

**IN THE CIRCUIT COURT
FOR BALTIMORE CITY**

18 APR 26 PM 12:13
CIVIL DIVISION
CIRCUIT COURT FOR
BALTIMORE CITY

Michele Williams

Plaintiff,

v.

Morgan State University

and

DeWayne Wickham (in his personal capacity)

Defendant,

Case No.:

2418002570

| | |
|----------------------|----------|
| CASE# 24-C-18-002570 | |
| CV File New | |
| RIF-New Case | \$80.00 |
| APPEAR Fee | \$80.00 |
| MLSC | \$20.00 |
| APPEAR Fee | \$55.00 |
| APPEAR Fee | \$20.00 |
| TOTAL | \$285.00 |

COMPLAINT

Plaintiff, Michele Williams, brings this action on to recover civil damages under Maryland common law torts against the Defendant, Morgan State University.

THE PARTIES

1. Plaintiff Michele Williams (hereinafter referred to as "Plaintiff" or "Ms. Williams") is a resident of the District of Columbia.
2. Plaintiff currently resides at 77 Randolph Place NW Washington, DC 20001
3. At all times relevant to this complaint, Plaintiff was employed in the State of Maryland.
4. Plaintiff is over the age of eighteen (18).
5. Defendant Morgan State University is a State of Maryland public university.

6. Defendant is an Agency of the State of Maryland.
7. Defendant DeWayne Wickham is an individual being sued in his individual capacity.
8. At all times relevant to this complaint, Plaintiff was employed by Morgan State University.

JURISDICTION

9. The United States District Court for the District of Maryland has jurisdiction over this matter.
10. At all times relevant to this complaint, Plaintiff was employed by Defendant in the State of Maryland.
11. The actions and decisions described in this Complaint substantially occurred in Maryland.
12. Plaintiff brings her claims pursuant to federal law and Maryland common law.
13. Plaintiff's claims raise questions of federal law.
14. This Court has supplemental jurisdiction over Plaintiff's claims under Maryland common law pursuant to 28 U.S.C. §1367 as such claims are part of the same case and controversy as Plaintiff's federal claims and derive from a common nucleus of operative facts.
15. This Court has jurisdiction over Plaintiff's state law claims under 31 U.S.C. §3732 (b).
16. The United States District Court for the District of Maryland has personal jurisdiction over the parties as described in ¶¶ 1-20, *supra*.

ALLEGATIONS

17. Plaintiff was formerly employed by Defendant as a broadcast manager.
18. Plaintiff has more than twenty (30) years' experience in the broadcast industry and has received numerous awards and accolades.

6. Defendant is an Agency of the State of Maryland.
7. Defendant DeWayne Wickham is an individual being sued in his individual capacity.
8. At all times relevant to this complaint, Plaintiff was employed by Morgan State University.

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16. The United States District Court for the District of Maryland has personal jurisdiction over the parties as described in ¶¶ 1-20, *supra*.

ALLEGATIONS

17. Plaintiff was formerly employed by Defendant as a broadcast manager.
18. Plaintiff has more than twenty (30) years' experience in the broadcast industry and has received numerous awards and accolades.

19. For example, Plaintiff was recognized as one of “the top 15 Women” in broadcasting and one of the “top 15 General Managers” in radio broadcasting.
20. Plaintiff has substantial experience in managing multimillion dollar radio budgets in major radio markets.
21. Plaintiff was hired by Defendant, Morgan State University on January 2, 2014.
22. Plaintiff’s position title was “Director of Broadcast Operations.”
23. Among other things, Plaintiff was responsible for oversight and management of the University’s broadcast operations, including the radio station (WEAA 88.9 FM), television broadcast and student run radio station (WMUR).
24. Morgan State University operates through state and federal funding.
25. Morgan State University receives substantial financial assistance from federal programs.
26. One program under which Morgan State University receives significant federal funding is a program administered by the Corporation for Public Broadcasting.
27. The Corporation for Public Broadcasting is an entity established by Congress for the administration of federally appropriated funds to various public broadcasting entities.
28. The Corporation for Public Broadcasting administers federal funds through a grant program.
29. The CPB grant program has numerous reporting requirements that participants are required to comply with to receive federal funds.
30. As a public broadcaster, Morgan State University is eligible for receipt of federal funds pursuant to the program administered by the CPB.
31. In March 2016, WEAA organized and hosted a public debate in the Baltimore Mayoral democratic primary. The debate was held on Morgan State’s campus.

32. The event was a success, leading to positive publicity and local news network coverage for Morgan State University.
33. In November 2016, there were four candidates remaining in the Baltimore Mayor general race.
34. These candidates were: Catherine Pugh (Democrat); Sheila Dixon (Write-in) Alan Walden (Republican) and Joshua Harris (Green party).
35. Based on the success of the primary debate, Plaintiff began organizing a general election debate in WEAA's radio studio to be held on November 3, 2016.
36. After scheduling the debate, Plaintiff's supervisor, Dean Wickham, contacted Plaintiff concerning the debate. Dean Wickham also copied University President, David Wilson.
37. Plaintiff notified Dean Wickham that each candidate that had been invited to participate in the debate would be provided equal time so as to avoid Morgan State favoring or creating the appearance of favoring a particular candidate. University President Wilson separately emailed Plaintiff and told her that the University "must not give the appearance of favoring one candidate over another and that the station could lose its license if it engaged in such behavior" or words to that effect.
38. At some point after the debate was schedule, Catherine Pugh (the Democratic candidate) contacted Dean Wickham to notify him that that she was not able to attend the debate and "would be interested in participating in an on-air interview at another time prior to the election."
39. After Dean Wickham was contacted by Ms. Pugh, Dean Wickham forwarded the email from Ms. Pugh to the Plaintiff and told Plaintiff that she must cancel the debate if all four candidates could not participate.

40. The reasonable inference is that Dean Wickham instructed Ms. Williams to cancel the debate because Dean Wickham had received that request from Ms. Pugh, the Democratic candidate - and Dean Wickham favored the Democratic candidate.
41. Dean Wickham's instructions to cancel the debate were contradictory to the previously described requirement that a non-attending candidate be provided an interview on-air in lieu of attendance at the debate.
42. The reasonable inference is that Ms. Pugh's campaign requested Dean Wickham to cancel the debate - rather than to provide Ms. Pugh separate air time.
43. By cancelling the debate, Ms. Pugh's campaign hoped to silence the other candidates in the midst of a tight Mayoral race.
44. Dean Wickham was attempting to influence the course of public debate in the Baltimore Mayoral candidate race by requiring Plaintiff treat the Democratic candidate differently than other parties' candidates.
45. Dean Wickham would not have required the debate to be canceled if any other candidate were not available on the day of the debate.
46. After Plaintiff was directed to cancel the debate, local news media came out with articles questioning whether the University had inappropriately endorsed Mayor Pugh by canceling the debate when Mayor Pugh could not attend.
47. The following day, Plaintiff scheduled equal air time for the Republican and Green party candidates at their request - because the University had provided air time (a few weeks prior) for the Independent candidate.
48. Plaintiff, as the Broadcast Manager, believed her actions were fair and equitable to the candidates and complied with best broadcast practices, Maryland and federal law.

49. At no point was Mayor Pugh denied a request for equal air time. In fact, Mayor Pugh was offered equal time by the radio station.
50. After Plaintiff scheduled aired equal time for the other candidates' interviews - Dean Wickham sent Plaintiff threatening text messages and emails.
51. The inference from Dean Wickham's communications to Plaintiff that Dean Wickham harbored a politically motivated desire not to allow other candidates on the air in the absence of Mayor Pugh - and Plaintiff's actions would, in Dean Wickham's words, "not end well" for her.
52. Plaintiff subsequently complained to University President, David Wilson, University Provost Gloria Gibson and University Vice President of Human Resources and others that Dean Wickham's actions had violated the Hatch Act, 5 U.S.C. §1502(a)(1)-(3) and Maryland and federal law concerning political activity by a State institution in receipt of federal funding.
53. As part of Plaintiff's role as Broadcast Manager, Plaintiff was also responsible for investigating and certifying audited financial statements that were submitted by Morgan State University to the CPB.
54. The financial statements submitted by Morgan State to CPB affect Morgan State University's funding by the CPB - and the State of Maryland.
55. If Morgan State University shows a certain levels of operating expenditures to CPB - then Morgan State becomes eligible for a certain level of federal funds through CPB's grant program.
56. In addition, Morgan State sends financial statements to the State of Maryland as a State Public University.

57. The financial statements directly impact the budget for Morgan State University and its funding.
58. In or around late 2016, Plaintiff began noticing serious discrepancies with respect to WEAA's actual operating expenses and WEAA's expenses as being reported by the University.
59. For example, Plaintiff was aware that she actively managed operating expenses in the range of \$750,000.00.
60. However, in 2014, 2015 and 2016 - the University reported that WEAA had operating expenses of approximately \$1,750,000.00 - \$1,900,000.00.
61. Essentially, the University was reporting to the State of Maryland and CPB that WEAA had operating expenses of around \$1,000,000 more than its actual expenses.
62. The net effect of this reporting was to a) increase Morgan State's funding from the State of Maryland and b) increase Morgan State's CPB funding eligibility and access to federal grant funds.
63. In 2016, Ms. Williams was asked to endorse the operating expense figures reported by the University.
64. In 2016 - Ms. Williams complained to Dean Wickham that she believed that the operating expenses were being intentionally inflated to pad the University's funding.
65. Plaintiff made repeated complaints to the University's upper management and financial executives about the misreporting of funds.
66. Plaintiff also complained to Dean Wickham that the numbers reported in expenditure categories for the station by Plaintiff to the University's financial team were not the same figures being reported by the University to the Corporation for Public

Broadcasting and the State of Maryland. Plaintiff also complained to the VP of the finance department, Sidney Evans, the Asst VP of Finance, University Comptroller, Pat O'Brien, the University's external and internal auditors, the Chief IT officer and the Budget Officer.

67. When Plaintiff requested to hold meetings with Dean Wickham to discuss the misreporting of WEAA's operating costs, Dean Wickham failed to show for the meetings.
68. Plaintiff refused to sign off / attest to financial statements with \$1,000,000 in variance from the actual expenditures.
69. In 2017, the University was preparing its 2016 fiscal reporting.
70. Just as in previous years, the University intended on overstating the operating costs of WEAA to the tune of approximately \$1,000,000.
71. Just as Plaintiff had complained in 2016 about the misreporting of operating costs, in 2017 Plaintiff continued her complaints about the misreporting of operating costs.
72. Plaintiff let Dean Wickham and others within the University's financial department know that she was blowing the whistle on the University's practice of overstating the operating costs of WEAA.
73. Defendant was also aware that Plaintiff had previously been contacted by the CPB about WEAA's budget and that, as Principal Investigator for the CPB Grant, Plaintiff could and would notify CPB of any misreporting of the University's operating costs.
74. Rather than have Plaintiff raise issues about to CPB or the State of Maryland, Defendant made the decision to terminate Plaintiff.

75. On May 2, 2017 Defendant notified Plaintiff that she would be terminated effective August 8, 2017. The timing of Plaintiff's termination was such that Plaintiff was precluded from having any participation in the fiscal year financial statements.
76. Plaintiff's termination coincided with the University's 2016 fiscal year financial statement deadlines so as to exclude Plaintiff from the process of creating and submitting financial statements to the State of Maryland and to CPB.
77. On August 8, 2017, Plaintiff was terminated from her position.
78. Defendant's actions were willful and malicious.

Compliance with the Maryland Tort Claims Act.

79. Prior to filing the instant action, Plaintiff gave notice to the Maryland Treasurer pursuant to the Maryland Tort Claims Act.
80. Plaintiff has fully complied with the Maryland Tort Claims Act.
81. Plaintiff sent a letter, certified mail, to the State Treasurer containing the information required by Maryland Code, State Govt., § 12-107.

COUNT I

Wrongful Termination in Violation of Maryland Public Policy

82. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth herein.
83. Defendants terminated Plaintiff in contravention of a clear mandate of public policy.
84. The State of Maryland has expressed the following public policies applicable to Plaintiff's employment:

Md. EDUCATION Code Ann. § 10-202,

(5) The people of Maryland are entitled to efficient and effective management of public higher education; and

Md. EDUCATION Code Ann. §14-104,

(f) Budget. -- The Board of Regents may prepare and submit annual budgets and spend funds budgeted for nonsalary items on appropriate activities.

(h)(3)(iii) By September 1 of each year, the Board of Regents shall submit an annual position accountability report to the Department of Budget and Management, the Department of Legislative Services, and the Maryland Higher Education Commission reporting the total positions created and the cost and the funding source for any positions created by the University in the previous fiscal year.

(l) Gifts and grants. --

(1) The Board of Regents may apply for, accept, and spend any gift or grant from the federal government, any foundation, or any other person.

(2) Any gift or grant the Board of Regents accepts shall be deposited with the State Treasurer in a nonbudgeted account and may be invested as the Board of Regents directs in accordance with law.

Md. General Provisions Code Ann. § 5-506

(a) In general. --

(1) An official or employee may not intentionally use the prestige of office or public position:

(i) for that official's or employee's private gain or that of another; or

(ii) to influence, except as part of the official duties of the official or employee or as a usual and customary constituent service without additional compensation, the award of a State or local contract to a specific person.

(2) An official may not directly or indirectly initiate a solicitation for a person to retain the compensated services of a particular regulated lobbyist or lobbying firm.

Md. STATE PERSONNEL AND PENSIONS Code Ann. §2-304 Political Activities

(c) Restrictions on political activities. -- An employee may not:

(1) engage in political activity while on the job during working hours; or

- (2) advocate the overthrow of the government by unconstitutional or violent means.

Md. EDUCATION CODE, § 24-206. Fairness and legality of operation

(a) Fairness. -- The facilities of the Commission may not be used for, and the programs may not be devoted to:

- (1) Presenting biased or one-sided aspects of partisan politics;
- (2) Advocating or opposing any present or prospective political candidacy; or
- (3) Advocating or opposing any legislation currently being considered or prepared.

(b) Legality. -- Each facility shall be used in compliance with the rules and regulations of the Federal Communications Commission.

85. There is a nexus between Plaintiff's conduct and Plaintiff's termination.
86. Plaintiff attempted to exercise a statutory duty, right or privilege.
87. Defendant acted willfully and maliciously
88. Plaintiff suffered pecuniary and non-pecuniary actions as the result of her wrongful termination.
89. At all times relevant to this case, Defendants were acting in furtherance of Defendants' business.
90. Plaintiff seeks judgment in the amount of \$1,000,000 on Count I.

COUNT II

Defamation (against Defendant DeWayne Wickham)

91. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth herein.
92. Defendant, DeWayne Wickhm, made defamatory statements to third persons.

93. DeWayne Wickham falsely and publicly accused Plaintiff to Plaintiff's colleagues of securing a grant from the Robert Deutsch Foundation for the express purpose of giving the funds to Marc Steiner and the Center for Emerging Media and thereby using the radio station as a pass-through.
94. The funds were solicited and secured by an independent local radio producer for the express purpose of the production of her radio show "The Rise of Charm City" which is common in public radio.
95. DeWayne Wickham falsely and publicly accused Plaintiff of making expenditures within the radio station that were not actually made - which led Plaintiff to ultimately be terminated.
96. Plaintiff objected to or refused to participate in any activity, policy, or practice that the Plaintiff reasonably believed was a violation of Md. General Provisions Code Ann. § 8-102 or a regulation adopted under that title.
97. DeWayne Wickham's statements about Plaintiff were false.
98. DeWayne Wickham was legally at fault in making the statements.
99. The Plaintiff suffered harm by DeWayne Wickham's statements.
100. DeWayne Wickham had actual knowledge that his statements about Plaintiff were false.
101. DeWayne Wickham intended that his false statements would lead Plaintiff to be terminated from her position.
102. Plaintiff seeks judgment in the amount of \$1,000,000 on Count II.

WHEREFORE, Plaintiff demands judgment against Defendants for the following relief:

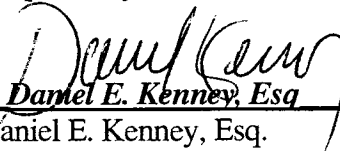
- a. An injunction to restrain a continuing violation of subsection (a) of this section;

- b. Reinstatement to the same seniority status held before the retaliatory action;
- c. Reinstatement of full fringe benefits and seniority rights;
- d. An amount of lost wages, benefits, and other remuneration, including any interest accumulated;
- e. Payment by the person of reasonable costs and attorney's fees;
- f. Punitive damages;
- g. An assessment of a civil penalty;
- h. Any other relief necessary to make the employee, including compensatory damages.

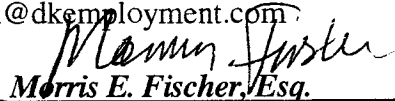
JURY DEMAND

Plaintiff demands a trial by jury on all counts

Respectfully submitted,


Daniel E. Kenney, Esq.

Daniel E. Kenney, Esq.
DK Associates, LLC
5425 Wisconsin Avenue, Suite 600
PMB #653
Chevy Chase, MD 20815
202-430-5966 Phone
dan@dkemployment.com


Morris E. Fischer, Esq.

Morris E. Fischer, Esq.
Morris E. Fischer, LLC
1400 Spring Street, Suite 350
Silver Spring, MD 20910
301-328-7631 Phone
morris@mfischerlaw.com

Attorneys for Plaintiff

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT **CASE NUMBER** _____

CASE NAME: MICHELE WILLIAMS vs. Morgan State University, et al
Plaintiff Defendant (Clerk to insert)

PARTY'S NAME: Michele Williams

PARTY'S ADDRESS: 77 Randolph Place, Wash. D.C. 20001 **PHONE:** 2022561947
(Daytime phone)

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Daniel Kenney **PHONE:** 2024305966

PARTY'S ATTORNEY'S ADDRESS: 5425 Wisconsin Ave, Suite 600, Chevy Chase, MD 20815

PARTY'S ATTORNEY'S E-MAIL: Dan@dkemployment.com

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL: _____ hours or 5 days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal

Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

| | | | |
|--|---|---|---|
| <p>TORTS</p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Assault and Battery</p> <p><input type="checkbox"/> Business and Commercial</p> <p><input type="checkbox"/> Conspiracy</p> <p><input type="checkbox"/> Conversion</p> <p><input type="checkbox"/> Defamation</p> <p><input type="checkbox"/> False Arrest/Imprisonment</p> <p><input type="checkbox"/> Fraud</p> <p><input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____</p> <p><input type="checkbox"/> Loss of Consortium</p> <p><input type="checkbox"/> Malicious Prosecution</p> <p><input type="checkbox"/> Malpractice-Medical</p> <p><input type="checkbox"/> Malpractice-Professional</p> <p><input type="checkbox"/> Misrepresentation</p> <p><input type="checkbox"/> Motor Tort</p> <p><input type="checkbox"/> Negligence</p> <p><input type="checkbox"/> Nuisance</p> <p><input type="checkbox"/> Premises Liability</p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Specific Performance</p> <p><input type="checkbox"/> Toxic Tort</p> <p><input type="checkbox"/> Trespass</p> <p><input type="checkbox"/> Wrongful Death</p> <p>CONTRACT</p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Breach</p> <p><input type="checkbox"/> Business and Commercial</p> <p><input type="checkbox"/> Confessed Judgment (Cont'd)</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Debt</p> <p><input type="checkbox"/> Fraud</p> | <p><input type="checkbox"/> Government</p> <p><input type="checkbox"/> Insurance</p> <p><input type="checkbox"/> Product Liability</p> <p>PROPERTY</p> <p><input type="checkbox"/> Adverse Possession</p> <p><input type="checkbox"/> Breach of Lease</p> <p><input type="checkbox"/> Detinue</p> <p><input type="checkbox"/> Distress/Distrain</p> <p><input type="checkbox"/> Ejectment</p> <p><input type="checkbox"/> Forcible Entry/Detainer</p> <p><input type="checkbox"/> Foreclosure</p> <p><input type="checkbox"/> Commercial</p> <p><input type="checkbox"/> Residential</p> <p><input type="checkbox"/> Currency or Vehicle</p> <p><input type="checkbox"/> Deed of Trust</p> <p><input type="checkbox"/> Land Installments</p> <p><input type="checkbox"/> Lien</p> <p><input type="checkbox"/> Mortgage</p> <p><input type="checkbox"/> Right of Redemption</p> <p><input type="checkbox"/> Statement Condo</p> <p><input type="checkbox"/> Forfeiture of Property / Personal Item</p> <p><input type="checkbox"/> Fraudulent Conveyance</p> <p><input type="checkbox"/> Landlord-Tenant</p> <p><input type="checkbox"/> Lis Pendens</p> <p><input type="checkbox"/> Mechanic's Lien</p> <p><input type="checkbox"/> Ownership</p> <p><input type="checkbox"/> Partition/Sale in Lieu</p> <p><input type="checkbox"/> Quiet Title</p> <p><input type="checkbox"/> Rent Escrow</p> <p><input type="checkbox"/> Return of Seized Property</p> <p><input type="checkbox"/> Right of Redemption</p> <p><input type="checkbox"/> Tenant Holding Over</p> | <p>PUBLIC LAW</p> <p><input type="checkbox"/> Attorney Grievance</p> <p><input type="checkbox"/> Bond Forfeiture Remission</p> <p><input type="checkbox"/> Civil Rights</p> <p><input type="checkbox"/> County/Mncpl Code/Ord</p> <p><input type="checkbox"/> Election Law</p> <p><input type="checkbox"/> Eminent Domain/Condemn.</p> <p><input type="checkbox"/> Environment</p> <p><input type="checkbox"/> Error Coram Nobis</p> <p><input type="checkbox"/> Habeas Corpus</p> <p><input type="checkbox"/> Mandamus</p> <p><input type="checkbox"/> Prisoner Rights</p> <p><input type="checkbox"/> Public Info. Act Records</p> <p><input type="checkbox"/> Quarantine/Isolation</p> <p><input type="checkbox"/> Writ of Certiorari</p> <p>EMPLOYMENT</p> <p><input type="checkbox"/> ADA</p> <p><input type="checkbox"/> Conspiracy</p> <p><input type="checkbox"/> EEO/HR</p> <p><input type="checkbox"/> FLSA</p> <p><input type="checkbox"/> FMLA</p> <p><input type="checkbox"/> Workers' Compensation</p> <p><input checked="" type="checkbox"/> Wrongful Termination</p> <p>INDEPENDENT PROCEEDINGS</p> <p><input type="checkbox"/> Assumption of Jurisdiction</p> <p><input type="checkbox"/> Authorized Sale</p> <p><input type="checkbox"/> Attorney Appointment</p> <p><input type="checkbox"/> Body Attachment Issuance</p> <p><input type="checkbox"/> Commission Issuance</p> | <p><input type="checkbox"/> Constructive Trust</p> <p><input type="checkbox"/> Contempt</p> <p><input type="checkbox"/> Deposition Notice</p> <p><input type="checkbox"/> Dist Ct Mtn Appeal</p> <p><input type="checkbox"/> Financial</p> <p><input type="checkbox"/> Grand Jury/Petit Jury</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Perpetuate Testimony/Evidence</p> <p><input type="checkbox"/> Prod. of Documents Req.</p> <p><input type="checkbox"/> Receivership</p> <p><input type="checkbox"/> Sentence Transfer</p> <p><input type="checkbox"/> Set Aside Deed</p> <p><input type="checkbox"/> Special Adm. - Atty</p> <p><input type="checkbox"/> Subpoena Issue/Quash</p> <p><input type="checkbox"/> Trust Established</p> <p><input type="checkbox"/> Trustee Substitution/Removal</p> <p><input type="checkbox"/> Witness Appearance-Compel</p> <p>PEACE ORDER</p> <p><input type="checkbox"/> Peace Order</p> <p>EQUITY</p> <p><input type="checkbox"/> Declaratory Judgment</p> <p><input type="checkbox"/> Equitable Relief</p> <p><input type="checkbox"/> Injunctive Relief</p> <p><input type="checkbox"/> Mandamus</p> <p>OTHER</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Friendly Suit</p> <p><input type="checkbox"/> Grantor in Possession</p> <p><input type="checkbox"/> Maryland Insurance Administration</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Specific Transaction</p> <p><input type="checkbox"/> Structured Settlements</p> |
|--|---|---|---|

CIVIL DIVISION
 APR 26 PM 12:12
 BALTIMORE CITY

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input checked="" type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input checked="" type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input checked="" type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Under \$10,000 | <input type="checkbox"/> \$10,000 - \$30,000 | <input type="checkbox"/> \$30,000 - \$100,000 | <input checked="" type="checkbox"/> Over \$100,000 |
| Medical Bills \$ <u> n/a </u> | | | |
| Wage Loss \$ <u> n/a </u> | | | |
| <input type="checkbox"/> Property Damages \$ <u> </u> | | | |

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- | | | | |
|----------------|---|--------------------------|---|
| A. Mediation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

(Case will be tracked accordingly)

- | | |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input checked="" type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

Expedited - Trial within 7 months
of Defendant's response

Standard - Trial within 18 months of
Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT
THE APPROPRIATE BOX BELOW.**

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- | | |
|--|---|
| <input type="checkbox"/> Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| <input type="checkbox"/> Civil-Short | Trial 210 days from first answer. |
| <input checked="" type="checkbox"/> Civil-Standard | Trial 360 days from first answer. |
| <input type="checkbox"/> Custom | Scheduling order entered by individual judge. |
| <input type="checkbox"/> Asbestos | Special scheduling order. |
| <input type="checkbox"/> Lead Paint | Fill in: Birth Date of youngest plaintiff _____. |
| <input type="checkbox"/> Tax Sale Foreclosures | Special scheduling order. |
| <input type="checkbox"/> Mortgage Foreclosures | No scheduling order. |

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| <input type="checkbox"/> Expedited (Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard (Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard (Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex (Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

April 26, 2018

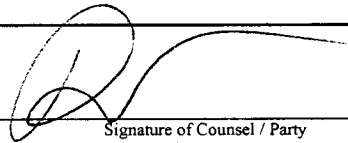
Date

5425 Wisconsin Ave, Suite 600

Address

Chevy Chase, MD 20815

City, State, Zip



Signature of Counsel / Party

Daniel E. Kenney

Printed Name