grants extradition, the Governor's Warrant of Rendition and all documents accompanying the original demand are in order. *Roscoe v. Warden, Baltimore City Jail*, 23 Md. App. 516, 521-22 (1974). To rebut the presumptions that the constitutional and statutory requirements have been met, and receive habeas corpus relief, the accused must prove beyond a reasonable doubt either that he was not present in the demanding state at the time of the alleged offense or that he was not the person named in the warrant. *Solomon*, 256 Md. at 300-01. This requires "overwhelming evidence," not mere contradictory evidence. *Id.* at 301.

Burton contended that, on their face, Delaware's extradition documents were not in order because they incorrectly stated that: (1) he was in Wicomico County rather than Worcester County; (2) no former application for requisition for him growing out of the same transaction was made; and (3) no delay occurred in the prosecution of said crimes once he was located. He argued that these errors were not "typos" or "minor irregularities," and, therefore, were sufficient to find the extradition documents were not on their face in order. While Maryland appellate courts had not yet addressed whether "typos" or "minor irregularities" of a clerical nature can invalidate extradition documents, several sister states have concluded that such minor errors do not invalidate extradition documents. See, e.g., *State v. McKenzie*, 179 W.Va. 300, 301 (1988). Careful consideration must be given to a claim that a minor typographical or clerical error is sufficient to invalidate extradition documents.

The record revealed that only two documents referenced Wicomico County as Burton's residence: the sworn statement by the Delaware Deputy Attorney General and the Deputy Attorney General's representations in the annexed application for requisition. All the other documents accompanying Delaware's application for requisition indicated that he was located in Worcester County. The assertive language in the Extradition Coordinator's letter to the Worcester County Sheriff further supported the circuit court's finding that all parties concerned knew that the documents meant Worcester, and the error was equivalent to a typo. Burton did not meet his burden to prove beyond a reasonable doubt that the extradition documents were not on their face in order, because the errors in the documents were minor typographical or clerical errors that did not destroy the validity of the documents.

Burton also asserted that, because Maryland itself had filed an application for requisition to extradite Burton from Delaware, its authorities had actual knowledge that there had been a former application for a requisition for him growing out of the same transaction, and yet, despite this knowledge, Maryland did not reject the Delaware Deputy Attorney General's statement that no former application for requisition for Burton growing out of the same transaction had been made. However, Delaware's extradition docu-

ments were only certifying that Delaware had not submitted an application for requisition of Burton. The plain language of C.P. §9-103 does not require a certification "that no former application for a requisition for said fugitive, growing out of the same transaction has been made." Moreover, even assuming that such a certification was required, it would be illogical to require a state to certify what another state may have done.

Burton also contended that, given that documents' incorrect statement that Burton was in Wicomico County rather than Worcester, the circuit court erred in finding that Delaware's application sufficiently identified him as the person named in the application for requisition. Again, Burton's Wicomico County claim was nothing more than a clerical error that did not negate the sufficiency of the extradition documents identifying him as the accused. See *Fullerton v. McCord*, 339 Ark. 45, (1999). And, while Burton challenged the circuit court's finding of a proper identification based on the failure to compare Burton's "live" fingerprints to the fingerprint card in the Delaware Attorney General's Identification Report, the State was not required to conduct a "live fingerprint examination," and its failure to do so did not satisfy Burton's burden to prove beyond a reasonable doubt that he is not the accused.

Burton asserted that he was not a "fugitive from justice" because he left Delaware involuntarily as a result of the Maryland extradition proceeding. Generally, however, where one commits an offense in the demanding state and thereafter goes or is taken into another or asylum state, his motives in leaving or the reasons why he has left the demanding state are immaterial. *Woody v. State*, 215 Kan. 353, 363 (1974). Thus, the fact that Burton came from Delaware to Maryland involuntarily as a result of the prior extradition proceeding initiated by Maryland did not now preclude his extradition back to Delaware.

For these reasons, Burton failed to meet the requisite burden of proof, and the judgment of the circuit court was accordingly affirmed.

**COMMENTARY:** Burton additionally argued that the circuit court erred by dismissing his Constitutional and Maryland Declaration of Rights claims. Delaware was the appropriate forum to consider Burton's 6th Amendment claim. Burton asserted that his rights under the 8th Amendment, Article 16, and Article 25 were violated because the death penalty is a cruel and unusual punishment. However, his challenge was a challenge to Delaware's death penalty law, and was not for the Maryland Court to consider.

At the heart of Burton's due process violation claims under the 5th Amendment, 14th Amendment, and Article 24 of the Maryland Declaration of Rights was his contention that the State of Maryland attempted to force him to forfeit his right to be tried and enter into a plea agreement whereby he would be sentenced to two life without parole sentences by threatening to have Delaware prosecute him and seek the death penalty, a penalty not available in Maryland, should he refuse. According to Burton, these actions demonstrated prosecutorial vindictiveness and constituted a violation of his due process rights. However, on the record, the Maryland prosecutor's actions did not demonstrate actual vindictiveness and did not violate Burton's due process rights. *Bordenkircher v. Hayes*, 434 U.S. 357, 363 (1978). As such, Burton's constitutional claims were without merit.

**PRACTICE TIPS:**

**The Extradition Clause was intended to enable each state to bring offenders to trial as swiftly as possible in the state where the alleged offense was committed, and to preclude any state from becoming a sanctuary for fugitives from justice of another state.**

**Consumer Protection****Garageman's lien**

**BOTTOM LINE:** Under the Consumer Law Article, a motor vehicle lien is based solely on charges incurred for repair or rebuilding, storage, or tires or other parts or accessories and does not encompass "cost of process" fees; therefore, the defendants' act of including "processing fees" in the amount the customer was required to pay to redeem his vehicle violated the Maryland Consumer Debt Collection Act.

**CASE:** *Allstate Lien & Recovery Corporation v. Stansbury*, No. 1025, Sept. Term, 2013 (filed Oct. 7, 2014) (Judges Zarnoch, GRAEFF & Hotten). RecordFax No. 14-1007-02, 18 pages.

**FACTS:** Cedric Stansbury filed suit in the circuit court against Allstate Lien & Recovery Corporation, Russel Auto Imports, LLC, and Jeremy Martin. He alleged that the defendants violated Maryland's Consumer Protection Act ("MCPA"), Md. Code (2013) §13-301, et. seq. of the Commercial Law Article ("CL"), and Consumer Debt Collection Act ("MCDCA"), CL §14-201, et. seq., by, among other things, including a "processing fee" of \$1,000 as part of the amount of the lien that Stansbury was required to pay to redeem his vehicle. This type of lien, known as a "garageman's lien," is a lien created on a motor vehicle on behalf of someone who conducted work on a vehicle but was not paid for the service by the owner of the vehicle.

Stansbury brought his vehicle to Russel's service department because the vehicle's engine had stopped running, and while it was stopped, it was hit by another vehicle. Martin, manager of Russel's car repair facility, testified that, in April 2011, he met with Stansbury, who signed a repair authorization form. Russel subsequently repaired Stansbury's vehicle. On May 9, 2011, someone left a message for Stansbury that the repairs were done. On May 16, 2011, Martin spoke with Stansbury and informed him that the repair work was complete.

On May 17, 2011, Martin spoke with Stansbury again about picking up the car, and he advised that the total amount owed was \$6,330. Stansbury requested a payment plan, but he was informed that the repair bill had to be paid in full. On May 21, 2011, Martin left a message for Stansbury informing him of the "deadline with the lien," meaning the date that Martin would start the lien process if Stansbury did not pick up his vehicle. On June 2, 2011, 15 days after Stansbury was made aware of the payment due to Russel, Martin met with Allstate to begin the process of selling Stansbury's vehicle.

Martin, the representative of Russel, the lien holder, and Allstate executed a "Notice of Sale of Motor Vehicle to Satisfy a Lien." The Lien Notice sent to Stansbury provided that Allstate, on behalf of Russel, would sell Stansbury's vehicle at public auction to satisfy Russel's lien, unless Stansbury paid repair

charges in the amount of \$6,630, and "Costs of Said Process," in the amount of \$1,000, for a total of \$7,630. The Lien Notice provided that, unless Stansbury paid that amount in full within ten days of the Lien Notice, Allstate would sell the vehicle on June 23, 2011.

Martin agreed that the repair charges in the Lien Notice were \$300 more than the total amount owed for repairs, but he stated that Allstate suggested that they include the additional amount for storage charges. Martin agreed that Stansbury did not consent in writing to storage charges for the vehicle, and the repair authorization form did not mention storage fees. The additional \$1,000 was not related to repair or storage. Martin testified at his deposition that, once the documents were signed on June 2, 2011, he would not have allowed Stansbury to get his car back unless he paid \$7,630, but at trial, he stated that he would have referred any questions pertaining to the car to Allstate.

On June 23, 2011, Stansbury's vehicle was sold at auction for \$7,730. Martin denied that the signature on the bill of sale submitted to the MVA was his, suggesting that the signature was forged. At the close of the evidence, the defendants moved for judgment. The court ultimately ruled that the garageman's lien statutes do not permit "front-loading" of processing fees. Accordingly, the court granted Stansbury's motion for partial summary judgment.

The court instructed the jury that, as a matter of law, the \$1,000 processing fee was not an appropriate part of the lien and should not have been added to the lien in advance. The court then instructed the jury regarding the nature of unfair or deceptive trade practices. The jury found that the defendants violated the MCPA and the MCDCA, and it awarded Stansbury damages in the amount of \$16,500, plus attorney's fees.

The defendants appealed to the Court of Special Appeals, which affirmed the judgment of the circuit court.

**LAW:** The defendants argued that the circuit court erred in finding that a processing fee is not part of a garageman's lien and cannot be included in the amount necessary to redeem the vehicle. They contended that the circuit court erred in its interpretation of CL §16-202, the garageman's lien statute.

CL §16-202 provides, in pertinent part, that any person who, with the consent of the owner, has custody of a motor vehicle and who, at the request of the owner, provides a service to or materials for the motor vehicle, has a lien on the motor vehicle for any charge incurred for any repair or rebuilding, storage, or tires or other parts or accessories.

The plain language of CL §16-202 is clear and unambiguous. A person who provides a service to, or materials for, a vehicle has a "motor vehicle lien" only for those charges incurred for repair or rebuilding, storage, or tires or other parts or accessories. A processing fee is not included as a part of the lien. A review of the statutory scheme as a whole did not, as the defendants argued, suggest a different conclusion. Although processing fees may be recovered if the vehicle is sold or if judicial proceedings are instituted, the statutory scheme does not suggest that processing fees constitute a part of the lien that may be included as a part of the amount the consumer must pay to redeem the vehicle.

The defendants pointed to CL §16-206, which provides that, if the owner of property subject to a lien disputes any part of the charge for which the lien is claimed, he may institute appro-

appropriate judicial proceedings. Pursuant to this statute, Stansbury could have filed suit disputing the propriety of including the \$1,000 processing fee as part of the lien. If Stansbury had sought repossession of the vehicle, he would have been required to post a corporate bond, conditioned on full payment of "all costs and expenses which result from the enforcement of the lien." Stansbury, however, did not choose to pursue these remedies, and there was no argument that he was required to do so. The availability of his option to file suit, and the defendants' right to recover costs if he chose to do so, did not support the defendants' argument that processing fees are part of the lien that must be paid to redeem the vehicle.

The defendants next pointed to CL §16-207, which provides that, if the charges which give rise to a lien are due and unpaid for 30 days and the lienor is in possession of the property subject to the lien, the lienor may sell the property to which the lien attaches at public sale. This statute allows costs of process to be recovered after a vehicle is sold. It did not, however, support the defendants' argument that costs of process are part of the lien required to be paid to redeem the vehicle prior to sale.

Thus, based on a review of Title 16 of the Consumer Law Article, and the plain language of CL §16-202(c), a motor vehicle lien is based solely on charges incurred for repair or rebuilding, storage, or tires or other parts or accessories. The lien does not encompass "cost of process" fees, and such fees should not be included in the amount the customer must pay to redeem the vehicle. The defendants' act of including the "processing fees" in the lien amount violated the MCDCA.

Accordingly, the judgment of the circuit court was affirmed.

**COMMENTARY:** The MCDCA provides that a debt collector may not claim, attempt, or threaten to enforce a right with knowledge that the right does not exist. The defendants argued that they did not, as a matter of law, violate the MCDCA because they had an absolute legal right to execute upon the lien and sell the vehicle because of the garageman's lien on the vehicle, even if a portion of the lien amount was disputed. In any event, they asserted that the MCDCA addresses the method of debt collection, as opposed to a challenge to the amount of the underlying debt.

Although the defendants were correct that they had the right to enforce the garageman's lien, the plain language of the statute makes clear that "costs of process" are not a part of the lien amount. In requiring Stansbury to pay the \$1,000 "costs of process" to redeem his vehicle, the defendants were attempting to enforce a right that did not exist. Because the defendants did not have a right to include processing fees in the lien, the jury could properly find that the defendants violated the MCDCA by including those costs in the amount of the lien that Stansbury was required to pay to redeem the vehicle. As such, the jury properly found that the defendants were liable for a violation of the MCDCA, as well as the MCPA. See CL §13-301.

**PRACTICE TIPS:**

**Unfair or deceptive trade practices include any false, falsely disparaging or misleading oral or written statement, visual description or other representation of any kind which has the capacity, tendency or an effect of deceiving or misleading consumers.**

**Criminal Procedure****Due process**

**BOTTOM LINE:** Where defendant was retried and again convicted of first-degree murder and robbery, as well as misdemeanor theft, the court did not violate his due process rights by applying a sentencing enhancement; the facts considered by the court, including those relating to defendant's disciplinary record while incarcerated, were unrelated to the guilty verdict and, therefore, the enhancement statute did not expose defendant to a sentence greater than the statutory maximum.

**CASE:** *Phillips v. State*, No. 1772, Sept. Term, 2013 (filed Oct. 7, 2014) (Judges Wright, HOTTEN & Alpert (Retired, Specially Assigned)). RecordFax No. 14-1007-05, 20 pages.

**FACTS:** On April 8, 2009, Charles Phillips was convicted in the circuit court of first degree murder, and robbery with a deadly weapon. The court sentenced him to life imprisonment with the possibility of parole for the murder and to a consecutive twenty year sentence for the armed robbery. Phillips appealed to the Court of Special Appeals.

During the pendency of his appeal, Phillips was incarcerated for several years in the North Branch Correctional Institute, where he received two disciplinary infractions for possessing weapons. On December 2, 2009, correctional officers searched Phillips's cell and located a weapon made from a piece of a cup inside of Phillips's trash can. On December 4, 2009, correctional officers discovered a second knife-like weapon hidden in Phillips's mattress.

Phillips received an internal administrative hearing where both hearing officers found Phillips guilty and imposed sanctions. The Court of Special Appeals affirmed his convictions in an unreported opinion. The Court of Appeals granted certiorari and, in *Phillips v. State*, 425 Md. 210 (2012), the Court reversed Phillips's convictions and remanded for a new trial.

In June of 2012, after Phillips's case was remanded for a new trial, he was transferred to Worcester County Jail. While there, following a verbal confrontation between several inmates, Phillips was strip-searched, and correctional officers discovered a concealed weapon. In June of 2013, Phillips was re-tried for first degree murder and the related robbery offenses. A jury found him guilty of murder, armed robbery and misdemeanor theft.

Prior to sentencing, the State filed a motion seeking an enhanced sentence pursuant to Maryland Code, (1974, Repl. Vol. 2013) §12-702(b) of the Courts and Judicial Proceedings Article. Section 12-702(b) states that if an appellate court remands a criminal case to a lower court in order that the lower court may pronounce the proper judgment or sentence, or conduct a new trial, and if there is a conviction following this new trial, the lower court may impose any sentence authorized by law to be imposed as punishment for the offense. Section 12-702(b) further states, however, that the lower court may not impose a sentence more severe than the sentence previously imposed for the offense unless: (1) the reasons for the increased sentence affirmatively appear; (2) the reasons are based upon additional objective information concerning identifiable conduct on the part of the defendant; and (3) the factual data upon which the increased sentence is based appears as part of the record.

Following oral arguments, the court granted the State's motion, which permitted the State to present evidence at



the sentencing hearing for an enhanced sentence. At sentencing, the State presented several witnesses who testified regarding Phillips's disciplinary violations, including correctional officers and administrative hearing officers. Following the hearing, the court sentenced Phillips to life without the possibility of parole and a consecutive 20-year sentence.

Phillips appealed to the Court of Special Appeals, which affirmed the judgments of the circuit court.

**LAW:** Phillips argued that, where he successfully overturned his conviction on appeal and was retried, the sentencing court erred in increasing his sentence on the first degree murder count from life with the possibility of parole after his first trial to life without the possibility of parole after the retrial. Phillips alleged that Cts. & Jud. Proc. §12-702(b) violated his due process rights under both the U.S. Constitution and the Maryland Declaration of Rights. He contended that the State must prove beyond a reasonable doubt any offenses which can be used to increase his sentence, and that the statute was void for vagueness.

The U.S. Supreme Court has consistently affirmed the importance of a jury determination of a defendant's guilt or innocence. See *Duncan v. Louisiana*, 391 U.S. 145, 155-56 (1968). Relying on *Apprendi v. New Jersey*, Phillips maintained that the right to a jury trial extends to any factual findings which increase a defendant's sentence. See *Apprendi v. New Jersey*, 530 U.S. 466, 477 (2000). However, while in the past there was very little distinction between an element of a felony and a sentencing factor, today, courts have accepted that the two are different and some determinations go not to a defendant's guilt or innocence, but simply to the length of his sentence. *Id.* at 484.

In determining whether a fact is an element or a sentencing factor, the relevant inquiry is one not of form, but of effect: does the required finding expose the defendant to a greater punishment than that authorized by the jury's guilty verdict. *Id.* at 494. Other than the fact of a prior conviction, any fact that increases the penalty for a crime beyond the prescribed statutory maximum must be submitted to a jury, and proved beyond a reasonable doubt. *Id.* at 490. The present case involved a determination as to whether Cts. & Jud. Proc. §12-702(b) permitted an increase in the statutory maximum of Phillips's sentence; if so, it was required that the conduct be established beyond a reasonable doubt.

A similar question was addressed in *Parker v. State*, 185 Md. App. 399 (2009). There, the defendant was convicted of witness retaliation, which had a maximum sentence of five years. *Id.* at 410. However, the statute permitted the court to enhance the sentence to a maximum of 20 years if the retaliation was committed in relation to a felony. *Id.* The circuit court found that the circumstances for the enhancement were present and sentenced him to 20 years. *Id.* at 411.

On appeal, the Court of Special Appeals noted that, for purposes of *Apprendi*, the statutory maximum was the maximum sentence a judge may impose solely on the basis of the facts reflected in the jury verdict or admitted by the defendant. *Id.* at 417. The Court held that, since the defendant's increased sentence resulted from the circumstances of the crime itself, due process necessitated that the facts establishing the enhancement be submitted to the jury and proven beyond a reasonable doubt. *Id.* at 421.

In the present case, at his first trial, Phillips was convicted of first degree premeditated murder and armed robbery

and sentenced to life with the possibility of parole and a consecutive 20-year sentence for the armed robbery conviction. The maximum sentence for first degree murder is life without the possibility of parole, and the maximum sentence for armed robbery is 20 years. See Crim. Law. §§2-201(b)(1) & 3-403(b). At his second trial, he was convicted of first degree premeditated murder, armed robbery, and misdemeanor theft. He was sentenced to life without the possibility of parole and a consecutive 20-year sentence for armed robbery.

As stated in *Parker*, the statutory maximum is the maximum sentence that can be imposed based on the facts reflected in the guilty verdict. *Parker*, 185 Md. App. at 417. Courts and Judicial Proceedings §12-702(b) permits a court to impose a more severe sentence than the sentence imposed at the first trial if there was some conduct on the part of the defendant that occurred after the first conviction. This conduct did not have any relation to the crime that *Parker* was tried for, and, thus, had no relation to his guilt or innocence. Therefore, the factual findings did not expose the defendant to a sentence greater than the statutory maximum.

Here, the consequence of Phillips's being found guilty of first degree murder was that the court could impose a sentence up to life without the possibility of parole. Courts and Judicial Proceedings §12-702(b) did not expose Phillips to a sentence greater than that. Accordingly, it did not expose him to a sentence greater than the statutory maximum. The facts the sentencing court considered, those relating to Phillips's disciplinary record while he was incarcerated, were unrelated to the guilty verdict. They had no role in establishing or disproving whether Phillips committed premeditated murder. As such, *Apprendi* was not applicable, and Phillips's due process rights were not violated. For that reason, the Court of Special Appeals did not reach Phillips's second due process argument asserting vagueness. See *Galloway v. State*, 365 Md. 599, 610 (2001).

Accordingly, the judgment of the circuit court was affirmed.

**COMMENTARY:** Phillips also maintained that even if the statute was not per se unconstitutional, it was unconstitutionally applied to the circumstances of his case. The statute was crafted in response to the U.S. Supreme Court's opinion in *North Carolina v. Pearce*, in which the defendants were convicted of crimes and received new trials after successfully appealing their convictions. *North Carolina v. Pearce*, 395 U.S. 711, 713-14 (1969). The *Pearce* Court concluded that whenever a judge imposes a more severe sentence upon a defendant after a new trial, the reasons for his doing so must affirmatively appear, and those reasons must be based upon objective information concerning identifiable conduct on the part of the defendant occurring after the time of the original sentencing proceeding. *Id.* at 726.

Facts appropriate to consider in increasing a sentence after a re-trial are those related to the defendant's life, health, habits, conduct, and mental and moral propensities" or facts included in a new presentencing report or the defendant's records while incarcerated since the first trial. *Id.* at 723. In *Pearce*, the Supreme Court acknowledged that any conduct, subsequent to the first conviction, which would permit the court to impose a sentence that fit the offender along with the crime, may be considered. *Id.* The Court even specifically noted that a defendant's prison record, may be one such consideration. *Id.* Taking into consideration the fact

that the General Assembly intended the statute to conform to the intent and requirements of *Pearce*, and that *Pearce* clearly enumerated that a correctional disciplinary record and a defendant's conduct while incarcerated are types of conduct that may be considered, the statute was not applied unconstitutionally.

## PRACTICE TIPS:

**There are only three grounds for appellate review of sentences recognized in Maryland: (1) whether the sentence constitutes cruel and unusual punishment or violates other constitutional requirements; (2) whether the sentencing judge was motivated by ill-will, prejudice or other impermissible considerations; and (3) whether the sentence was within statutory limits.**

## Criminal Procedure

### Search and seizure

**BOTTOM LINE:** A police officer had reasonable articulable suspicion to justify frisking the defendant, whom he had stopped for speeding, based on the officer's observations that defendant's pants pockets were bulging and that defendant remained strangely immobile, combined with a background check that revealed defendant was on probation for handgun possession and the fact that defendant reached toward his right front pants pocket when the officer attempted to compel him to exit the vehicle.

**CASE:** *Underwood v. State*, No. 673, Sept. Term, 2013 (filed Oct. 7, 2014) (Judges Eyler, D., Kehoe & Rodowsky (Retired, Specially Assigned)). Record-Fax No. 14-1007-04, 13 pages.

**FACTS:** On January 16, 2011, police officer Corporal Neil Crouch, stopped the 2002 Cadillac being driven by the defendant, Torian Underwood, who was traveling alone at a radar-detected 58 miles-per-hour in a 35 mile-per-hour zone. As the officer approached, Underwood was sitting in the car "like a statue," with his eyes fixed forward and his hands in his lap. Underwood apparently had ready for presentation in his left hand identifying information, consisting of his driver's license, auto registration, and what was intended to be a Motor Vehicle Administration change of address card. The third card was actually his employee assistance program number for work.

When Underwood attempted to hand Corporal Crouch the third card through the open driver's window, the third card fell inside the car between the driver's seat and door driver's window. When he was asked to retrieve the card, Underwood opened the door slightly, reached down quickly, grabbed the card, and handed it to Corporal Crouch. The opening of the door triggered the dome light, and Corporal Crouch realized that Underwood was wearing a jacket, the two front pockets of which were bulging out, as if packed with something.

Corporal Crouch advised Underwood that he had been traveling at 58 miles per hour. Underwood responded that he had been traveling downhill. Upon request, Underwood gave his address in Havre de Grace, Maryland, and advised that he had been living there for two years. Attempting to inject some humor into the situation, Corporal Crouch, inquired how long Underwood needed to get used to driving down a hill. Underwood made no reply.

During the conversation, Underwood remained sitting in the car, looking forward. The officer returned to his cruiser and ran a check on the tags and license, finding them to be clean. Because Underwood was making no motions or eye contact, and because of the bulges in his jacket, Corporal Crouch, using his cell phone, accessed Underwood's criminal history. He found that Underwood currently on probation for a possession of a handgun in a vehicle charge.

At that point, Corporal Crouch telephoned the K-9 unit for assistance. Corporal Cooper, with police dog responded. Corporal Cooper said that there should be no occupant in the car when the dog scanned it, and Corporal Crouch asked Underwood to step out of the Cadillac. Underwood said that he did not have to get out of the car for a traffic stop. Underwood never moved, but instead continued to look straight forward and sit with his hands in his lap. When Officer Crouch repeated his request, Underwood gave the same response, and did not move.

Corporal Cooper advised using force if necessary to remove Underwood from the vehicle. Corporal Crouch opened the driver's door and reached for Underwood's right hand, which was still in his lap. As Corporal Crouch reached for Underwood's right hand, Underwood started to move towards his right pocket. Corporal Crouch cuffed Underwood's right wrist and began to tug him out of the car. Underwood did not move until his entire upper body was out of the car.

Corporal Crouch fully handcuffed Underwood and frisked him. The bulges in the two pockets of his jacket proved to be gloves. Because of the right hand motion that Underwood had made, the officer patted down his right front pants pocket and could immediately tell that there was a handgun there. The gun was a loaded .25 caliber handgun with a 2.5 inch barrel. Underwood also had a retractable razor knife in the watch pocket. A search then produced a cigarette pack containing three baggies of crack cocaine in the front left pants pocket, as well as \$280 in cash. The initial traffic stop was made at 10:59 p.m., and Corporal Crouch radioed in to dispatch at 11:11 p.m. that a handgun had been recovered.

Underwood was charged in the circuit court with multiple offenses including speeding, possession of cocaine, and concealing a dangerous weapon. Underwood moved to suppress the evidence of the handgun and cocaine discovered during Corporal Crouch's pad-down search of Underwood. The court denied the motion, and a jury convicted Underwood of possession of cocaine, wearing, carrying or transporting a handgun in a vehicle and on his person, concealing a dangerous weapon, and speeding. He was sentenced to an aggregate term of seven years' incarceration, with all but three and one-half years suspended and four years' probation.

Underwood appealed to the Court of Special Appeals, which affirmed the judgment of the circuit court.

**LAW:** On appeal, Underwood argued that the trial court erred in determining that Corporal Crouch had a valid basis to perform a "pat-down" search of Underwood's person. It was clear that the traffic stop was lawful; Underwood challenged only the frisk. He contended that Corporal Crouch testified that his suspicion of a weapon was limited to the bulges in the jacket pocket. Relying on the holding in *Ransome v. State*, Underwood asserted that bulges alone do not give rise to a reasonable suspicion that a subject is armed. *Ransome v. State*, 373 Md. 99 (2003). Underwood

submitted that that *Ransome* holding controlled her because the *Ransome* Court also held that the officer's testimony limits the State's argument and appellate review to the particular ground specified by the officer, and that Corporal Crouch limited his ground of suspicion to the jacket bulges.

In *Ransome*, police officers saw Ransome and another man on the sidewalk of a deserted street in a high-crime neighborhood. Ransome had a large bulge in his left front pants pocket which indicated to one of the officers that Ransome might have a gun. Two additional factors were that the two men watched the unmarked police car drive by, and they acted nervous and avoided eye contact with the officers when the officers approached and identified themselves as police. *Id.* at 100. A stop-and-frisk revealed a bag of marijuana in Ransome's waistband, plastic baggies, and some cocaine. *Id.* at 100. The searching officer testified at the suppression hearing that based upon the bulge in Ransome's pants pocket, he intended to conduct a stop-and-frisk. *Id.* at 101. The Court held that the combination of the neighborhood, the bulge and Ransome's reactions did not amount to reasonable, articulable suspicion. *Id.* at 101.

In the instant case, however, Corporal Crouch did not limit the articulated bases of his suspicions to the bulging jacket pockets. Corporal Crouch did testify that he was concerned that Underwood was hiding illegal drugs or a weapon in his bulging pants pockets. However, Corporal Crouch devoted the greater part of his testimony to describing the extraordinary rigidity that Underwood maintained throughout the incident, which also led the officer to run the criminal background check, producing the prior probation for a gun offense, leading to the request for a K-9 search, the effort to remove Underwood from the car, and his reaching to his right front pants pocket. When Corporal Crouch was asked where he next frisked Underwood after finding the two gloves, the officer testified that he went to Underwood's right front pocket, because that was the motion that Underwood was making with his right hand.

In stop-and-frisk cases, the reviewing court must evaluate the reasonableness of a particular search or seizure in light of the particular circumstances. *Terry v. Ohio*, 392 U.S. 1, 21 (1968). Conduct that would seem innocent to an average layperson may properly be regarded as suspicious by a trained or experienced officer. *Ransome*, 373 Md. at 111. However, if the officer seeks to justify a 4th Amendment intrusion based on that conduct, the officer ordinarily must offer some explanation of why he or she regarded the conduct as suspicious. *Id.*

Here, Corporal Crouch's knowledge of Underwood's prior handgun offense was a significant factor tending to demonstrate reasonable suspicion. Further, the officer also relied on Underwood's unusual demeanor, and he fully explained on direct what he considered suspicious. A fair inference from Underwood's exaggerated immobility was that he was consciously avoiding any movement that might be claimed to be a furtive motion, knowing that, if he were frisked, he had a handgun and drugs on his person. In addition, when Corporal Crouch reached for Underwood's right hand, Underwood, perhaps instinctively, moved it to his right front pants pocket. Based on all of the circumstances, Corporal Crouch had reasonable articulable suspicion to frisk.

Accordingly, the judgment of the circuit court was affirmed.

**COMMENTARY:** Underwood alternatively

argued that the frisk should have stopped when no weapon was found in the jacket pockets. However, this assertion was simply a recycling of Underwood's primary, erroneous, argument, that the concern for officer safety was limited to the bulges in Underwood's jacket pockets. As such, this argument was without merit.

## PRACTICE TIPS:

**In stop-and-frisk cases, the inferences and conclusions drawn by experienced police officers are generally to be respected, but they should not be rubber-stamped. Where an officer does not explain, based on his experience, why a particular factor or circumstance was suspicious, the factor does not amount to reasonable, articulable suspicion sufficient to support a frisk.**

## State Government

### Maryland Public Information Act

**BOTTOM LINE:** In an action seeking production of police department's records of an investigation against an officer who left racially derogatory remarks on plaintiff's voicemail, the circuit court erred in granting summary judgment for the department under the Maryland Public Information Act's "personnel records" exemption, because the department failed to identify the documents withheld or provide detailed information about them, and the court never conducted an in camera review to determine if exemptions applied.

**CASE:** *Dashiell v. Maryland State Police Department*, No. 1078, Sept. Term, 2011 (filed Oct. 8, 2014) (Judges WOODWARD, Hotten & Sharer (Retired, Specially Assigned)). RecordFax No. 14-1008-02, 28 pages.

**FACTS:** On November 3, 2009, during the investigation of a case to which he was assigned, Sergeant John Maiello of the Maryland State Police ("MSP") made a telephone call to Teleta Dashiell, who was a potential witness. Unable to reach her, Sergeant Maiello left a voicemail message on Dashiell's telephone, asking her to call him back. Without realizing that he had not hung up the phone, Sergeant Maiello made racially disparaging remarks about Dashiell that were recorded on her voicemail system.

On November 5, 2009, Dashiell filed a complaint with the Maryland State Police ("MSP") against Sergeant Maiello, alleging that he had made racially derogatory remarks while leaving a message on her voicemail two days earlier. Following an internal affairs investigation, Dashiell was notified on February 17, 2010, that her allegations were "confirmed" and that "appropriate disciplinary action was taken against Sergeant Maiello and documented in his personnel file." On March 2, 2010, Dashiell, assisted by the American Civil Liberties Union of Maryland, filed a request for disclosure of records under the Maryland Public Information Act ("MPIA"), Md. Code (1984, 2009 Repl. Vol.), §§10-611 to -630 of the State Government Article ("SG"). In her MPIA request, Dashiell sought records of the investigation conducted by the MSP about the complaint lodged against Sergeant Maiello.

The MSP issued a blanket denial of Dashiell's request. The MSP stated four separate bases for its denial, namely, that the records were: (1) personnel records; (2) records for which disclo-

sure would violate the Law Enforcement Officers' Bill of Rights ("LEOBR"); (3) intra-agency memoranda and letters; and/or (4) investigatory records. After her MPIA request was denied by the MSP, Dashiell filed a declaratory judgment action in the circuit court. The MSP filed a motion to dismiss, or, in the alternative, a motion for summary judgment.

On June 24, 2011, following a motions hearing, the court granted summary judgment in favor of the MSP, ruling that all of the records sought by Dashiell were exempt from disclosure as "personnel records" under §10-616(i) of the MPIA. The circuit court did not analyze the MSP's other bases for denying Dashiell's request. Dashiell appealed to the Court of Special Appeals, which vacated the judgment of the circuit court.

**LAW:** On appeal, Dashiell argued that the trial court erred in granting summary judgment in favor of the MSP after finding that the documents sought by Dashiell under the MPIA were exempt from disclosure. As a public agency, the MSP had the burden of sustaining its decision to deny the inspection of a public record. See SG §10-623(b)(2)(i). Here, the public records at issue concerned an internal affairs investigation into Dashiell's allegations that Sergeant Maiello made racially insensitive and derogatory remarks to Dashiell in the voicemail left on Dashiell's phone. As discussed, the MSP issued a categorical, "blanket denial" of Dashiell's records request pertaining to the investigation of the incident involving Sergeant Maiello and Dashiell.

It was first necessary to determine whether Dashiell, as the complainant in the instant case, was a "person in interest" under the MPIA. As defined by SG §10-611(e)(1), a "person in interest" is a person or governmental unit that is the subject of a public record, or that person's designee. Because Dashiell was not the person who was investigated, she was not a person in interest under the Act. *Briscoe v. Mayor of Baltimore*, 100 Md. App. 124, 130 (1994).

The MSP argued that, because of the LEOBR, it was required to refuse inspection as "contrary to a State statute," pursuant to SG §10-615(2)(i), claiming that the LEOBR confirmed the public interest in protecting the confidentiality of the documents. However, the LEOBR does not govern whether documents from an internal investigation are subject to disclosure to third parties under the MPIA. See *Baltimore City Police Department v. State*, 158 Md. App. 274, 283 (2004). Considering that the MPIA should be interpreted to favor disclosure, disclosure would not be contrary to the LEOBR under SG §10-615(2)(i).

Dashiell argued that the trial court erred by allowing the MSP to withhold the documents as "personnel records" under SG §10-616(i). Dashiell also contended that the documents should have been analyzed as "investigatory files," pursuant to SG §10-618(f) and "intra-agency memoranda" under SG §10-618(b). The Court of Appeals has stated that because internal affairs records involving individual officers related to employee discipline, the records were indeed "personnel records" exempt from disclosure pursuant to §10-616(i). *Montgomery Cnty. v. Shropshire*, 420 Md. 362, 381 (2011). At first blush, the holding *Shropshire* might appear to support the circuit court's finding that the documents in question were "personnel records."

However, subsequent to the *Shropshire* decision, the Court of Appeals held that certain records requested by the NAACP from the MSP regarding the MSP's compliance with a federal consent order that designed to prevent

racial profiling did not constitute "personnel records of an individual" within the meaning of SG §10-616(i). *Md. Dep't of State Police v. Md. State Conference of NAACP Branches*, 190 Md. App. 359, 375 (2010), *aff'd on other grounds*, 430 Md. 179 (2013). The Court reasoned that racial profiling complaints against Maryland State Troopers did not involve private matters concerning intimate details of the trooper's private life but, rather, involved events occurring while the trooper is on duty and engaged in public service. *Id.* at 368. As such, these files concerned public actions by agents of the State concerning affairs of government, which were exactly the types of material the Act was designed to allow the public to see. *Id.* at 368.

The Court of Appeals affirmed the circuit court's order mandating disclosure of the documents, on the basis that, after the names of State Police troopers, the names of complainants, and all identifying information were redacted, the records did not fall within the statutory language of "records of an individual." *NAACP Branches*, 430 Md. at 195. In other words, the redactions removed the records from the definition of "personnel records" under SG §10-616(i), and thus made them subject to disclosure. In addition, the *NAACP Branches* Court held that, even if the records remained "personnel records" after the redactions, the custodian must disclose such records if they are "reasonably severable" *Id.*

Under *NAACP Branches*, the trial court was required to determine whether the documents requested by Dashiell were exempt from disclosure under any provision of the MPIA asserted by the MSP. See *NAACP Branches*, 430 Md. at 194-96. Here, the trial court ruled that all of the requested documents were exempt from disclosure as "personnel records" under SG §10-616(i). The trial court did not decide whether the requested documents were exempt from disclosure under the Act as "records of investigations conducted by a police department" or "intra-agency memoranda." In its ruling, however, the circuit court did not require the MSP to create an index of the withheld documents and did not review any of such documents in camera.

In its motion to dismiss, or in the alternative, for summary judgment, the MSP failed to identify the documents that it withheld from disclosure, nor did the MSP provide any detailed information about each such document. Without having detailed information about each document withheld or conducting an in camera review of all such documents, the trial court could not properly determine the applicability of any exemption under the Act. See *Cranford v. Montgomery Cnty.*, 300 Md. 759, 779 (1984). In addition, the trial court failed to decide whether any portion of the requested documents that were exempt from disclosure were, nevertheless, severable and thus subject to disclosure. *Id.* at 195. As such, the trial court lacked a proper basis for denying Dashiell's request.

Accordingly, the judgment of the circuit court was vacated and the case remanded for further proceedings.

**COMMENTARY:** Given the state of the record, it was impossible to conduct a review of the legality or propriety of the MSP's refusal to disclose the requested documents in the investigative file created as a result of Dashiell's complaint. Without the identification of each withheld document, along with detailed information about it, Dashiell was not able to develop cogent arguments regarding whether a particular document is exempt or severable. Without such identification and detailed information, or an in camera review of the withheld

documents, the trial court did not have a sufficient factual basis to determine the applicability of an exemption to such documents, and if exempt, the severability of any portion thereof. Finally, the lack of identification and information about the withheld documents precluded the trial court from determining, as occurred in NAACP Branches, whether any redactions agreed to by Dashiell would remove a particular document from an exemption or would make such document severable from other exempt documents.

## PRACTICE TIPS:

**The Maryland Public Information Act reflects the legislative intent that citizens of the State of Maryland be accorded wide-ranging access to public information concerning the operation of their government. As such, the Act must be liberally construed in order to effectuate the Public Information Act's broad remedial purpose. While the presumption of public access does not apply in limited situations where an unwarranted invasion of the privacy of a person in interest would result, a public agency may not assert a generic "unwarranted invasion of privacy" exemption to disclosure; only the codified exemptions, where applicable, are a valid basis for withholding public records.**

## Zoning

### Planned unit developments

**BOTTOM LINE:** Circuit court correctly found that the developers were not required to obtain a county council resolution authorizing the amendment of their commercial planned unit development ("PUD") plan because the amendment materially conformed to the original plan, and, under the plain language of the PUD title at the time of the original PUD, no approval was required for a development plan that materially conformed to the originally approved concept plan.

**CASE:** *Tomlinson v. BKL York, LLC*, No. 1533, Sept. Term, 2013 (filed Oct. 7, 2014) (Judges Woodward, WRIGHT & Berger). RecordFax No. 14-1007-01, 20 pages.

**FACTS:** A vacant lot was located at 10111 York Road in Cockeysville, Maryland. At one point, this lot was zoned as "BR-IM" and was improved with a Shell Oil service station. "BR-IM" was a zoning designation used in Baltimore County, with "BR" designating a "Business, Major" zone and "IM" identifying an "Industrial, Major" use. In 1989, Shell Oil sought a special exception to its zoning designation to add a food mart to the service station. On October 16, 1989, the Zoning Commissioner for Baltimore County approved the special exception, allowing a food mart to be used with then-existing service station.

Almost two decades later, the lot was purchased, and the fuel service station was razed in 2008 so that the purchaser could install a car dealership. On March 12, 2007, the Zoning Commissioner terminated the special exception, provided that the change would not occur until the Department of Permits and Development Management issued a permit granting a change in use for the property. The lot was currently a part of Anderson Hunt Valley, an automotive dealership located on the Anderson GM Planned Unit De-

velopment ("GM PUD").

Originally, the GM PUD consisted of two separate PUDs. The first piece of the GM

PUD was approved in 2003, for the purpose of developing 10125 York Road into an automotive showroom and demonstration area for Hummer vehicles. The second piece of the GM PUD was originally approved for development of 10111 York Road as a Honda dealership. The lot that was the subject of the present appeal was located within the original Honda PUD.

After a downturn in the economy, Anderson Automotive sought to swap the locations of its GM dealership and Honda dealerships, and close its Hummer dealership. The planned changes included a new addition to the dealership's Hummer showroom, which would extend from the Hummer PUD into the Honda PUD. A portion of the Honda PUD would be reserved for "future development." The developers, BKL York I LLC, BKL York III LLC, Logwood LLC, Wawa Inc., and Monterey Improvement Association, submitted these changes as a "refinement," or a non-material amendment, to the Hummer PUD and Honda PUD.

The Director of Planning Development Management approved Anderson Automotive's request on May 22, 2009. Eric Rockel, President of the Greater Timonium Coordinating Council, appealed the Director's decision to the Baltimore County Board of Appeals, challenging whether the refinement should be classified as a material amendment (and thus, subject to the procedure for material amendments). People's Counsel for Baltimore County intervened in the dispute. The developers, Rockel, and People's Counsel then held informal discussions to resolve the dispute.

As a result of the discussions, the developers agreed to re-term the refinement as a material amendment. The parties also agreed that the developers would file a Petition for Special Hearing regarding the amendment of both the Hummer PUD and Honda PUD. As a part of the now-material amendment, the developers wanted to combine and consolidate the Hummer PUD and Honda PUD. In order to pass the amendment, a Development Plan Conference and a joint Zoning Commissioner's Hearing/Hearing Officer's Hearing was held pursuant to the Petition for Special Hearing. The order granting the consolidation of (and first amendment to) the Hummer PUD and Honda PUD was issued on January 29, 2010.

The developers sought a second amendment to the GM PUD to place a Wawa convenience store and gas station at 10111 York Road. The developers and various Baltimore County agencies held a Development Plan Conference on January 25, 2012, to discuss the proposed amendment. Rather than seek a Resolution to authorize the second amendment, the developers instead petitioned for a special hearing regarding the amendment, just as they did with the first amendment. The developers' failure to seek a Resolution authorizing the second amendment to the GM PUD formed the basis of the present dispute.

The developers first submitted this matter to the Office of Administrative Hearings for review. An administrative law judge found that the developers were not required to seek a Resolution to amend the GM PUD. The Board of Appeals affirmed the ALJ's opinion, agreeing that the developers did not need to obtain a new Resolution. The plaintiffs, Lisa Tomlinson and Douglas Miller, appealed to the Court of Special Appeals, which affirmed the judgment of the circuit court and the OAH's decision.

**LAW:** The outcome of this case depended upon which law governed material amendments to the GM PUD. Planned Unit Developments ("PUDs") are a legislative creation in response to changing patterns of land development and the demonstrated shortcomings of orthodox zoning regulations. *Rouse-Fairwood Dev. Ltd. P'ship v. Supervisor of Assessments for Prince George's*

*Cnty.*, 138 Md. App. 589, 624 (2001). The ALJ erroneously found that Baltimore County and its citizens should be estopped from insisting that a Resolution be obtained in the first instance. However, the ALJ correctly found, alternatively, that the PUD is a "development plan" that should be analyzed under the PUD regulations that are a part of the Baltimore County Code.

The Hummer PUD was approved pursuant to the local laws as changed by Bill 47-94, which created PUD-Cs as an "optional planned unit development process for commercial projects" and, at the time, was added to the County's Zoning Regulations at §440. As enacted under §440.5, changes to a use indicated in the submittal are allowed without amending the original plan if conditions of the approved PUD-C are met. The Honda PUD was approved pursuant to the procedure adopted by Bill 130-05, which revised and subsumed Bill 47-94.

The County Council passed Bill 5-10 on January 19, 2010. At §5, the Bill included that any PUD proposal for which the County Council passed a resolution, pursuant to §32-4-242, may proceed under the law and Master Plan recommendations in effect at the time the resolution was passed. On May 7, 2012, the County Council adopted Bill 42-12, §1 of which requires that an amendment to an approved PUD be submitted to the Director of Permits, Approvals, and Inspections, who shall determine whether the changes are material. If he determines that an amendment is material, and the Council does not disapprove his decision (as was the case here), the PUD will be processed pursuant to §32-4-245 of the County Code.

Maryland has consistently followed the rule that an appellate court is bound to decide a case according to existing laws, even though a judgment rightful when rendered by the court below should be reversed as a consequence. *McHale v. DCW Dutchship Island, LLC*, 415 Md. 145, 159, 161-62 (2010). However, where the change in the law during the pendency of the zoning or land use litigation works only a procedural change to the law, that law will not be construed as applying retrospectively to the case before the Court. *Id.* In the present case, the issue was to determine what procedure controlled a material amendment to a PUD.

The ALJ properly found that the PUDs in this case should be treated as a typical development plan and analyzed under the laws that govern the amendment to them. Both the Hummer PUD and Honda PUD were passed prior to the enactment of Bill 5-10 on January 19, 2010. Ordinarily, any applicable provisions of Bill 5-10 would be applied to the present proceedings. However, by stating that any PUD proposal for which the County Council passed a resolution prior to the effective date of this Act may proceed under the law and Master Plan recommendations in effect at the time the resolution was passed, the County Council clearly intended a different result. Because both PUDs were approved prior to the enactment of Bill 5-10, they were allowed to proceed under the law at the time they were approved.

It was Bill 130-05 that governed the Honda PUD portion of the GM PUD be-

cause the Honda PUD was approved on February 20, 2007, over a year after the effective date of Bill 130-05 on December 5, 2005. The County Council's intent, as reflected in §7 of Bill 130-05, provided that the County Council intended for this procedure to be the procedure for all concept plans accepted for filing after October 17, 2005. The Honda PUD was accepted well after and, thus, Bill 130-05 laid out the procedure that governed the Honda PUD and the present appeal.

Although Bill 130-05 failed to specifically adopt provisions for amendments to PUDs, it did adopt provisions for "Development Plan Review." Under Bill 130-05, a PUD was to be reviewed by the Department of Permits and Development Management pursuant to the newly enacted County Code Section 32-4-247, which at the time was part of the PUD title. As provided under paragraph (c), the department shall approve the development plan if it materially conforms to the concept plan as approved by the hearing officer, subject to any non-marital modifications the department may require. The ALJ correctly found that the second amendment of the plan should "be reviewed and approved in the same manner as the original plan."

Under the plain language of the PUD title at the time of the Honda PUD's approval, no approval was required for a development plan so long as it materially conformed to the concept plan that was originally approved. When the Honda PUD was approved, the special exception of 1989 for the Shell Oil station was still in place. That special exception allowed for a service station and a food mart at 10111 York Road. Thus, the second amendment materially conformed with the original Honda PUD concept plan because the land underlying the Honda PUD included a special exception to its zoning for the same use contemplated by and approved in the second amendment. The ALJ was correct in finding that because an administrative hearing was all that was required for the first amendment, it was all that was needed for the second amendment.

Accordingly, the judgment of the circuit court was affirmed.

**COMMENTARY:** The crux of the finding that the second amendment required only an administrative hearing rested on the initial approval of the Honda PUD's concept plan, which included the special exception for a service station and convenience mart. As the ALJ noted, the result would be otherwise if the property shown on the amended Development Plan had not been included within the boundaries of the original PUD resolution, which was not the case here. Because the second amendment (and related development plan) materially conformed to the approved Honda PUD concept plan, the department was able to approve the amendment without a resolution.

## PRACTICE TIPS:

**The planned unit development or "PUD" is a "floating" zone. This type of zoning category can be created by a petition of a property owner desiring to develop his specific tract for any special zoning purpose. Generally, it is a zoning technique that encompasses a variety of residential uses and ancillary commercial and industrial uses. PUDs make it possible to ensure against conflicts in the use of land while permitting a mix of use in a single district.**

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# PUBLIC NOTICES



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**Thursday, October 30, 2014**

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## Upcoming Property Auctions

**OCTOBER 30, 2014**

### Baltimore City

- 3621 E Fayette Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:30 a.m., Alex Cooper
- 3207 Mondawmin Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:32 a.m., Alex Cooper
- 6908 Old Harford Road, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:33 a.m., Alex Cooper

- 911 N Luzerne Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:34 a.m., Alex Cooper
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- 3535 Old York Road, at the Baltimore City Courthouse, 100 N. Calvert Street (Courthouse West) at 11:00 a.m., Harvey West
- 1029 Stamford Road, at the Baltimore City Courthouse, 100 N. Calvert Street (Courthouse West) at 11:00 a.m., Harvey West

**Continued on 3B**

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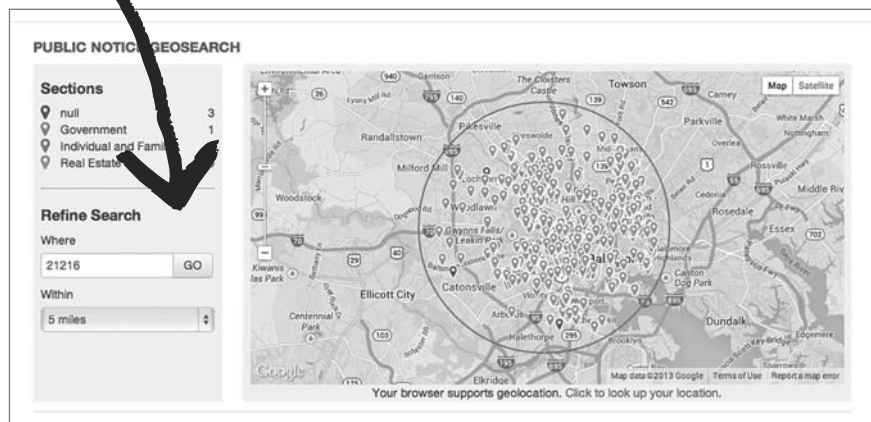
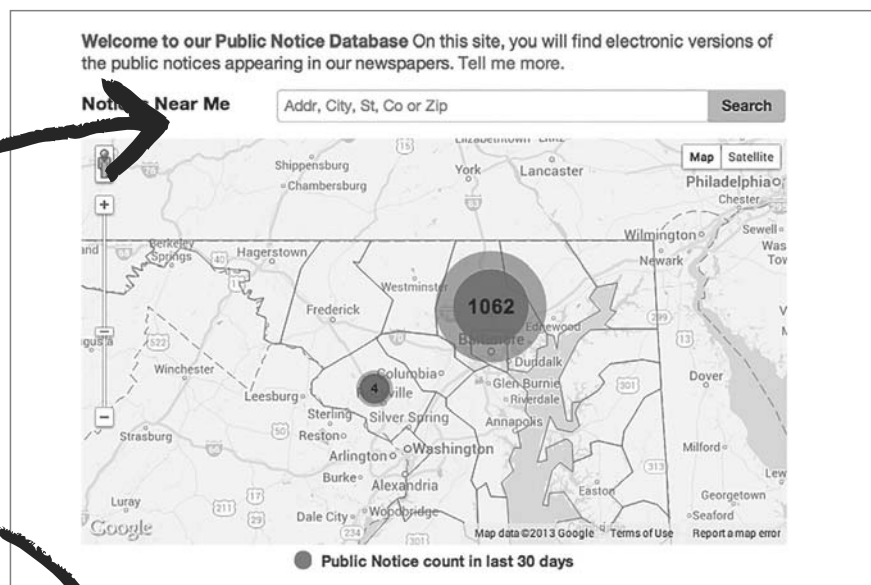
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## Upcoming Property Auctions

Continued from 1B

3713 N Rogers Avenue, at the Baltimore City Courthouse, 100 N. Calvert Street (Courthouse West) at 11:00 a.m., Harvey West

2212 Eastern Avenue, at the Baltimore City Courthouse, 100 N. Calvert Street (Courthouse West) at 11:00 a.m., Harvey West

5413 Hillen Road, at the Baltimore City Courthouse, 100 N. Calvert Street (Courthouse West) at 11:00 a.m., Harvey West

**Baltimore County**

804 Walker Avenue, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

906 Rosedale Avenue, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

7234 Early Golden Lane, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

2060 Jasmine Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

7123 Olivia Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

2112 Lodge Forest Drive, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

9405 Manor Forge Way, # 69, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

1132 Ingate Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

4 Ridgelawn Road, Unit B, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

4611 Ridgeway Avenue, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

3635 Eitemiller Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

15 Sunday Court, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

1900 Woodside Avenue, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

9824 Linden Hill Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

1426 Clairidge Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

4502 Fullerton Avenue, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 12:15 p.m., Harvey West

### OCTOBER 31, 2014

#### Baltimore City

3760 Dolfield Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:30 a.m., Alex Cooper

4570 Derby Manor Drive, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:31 a.m., Alex Cooper

2515 Orleans Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:32 a.m., Alex Cooper

400 Rosecroft Terrace, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:33 a.m., Alex Cooper

1005 N Central Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:34 a.m., Alex Cooper

1733 Abbotston Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:35 a.m., Alex Cooper

2718 Overland Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:36 a.m., Alex Cooper

2323 Essex Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 9:37 a.m., Alex Cooper

3607 Fairhaven Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:00 a.m., Alex Cooper

6212 Fair Oaks Avenue, at the Circuit Court for Baltimore City,

Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:01 a.m., Alex Cooper

6701 Park Heights Avenue, Apt 1A, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:02 a.m., Alex Cooper

4202 Bayonne Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:03 a.m., Alex Cooper

300 Evesham Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:04 a.m., Alex Cooper

5508 Knell Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:05 a.m., Alex Cooper

2718 Northshire Drive, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:06 a.m., Alex Cooper

1730 N Milton Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:07 a.m., Alex Cooper

1211 N Ellwood Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:09 a.m., Alex Cooper

4137 The Alameda, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:10 a.m., Alex Cooper

3624 Raymonn Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:11 a.m., Alex Cooper

4205 Lasalle Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:12 a.m., Alex Cooper

4112 Grace Court, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:14 a.m., Alex Cooper

2806 Baker Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:15 a.m., Alex Cooper

1111 Gittings Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:17 a.m., Alex Cooper

4425 Powell Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:18 a.m., Alex Cooper

1310 N Potomac Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 10:19 a.m., Alex Cooper

**Baltimore County**

4453 Scotia Road, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 10:30 a.m., Harvey West

9 Consett Court, Unit 8P, at the Courthouse for the City of Baltimore, 100 N. Calvert Street at 10:32 a.m., Harvey West

### NOVEMBER 4, 2014

#### Baltimore City

342 E 25th 1/2 Street, ETC, on the premises, at 11:00 a.m., A.J. Billig

### NOVEMBER 5, 2014

#### Baltimore City

5700 Birchwood Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:30 p.m., Alex Cooper

1338 Walker Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:31 p.m., Alex Cooper

3015 Beverly Road, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court

House Door, Calvert Street entrance, at 1:32 p.m., Alex Cooper

418 N Edgewood Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:33 p.m., Alex Cooper

2600 Queen Anne Road, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:35 p.m., Alex Cooper

2224 Eastern Avenue, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:36 p.m., Alex Cooper

505 S Durham Street, at the Circuit Court for Baltimore City, Clarence M. Mitchell Cout House, 100 N. Calvert Street, Court House Door, Calvert Street entrance, at 1:37 p.m., Alex Cooper

2607 Park Heights Terrace, At the Courthouse Door, (Courthouse West), 100 N. Calvert Street, (Calvert Street entrance) at 9:50 a.m., Tidewater

124 S Culver Street, At the Courthouse Door, (Courthouse West), 100 N. Calvert Street, (Calvert Street entrance) at 9:50 a.m., Tidewater

1106 Washington Boulevard, At the Courthouse Door, (Courthouse West), 100 N. Calvert Street, (Calvert Street entrance) at 9:50 a.m., Tidewater

2581 Edmondson Avenue, At the Courthouse Door, (Courthouse West), 100 N. Calvert Street, (Calvert Street entrance) at 9:50 a.m., Tidewater

## Court Proceedings

### CIRCUIT COURT FOR BALTIMORE CITY

#### Civil Assignments and Family Division

Frank M. Conaway, Clerk of Court  
 Vonetta Thomas, Manager Civil Division  
 Room 462, Courthouse East;  
 Phone: 410-333-3708  
 Paulette Soares, Manager Family Division  
 Phone: 410-333-3709

#### Judge Handy — Rm 523E

##### Friday, October 31, 2014

Cierra Tyson vs. 1700 Eutaw Place Limited Partnership, et al;  
 Lydia Burnett vs. Mars Supermarkets, Inc.

#### Judge Pierson — Rm 234E

##### Thursday, October 30, 2014

Sea Mist Homes, LLC vs. Thomas N. Black, Jr.; In the Matter of the Petition of Jamahl R. Higgs; Dominion Electric Supply Company, Incorporated vs. Maryland Proton Treatment; In the Matter of: Erika Davis

##### Friday, October 31, 2014

In the Matter of the Petition of Erika P. Bannerman; In the Matter of: Norman Whitby; In the Matter of: Steven Coleman

#### Judge Sfekas — Rm 509E

##### Friday, October 31, 2014

Adam J. Polifka, MD vs. Anspach Effort, Inc., et al; Alice Monroe vs. P/O Paul Heffernan, et al; Jaylin Hickman, et al vs. Jonathan H. Gamse, et al; Paul C. Clark vs. 100 Harborview Drive; Shadondra Farrare, et al vs. South Mount - Walbrook, Incorporated, et al; Sherry Welling vs. Baltimore City Board of School Commissioners; Bryanna Krenzer vs. Baltimore City Board of School Commissioners, et al; Tiffany Skinner vs. Stewart Levitas, et al

#### Judge White — Rm 428M

##### Thursday, October 30, 2014

D'ariqa Leannndris Cymonne Seeney vs. B&R Seymore, Inc.

##### Friday, October 31, 2014

Louise V. Joyner vs. Veolia Transportation Services, Inc., et al

#### Attorney/Mediator — Rm 511W

##### Thursday, October 30, 2014

Omar McGee vs. Dimensional Investments, Inc., et al; Cathy Harris, et al vs. Maura Nagle; Hope Burden vs. N.B.S., Inc., et al; Christopher S. Rhodes vs. Steven Munyakabaya, et al; In the Matter of the Petition of Chevette D. Wilson; Darryl Jones vs. Ashley La Nere Carter, et al; In the Matter of the Petition of Antoinette P. Carr; Michael John Cunningham, Jr. vs. Estate of Louis Singer, et al; Henry R. Chaudron vs. Cornell B. Fleming; Joan Dawson vs. Potomac Hospitality Services, Inc., et al; Robert Curcio vs. Mayor and City Council of Baltimore, et al

#### Attorney/Mediator — Rm 511W

##### Friday, October 31, 2014

Ferdinand Shelton, et al vs. Estate of Charles W. Kinsler, et al; John Runk vs. HD Development of Maryland Inc.; Lavonte Chavis vs. Gilbert Shaw, Jr., et al; Timothy Rivera vs. Noelia V. Guerrero; Donna Bullock, et al vs. Alina Malkowski, et al; Cierra Neal vs. Hilel Eli Markowitz

### BALTIMORE CITY ORPHAN'S COURT

Honorable Lewyn S. Garrett, Chief Judge; Honorable Stephan W. Fogleman and Honorable Michele E. Loewenthal, Associate Judges.  
 Room 303, Phone: 410-752-5131  
 David B. Allen, Register of Wills

Continued on 4B

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**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. CHRISTIANNE HAPPY - Case No. 24-O-14-002175

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2412 East Federal Street, Baltimore, MD 21213**  
and reported by: HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, CARRIE M. WARD, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$6,800.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**John A. Ansell, III, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. NAKIA MONIQUE EVANS - Case No. 24-O-13-004277

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2611 Allendale Road, Baltimore, MD 21216**  
and reported by: MARK D. MEYER, JOHN A. ANSELL, KENNETH SAVITZ, STEPHANIE MONTGOMERY, DIANE S. ROSENBERG, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$54,261.62.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**John A. Ansell, III, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. ESTATE OF JAMES MITCHELL - Case No. 24-O-13-004847

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**920 East 37th Street, Baltimore, MD 21218**  
and reported by: DIANE S. ROSENBERG, MARK D. MEYER, JOHN A. ANSELL, III, STEPHANIE MONTGOMERY, KENNETH SAVITZ, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$132,300.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Ludeen McCartney-Green, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. EDEM DUNYOH, ET AL - Case No. 24-O-14-002217

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**5011 Arabia Avenue, Baltimore, MD 21214**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$227,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Carrie M. Ward, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. SHATONIA DANIEL - Case No. 24-O-13-004092

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3812 Callaway Avenue, Baltimore, MD 21215**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$92,400.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City.**

**Stephen N. Goldberg, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. RUTH V. CRUZ - Case No. 24-O-14-002512

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3028 Rosalind Avenue, Baltimore, MD 21215**  
and reported by: RANDALL J. ROLLS, RICHARD J. ROGERS, RICHARD E. SOLOMON, STEPHEN N. GOLDBERG, DEDWARD S. COHN, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$61,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Jacob Geesing, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. WILLIE MAE KINGCADE - Case No. 24-O-14-001671

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**117 South Carrollton Avenue, Baltimore, MD 21223**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$15,500.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Richard R. Goldsmith, Jr., Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. DAVID LYNN KENDALL - Case No. 24-O-14-002171

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**4519 Hampnett Avenue, Baltimore, MD 21214**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$52,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Mark D. Meyer, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. VIRGINIA JEFFERSON - Case No. 24-O-14-000800

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**118 North Hilton Street, Baltimore, MD 21229**  
and reported by: DIANE S. ROSENBERG, MARK D. MEYER, JOHN A. ANSELL, III, KENNETH SAVITZ, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$18,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Carrie M. Ward, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. JEANETTE A. STEWARD, ET AL - Case No. 24-O-13-004369

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**1208 Gittings Avenue, Baltimore, MD 21239**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$111,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. IRENE B. HARDY, ET AL - Case No. 24-O-14-002104

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**514 Radnor Avenue, Baltimore, MD 21212**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$104,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Mark D. Meyer, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. WADE C. HORTON - Case No. 24-O-14-002122

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2922 Rosalie Avenue, Baltimore, MD 21234**  
and reported by: DIANE S. ROSENBERG, MARK D. MEYER, JOHN A. ANSELL, III, KENNETH SAVITZ, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$138,400.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Carrie M. Ward, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. QUWANDA D. SHIELDS - Case No. 24-O-13-003168

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3123 Kenyon Avenue, Baltimore, MD 21213**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$25,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Richard R. Goldsmith, Jr., Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. GEORGE PUGH, JR. - Case No. 24-O-14-002241

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**103 South Calhoun Street, Baltimore, MD 21223**  
and reported by: LUDEEN MCCARTNEY-GREEN, RICHARD R. GOLDSMITH, JR., JOSHUA COLEMAN, TAYYABA C. MONTO, PRATIMA LELE, JACOB GEESING, HOWARD N. BIERMAN, CARRIE M. WARD, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$152,042.22.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Kenneth R. Savitz, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. PROGRESSIVE HORIZONS, INC. - Case No. 24-O-14-000039

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3916 Pinkney Road, Baltimore, MD 21215**  
and reported by: MARK D. MEYER, JOHN A. ANSELL, KENNETH SAVITZ, STEPHANIE MONTGOMERY, DIANE S. ROSENBERG, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$42,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. MICHAEL OWENS - Case No. 24-O-14-002150

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3709 Pascal Avenue, Baltimore, MD 21226**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$28,900.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. SHIRLEY MOREHEAD - Case No. 24-O-14-001418

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**1923 Kelly Avenue, Baltimore, MD 21209**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 27, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 18, 2014.

The report states the amount of the sale to be \$195,500.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City.**

**Robert E. Kelly, Attorney,**  
1861 Wiehle Avenue, Suite 300,  
Reston, Virginia 20190.

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: RICHARD A. LASH v. MALCOLM O. LIVERPOOL, ET AL - Case No. 24-O-14-000398

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**5410 Bowleys Lane, Baltimore, MD 21206**  
and reported by: RICHARD A. LASH, BARRY K. BEDFORD, DAVID A. ROSEN, LEONARD W. HARRINGTON, ROBERT E. KELLY, POOYA TAVAKOL, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$50,050.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Tracy Leyba, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. OLGA V. COFFMAN - Case No. 24-O-14-001552

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3621 East Fayette Street, Baltimore, MD 21224**  
and reported by: DIANE S. ROSENBERG, MARK D. MEYER, JOHN A. ANSELL, III, KENNETH SAVITZ, TRACY LEYBA, CAROLINE FIELDS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$59,500.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City**

**Mark D. Meyer, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. BERNARD KARL KORTUM, ET AL - Case No. 24-O-14-000805

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**407 South Gilmer Street, Baltimore, MD 21223**  
and reported by: DIANE S. ROSENBERG, MARK D. MEYER, JOHN A. ANSELL, III, KENNETH SAVITZ, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 26, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 17, 2014.

The report states the amount of the sale to be \$6,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o30,n6,13

**Baltimore City.**

**Hugh J. Green, Attorney,**  
P.O. Box 2548,  
Leesburg, Virginia 20177

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JAMES E. CLARKE v. ALICIA BUNCH WILSON - Case No. 24-O-14-001652

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**4707 Duncrest Avenue, Baltimore, MD 21206**  
and reported by: JAMES E. CLARKE, RENEE DYSON, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$46,200.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Erin Cohen, Attorney,**  
P.O. Box 2548,  
Leesburg, Virginia 20177

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JAMES E. CLARKE v. PETER D. ROGERS - Case No. 24-O-13-004822

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2905 Berwick Avenue, Parkville, MD 21234**  
and reported by: JAMES E. CLARKE, RENEE DYSON, SHANNON MENAPACE, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$215,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**William M. Savage, Attorney,**  
10021 Balls Ford Road, Suite 200,  
Manassas, Virginia 20109

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: KRISTINE D. BROWN v. RICHARD OGUNMOLA, ET AL - Case No. 24-O-14-001542

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3321 Shelburne Road, Baltimore, MD 21208**  
and reported by: KRISTINE D. BROWN, WILLIAM M. SAVAGE, GREGORY N. BRITTO, LILA Z. STITELY, BRETT A. CALLAHAN, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$89,250.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Carrie M. Ward, Attorney,**  
4520 East West Highway, Suite 200,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. SANDRA D. PEARSALL - Case No. 24-O-14-002014

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**512 Smallwood Street**  
**ARTA 512 South Smallwood Street, Baltimore, MD 21223**  
and reported by: CARRIE M. WARD, HOWARD N. BIEMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$19,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. MORGAN EDWARD WILLIAMS, JR., ET AL - Case No. 24-O-14-002151

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**6511 Alta Avenue, Baltimore, MD 21206**  
and reported by: CARRIE M. WARD, HOWARD N. BIEMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$223,859.58.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Sarah M. Simon, Attorney,**  
10021 Balls Ford Road, Suite 200,  
Manassas, Virginia 20109

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: KRISTINE D. BROWN v. LOUISE BASKERVILLE, ET AL - Case No. 24-O-14-001760

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3908 Cedardale Road, Baltimore, MD 21215**  
and reported by: KRISTINE D. BROWN, WILLIAM M. SAVAGE, GREGORY N. BRITTO, LILA Z. STITELY, BRETT A. CALLAHAN, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$50,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Stephen N. Goldberg, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. HENRY E. LOUD - Case No. 24-O-14-002034

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**1717 Poplar Grove Street, Baltimore, MD 21216**  
and reported by: EDWARD S. COHN, STEPHEN N. GOLDBERG, RICHARD E. SOLOMON, RICHARD J. ROGERS, RANDALL J. ROLLS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$36,769.62.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Jacob Geesing, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. BONITA JONAS - Case No. 24-O-14-002039

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3506 Erdman Avenue, Baltimore, MD 21213**  
and reported by: CARRIE M. WARD, HOWARD N. BIEMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$47,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Richard R. Goldsmith, Jr., Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. STEPHEN HILL - Case No. 24-O-14-002114

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**205 North Monroe Street, Baltimore, MD 21223**  
and reported by: CARRIE M. WARD, HOWARD N. BIEMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, JR., LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$84,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Stephen N. Goldberg, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. EDWARD HENDERSON - Case No. 24-O-13-000107

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**800 North Glover Street, Baltimore, MD 21205**  
and reported by: EDWARD S. COHN, STEPHEN N. GOLDBERG, RICHARD E. SOLOMON, RICHARD J. ROGERS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$22,800.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Hugh J. Green, Attorney,**  
P.O. Box 2548,  
Leesburg, Virginia 20177

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JAMES E. CLARKE v. EUDORO M. TRILLOS, ET AL - Case No. 24-O-14-001987

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**413 Lyman Avenue, Baltimore, MD 21212**  
and reported by: JAMES E. CLARKE, RENEE DYSON, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$47,482.35.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Sarah M. Simon, Attorney,**  
10021 Balls Ford Road, Suite 200,  
Manassas, Virginia 20109

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: KRISTINE D. BROWN v. ESTATE OF MARIE STEEDLEY - Case No. 24-O-14-001888

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3617 Alameda Circle, Baltimore, MD 21218**  
and reported by: KRISTINE D. BROWN, WILLIAM M. SAVAGE, GREGORY N. BRITTO, LILA Z. STITELY, BRETT A. CALLAHAN, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$140,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Lila Z. Stitely, Attorney,**  
10021 Balls Ford Road, Suite 200,  
Manassas, Virginia 20109

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: KRISTINE D. BROWN v. ESTATE OF JEAN T. LANGSTON - Case No. 24-O-13-004696

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3218 Westmont Avenue, Baltimore, MD 21216**  
and reported by: KRISTINE D. BROWN, WILLIAM M. SAVAGE, GREGORY N. BRITTO, LILA Z. STITELY, BRETT A. CALLAHAN, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$37,730.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Sarah M. Simon, Attorney,**  
10021 Balls Ford Road, Suite 200,  
Manassas, Virginia 20109

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: KRISTINE D. BROWN v. RUTH DAVENPORT - Case No. 24-O-14-001905

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3809 Granada Avenue, Baltimore, MD 21207**  
and reported by: KRISTINE D. BROWN, WILLIAM M. SAVAGE, GREGORY N. BRITTO, LILA Z. STITELY, BRETT A. CALLAHAN, Trustee(s), be ratified and confirmed, unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$40,000.00.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Hugh J. Green, Attorney,**  
P.O. Box 2548,  
Leesburg, Virginia 20177

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JAMES E. CLARKE v. DONALD LEE CLEMONS - Case No. 24-O-14-001986

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2433 Harriet Avenue, Baltimore, MD 21230**  
and reported by: JAMES E. CLARKE, RENEE DYSON, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$70,469.12.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Edward S. Cohn, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. TIONA C. BROWN - Case No. 24-O-13-004803

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**5535 Midwood Avenue, Baltimore, MD 21212**  
and reported by: EDWARD S. COHN, STEPHEN N. GOLDBERG, RICHARD E. SOLOMON, RICHARD J. ROGERS, RANDALL J. ROLLS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$62,802.90.  
FRANK M. CONAWAY, Clerk.

True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Jacob Geesing, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JACOB GEESING vs. VALERIE BRISCOE - Case No. 24-O-11-001338

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**20 North Bernice Avenue, Baltimore, MD 21229**  
and reported by: JACOB GEESING, CARRIE M. WARD, HOWARD N. BIERMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$25,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Stephanie R. Montgomery, Attorney,**  
7910 Woodmont Avenue, Suite 750,  
Bethesda, Maryland 20814

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: DIANE S. ROSENBERG v. DONIELLE ZAPANTA - Case No. 24-O-13-004036

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**1102 West 43rd Street, Baltimore, MD 21211**  
and reported by: MARK D. MEYER, JOHN A. ANSELL, KENNETH SAVITZ, STEPHANIE MONTGOMERY, DIANE S. ROSENBERG, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 13, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 4, 2014.

The report states the amount of the sale to be \$113,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o16,23,30

**Baltimore County**

**Renee O. Dyson, Attorney,**  
P. O. Box 2548,  
Leesburg, Virginia 20175

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY - IN RE: JAMES E. CLARKE, RENEE DYSON, SHANNON MENAPACE v. DONNA STEEN - Case No. 03-C-14-003418 FC.

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore County, this 17th day of October, 2014, that the sale made and reported by RENEE DYSON, Substitute Trustee appointed for the sale of the property described in these proceedings

**7651 Charlesmont Road, Dundalk, MD 21222**  
be ratified and confirmed thirty (30) days from the date of this Notice, unless cause to the contrary be shown, provided a copy of this Notice be inserted in some Newspaper published in this County, once in each of three (3) successive weeks.

The report states the amount of the sale to be \$77,000.00.

JULIE L. ENSOR, Clerk.  
True Copy—Test: JULIE L. ENSOR, Clerk.

o23,30,n6

**Baltimore City**

**Robert A. Jones, Attorney,**  
5040 Corporate Woods Drive, Suite 120,  
Virginia Beach, Virginia 23462

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JOHN E. DRISCOLL, III v. BABATUNDE O. ARANMOLATE - Case No. 24-O-14-001178

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2609 Orleans Street, Baltimore, MD 21224**  
and reported by: JANA M. GANTT, KIMBERLY LANE, TRISTON J. MCINTYRE, ARNOLD HILLMAN, DEENA L. REYNOLDS, JOHN E. DRISCOLL, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$110,849.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore County**

**Stephen N. Goldberg, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. JAMES D. MCCORKLE - Case No. 24-O-14-001907

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore County, that the sale of the property described in the above mentioned proceedings

**4330 Robertson Avenue, Baltimore, MD 21206**  
and reported by: EDWARD S. COHN, STEPHEN N. GOLDBERG, RICHARD E. SOLOMON, RICHARD J. ROGERS, RANDALL J. ROLLS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 9, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before October 31, 2014.

The report states the amount of the sale to be \$57,834.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o16,23,30

**Baltimore County**

**Renee O. Dyson, Attorney,**  
P. O. Box 2548,  
Leesburg, Virginia 20175

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY - IN RE: JAMES E. CLARKE, RENEE DYSON, SHANNON MENAPACE v. PHILLIP ROHE AKA: PHILIP ROHE - Case No. 03-C-14-004505 FC.

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore County, this 17th day of October, 2014, that the sale made and reported by RENEE DYSON, Substitute Trustee appointed for the sale of the property described in these proceedings

**13 Eastship Road, Dundalk, MD 21222**  
be ratified and confirmed thirty (30) days from the date of this Notice, unless cause to the contrary be shown, provided a copy of this Notice be inserted in some Newspaper published in this County, once in each of three (3) successive weeks.

The report states the amount of the sale to be \$173,801.14.

JULIE L. ENSOR, Clerk.  
True Copy—Test: JULIE L. ENSOR, Clerk.

o23,30,n6

**Baltimore City.**

**Erin Cohen, Attorney,**  
P.O. Box 2548,  
Leesburg, Virginia 20177

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: JAMES E. CLARKE v. MICHAEL BRACY - Case No. 24-O-13-003486

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**1732 McCulloh Street, Baltimore, MD 21217**  
and reported by: JAMES E. CLARKE, RENEE DYSON, SHANNON MENAPACE, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 20, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before November 11, 2014.

The report states the amount of the sale to be \$80,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore County**

**Renee O. Dyson, Attorney,**  
P. O. Box 2548,  
Leesburg, Virginia 20175

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY - IN RE: JAMES E. CLARKE, RENEE DYSON, SHANNON MENAPACE v. DENISE MILLS, JOHN MILLS - Case No. 03-C-14-005423 FC.

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore County, this 17th day of October, 2014, that the sale made and reported by RENEE DYSON, Substitute Trustee appointed for the sale of the property described in these proceedings

**9609 Dixon Avenue, Baltimore, MD 21234**  
be ratified and confirmed thirty (30) days from the date of this Notice, unless cause to the contrary be shown, provided a copy of this Notice be inserted in some Newspaper published in this County, once in each of three (3) successive weeks.

The report states the amount of the sale to be \$250,701.23.

JULIE L. ENSOR, Clerk.  
True Copy—Test: JULIE L. ENSOR, Clerk.

o23,30,n6

**Baltimore City**

**Tayyaba C. Monto, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. TANYA ALLISON - Case No. 24-O-14-001186

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**5207 Anthony Avenue, Baltimore, MD 21206**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$59,500.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City**

**Paul J. Cohen, Attorney,**  
116 Westgate Way,  
Reisterstown, Maryland 21136

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: PAUL J. COHEN v. CRE, LLC - Case No. 24-O-13-000381

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**2509 Garrett Avenue, Baltimore, MD 21218**  
and reported by: PAUL J. COHEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 13, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 4, 2014.

The Report states the amount of the sale to be \$100,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o16,23,30

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**

**1726 Portugal St., Baltimore, MD 21231**

Under a power of sale contained in a certain Deed of Trust from Alexis D. Powers, dated February 12, 2010 and recorded in Liber 12454, folio 355 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on

**November 14, 2014 at 9:34 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore County, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$15,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 5.25% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-36388)

Laura H. G. O'Sullivan, et al.,  
Substitute Trustees.

o23,30,n6

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. ALEJANDRO FLORES, ET AL - Case No. 24-O-14-001687

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**3815 Brooklyn Avenue, Baltimore, MD 21225**  
and reported by: CARRIE M. WARD, HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, LUDEEN MCCARTNEY-GREEN, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$82,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore County**

**Edward S. Cohn, Attorney**  
600 Baltimore Avenue, Suite 208  
Towson, Maryland 21204

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: EDWARD S. COHN v. ERIN J. CORSAIR - Case No. 24-O-14-002143

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**343 South Chester Street, Baltimore, MD 21231**  
and reported by: EDWARD S. COHN, STEPHEN N. GOLDBERG, RICHARD E. SOLOMON, RICHARD J. ROGERS, RANDALL J. ROLLS, Trustee(s), be ratified and confirmed unless cause to the contrary be shown on or before November 9, 2014, provided a copy of this Notice be inserted in some Newspaper published in this City, once in each of three (3) successive weeks on or before October 31, 2014.

The report states the amount of the sale to be \$251,028.36.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o16,23,30

**Baltimore City**

**Howard N. Bierman, Attorney,**  
6003 Executive Boulevard, Suite 101,  
Rockville, Maryland 20852

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CARRIE M. WARD vs. DAMON T. ADAMS - Case No. 24-O-14-001502

**Notice of Sale**

Notice is hereby issued by the Circuit Court for Baltimore City, that the sale of the property described in the above mentioned proceedings

**438 East 28th Street, Baltimore, MD 21218**  
and reported by: HOWARD N. BIERMAN, JACOB GEESING, PRATIMA LELE, TAYYABA C. MONTO, JOSHUA COLEMAN, RICHARD R. GOLDSMITH, LUDEEN MCCARTNEY-GREEN, CARRIE M. WARD, Trustee(s) be ratified and confirmed unless cause to the contrary be shown on or before November 19, 2014 provided a copy of this Notice be inserted in some newspaper published in this City, once in each of three (3) successive weeks on or before November 10, 2014.

The report states the amount of the sale to be \$48,802.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o23,30,n6

**Baltimore City.**

**Bryan A. Bishop, Attorney,**  
1400 S. Charles Street,  
Baltimore, Maryland 21230

IN THE CIRCUIT COURT FOR BALTIMORE CITY - IN RE: CAROLYN D. LONG-CAMPBELL v. MICHAEL G. CAMPBELL - Case No. 24-D-12-002298

**Notice of Sale**

Notice is hereby given, this 14th day of October, 2014, by the Circuit Court for Baltimore City, that the sale of the property in these proceedings, reported by the Trustee, will be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of December, 2014, PROVIDED, that a copy of this Notice be inserted in a newspaper in said County one in each of three successive weeks before the 1st day of November, 2014. The report states the amount of sale of the property at

**5811 Gist Avenue, Baltimore, MD 21215**  
to be \$61,000.00.

FRANK M. CONAWAY, Clerk.  
True Copy—Test: FRANK M. CONAWAY, Clerk.

o16,23,30

**Alex Cooper**  
AUCTIONEERS INC

Towson, MD 410-828-4838 Washington, DC 800-272-3145  
www.AlexCooper.com

o30,n6,13

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**  
**3618 Ravenwood Ave., Baltimore, MD 21213**

Under a power of sale contained in a certain Deed of Trust from Michelle D. Phillips, dated April 24, 2009 and recorded in Liber 11611, folio 180 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 14, 2014 at 9:33 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$8,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 8% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-36331)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
www.AlexCooper.com

o30,n6,13

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**  
**3626 Elkader Rd., Baltimore, MD 21218**

Under a power of sale contained in a certain Deed of Trust from Joanne K. Branch, dated September 11, 2007 and recorded in Liber 9995, folio 700 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 14, 2014 at 9:30 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$12,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 5% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-43558)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
www.AlexCooper.com

o30,n6,13

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**  
**1012 Marlau Dr., Baltimore, MD 21212**

Under a power of sale contained in a certain Deed of Trust from Annie D. Montgomery, Keith Carpenter and Kimberly Carpenter, dated October 27, 2009 and recorded in Liber 12154, folio 126 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 7, 2014 at 9:33 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$96. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$13,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 8% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2012-32112)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
www.AlexCooper.com

o23,30,n6

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**  
**3713 Evergreen Ave., Baltimore, MD 21206**

Under a power of sale contained in a certain Deed of Trust from Ingrid Milton, dated January 23, 2007 and recorded in Liber 8979, folio 168 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 14, 2014 at 9:32 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$96. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$15,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 7.57% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #14-603732)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
www.AlexCooper.com

o30,n6,13

**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property**  
**1503 Gleneagle Rd., Baltimore, MD 21239**

Under a power of sale contained in a certain Deed of Trust from Elliott L. Rogers and Sarah Rogers, dated August 2, 2006 and recorded in Liber 8255, folio 625 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 7, 2014 at 9:35 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$13,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 5% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2012-22558)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Fee Simple Property Known as  
2602 Chesley Avenue, Baltimore, MD 21234**

Under and by virtue of the power of sale contained in a certain Deed of Trust to MICHAEL E. MILCHAK, Trustee(s), dated December 19, 2005, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 7159, folio 471, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,


**November 12, 2014 at 10:00 a.m.**

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED JANUARY 31, 2003 AND RECORDED APRIL 25, 2003 IN BOOK 3686, PAGE 344

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$15,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 6.625% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowners association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (22316)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Leasehold Property Known as  
6119 Marlora Road, Baltimore, MD 21239**

Under and by virtue of the power of sale contained in a certain Deed of Trust to THE LAW OFFICES OF DANIEL A. FULCO, PLLC, Trustee(s), dated July 18, 2006, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 08715, folio 0192, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,


**November 12, 2014 at 10:00 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED JULY 18, 2006 AND RECORDED IN LIBER 8715, FOLIO 184  
THE PROPERTY IS SUBJECT TO AN ANNUAL GROUND RENT OF \$96.00 PAYABLE ON THE 1st DAYS OF May AND November OF EACH AND EVERY YEAR.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$5,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 7.750% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (4952)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Fee Simple Property Known as  
3910 Reisterstown Road, Baltimore, MD 21215**

Under and by virtue of the power of sale contained in a certain Deed of Trust to CAPITOL TITLE INSURANCE AGENCY, INC., Trustee(s), dated September 28, 2006, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 8691, folio 438, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,


**November 12, 2014 at 10:00 a.m.**

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED SEPTEMBER 28, 2006 AND RECORDED DECEMBER 4, 2006 IN BOOK 8691, PAGE 432.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$10,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 7.750% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (23895)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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Baltimore, MD 21286 (410) 769-9797  
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**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property  
4028 Fallstaff Rd., Baltimore, MD 21215**

Under a power of sale contained in a certain Deed of Trust from Renee E. Langley a/k/a Renee Elaine Langley, dated June 17, 2005 and recorded in Liber 6642, folio 1064 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 7, 2014 at 9:34 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$120. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$8,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 8% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2012-25626)

Laura H. G. O'Sullivan, et al,  
Substitute Trustees.



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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Leasehold Property Known as  
1731 Braddish Avenue, Baltimore, MD 21216**

Under and by virtue of the power of sale contained in a certain Deed of Trust to CARRIE WARD, Trustee(s), dated March 26, 2012, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 14167, folio 371, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,

**November 12, 2014 at 10:00 a.m.**


ALL THAT LEASEHOLD LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED DECEMBER 29, 1995 AND RECORDED MARCH 7, 1996 IN BOOK 5414, PAGE 399.

THE PROPERTY IS SUBJECT TO AN ANNUAL GROUND RENT OF \$96.00 PAYABLE ON THE 4th DAYS OF February AND August OF EACH AND EVERY YEAR.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$5,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 4.875% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (10197)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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Baltimore, MD 21286 (410) 769-9797  
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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Leasehold Property Known as  
922 Homestead Street, Baltimore, MD 21218**

Under and by virtue of the power of sale contained in a certain Deed of Trust to NATHANIEL D. HOLLAND, Trustee(s), dated April 7, 2005, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 6500, folio 1194, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,

**November 12, 2014 at 10:00 a.m.**


ALL THAT LEASEHOLD LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED APRIL 7, 2005 AND RECORDED MAY 11, 2005 IN LIBER 6500, FOLIO 1185.

THE PROPERTY IS SUBJECT TO AN ANNUAL GROUND RENT OF \$49.00 PAYABLE ON THE 15th DAYS OF March AND September OF EACH AND EVERY YEAR.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$5,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 6.875% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (24081)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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Baltimore, MD 21286 (410) 769-9797  
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**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwc-law.com

**Substitute Trustees' Sale  
Of Improved Real Property  
3914 W. Strathmore Ave., Baltimore, MD 21215**

Under a power of sale contained in a certain Deed of Trust from Lora Fray and Herbert Fray, dated April 15, 1997 and recorded in Liber 6355, folio 305 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 7, 2014 at 9:31 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$10,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 5% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-40924)

Laura H. G. O'Sullivan, et al,  
Substitute Trustees.



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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Fee Simple Property Known as  
603 S Montford Avenue, Baltimore, MD 21224**

Under and by virtue of the power of sale contained in a certain Deed of Trust to PRLAP, INC., Trustee(s), dated February 24, 2004, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 5833, folio 472, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,


**November 12, 2014 at 10:00 a.m.**

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED FEBRUARY 7, 2001 AND RECORDED FEBRUARY 9, 2001 IN BOOK 1078, PAGE 492.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$25,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 5.625% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement. Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (11699)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



Member of Auct. Assn. of Md., Inc.  
300 E. Joppa Rd., Ste. 1103  
Baltimore, MD 21286 (410) 769-9797  
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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Fee Simple Property Known as  
3601 Glenmore Avenue, Baltimore, MD 21206**

Under and by virtue of the power of sale contained in a certain Deed of Trust to ROBERT N. TYSON, JR., Trustee(s), dated February 28, 2007, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 9301, folio 465, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,


**November 12, 2014 at 10:00 a.m.**

ALL THAT FEE SIMPLE LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED FEBRUARY 28, 2007 AND RECORDED APRIL 13, 2007 IN BOOK 9301, PAGE 458.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$20,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 4.750% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement. Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (2353)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwcv-law.com

**Substitute Trustees' Sale  
Of Improved Real Property  
2323 Essex St., Baltimore, MD 21224**

Under a power of sale contained in a certain Deed of Trust from Chad A. Yordy, dated November 21, 2007 and recorded in Liber 10253, folio 349 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:37 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$27. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$23,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 7.875% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2012-28481)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
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**Baltimore City.**

**Samuel I. White, P.C.**  
611 ROCKVILLE PIKE  
SUITE 100  
ROCKVILLE, MARYLAND 20852

**Substitute Trustees' Sale Of  
Valuable Leasehold Property Known as  
1422 Dundalk Avenue, Dundalk, MD 21222**

Under and by virtue of the power of sale contained in a certain Deed of Trust to WILLIAM A. MARKWAT, Trustee(s), dated December 21, 2006, and recorded among the Land Records of BALTIMORE CITY, MARYLAND in Liber 9040, folio 81, the holder of the indebtedness secured by this Deed of Trust having appointed the undersigned Substitute Trustees, by instrument duly recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustee will offer for sale at public auction at THE BALTIMORE CITY COURTHOUSE LOCATED AT 100 N CALVERT ST, (COURTHOUSE WEST), BALTIMORE, MD 21202 ON,

**November 12, 2014 at 10:00 a.m.**


ALL THAT LEASEHOLD LOT OF GROUND and improvements thereon situated in BALTIMORE CITY, MD and described as follows:  
ALL THAT PROPERTY CONVEYED BY DEED DATED DECEMBER 21, 2006 AND RECORDED FEBRUARY 12, 2007 IN BOOK 9040, PAGE 76 AMONG THE LAND RECORDS OF BALTIMORE CITY, MARYLAND.

THE PROPERTY IS SUBJECT TO AN ANNUAL GROUND RENT OF \$96.00 PAYABLE ON THE 1st DAYS OF May AND November OF EACH AND EVERY YEAR.

The property will be sold in an "AS IS WHERE IS" condition without either express or implied warranty or representation, including but not limited to the description, fitness for a particular purpose or use, structural integrity, physical condition, construction, extent of construction, workmanship, materials, liability, zoning, subdivision, environmental condition, merchantability, compliance with building or housing codes or other laws, ordinances or regulations, or other similar matters, and subject to easements, agreements and restrictions of record which affect the same, if any. The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same including any condominium and of HOA assessments pursuant to Md Real Property Article 11-110.

TERMS OF SALE: A deposit of \$15,000.00 payable in certified check or by a cashier's check will be required from purchaser at time of sale, balance in immediately available funds upon final ratification of sale by the Circuit Court of BALTIMORE CITY, MARYLAND interest to be paid at the rate of 7.000% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. Third party purchaser (excluding the secured party) will be required to complete full settlement of the purchase of the property within TEN (10) CALENDAR DAYS of the ratification of the sale by the Circuit Court otherwise the purchaser's deposit shall be forfeited and the property will be resold at the risk and expense, of the defaulting purchaser. All other public charges and private charges or assessments, including water/sewer charges, ground rent, taxes if any, to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes and all other costs incident to the settlement shall be borne by the purchaser. If applicable, condominium and/or homeowner association dues and assessments will be adjusted to date of sale. If the sale is rescinded or not ratified for any reason, including post sale lender audit, or the Substitute Trustees are unable to convey insurable title or a resale is to take place for any reason, the purchaser(s) sole remedy in law or equity shall be limited to the refund of the aforementioned deposit. The purchaser waives all rights and claims against the Substitute Trustees whether known or unknown. These provisions shall survive settlement. Upon refund of the deposit, this sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. The sale is subject to post-sale review of the status of the loan and that if any agreement to cancel the sale was entered into by the lender and borrower prior to the sale then the sale is void and the purchaser's deposit shall be refunded without interest. Additional terms and conditions, if applicable, maybe announced at the time and date of sale. File No. (22705)

JOHN E. DRISCOLL III, et al,  
Substitute Trustees.



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**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwcv-law.com

**Substitute Trustees' Sale  
Of Improved Real Property  
4500 Mannasota Ave., Baltimore, MD 21206**

Under a power of sale contained in a certain Deed of Trust from Cassandra Clark, dated July 8, 2005 and recorded in Liber 6707, folio 686 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**November 7, 2014 at 9:30 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$12,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 6.45% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-42801)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



Towson, MD 410-828-4838 Washington, DC 800-272-3145  
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**Baltimore City**

**McCabe, Weisberg & Conway, LLC**  
312 Marshall Avenue, Suite 800  
Laurel, Maryland 20707  
www.mwcv-law.com

**Substitute Trustees' Sale  
Of Improved Real Property  
2718 Overland Ave., Baltimore, MD 21214**

Under a power of sale contained in a certain Deed of Trust from Thomas E. Wilson, III, dated December 19, 2005 and recorded in Liber 7394, folio 585 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:36 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$30,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 7% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-43110)

LAURA H. G. O'SULLIVAN, et al.,  
Substitute Trustees.



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**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 2515 Orleans St., Baltimore, MD 21224**

Under a power of sale contained in a certain Deed of Trust from Woodrow Nash a/k/a Woodrow L. Nash and Joanne Nash, dated December 29, 2006 and recorded in Liber 8913, folio 584 and re-recorded in Liber 10153, folio 41 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:32 a.m.**

ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$60. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$11,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 7% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-38164)

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
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**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 1005 N. Central Ave., Baltimore, MD 21202**

Under a power of sale contained in a certain Deed of Trust from Paul A. Scribner, Jr., dated May 5, 2006 and recorded in Liber 8384, folio 399 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:34 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and described as Unit No. 1005 N. Central Avenue in that certain Condominium Regime known as "Ashland Park Mews I Condominium, Oldtown and Johnston Square Urban Renewal Areas, Baltimore City, Maryland" and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$7,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 7.625% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-37165)

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
 Towson, MD 410-828-4838 Washington, DC 800-272-3145  
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**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 3760 Dolfield Ave., Baltimore, MD 21215**

Under a power of sale contained in a certain Deed of Trust from Shamika Williams and Eddie Williams, dated February 4, 2005 and recorded in Liber 6337, folio 1357 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on

**October 31, 2014 at 9:30 a.m.**


ALL THAT LEASEHOLD LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property will be sold subject to an annual ground rent of \$240. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$12,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 6.625% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2012-27358)

This property will be sold subject to a 120 day right of redemption by the Internal Revenue Service.

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
 Towson, MD 410-828-4838 Washington, DC 800-272-3145  
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**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 4570 Derby Manor Dr., Baltimore, MD 21215**

Under a power of sale contained in a certain Deed of Trust from Cellstene Jones, dated August 29, 1985 and recorded in Liber 632, folio 415 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:31 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$12,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 9.625% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2010-08243)

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
 Towson, MD 410-828-4838 Washington, DC 800-272-3145  
 www.AlexCooper.com

o16,23,30

**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 400 Rosecroft Terr., Baltimore, MD 21229**

Under a power of sale contained in a certain Deed of Trust from Uvell E. Reaves a/k/a Uvell Ernest Reaves, dated January 16, 2008 and recorded in Liber 10401, folio 286 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:33 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$13,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 6.875% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2011-10910)

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
 Towson, MD 410-828-4838 Washington, DC 800-272-3145  
 www.AlexCooper.com

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**Baltimore City**  
**McCabe, Weisberg & Conway, LLC**  
 312 Marshall Avenue, Suite 800  
 Laurel, Maryland 20707  
 www.mwc-law.com

**Substitute Trustees' Sale  
 Of Improved Real Property  
 1733 Abbotston St., Baltimore, MD 21218**

Under a power of sale contained in a certain Deed of Trust from Anthony White and Teresa G. White, dated March 29, 2007 and recorded in Liber 9407, folio 496 among the Land Records of Baltimore City, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Baltimore City, at the Clarence M. Mitchell Court House, 100 North Calvert Street, Court House Door, Calvert Street entrance, Baltimore, MD 21202, on


**October 31, 2014 at 9:35 a.m.**

ALL THAT FEE-SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Baltimore City, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a DWELLING.

The property will be sold in an "as is" condition and subject to conditions, restrictions, easements, encumbrances and agreements of record affecting the subject property, if any, and with no warranty of any kind.

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$10,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Baltimore City, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 10.625% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes, and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #2013-37567)

LAURA H. G. O'SULLIVAN, et al.,  
 Substitute Trustees.

  
 Towson, MD 410-828-4838 Washington, DC 800-272-3145  
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\*2013 Honorees pictured

THE DAILY RECORD

# Leading Women

Maryland's Future

Honoring women 40 years old or younger for their professional accomplishments and commitment to inspiring change.

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5:00-6:00 p.m.

Private Reception for current and previous Leading Women Honorees and previous Top 100 Women winners

5:30-6:30 p.m.

General Reception for all guests

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Awards Dinner followed by a Dessert Reception

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