

Circuit Court for Baltimore County  
Case No. 03-K-17-002515

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 85

September Term, 2019

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PETER CABRAL

v.

STATE OF MARYLAND

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Graeff,  
Nazarian,  
Alpert, Paul E.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Nazarian, J.

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Filed: October 9, 2020

\* This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Peter Cabral is an investor, broker, and coin dealer. Over a period of years, Mr. Cabral received both coins and money from Dr. Stanley Cohn and agreed to serve as a broker and investor on Dr. Cohn's behalf. In the beginning of 2013, Mr. Cabral's net debt to Dr. Cohn totaled \$132,000, and he executed a promissory note in that amount. In 2014 and 2015, Dr. Cohn bought coins from two different auctions and sent them to Mr. Cabral to sell, with the expectation that they would split the profit. Mr. Cabral was unable to sell these coins and did not return them back to Dr. Cohn on request.

Mr. Cabral was charged with theft of currency over \$100,000, obtaining property or services by bad check, and financial exploitation of a vulnerable adult of property valued over \$100,000. The Circuit Court for Baltimore County acquitted him of all counts except financial exploitation. The jury found Mr. Cabral guilty of financial exploitation of a vulnerable adult and sentenced him to ten years, all but time served suspended, five years of supervised probation, and \$124,260 in restitution. Mr. Cabral argues on appeal that the evidence was insufficient to support a finding that he had the intent to deceive Dr. Cohn and to deprive Dr. Cohn of his property. This case may not be the prototype exploitation of a vulnerable adult, but we affirm the conviction.

## **I. BACKGROUND**

We take the background of this case from the evidence and testimony adduced at trial.

Dr. Cohn is a veterinarian and collected coins since childhood. In 2008, Dr. Cohn had a serious health scare, and while he was unconscious in the hospital, the doctors told

his wife that Dr. Cohn was likely to die and that she should get his affairs in order. His wife was able to deal with most of Dr. Cohn's affairs, but she had no idea what to do with his coin collection.

As Dr. Cohn recovered, he and his wife talked about his coin collection and decided to sell it. Dr. Cohn testified that he first found Mr. Cabral through Coin World, a publication and website for numismatists, and asked him to visit his house to look at his coin collection, which his friends had estimated was worth \$180,000.<sup>1</sup> On cross-examination, Dr. Cohn conceded that he probably met Mr. Cabral before June 2008, possibly at a coin show, when he purchased coins from Mr. Cabral for \$25,400. Dr. Cohn also asserts that he never received those coins.

In any event, Dr. Cohn contacted Mr. Cabral in November 2008, and sometime between the end of 2008 and the beginning of 2009, Mr. Cabral came from California to Dr. Cohn's house. They had a dinner meeting, which included Dr. Cohn, his wife, Mr. Cabral, and Mr. Cabral's associate. After the meeting, Dr. Cohn gave Mr. Cabral two coins worth \$32,000 as well as an additional 150 coins from his collection. According to Dr. Cohn, "the idea was that he was going to buy gold of some sort and basically, invest it like a broker for me, and he would be in touch and we would follow the value of this account." On cross-examination, the defense asked Dr. Cohn if he knew that the associate was the one who took Dr. Cohn's coins and that Mr. Cabral was acting as a middleman. Dr. Cohn

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<sup>1</sup> This figure was an estimate by Dr. Cohn's friends who, he testified, were more into collecting than he was.

did not know anything about their relationship but thought that Mr. Cabral's associate was his employee.

After the meeting, Mr. Cabral and Dr. Cohn emailed back and forth. Mr. Cabral would tell Dr. Cohn that he bought coins and that they would wait and see what would happen in the market. They also spoke about personal matters, and Dr. Cohn helped Mr. Cabral when his dog was sick. Throughout this time, Dr. Cohn understood that Mr. Cabral was his broker; Dr. Cohn had an open and running account, and Mr. Cabral was to take a percentage of the earnings from Dr. Cohn's investments. Dr. Cohn clarified on cross-examination that he expected Mr. Cabral to invest in gold and platinum as prices fluctuated and that he was not buying rare coins.

On September 27, 2010, Dr. Cohn turned 68. In 2011 and 2012, Dr. Cohn received \$95,000.00 in payments from Mr. Cabral. Dr. Cohn had not mentioned this to detectives when he first spoke to them, and he testified that he was "surprised" to hear this on direct examination.

In 2013, Mr. Cabral told Dr. Cohn that he wanted to buy a very valuable coin from a man in Arizona. Mr. Cabral indicated that the coin was worth over \$1 million and that he thought he could make a profit of \$200,000 from selling it, but he didn't have enough money to purchase it himself. Dr. Cohn didn't know how Mr. Cabral planned to make a profit but assumed that he and ProCoin, Mr. Cabral's company, knew how to make a profit on a transaction like this, so he sent Mr. Cabral a check for \$50,000. He testified that he sent this check because they were becoming better friends and that he wanted to help Mr.

Cabral purchase the coin.

At this point, Dr. Cohn recalled that Mr. Cabral owed him for the coin collection he took after their first meeting, worth approximately \$185,000.00, plus \$50,000.00 for the new coin. Dr. Cohn mentioned to Mr. Cabral that he would like to have a promissory note to memorialize this debt, and Mr. Cabral drafted one. Dr. Cohn explained at trial that he just wanted his money back and was tired of asking Mr. Cabral for it. Mr. Cabral had previously suggested investing in a hotel or stamps and bringing gold from Africa to be refined in New Jersey. These offers made Dr. Cohn nervous, and he just wanted to get his money back from Mr. Cabral and be done. The value on the promissory note was \$132,343.76, which Mr. Cabral calculated using the coins and check as well as the value of the gold and cash in Dr. Cohn's account. Mr. Cabral signed the note and agreed to repay the balance with eight percent interest by December 31, 2015.

The payments didn't flow as planned, and "after months of this," Dr. Cohn set up an account and asked Mr. Cabral to "send the money down." On both January 22, 2014, and January 27, 2014, Mr. Cabral sent checks for \$2,000. Both bounced. Mr. Cabral then sent a check for \$3,012, which included \$12 to cover the bad check fee. Dr. Cohn began to get suspicious, saying that "when you get a bounced check, you start to feel uncomfortable about who's sending it." They also disagreed about Mr. Cabral's debt. Even though there was a promissory note, the two argued over how many months and how much money Mr. Cabral was obligated to pay. Mr. Cabral also tried to figure out how much interest he owed. Dr. Cohn said that trying to get to an agreement with Mr. Cabral about the amount and the

schedule was like “hitting [his] head against the wall . . . .”

The charges at issue in this case arose from two sets of coins purchased at an auction in 2015: \$69,360 worth of coins from Alex Cooper and \$54,000 from Stack’s Bowers.<sup>2</sup> According to Dr. Cohn, Mr. Cabral told him that they would sell the coins and split the profit. This was something they had done before; he bought a coin for \$1,000, mailed it to Mr. Cabral, and received \$1,200, the amount he paid for the coin plus his half of the profit.

Dr. Cohn’s testimony about the events leading up to the auction varied somewhat. On direct, Dr. Cohn said that he bought the coins at Mr. Cabral’s request and that Mr. Cabral would have a buyer for them. On cross, Dr. Cohn said that before the auction, on March 22, 2015, Mr. Cabral and Dr. Cohn communicated over email about the coins Dr. Cohn was interested in buying. Dr. Cohn sent an email to Mr. Cabral listing coins he was interested in, and Mr. Cabral responded by telling him the highest amount that Dr. Cohn should spend on each. Dr. Cohn’s understanding was that Mr. Cabral “told [him] he had special software [] to look up the history of certain coins and certain types, so that he could determine, better than other people, since he was a dealer, what coins were really worth on auction, within limits.” On one of the coins that Dr. Cohn ultimately bought from Alex Cooper, Mr. Cabral wrote “out.” The defense asked Dr. Cohn on cross-examination what he understood that note to mean—if it meant that Mr. Cabral did not want that coin—and Dr. Cohn responded that he “wasn’t sure” and that he’s “still not sure.” Then, Dr. Cohn

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<sup>2</sup> The coin from Alex Cooper cost \$57,800, and the auction charged a 20% buyer’s premium of \$11,560. The coins bought from Stack’s Bowers also involved a buyer’s premium—\$3,850 on a coin bought for \$22,000 and \$4,550 on a coin bought for \$26,000.

said that Mr. Cabral did not direct him to buy the coins. Mr. Cabral did not tell Dr. Cohn he was going to sell them to a specific person or during a specific auction. The agreement was that Mr. Cabral would sell them, and they would split the profit. Dr. Cohn also acknowledged on cross-examination that it would be “unreasonable” to expect the price of a coin to double the next day or to think that he could sell the coin at a much different price than the price he paid.

Even so, the plan never bore fruit. On July 26, 2016, Mr. Cabral sent Dr. Cohn a check for \$10,000, but when Dr. Cohn went to deposit it, he learned that it was written on a frozen account. Detective Rogers later determined that the account had a balance of negative \$70.18, and there was never \$10,000 available in this account at any point. Dr. Cohn contacted Mr. Cabral about the bounced check, asked for another, and asked about the status of the coins bought from the auction. Mr. Cabral responded that he had sent the coins to another dealer, who had not responded. Dr. Cohn replied, “Well, that wasn’t really part of the deal.” Dr. Cohn testified on direct examination that “[t]here should have been a turnaround,” and Mr. Cabral “had people in mind for these coins.” But Dr. Cohn testified on cross that Mr. Cabral did not tell him that he had a specific buyer in mind.

Dr. Cohn called Mr. Cabral again after that and asked him if he had been able to sell the coins from the auctions, and he told Mr. Cabral that if he couldn’t sell the coins to send them back. Mr. Cabral said that he was both waiting for the other dealer and advertising the coins on the ProCoin website. And ultimately, Dr. Cohn never received any money from this deal, nor did Mr. Cabral return the coins.

In January 2017, Dr. Cohn met with Detective Larry Rogers of the Baltimore County Police Department. Dr. Cohn told Detective Rogers about the initial deal from 2008 where Mr. Cabral took \$185,000 worth of coins as well as the most recent transactions, specifically the auction purchases. In total, Dr. Cohn and the Detective calculated that Mr. Cabral owed Dr. Cohn \$359,691.38. Dr. Cohn told the Detective that Mr. Cabral had not paid him a dime, although he admitted on cross-examination that he “later found out that [he] was mistaken” and admitted receiving \$95,000 in payments from Mr. Cabral.<sup>3</sup>

The defense also called Detective Rogers to the stand at trial. At the time of the investigation, Detective Rogers was working in the Financial Crimes division. Detective Rogers first learned about Dr. Cohn’s case when he was contacted by the prosecutor about an alleged coin theft. When they first met, Dr. Cohn told the Detective about his decision to begin to liquidate his coin collection. Dr. Cohn gave him a list of coins that Mr. Cabral had taken after their first meeting at his house, the original collection that he valued at \$185,000. Detective Rogers took the value of \$185,000 figure on Dr. Cohn’s word because he viewed Dr. Cohn as “the coin expert, not me.” Dr. Cohn mentioned to the Detective that Mr. Cabral had brought another person, but Detective Rogers understood that Mr. Cabral left with the coins, not his associate. Detective Rogers did not put the associate in his report, he said, because he was never mentioned again, and Dr. Cohn did not even know his name. Dr. Cohn did not say anything about his interactions with Mr. Cabral before the meeting at

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<sup>3</sup> Dr. Cohn made one other mistake when telling the detective how much Mr. Cabral owed him—he included in the total a coin that he had purchased for his daughter that was never sent or intended to be sent to Mr. Cabral.



his house, where Dr. Cohn claimed that Mr. Cabral failed to send him the \$25,400 worth of coins that he bought from him.

Dr. Cohn also described the coins that he bought from the auctions and explained that he and Mr. Cabral planned to split the profit from selling them. Dr. Cohn told Detective Rogers that the coins he bought from Alex Cooper were sent to Mr. Cabral. Dr. Cohn told Detective Rogers that Mr. Cabral sent him, among others, a check for \$2,000 in 2014 that bounced and another for \$10,000 in 2016. He did not mention the earlier checks for \$30,000, \$15,000, \$30,000, or \$20,000. Detective Rogers said that he was unaware that Dr. Cohn had received over \$100,000 in payments from Mr. Cabral, and the banking records that Detective Rogers subpoenaed did not reveal them. He also acknowledged on cross-examination that he looked at the business records for ProCoin since 2008 or 2009, and he did not see in the banking records that Dr. Cohn's coins were deposited into ProCoin's inventory.

Detective Rogers attempted to calculate the total that Dr. Cohn was owed by looking online and in various books at the value of the coins, and he arrived at the total of \$359,000. He credited the figure of \$185,000 that Dr. Cohn gave him for the initial collection, the value of the promissory note, and purchase prices of the coins bought at auction. He also included the value of the bounced checks. He admitted in direct examination that he discovered that his initial number was a mistake. In addition to Dr. Cohn, Detective Rogers interviewed individuals at a coin show as a way of trying to learn how to trade, sell, and grade coins.

The defense next called John Keely. Mr. Keely was involved in a business that mined for gold in Nome, Alaska. Mr. Keely met Mr. Cabral two years earlier through another broker. Mr. Cabral arranged for Mr. Keely to meet some potential investors. Mr. Keely received a purchase agreement from a potential investor Mr. Cabral found and would have received two percent of the total price of the agreement, but the deal fell through and was never completed. Mr. Keely said that this was not due to any fault of Mr. Cabral.

The defense also called Kevin Glenn, a friend Mr. Cabral met in 2011. Mr. Glenn has also used Mr. Cabral's services when he purchased a gold coin that Mr. Cabral described as a worthwhile investment. He bought a few more coins following Mr. Cabral's advice, and "[he] got [his] money back on those and . . . made a little bit of money on it because of the price of gold." He also loaned Mr. Cabral \$40,000 in 2013. The loan was due in three months, with interest, but Mr. Cabral did not pay him back in full until fifteen months later, a total of about \$60,000. Mr. Glenn said that he believed Mr. Cabral is a trustworthy person. Mr. Glenn said on cross-examination that he did not know about the bounced checks Mr. Cabral sent to Dr. Cohn or the promissory note, but that they would not change his opinion about Mr. Cabral's reputation for truthfulness.

Sherwood Elkind testified for the defense as well.<sup>4</sup> Mr. Elkind had a janitorial business and met Mr. Cabral about eighteen years ago. The two met in 2002 or 2003 at a coin auction in Florida, and Mr. Cabral advised him on coins to purchase. He then sold the

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<sup>4</sup> Mr. Elkind took the stand after Dr. Cohn's direct examination, after the jury had left that day. The judge did not want to keep the jury, and Mr. Elkind had to leave the next day on a flight. His testimony was recorded and played for the jury during the defense's case.

coins to Mr. Cabral. He bought ten to twelve coins from Mr. Cabral, the most expensive for \$75,000 and the least expensive for \$5,000, and he sold all of them for profit. At one point, Mr. Elkind lent Mr. Cabral a coin to use as collateral for a loan. There were no terms on the deal, just that Mr. Cabral would pay him back hopefully within four to six months. Mr. Cabral repaid the loan in full, with interest. Mr. Elkind said that he thought Mr. Cabral was someone who paid back his debts and was trustworthy. He acknowledged on cross that it had been several years since he talked to Mr. Cabral and that he did not know anything about Mr. Cabral's other clients or about this case. And he said that if he had received a bounced check from Mr. Cabral that it would have "broken [his] trust in [Mr. Cabral]," but it never happened to him.

The defense moved for judgment of acquittal on all charges.<sup>5</sup> The court granted the motion as to theft of currency over \$100,000 and obtaining property or services by bad check. On the charge for financial exploitation of a vulnerable adult, the defense argued that even in a light most favorable to the State, there was no agreement as to whom the coins were to be sold, when they were to be sold, or for what price. The court ruled that there was sufficient evidence at least to create an issue about whether Mr. Cabral deceived Dr. Cohn "in his acceptance and agreement to resell [] several coins that were entrusted to him in February and April of 2015," the coins from the auctions at Alex Cooper and Stack's

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<sup>5</sup> The court did not rule on this motion for acquittal after the presentation of the State's case because they took Mr. Elkind's testimony out of order. The State is not contending that Mr. Cabral's sufficiency argument was waived by the absence of a motion after the State's case because it was the court's decision to delay the ruling.

Bowers. The judge ruled that the other dealings, including the promissory note and the \$50,000, did not constitute evidence of financial exploitation.

Mr. Cabral was convicted of financial exploitation of a vulnerable adult. He appeals. We supply additional facts as necessary below.

## II. DISCUSSION

Mr. Cabral raises one issue on appeal: is the evidence sufficient to sustain his conviction of financial exploitation? We answer this by analyzing whether “‘any rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt.’” *Spell v. State*, 239 Md. App. 495, 510 (2018) (quoting *Fuentes v. State*, 454 Md. 296, 307–08 (2017)). An appellate court doesn’t decide “‘itself whether it believes that the evidence at the trial established guilt beyond a reasonable doubt.’” *State v. Manion*, 442 Md. 419, 431 (2015) (quoting *Dawson v. State*, 329 Md. 275, 281 (1993)). We “‘view the State’s evidence, including all reasonable inferences to be drawn therefrom, in the light most favorable to the State.’” *Spell*, 239 Md. App. at 510 (quoting *Fuentes*, 454 Md. at 307). This Court’s role is not to retry the case, as the trial court had the opportunity to “‘observe first-hand the demeanor and to assess the credibility of witnesses during their live testimony . . . .” *Smith v. State*, 415 Md. 174, 185 (2010) (citing *Tarray v. State*, 410 Md. 594, 608 (2009)). “A conviction may rest on circumstantial evidence alone ‘when the circumstances, taken together, do not require the trier of fact to resort to speculation or mere conjecture.’” *Molina v. State*, 244 Md. App. 67, 153 (2019) (quoting *Morgan v. State*, 134 Md. App. 113, 124 (2000)).

**A. The Evidence Was Sufficient.**

Mr. Cabral argues that the evidence was insufficient to support his conviction for financial exploitation of a vulnerable adult because the State failed to prove two elements: (1) that he obtained the coins from Dr. Cohn by deception and (2) that he obtained them with the intent to deprive Dr. Cohn of his property. The State responds that a reasonable jury could find that when Mr. Cabral told Dr. Cohn to buy the coins and then never returned them that Mr. Cabral never intended to sell the coins and split the profit. Thus, Mr. Cabral obtained the coins through deception with the intent to deprive. Mr. Cabral counters that the State failed to prove deception. He argues there was no evidence that Dr. Cohn was misled. Mr. Cabral asserts that he planned to sell the coins, and there was no evidence that he did not attempt to do so. To the contrary, Dr. Cohn testified that not one of the coins were listed for sale on Mr. Cabral's website.

Mr. Cabral was convicted under Maryland Code (2002, 2012 Repl. Vol., 2020 Supp.), § 8-801(b)(2) of the Criminal Law Article ("CR"):

A person may not knowingly and willfully obtain by deception, intimidation, or undue influence the property of an individual that the person knows or reasonably should know is at least 68 years old, with intent to deprive the individual of the individual's property.

There is no dispute that since 2010, Dr. Cohn was over the qualifying age, and the State argues that Mr. Cabral deceived him, not that he intimidated him or exercised undue influence. Deception, as defined in the jury instructions and in CR § 7-101(b), can be proven in a variety of ways:

- (b)(1) “Deception” means knowingly to:
- (i) create or confirm in another a false impression that the offender does not believe to be true;
  - (ii) fail to correct a false impression that the offender previously has created or confirmed; [or]
  - . . . .
  - (vii) promise performance that the offender does not intend to perform or knows will not be performed[.]

Md. Code (2002, 2012 Repl. Vol.), CR §7-101(b).

“Given the subjective nature of intent, the trier of fact may consider the facts and circumstances of the particular case when making an inference as to the defendant’s intent.” *Manion*, 442 Md. at 434 (citing *Titus v. State*, 423 Md. 548, 564 (2011)). “[T]he trier of fact can infer from a defendant’s actions and the surrounding circumstances whether the defendant had the requisite intent.” *Id.* (quoting *Titus*, 423 Md. at 564). The statute makes it clear that “deception does not include puffing or false statements of immaterial facts and exaggerated representations that are unlikely to deceive an ordinary individual.” CR § 7-101(b)(2) (cleaned up). Failure to perform a promise can support a conviction, “so long as other evidence sufficient to permit the trier of fact to ascertain the defendant’s intent exists.” *Manion*, 442 Md. at 435.

This case does not present the typical vulnerable adult fact pattern. The two reported opinions applying this statute involved people with physical limitations or dementia that left them substantially or totally dependent on others, and defendants who exploited those limitations. That’s not exactly what happened here. Dr. Cohn qualifies as a vulnerable adult purely by virtue of his age—although he experienced some serious health issues in 2008,

there is no allegation that his cognitive or executive functioning was impaired or that he suffered from any other ailment or condition that limited his ability to make decisions for himself. *See Tarray*, 410 Md. at 600–01 (defendant was caregiver for paralyzed adult); *see Molina v. State*, 244 Md. App. 67, 83 (2019) (defendant was caregiver for wheelchair-bound adult who suffered from dementia). The exploitation of an adult by a caregiver is what “the General Assembly intended to address when it enacted the financial exploitation statutory scheme. As is common for many vulnerable adults, [the victim’s] cognitive impairment, caused by his worsening dementia and advanced age, prevented him from appreciating the financial abuse at the time.” *Molina*, 244 Md. App. at 85. Moreover, the caregivers in these other cases overtly misused the authority and opportunity their caregiving responsibilities gave them. In *Tarray*, for example, the defendant opened a bank account and authorized payments in the victim’s name without his knowledge, all while getting the victim to sign the checks. 410 Md. at 602. So too for the defendant in *Molina*, who also opened checking accounts in the victim’s name, deposited the victim’s money into her own account, and also had the victim buy her a vehicle. 244 Md. App. at 99.

Mr. Cabral points out, correctly, that Dr. Cohn is a man of some means and still cognitively and otherwise capable and that Mr. Cabral was his coin dealer or broker, not his caregiver. That difference undoubtedly frames the scope of the duty Mr. Cabral assumed to Dr. Cohn. But even if the caregiver situations in *Molina* and *Tarray* were what the General Assembly meant to target with this statute, *see Tarray*, 410 Md. at 600–01; *see Molina*, 244 Md. App. at 83, nothing in the statute requires that the victim and defendant

have a caregiver/patient relationship or that the adult *must* be physically or cognitively vulnerable. As long as the adult is “at least 68 years old,” he or she qualifies. CR § 8-801(b)(2). And so long as the evidence was sufficient to permit a jury to find that Mr. Cabral intended to deceive Dr. Cohn and to deprive Dr. Cohn of his property, the conviction stands.

Moreover, the State wasn’t required to produce direct evidence of Mr. Cabral’s intent—it is enough if the evidence allows a jury to infer his intent from the facts and circumstances. In *Molina*, we affirmed a conviction grounded in a jury inferring deception. Shortly after the defendant began caring for the victim, the victim withdrew \$50,000 from his bank account rather than his normal-monthly draw of \$5,000. 244 Md. App. at 158. The defendant had the victim withdraw this amount more than once, which lead the State to argue that the defendant misled the victim into authorizing the same purchase on multiple occasions. *Id.* at 158–59. The defendant told the victim that he had to purchase a house before he could see it, which the defendant knew was untrue. *Id.* at 159. And she told the victim that the house would accommodate his disabilities, yet the house had stairs and was inaccessible because the victim was wheelchair bound. *Id.*

In *State v. Manion*,<sup>6</sup> the Court of Appeals explained that although theft by deception cannot be inferred solely from nonperformance, it can, “in part, [depend] upon the

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<sup>6</sup> *Manion* involved theft by deception, not financial exploitation of a vulnerable adult, but theft by deception requires proof of intent to deceive and intent to deprive, just as financial exploitation does. *See Manion*, 442 Md. App. at 433; *see also* CR § 7-104(b) (criminalizing theft by deception).



defendant’s failure to perform, so long as the other evidence [is] sufficient to permit the trier of fact to ascertain [that] the defendant’s intent exists.” 442 Md. at 434–35. The Court held that a reasonable jury could find that the defendant intended to deceive his victims (homeowners who contracted him to perform work on their houses) because he told the homeowners falsely that he was a licensed contractor—providing a sheet of paper that had license numbers and listed entities through which he claimed to be licensed, bonded, and insured—and a licensed electrician. *Id.* at 437. A reasonable jury could find an intent to deprive, the Court held, because the defendant failed to complete, or even begin, the projects he was contracted for, *id.*, and he provided a number of false excuses for not completing the work, including having to leave the country for a funeral, saying that his delivery driver was in a fatal accident, needing to take someone to the hospital for a spider bite, and claiming that he got measles during the outbreak in Southern Maryland. *Id.* at 438–39. This was more than just a failure to perform—the evidence, “when viewed collectively in the context of this case, support[ed] a reasonable inference that Manion entered into the [] contracts with the intent to deprive each of the [victims] of their property.” *Id.* at 439.

The evidence adduced at trial in this case didn’t include direct evidence of Mr. Cabral’s intent to deceive Dr. Cohn or deprive him of his property, but we agree with the State that the evidence was sufficient to allow a jury to infer the intent elements from the parties’ interactions and transactions. Although this case doesn’t feature the caregiver/dependent dynamic that others do, there is a considerable disparity in knowledge

and expertise between Mr. Cabral and Dr. Cohn that, a jury could infer, influenced Dr. Cohn to enter into these deceptive transactions. Dr. Cohn testified that he bought the coins at the two auctions because he believed that Mr. Cabral would have a buyer for them, and the two of them would be able to sell them and make a profit. He expected that “[t]here should have been a turnaround” and that Mr. Cabral “had people in mind for these coins.” It’s true, as Dr. Cohn acknowledged on cross-examination, that he made the decision to buy the coins, but he did so based on an understanding about how the transactions were meant to proceed:

[DEFENSE ATTORNEY]: So, let me ask you the question that [the prosecutor] asked yesterday, but you did not answer. Did he direct you to buy these coins?

MR. COHN: No.

. . . .

[DEFENSE ATTORNEY]: And when you sent him [the coins from the auction], [ ] this was more money that he was gonna owe you?

MR. COHN: Yes. But he had the potential of getting money for these coins. He could make a profit from them.

[DEFENSE ATTORNEY]: Did he tell you he was gonna sell them to a specific person?

MR. COHN: No.

[DEFENSE ATTORNEY]: Did he tell you he was gonna sell them at a specific auction?

MR. COHN: No.

[DEFENSE ATTORNEY]: Did he tell you what exactly he was gonna do with them at all?

MR. COHN: It was – he was gonna sell them at a profit and we were gonna split the profit.

There is enough here that a jury could find that Mr. Cabral never meant to perform these transactions but meant instead to deceive Dr. Cohn into entering in a transaction when he otherwise wouldn't and, as a result, to deprive him of the coins or their value. In the years preceding the transactions at issue, Mr. Cabral told Dr. Cohn that he could make a profit of \$200,000 on a coin, but he didn't have the money to buy it. Dr. Cohn sent him \$50,000,<sup>7</sup> but the profits never materialized. Mr. Cabral memorialized his debt to Dr. Cohn in a promissory note but made almost none of the payments, bounced many of the payments he did make, and disputed how much interest was due. That all served as a prelude to the transactions at issue, in which Dr. Cohn bought coins at two different auctions to send to Mr. Cabral. Although Dr. Cohn did say on cross-examination that Mr. Cabral did not tell him to buy the coins and never claimed to have a specific buyer in mind, the undisputed purpose was for Mr. Cabral to sell the coins and for the two of them to split the profit. Dr. Cohn held up his end of the bargain, but Mr. Cabral didn't. He sent a few payments, but it was never clear if they were for the coins from the auction or payments on the promissory note—he never accounted for the coins themselves. Eventually, Dr. Cohn asked for the coins back if Mr. Cabral could not sell them, but Mr. Cabral produced neither coins nor payment.

This case is a close one, especially as to whether Mr. Cabral intended to deprive Dr. Cohn of his property. There certainly was evidence that Mr. Cabral attempted to follow

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<sup>7</sup> The trial judge clarified in the motion for judgment that Dr. Cohn did this of his own volition, and this deal did not qualify as financial exploitation of a vulnerable adult.

through with the transactions, and he never specifically deceived Dr. Cohn about the time frame or buyer of a potential sale. But that's due in some measure to the fact that the details were left vague. Even if we focus only on the representations Mr. Cabral made, that he would sell the coins and split the profits with Dr. Cohn, the jury could infer both from the testimony about these transactions and their overall course of dealing that Mr. Cabral never meant to perform, that his failure to sell or return the coins or pay their value proved his intent to deprive Dr. Cohn of them. The evidence didn't compel that conclusion, but it was sufficient to support the conviction.

**JUDGMENT OF THE CIRCUIT COURT  
FOR BALTIMORE COUNTY AFFIRMED.  
APPELLANT TO PAY COSTS.**