UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

Case No. 66 September Term, 2014
Case No. 1758 September Term, 2014

CONSOLIDATED CASES

HONORABLE JOHN P. MORRISSEY, ET AL.

v.

4 ACES BAIL BONDS, ET AL.

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4 ACES BAIL BONDS, ET AL.

v.

HONORABLE JOHN P. MORRISSEY, ET AL.

Berger,
Reed,
Rodowsky, Lawrence F.
(Retired, Specially Assigned),
JJ.

Opinion by Berger, J.

Filed: March 2, 2016

On June 7, 2013, appellants, 4 Aces Bail Bonds, Inc., Financial Casualty and Surety Co. ("Financial Casualty"), and Continental Heritage Insurance Co. ("Continental") (collectively, "Four Aces"), filed a complaint against appellees, the Honorable Ben C. Clyburn, Roberta Warnken, and the District Court of Maryland (collectively "the District Court"), in the Circuit Court for Baltimore City. In its complaint, Four Aces challenged the District Court's interpretation of Maryland Rule 4-217, and sought relief in the form of a writ of mandamus, an injunction, and a declaratory judgment. Further, Four Aces sought, and was granted, a preliminary injunction prohibiting the District Court from enforcing its interpretation of the Maryland Rule against Four Aces until the matter was resolved.

The District Court appealed the order granting Four Aces a preliminary injunction. Thereafter, on November 1, 2013, Four Aces filed a second amended complaint. The District Court filed a motion to dismiss the second amended complaint, or alternatively, a motion for summary judgment on December 9, 2013. On October 8, 2014, the circuit court issued a memorandum opinion and order granting the District Court's motion to dismiss the second amended complaint.

On appeal, the District Court challenges the grant of a preliminary injunction in Four Aces' favor. Four Aces has since moved, however, for the District Court's appeal to be dismissed. In a separate consolidated appeal, Four Aces challenges the grant of the District

Court's motion to dismiss the second amended complaint. Specifically, Four Aces presents two issues for our review,[1] which we rephrase as follows:

1. Whether the circuit court erred in finding that the District Court's enforcement of previously closed bail bond forfeitures was consistent with Maryland law.

2. Whether the circuit court erred in granting the District Court's motion to dismiss Four Aces' claims for mandamus, injunctive relief, and a declaratory judgment.

We shall affirm the judgment of the Circuit Court for Baltimore City dismissing Four Aces' claim for mandamus and injunctive relief. We shall, however, remand this case with instructions that the circuit court declare the rights of Four Aces consistent with this opinion. We further grant Four Aces' motion to dismiss the District Court's appeal of the issuance of the preliminary injunction as moot.

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[1] The issues, as presented by Four Aces, are:

1. Did the Circuit Court Err in Finding Appellees' Retroactive Application of Policies and Procedures Reopening Previously Closed Bond Forfeitures Lawful and Consistent with the Relevant Law when Appellees' Actions Violate the Clear Intent of Rule 4-217, Impair Appellants' Vested Rights, Violate Appellants' Procedural Due Process Rights, and Violate the Equitable Estoppel Doctrine?

2. Did the Circuit Court Err in Dismissing Appellants' Second Amended Complaint Where the Complaint Properly Sets Forth Well-Pleaded Claims for Writ of Mandamus, Injunctive Relief, and Declaratory Relief?

FACTUAL AND PROCEDURAL BACKGROUND

Four Aces is in the business of acting as an authorized surety for criminal defendants who make bail bonds. A bail bond is "a written obligation of a defendant, with or without a surety or collateral security, conditioned on the appearance of the defendant as required and providing for the payment of a penalty sum according to its terms." Md. Rule 4-217(b)(1). For its service as a surety, and in consideration for the risks it assumes by exposing itself to liability for the amount of the bond should the defendant abscond, Four Aces collects fees from defendants that it retains whether or not the defendant appears in court as pledged.

If a defendant fails to appear in court when required, the court issues a warrant for the defendant's arrest and orders the forfeiture of the bail bond. Md. Rule 4-217(i)(1). After a defendant fails to appear, the surety has a grace period of 90 days, or 180 days if the court extends the time, to satisfy the forfeiture by either producing the defendant in court or paying the penalty sum of the bond before the court will collect the forfeited bond. Md. Rule 4-217(i)(2). Prior to October of 2011, even after the 90 or 180 days had expired, the court was required to strike out a forfeiture of bail or collateral if the defendant appeared in court, regardless of whether the surety ever actually paid the forfeiture's penalty sum.

Maryland Rule 4-217(d) further requires the District Court to maintain a list of "all surety insurers who are in default, and have been for a period of 60 days or more, in the payment of any bail bond forfeited in any court in the State." Md. Rule 4-217(d)(1). If a surety is placed on that list, the surety is not permitted to guarantee any bonds made by defendants before the court.

Prior to October of 2011, if a surety failed to satisfy the order of forfeiture by either producing the defendant or paying the penalty, the surety was not placed on the default list because the forfeiture could be struck if the defendant subsequently appeared. In October of 2011, the General Assembly amended the relevant section of the Criminal Procedure Article that previously permitted a surety to strike a forfeiture upon the mere return of a defendant. Notwithstanding the change in the statute, the District Court continued its policy of not placing forfeited bonds on the default list after the 90 or 180 days had expired because the Maryland Rule still permitted a forfeiture to be struck even if the bond was never paid. Md. Rule 4-217(i)(5) (effective Jan. 1, 2009). In 2013, the Maryland Rules were amended to be consistent with the 2011 amendment to the Criminal Procedure Article. Md. Rule 4-217(i)(5). Thereafter, the District Court determined that since 2011 it had been closing forfeitures, in error, upon the mere return of a defendant without having received the surety's payment on the bond. Accordingly, on September 4, 2013, the District Court sent a letter to all sureties, including Four Aces, stating that:

> District Court systems have been changed to discontinue closures of bond forfeitures when a defendant is produced in court after the allowed 90 days (180 days if extension was granted). The clerk will enter a judgment in the bond forfeitures that were closed in error without judgments, and the forfeitures will appear on the Absolute Forfeitures in Default Report.

The effects of these changes were that, unlike prior to 2011 when a surety could operate in a perpetual state of default without consequence until a defendant appeared, now if a surety defaults 60 days after the period of time permitted to have the forfeiture struck or

satisfied, that surety is prohibited from acting as a surety for future defendants. Moreover, forfeitures that had been deemed closed because the defendant had subsequently appeared, albeit after the 90- or 180-day period allowed under the rules, were determined to be in default.

Four Aces alleges that it had approximately 141 outstanding bond forfeiture cases that had not been satisfied or struck, but nevertheless deemed closed, between the period when the criminal procedure statute was amended and the time the Maryland Rule was amended to be consistent with the statute.[2] Four Aces further avers that under the District Court's updated policy it owes approximately $1.428 million in forfeited bond judgments that were previously closed, and as a result, is in default. Additional facts will be discussed as necessitated by the issues presented.

DISCUSSION

I. Standard of Review

Under Maryland Rule 2-322(b)(2), a defendant may seek a dismissal of a complaint if the complaint fails "to state a claim upon which relief can be granted." Indeed,

> "[t]he proper standard for reviewing the grant of a motion to dismiss is whether the trial court was legally correct. In reviewing the grant of a motion to dismiss, we must determine whether the complaint, on its face, discloses a legally sufficient cause of action." In reviewing the complaint, we must "presume the truth of all well-pleaded facts in the complaint, along with any reasonable inferences derived therefrom." "Dismissal is

[2] At oral argument the parties advised us that none of the 141 bonds were written before October of 2011.

> proper only if the facts and allegations, so viewed, would nevertheless fail to afford plaintiff relief if proven."

Higginbotham v. Pub. Serv. Comm'n of Md., 171 Md. App. 254, 265-66 (2006) (quoting *Britton v. Meier*, 148 Md. App. 419, 425 (2002)). "When moving to dismiss, a defendant is asserting that, even if the allegations of the complaint are true, the plaintiff is not entitled to relief as a matter of law." *Heist v. E. Sav. Bank, FSB*, 165 Md. App. 144, 148 (2005). Accordingly, we will review Four Aces' complaint to determine whether the allegations presented satisfy the elements necessary to obtain the relief sought. In so doing, we will accept as true the factual allegations made in the complaint, but we review the legal premises upon which Four Aces' relief is sought *de novo*.

In the present action, Four Aces seeks relief in the form of mandamus, injunctive relief, and a declaratory judgment. Four Aces' claims for a writ of mandamus and injunctive relief are premised on the assertion that the District Court's policy of reclassifying previously closed forfeiture cases as defaults is contrary to law. Accordingly, in reviewing the circuit court's grant of the District Court's motion to dismiss, we accept Four Aces' factual allegations, but we review *de novo* whether the allegations presented amount to a violation of the rules governing the forfeiture of bail bonds.

II. Both CP § 5-208 and the Present Version of Md. Rule 4-217 Require a Surety to Have First Paid a Forfeited Bond Before a Forfeiture May Be Struck.

Four Aces argues that Md. Rule 4-217 should not be interpreted to limit the resolution of a forfeiture exclusively to instances when the forfeiture has been satisfied or struck. Additionally, Four Aces argues that if the rule is interpreted in such a manner, then that

interpretation should not apply retroactively to the forfeitures that the District Court deemed closed between 2011 and 2013. The District Court avers that although its reliance on Md. Rule 4-217 between 2011 and 2013 was erroneous, Four Aces was nevertheless bound to comply with the provisions of Md. Code (2001, 2008 Repl. Vol., 2015 Suppl.), § 5-208(b)(2)(ii) of the Criminal Procedure Article ("CP"). For the reasons stated herein, we agree with the District Court.

A. The Current Md. Rule 4-217 Requires a Surety to Have First Paid a Forfeited Bond Before a Forfeiture May Be Struck.

We begin our analysis by observing the structure of the Maryland Rule governing the forfeiture of bail.

> [A] bail bond is a contract of suretyship: a tripartite agreement among a principal obligor, his obligee, and a surety. It is a direct and original undertaking under which the surety is primarily or jointly liable with the principal obligor and, therefore, responsible at once if the principal obligor fails to perform. Indeed, a surety ordinarily is bound with his principal by the same instrument, executed at the same time, and on the same consideration. Thus, a bail bond is an undertaking by the bondsman to furnish bail on behalf of the defendant, as well as a contract with the State, under which the bondsman is obligated to assure the appearance of the defendant in court as required.

Wiegand v. State, 363 Md. 186, 197-98 (2001) (quotations and citations omitted). The District Court's taking, and subsequent discharge or forfeiture, of a bond is governed by CP §§ 5-205 through 5-208. Specifically, with regard to the court's duty to strike the forfeiture of bail, CP § 5-208 provides:

> The court shall strike out a forfeiture of bail or collateral and deduct only the actual expenses incurred for the defendant's arrest, apprehension, or surrender, if:
>
> > 1. the surety paid the forfeiture of bail or collateral during the period allowed for the return of the defendant under subparagraph (i) of this paragraph;
> >
> > 2. the defendant is returned; and
> >
> > 3. the arrest, apprehension, or surrender occurs more than 90 days after the defendant's failure to appear or at the end of the period that the court allows to return the defendant.

CP § 5-208.

The Maryland Rule regulating the same subject echoes, in large part, the requirements set forth under the Criminal Procedure Article, except in more detail.[3] Under the Maryland Rules, after a bond has been executed and taken pursuant to Md. Rule 4-217 (c), and (g), the surety will remain liable on the instrument until the instrument is discharged, or the bond is forfeited and that forfeiture has either been struck or satisfied. Md. Rule 4-217(i), and (j). If a forfeited bond is neither struck nor satisfied, an enforceable judgment is entered against the surety. Md. Rule 4-217(i)(4). The Maryland Rule governing the forfeiture of bail provides:

[3] This, of course, has not always been the case. The Maryland Rules and the provisions of the Criminal Procedure Article with respect to bail bonds now read in harmony with each other. As we will observe in Part II(B), *infra*, in 2011 the Criminal Procedure Article was amended, which created a conflict between the authorities until the Maryland Rule was amended to be consistent with the Criminal Procedure Article in 2013.

> (i) **Forfeiture of bond.** (1) On defendant's failure to appear – Issuance of warrant. If a defendant fails to appear as required, the court shall order forfeiture of the bail bond and issuance of a warrant for the defendant's arrest. The clerk shall promptly notify any surety on the defendant's bond, and the State's Attorney, of the forfeiture of the bond and the issuance of the warrant.
>
> (2) Striking out forfeiture for cause. If the defendant or surety can show reasonable grounds for the defendants's failure to appear, notwithstanding Rule 2-535, the court shall (A) strike out the forfeiture in whole or in part; and (B) set aside any judgment entered thereon pursuant to subsection (4)(A)(of this section, and (C) order the remission in whole or in part of the penalty sum paid pursuant to subsection (3) of this section.
>
> (3) Satisfaction of forfeiture. Within 90 days from the date the defendant fails to appear, which time the court may extend to 180 days upon good cause shown, a surety shall satisfy any order of forfeiture, either by producing the defendant in court or by paying the penalty sum of the bond. If the defendant is produced within such time by the State, the court shall require the surety to pay the expenses of the State in producing the defendant and shall treat the order of forfeiture satisfied with respect to the remainder of the penalty sum.
>
> (4) Enforcement of forfeiture. . . .
>
> (5) Subsequent appearance of defendant. When the defendant is produced in court after the period allowed under subsection (3) of this section, the surety may apply for the refund of any penalty sum paid in satisfaction of the forfeiture less any expenses permitted by law. The court shall strike out a forfeiture of bail or collateral and deduct only the actual expense incurred for the defendant's arrest, apprehension, or surrender provided that the surety paid the forfeiture of bail or collateral during the period allowed for the return of the defendant under subsection (3) of this section.

Md. Rule 4-217.

In the present action, Four Aces challenges the permissible means by which a forfeited bond may be resolved. These two authorities create a construct where, upon the forfeiture of bail, the forfeiture may either be "satisfied" or "stricken" by a court. CP § 5-208; Md. Rule 4-217(i). Four Aces, however, argues that there is a third means by which a forfeiture of bail may be resolved. Four Aces asserts that after a bond has been forfeited, if the defendant is produced at any time after the 90- or 180-day period after the forfeiture, the forfeiture may be "deem[ed] closed." Indeed, Four Aces avers that closing a forfeiture should happen automatically upon production of the defendant at any time, and that "closing" a forfeiture is the functional equivalent of striking a forfeiture. Our research--thorough we trust--has been unable to locate a means by which the act of closing a forfeiture can be compatible with the procedural construct set forth in CP § 5-208 or Md. Rule 4-217. Accordingly, we reject Four Aces' argument that the District Court may deem forfeiture cases "closed" after 90 or 180 days upon the mere return of a defendant.

When petitioned to strike a forfeiture of bail on the grounds that the procurement of a defendant outside the United States would be unreasonably difficult, "[w]e emphasize[d] that there are but three ways in which the surety's obligation may be discharged: act of God, act of the obligee, act of law." *Fred W. Frank Bail Bondsman, Inc. v. State*, 99 Md. App. 227, 232 (1994). In most cases, the discharge of the surety's obligation is brought about through an act of law, that is, under the provisions of the Criminal Procedure Article and the Maryland Rules. Here, however, the act of "closing" a forfeiture is not authorized in the Criminal Procedure Article or the Maryland Rules. Four Aces concedes so much when it

avers that "[n]owhere does Maryland Rule 4-217, or any other statute, discuss a procedure for 'deemend closure' of forfeited bonds." Nevertheless, Four Aces argues that in the absence of authority prohibiting the "closure" of forfeited bonds, the District Court's former practice of closing forfeiture cases permits them to do so. Four Aces' argument, however, ignores our precedent which only permits the discharge of a surety's bail bond obligation upon an affirmative basis in law upon which to discharge that obligation.

Moreover, the alternative avenue to recover forfeited bail that Four Aces advocates here would undermine the purpose of bail and render superfluous other provisions of Md. Rule 4-217. Indeed, in reviewing the provisions of Md. Rule 4-217, "we 'read the statute[4] as a whole to ensure that no word, clause, sentence or phrase is rendered surplusage, superfluous, meaningless or nugatory.'" *Fisher v. E. Corr. Inst.*, 425 Md. 699, 706 (2012) (alteration omitted) (quoting *Moore v. State*, 424 Md. 118, 127 (2011)). To illustrate, Md. Rule 4-217(i)(5) permits a surety to obtain a refund and strike the forfeiture of bail "provided that the surety paid the forfeiture of bail or collateral" within the 90 or 180 days. To permit a forfeiture to be "deemed closed" upon the defendant's appearance at any point would, in effect, read the necessary condition that a surety have had initially paid the amount of the forfeited bond out of the rule. Accordingly, we reject Four Aces' efforts to interpret this rule in a manner that would render the second clause of Md. Rule 4-217(i)(5)

[4] "'The principles applied to statutory interpretation are also used to interpret the Maryland Rules.'" *Lisy Corp. v. McCormick & Co., Inc.*, 445 Md. 213, 221 (2015) (alteration omitted) (quoting *Duckett v. Riley*, 428 Md. 471, 476 (2012)).

meaningless. Moreover, the prior payment required under the Maryland Rule is further evidenced by the fact that under Md. Rule 4-217(i)(5), a surety may apply for a "refund of any penalty sum paid."

Our interpretation of Md. Rule 4-217 is buttressed by the fact that,

> [t]he purpose of the bond or security is to secure a trial, its object being to combine the administration of justice with the convenience of a person accused, but not proved, to be guilty. If the accused does not appear the bail may be forfeited, not as a punishment to the surety or to enrich the Treasury of the State, but as an incentive to have the accused return or be returned to the jurisdiction of the court.

Irwin v. State, 17 Md. App. 518, 524 (1973).

For the reasons stated herein, we reject Four Aces' assertion that in addition to discharging or striking a forfeiture, there is some alternative means by which a surety may be relieved of their obligation on a bail bond. Stated differently, deeming a bail bond closed is neither an "act of God, act of the obligee, [nor an] act of law." *Fred W. Frank Bail Bondsman, Inc., supra*, 99 Md. App. at 232. Moreover, Four Aces' interpretation would render the second clause of Md. Rule 4-217(i)(5) superfluous. Finally, we decline to interpret this rule in a manner that would disincentivize Four Aces from performing in accordance with the promises it made pursuant to its bonds in contradiction to the purposes of Md. Rule 4-217. *Irwin*, *supra*, 17 Md. App. at 524. We, therefore, hold that Md. Rule 4-217 requires that a defendant be produced, and a surety pay the amount of its bond within 90 or 180 days of forfeiture before the forfeiture may be struck pursuant to Md. Rule 4-217(i)(5).

B. Four Aces' Bonds Were Not Discharged Under Md. Rule 4-217 Between 2011 and 2013.

Four Aces further argues that even if the construction of the current Md. Rule 4-217 does not permit a forfeiture to be "deemed closed," the circuit court nevertheless erred by applying the 2013 revisions to the rule retroactively to bonds issued prior to 2013. The District Court, for its part, contends that assuming, *arguendo*, that the prior interpretation of Rule 4-217 permitted a surety to discharge its obligation on a forfeited bond by means other than satisfaction or a strike, a surety was nonetheless bound by the language of the Maryland Code. In essence, the District Court contends that it was not applying the 2013 revisions to the Maryland Rule retroactively to previously closed forfeiture cases. Rather, the District Court asserts that it was enforcing the provisions of a statute that controlled at all times since its enactment in 2011. We agree with the District Court, and hold that even if the Maryland Rules might have recognized striking a forfeiture upon the mere production of the defendant, the provisions of CP § 5-208 prevailed so as to require the surety to have actually paid the amount of the forfeited bond before the forfeiture could be struck.

Generally, when "'the Maryland Rules deal with the same subject matter as a statute, the relevant rules and statutes are to be construed so as to harmonize with each other and not produce an unreasonable result.'" *Battley v. Banks*, 177 Md. App. 638, 650-51 (2007) (alteration omitted) (quoting *Davis v. Mills*, 129 Md. App. 675, 678-79 (2000)). When, however, the provision of a statute and a Maryland Rule conflict, "the provisions of a statute trump the provisions of a Rule so long as the statute was, as in this case, enacted later than

the rule." *Powell v. Breslin*, 195 Md. App. 340, 357 (2010). In the 2011 legislative session, the General Assembly passed House Bill 682 which amended CP 5-208(b)(2)(ii) and now reads:

> The court shall strike out a forfeiture of bail or collateral and deduct only the actual expenses incurred for the defendant's arrest, apprehension, or surrender, if:
>
> > 1. the surety paid the forfeiture of bail or collateral during the period allowed for the return of the defendant under subparagraph (i) of this paragraph;
> >
> > 2. the defendant is returned; and
> >
> > 3. the arrest, apprehension, or surrender occurs more than 90 days after the defendant's failure to appear or at the end of the period that the court allows to return the defendant.

CP § 5-208(b)(2)(ii); *Fin. Cas. Ins. Co. v. State*, 212 Md. App. 248, 254 n.6 (2013).

Notwithstanding the express language of CP § 5-208(b)(2)(ii)(1) expressly requiring the surety to have paid the bond amount before a forfeiture may be struck under that provision, Four Aces argues that between 2011 and 2013 the surety's payment is merely a sufficient condition that created a means by which a forfeiture could have been struck, and not a necessary condition that must have occurred before forfeited bail may be discharged. Further, Four Aces avers that CP § 5-208(b)(2)(ii) was never intended to be the exclusive means by which a forfeiture of bail could be struck. Employing this narrow construction of CP 5-208(b)(2)(ii), Four Aces argues that the statute and Md. Rule 4-217(i) were applied simultaneously without conflict, thereby providing an alternative means by which it could

seek to strike a forfeiture. Stated differently, Four Aces argues that it had a right to have a forfeiture struck when either CP § 5-208(b)(2)(ii) or Md. Rule 4-217(i) were satisfied. The District Court advances a broad interpretation of the limiting conditions expressed in CP § 5-208(b)(2)(ii) that would preclude a court from striking forfeitures that were not permitted under the statute but nevertheless permissible under Md. Rule 4-217(i) as it existed between 2011 and 2013.

As an initial matter, we are reminded that a bail bond is a contract for a suretyship. *Wiegand*, *supra*, 363 Md. at 197. Generally, "'[t]his contract is a direct and original undertaking under which the surety is primarily or jointly liable with the principal obligor and therefore is responsible at once if the principal obligor fails to perform.'" *Mercy Med. Ctr., Inc. v. United Healthcare of the Mid-Atlantic, Inc.*, 149 Md. App. 335, 357 (2003) (quoting *Gen. Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 259 (1985)). Accordingly, under the typical suretyship agreement the surety becomes liable at the moment when the principal obligor fails to perform in accordance with the contract. *Id.* Section 5-208, however, modifies the terms of the contract by excusing immediate forfeiture with a grace period under the specified conditions contained therein. *See* CP § 5-208. Absent any statutory condition delaying the surety's liability on the bond, however, the default terms of any contract for a suretyship--that is, liability upon the principal obligor's default--apply. The question, then, is whether bail bonds that have been "deemed closed" by the District Court should be excused from immediate forfeiture under CP § 5-208.

> The goal of statutory construction is to discern and carry out the intent of the Legislature. [We have] summarized this quest, based on [the Court of Appeals'] past decisions, as one that requires an examination of the statutory text in context, a review of legislative history to confirm conclusions or resolve questions from that examination, and a consideration of the consequences of alternative readings. "Text is the plain language of the relevant provision, typically given its ordinary meaning, viewed in context, considered in light of the whole statute, and generally evaluated for ambiguity. Legislative purpose, either apparent from the text or gathered from external sources, often informs, if not controls, our reading of the statute. An examination of interpretive consequences, either as a comparison of the results of each proffered construction, or as a principle of avoidance of an absurd or unreasonable reading, grounds the court's interpretation in reality." *Town of Oxford v. Koste*, 204 Md.App. 578, 585-86, 42 A.3d 637 (2012), *aff'd*, 431 Md. 14, 63 A.3d 582 (2013) (citations omitted).

Blue v. Prince George's Cnty, 434 Md. 681, 689 (2013).

"We begin by looking to the plain language of the provision with a goal of 'discern[ing] the legislative purpose, the ends to be accomplished, or the evils to be remedied by a particular provision, be it statutory, constitutional or part of the Rules.'" *Fuller v. Republican Cent. Comm. of Carroll Cnty.*, 444 Md. 613, 629 (2015) (alterations in original) (quoting *Davis v. Slater*, 383 Md. 599, 605 (2004)). Further, we

> do not read statutory language in a vacuum, nor do we confine strictly our interpretation of a statute's plain language to the isolated section alone. Rather, the plain language must be viewed within the context of the statutory scheme to which it belongs, considering the purpose, aim, or policy of the Legislature in enacting the statute.

Williams v. Peninsula Reg'l Med. Ctr., 440 Md. 573, 580-81 (2014) (quoting *Lockshin v. Semsker*, 412 Md. 257, 275-76 (2010)).

In this case, we observe that the text of CP § 5-208(b) provides two alternative means by which a forfeiture of bail may be struck. First, the forfeiture of bail may be struck and the bail bond discharged "if the defendant can show reasonable grounds for the defendant's failure to appear," regardless of whether the forfeited bail had been paid. CP § 5-208(b)(1). Secondly, a forfeiture may also be struck if: (1) the surety has paid the forfeiture of bail or collateral during the period allowed for the return of the defendant; (2) the defendant is returned; and (3) the defendant is returned after the period allowed for the return of the defendant. CP § 5-208(b)(2).

Although the text of CP § 5-208(b)(2) does not expressly purport to be the exclusive exception to the general rule -- that a surety becomes liable on the principal obligor's failure to perform at once -- section 5-208's incompatibility with other potential means of abrogating the general rule renders it the exclusive means that a surety's obligation on a bail bond may be delayed upon the principal obligor's failure to perform. As we observed in Part II(A), *supra*, "we 'read the statute as a whole to ensure that no word, clause, sentence or phrase is rendered surplusage, superfluous, meaningless or nugatory.'" *Fisher*, *supra*, 425 Md. at 706 (alteration omitted) (quoting *Moore*, *supra*, 424 Md. at 127). When observed in the context of the entire statute, it is apparent that the "closure" of forfeited bonds is necessarily inconsistent with CP § 5-208. For example, Four Aces' interpretation would undermine the express provision of subsection (b)(1) of the statute, thereby rendering irrelevant the requirement that a defendant articulate reasonable grounds for his failure to appear if forfeiture is to be avoided after the time prescribed in that statute. Indeed, the provisions of

CP § 5-208(b)(2) are so expansive that they, in effect, repeal the conflicting provision of Md. Rule 4-217. Accordingly, the plain meaning of CP § 5-208(b)(2)(ii), when read in the context of that entire section, does not support Four Aces' position that the satisfaction of subsection (b) is merely a sufficient, rather than a necessary, condition to have a forfeiture of bail struck.

Although "we need not look beyond the statute's provision" when the plain meaning of the text guides our interpretation, *Barbe v. Pope*, 402 Md. 157, 173 (2007), "[e]ven if the plain meaning is clear and unambiguous, we often look to legislative intent and purpose to determine if they ratify our analysis and interpretation of a statute." *Hammonds v. State*, 436 Md. 22, 44 (2013). Our examination of the legislative history reveals that, prior to 2011, the requirements necessary to have a forfeiture struck under CP § 5-208 and Md. Rule 4-217 were congruent. Subsequently, House Bill 682 was passed which inserted, for the first time, subsection (b)(2)(ii)(1) to the statute, thereby adding the requirement that the surety first pay the forfeiture of bail or collateral before the forfeiture may be stricken.

Critically, we further note that prior to the amendment to CP § 5-208(b)(2)(ii) in 2011, that section provided that "the court shall strike out a forfeiture of bail . . . if: 1. The defendant is returned; and 2. The . . . apprehension . . . occurs more than 90 days after the defendant's failure to appear . . . ." CP 5-208(b)(2) (effective Oct. 1, 2001). The General Assembly's amendment to CP § 5-208 in 2011, added a limitation that was nonexistent in the prior codification of that statute. The effect of the General Assembly's amendment

unmistakably evinces an intent to limit the instances when a forfeited bond can be struck to instances when the surety has first paid the amount of the bond.

The General Assembly's intent to require a surety to first **pay** the forfeited bail before a forfeiture may be struck is further evinced by the fact that House Bill 682 was purportedly passed:

> FOR the purpose of prohibiting a court that exercises criminal jurisdiction from refunding a forfeiture of bail or collateral at a certain time **unless a private surety pays a forfeiture of bail or collateral within a certain time period after a defendant's failure to appear;** . . . **providing for the repeal of laws inconsistent with this Act**; and generally relating to forfeiture of bail bonds in circuit courts and in the District Court.

2011 Md. Laws, Chap. 598 (emphases added). Moreover, section 2 of House Bill 682 provides "[t]hat all laws or parts of laws, public general or public local, inconsistent with this act, are repealed to the extent of the inconsistency." *Id.* Additionally, the Fiscal and Policy Note accompanying that bill provides that:

> This bill prohibits a court from refunding a forfeited bail bond or collateral to a surety because of a defendant's failure to appear due to being incarcerated out of state **unless the surety paid the forfeiture of bail or collateral within 90 days after the defendant's failure to appear or 180 days for good cause shown**. . . .

Fiscal and Policy Note, House Bill 682 (2011 Session, Maryland General Assembly), *available at* http://mgaleg.maryland.gov/2011rs/fnotes/bil_0002/hb0682.pdf (emphasis added). Critically, the purpose statement of the bill as well as the Fiscal and Policy Note accompanying the bill convince us that House Bill 682 was passed with the intent to

accomplish at least two things. First, House Bill 682 requires that a surety first **pay** the forfeited bail if the surety intends to have the forfeiture stricken. Secondly, by repealing any inconsistent laws, House Bill 682 intended for CP § 5-208 to be the exclusive means by which a forfeiture of bail may be struck. Accordingly, we reject Four Aces' contention CP § 5-208 was merely intended to be a sufficient, rather than the exclusive, means by which a forfeiture of bail could be struck.

Although the plain meaning and legislative history of CP § 5-208 lead us to conclude that this statute was intended to be the exclusive means by which a forfeiture may be struck, in the interest of completeness, we are further compelled to consider the "interpretive consequences" so as to avoid "an absurd or unreasonable reading" of the statute. *Blue*, *supra*, 434 Md. at 689 (quoting *Koste*, *supra*, 204 Md. at 586). As we observed when Four Aces was previously before us,

> the threat of forfeiture is an incentive to the surety to ensure the accused's timely presence at trial. In the event of forfeiture, the surety's incentive is redirected from avoiding forfeiture to seeking the remission of the forfeiture by returning the absconding defendant to the jurisdiction of the court. Without the possibility of remission, there would be no inducement to the surety to have the defendant arrested and brought to justice.

Fin. Cas. Ins. Co., *supra*, 212 Md. App. at 254 (internal alterations, emphasis, and quotations omitted).

Were we to employ Four Aces' construction of CP § 5-208, its incentive to produce a defendant would be significantly reduced, if not eliminated. Indeed, to hold that a forfeiture may be "closed" without satisfying CP § 5-208 would permit sureties to write

bonds knowing it will never pay the bond because at any point in the future the defendant might be returned to the court. Such an interpretation would permit sureties to operate in a perpetual state of default and undermine the purpose of the bail system by decreasing a surety's incentive to insure that the defendant appears at trial. In accordance with *Blue*, *supra*, we observe that the District Court's interpretation of this statute is far more reasonable. 434 Md. at 689. Our strong conviction that the plain meaning of the text of CP § 5-208, the coherently articulated legislative history of this statute, as well as the purposes to be served by this statute, command that this statute be interpreted as the exclusive means by which a surety's obligation on a forfeited bond may be discharged.

We, therefore, hold that the District Court act of "closing" forfeiture cases after 2011 was inconsistent with the express provision of CP § 5-208. Although the closure of forfeiture cases after 2011 may have been consistent with Md. Rule 4-217 until that rule was amended in 2013, CP § 5-208, being the later enacted statute, controlled thereby requiring Four Aces to timely pay a forfeited bond in order for that forfeiture to be struck. Accordingly, the District Court's act in "deeming closed" forfeiture cases when the amount of the bond had not been paid was contrary to the express language of CP § 5-208.

In the absence of some authority permitting the District Court to deem forfeiture cases closed, we cannot say that Four Aces' obligations on the bonds was discharged by an "act of God, act of the obligee, [or] act of law." *Fred W. Frank Bail Bondsman, Inc.*, *supra*, 99 Md. App. at 232. This is so because in the absence of authority to the contrary, a surety's obligation on a bail bond becomes due "at once" upon the principal obligor's failure to

perform. *Wiegand*, *supra*, 363 Md. at 197. Notably, this is not a case where the District Court was applying the amendments to a rule retroactively to previously closed cases. To the contrary, the 2011 amendment to CP § 5-208 effectively repealed the Maryland Rule by conflict. Accordingly, the District Court's act in closing certain forfeiture cases contrary to CP § 5-208 was void at the time the District Court purposed to close the cases. Whether the District Court's subsequent reliance on the Criminal Procedure Article to reinstate obligations on forfeited bonds was proper is a question we shall address in Parts III and IV, *infra*.

III. The District Court's Enforcement of CP § 5-208 Does Not Deprive Four Aces of Procedural Due Process.

Four Aces argues that it lacked "notice that [it was] required to follow certain policies and procedures that [the District Court] purport now exist in the amended Rule 4-217. As such, [Four Aces was] deprived of procedural due process." In response, the District Court contends that Four Aces has no protected property interest in forfeited bonds, and that Four Aces received all the process that was due under CP § 5-208. We hold that the application of CP § 5-208 to bonds the District Court had deemed closed in violation of that provision does not deprive Four Aces of its property in violation of procedural due process.

"The due process clauses in the Fourteenth Amendment and in Article 24 of the Maryland Declaration of Rights protect an individual's interests in substantive and procedural due process." *Knapp v. Smethurst*, 139 Md. App. 676, 703 (2001). "A fundamental component 'of the procedural due process right is the guarantee of an

opportunity to be heard and its instrumental corollary, a promise of prior notice.'" *Id.* (quoting Lawrence Tribe, *American Constitutional Law* § 10-15, at 732 (2nd ed.1988)). Procedural due process is "a flexible concept that calls for such procedural protections as a particular situation may demand." *Wagner v. Wagner*, 109 Md. App. 1, 24 (1996). "'An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprize interested parties and the pendency of the action and afford them an opportunity to present their objections.'" *Griffin v. Bierman*, 403 Md. 186, 197 (2008) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). Notably, "[d]ue process of law does not mean that the litigant need be satisfied with the result." *Bugg v. Md. Transp. Auth.*, 31 Md. App. 622, 630 (1976).

A Four Aces Has a Cognizable Property Interest at Stake.

To "prevail in an action alleging a denial of procedural due process, 'a plaintiff must demonstrate that he had a protected property interest, that he was deprived of that interest [by the State], and that he was afforded less procedure than was due.'" *Reese v. Dept. of Health & Mental Hygiene*, 177 Md. App. 102, 152 (2007) (alteration in original) (quoting *Samuels v. Tschechtelin*, 135 Md. App. 483, 523 (2000)). A recognizable property interest requires a legitimate claim of entitlement to the property, and the scope of that property interest is "'created and [its] dimensions are defined by existing rules or understandings that stem from an independent source such as state law-rules or understandings that secure certain benefits

and that support claims of entitlement to those benefits.'" *Elliott v. Kupferman*, 58 Md. App. 510, 520-21 (1984) (quoting *Bd. of Regents v. Roth*, 408 U.S. 564, 577 (1972)).

In the present action, Four Aces defines its property interest as the $1.428 million that would resurrect it from default. The District Court, on the other hand, argues that Four Aces has not articulated any property interest to which Four Aces was impermissibly deprived. As an initial matter, we accept Four Aces' premise that the property interest at stake here is either the $1.428 million that would resurrect it from default, the bail bonds it issued to the District Court, or its ability to avoid being listed on the default list thereby enabling it to continue acting as a surety for future defendants. To say that Four Aces has a cognizable property interest, however, is not to say that it was impermissibly deprived of that interest in violation of due process.

B. Four Aces Was Not Deprived of Its Property in Violation of Procedural Due Process.

Four Aces' argument that it was deprived of its property in deprivation of its due process rights is premised on the proposition that its obligations on the bail bonds were properly discharged when the forfeitures of those bonds were closed by the District Court. We recognize that "a bail bond is a contract of suretyship." *Wiegand*, *supra*, 363 Md. at 197. Further, because a suretyship agreement is a contract, that contract may generally be rescinded or modified, and the surety released, by the agreement of the parties. *See Glen Alden Corp. v. Duvall*, 240 Md. 405, 431 (1965) ("A contract may be rescinded by the mutual consent of both parties."); 72 C.J.S. *Principal and Surety* § 185 (2015) ("The surety is

discharged by an express release of the surety's liability pursuant to an arrangement between the creditor and the surety.").

The conduct of the District Court and its agents in "deeming closed" forfeitures might, therefore, be construed as a release and discharge of Four Aces' obligation on the bonds. For the reasons set forth in Part II(B), *supra*, the District Court had no actual authority to "close" forfeiture cases because CP § 5-208 required a bond to have been paid before the forfeiture could be struck. Stated differently, the District Court had no discretion to discharge or forgive Four Aces' obligation on the bonds. The modification of a contract by an agent who lacks actual authority, however, might nevertheless be enforceable against the principal if the agent acts with apparent authority. *Penowa Coal Sales Co. v. Gibbs & Co.*, 199 Md. 114, 119 (1952) ("[A]s between the principal and third persons, the mutual rights and liabilities are governed by the scope of the agent's apparent authority."). If our analysis were to end here, the District Court's purported discharge might have been valid, thereby rendering the District Court's reinstatement of the purportedly discharged debt a violation of due process.

In the context of government agents, however, when an agent modifies a contract without actual authority, that modification is void regardless of whether the agent acts with apparent authority. *Dept. of Pub. Safety & Corr. Serv. v. ARA Health Serv., Inc.*, 107 Md. App. 445, 462 (1995) ("[A] State official's 'scope of authority' is co-extensive with his 'actual authority.' . . . Accordingly, the State is not bound by a contract executed by its officials or employees unless those persons had actual authority to execute it."). Indeed, "[t]he rule is firmly established that one who makes a contract with [a State entity] is bound

to take notice of the limitations of its powers to contract." *Hanna v. Bd. of Ed. of Wicomico Cnty.*, 200 Md. 49, 57 (1952). This is so because the Court of Appeals has adopted the position that "'from considerations of public policy, it seems more reasonable that an individual should occasionally suffer from the mistakes of public agents or officials, than to adopt a rule, which, though improper combinations and collusion, might be turned to the detriment and injury of the public.'" *Gontrum v. Mayor & City Council of Balt.*, 182 Md. 370, 376 (1943) (quoting *City of Balt. v. Eschbach*, 18 Md. 276, 283 (1862)).

Therefore, for reasons similar to those why we will not employ the doctrine of equitable estoppel here, *see* Part IV, *infra*, when a government official acts in want of actual authority, even if the official has apparent authority, that action is void. To hold otherwise would be to permit the District Court to nullify the express intent of the General Assembly. For the reasons stated in Part II(B), *supra*, the District Court lacked actual authority to release of Four Aces as a surety by "deeming closed" its forfeiture cases. Accordingly, the District Court's action in "deeming closed" Four Aces' forfeiture cases was void as a matter of law.

To be sure, the District Court's erroneous reliance on Md. Rule 4-217 between 2011 and 2013 undoubtedly operates to Four Aces' detriment. The law, however, firmly places the risks associated with the limitations on the government's contracting authority on those who contract with the State. Accordingly, whether Four Aces' reliance on the District Court's closure of its forfeiture cases was reasonable is immaterial, because the District Court only had authority to discharge bond debts in accordance with CP § 5-208. We, therefore, conclude that Four Aces had no right to have its forfeiture cases deemed "closed"

under the "'existing rules or understandings that stem from an independent source such as state law-rules or understandings that secure certain benefits and that support claims of entitlement to those benefits.'" *Elliott*, *supra*, 58 Md. App. at 520-21 (quoting *Roth*, *supra*, 408 U.S. at 577).

Having concluded that the District Court's compliance with CP § 5-208 was proper, the question, then, is whether it was appropriate to subsequently consider those bonds forfeited and in default without a notice and a hearing. We hold that the forfeiture of bail without providing notice and a hearing to the surety, so long as that forfeiture does not conflict with the applicable authority, does not violate procedural due process.

> The procedure for bail forfeiture in this district has from time immemorial been summary. Upon call of the defendant and his sureties, and the default in appearance of the defendant, after due notice to appear, the clerk enters judgment of forfeiture upon the order of the court.
>
> . . .
>
> A final judgment entered against a bondsman on forfeiture of the bond cannot be said to be lacking in due process for lack of notice to the bondsman; for the bondsman makes himself a party to the cause by filing the bond as a part of the record therein, and it is a fiction of the common law that the surety is personally in attendance upon the court whenever the accused, by order of the court, is bound to appear personally.

Isgrig v. United States, 109 F.2d 131, 133 (4th Cir. 1940).

In this case, compliance with CP § 5-208 is sufficient to satisfy the procedural due process requirement of the Fourteenth Amendment. Accordingly, the forfeiture of bail provided for upon the occurrence of certain conditions under that rule does not deprive Four

Aces of procedural due process. We, therefore, hold that the District Court's enforcement of CP § 5-208, albeit delayed, does not violate Four Aces' procedural due process rights.

IV. Equitable Estoppel Cannot Apply to the State When It Acted Without Actual Authority.

Four Aces maintains that the District Court should be estopped from enforcing Four Aces' liability on bonds that the District Court had purportedly closed. The District Court responds that the State cannot be estopped from enforcing its valid statutes, and alternatively that Four Aces fails to satisfy the elements so as to invoke the doctrine of estoppel. We hold that the doctrine of equitable estoppel cannot apply to compel the State to act in violation of law.

> "[E]quitable estoppel [is] the effect of the voluntary conduct of a party whereby he is absolutely precluded, both at law and in equity, from asserting rights which might perhaps have otherwise existed, either of property, of contract, or of remedy, as against another person, who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, of contract, or of remedy."

Heartwood 88, Inc. v. Montgomery Cnty., 156 Md. App. 333, 368 (2004) (alterations in original) (quoting *Mona Elec. Co. v. Shelton*, 377 Md. 320, 334 (2003)). Because estoppel "involves the assessment of conduct by one party and reliance by another," it "is a question of fact to be determined in each case." *Id.* at 370 (internal quotations omitted).

"Although it is recognized that estoppel may operate against the State by acts done in its proprietary capacity, the doctrine of estoppel will not be applied against the State in the

performance of its governmental, public or sovereign capacity or in the enforcement of police measures." *Salisbury Beauty Sch. v. State Bd. of Cosmetologists*, 268 Md. 32, 63 (1973). "'The reason for the rule is obvious: no administrative officer is vested with the power to abrogate the statute law of the State, nor to grant to an individual an exemption from the general operation of the law.'" *Id.* at 64; (quoting *Comptroller of Treasury, Retail Sales Tax Div. v. Atlas Gen. Indus.*, 234 Md. 77, 84 (1964)).

Although neither party has cited us to an instance when the doctrine of equitable estoppel was held to apply against the State, Four Aces asserts that this may be "an extraordinary case presenting particularly compelling equitable grounds [that] would give rise to equitable estoppel against the State." *Md. Transp. Auth. Police Lodge No. 35 of FOP, Inc. v. Md. Transp. Auth.*, 195 Md. App. 124, 217-18 (2010), *rev'd on other grounds*, 420 Md. 141 (2011). Although we have never applied equitable estoppel against the State, in the few instances when the doctrine has been applied against lesser municipalities we have held that "[a] municipality may be estopped to deny the actions of its officers when they were taken within the scope and course of their actual authority." *Anne Arundel Cnty. v. Muir*, 149 Md. App. 617, 636 (2003). The negative corollary is that "estoppel will not apply to an act of a municipal corporation's officer that is outside his actual authority, . . . or that is taken in violation of the law." *Id.* at 637 (citations omitted). Accordingly, the narrow exception to the general prohibition on applying equitable estoppel against the State requires not only that the State induce another to act to the other's detriment and the other acts in reliance on

that inducement, but the inducement the State originally employed must not have usurped its actual authority.

Assuming, *arguendo*, that the facts of this case were sufficiently "extraordinary" so as to warrant applying this doctrine against the State for the first time, we cannot do so here.[5] For the reasons stated in Part II(B), *supra*, the District Court's act of closing forfeiture cases since 2011 violated CP § 5-208, and was not, therefore, within the District Court's actual authority. Notably, our holding has no bearing on the scope of instances that are sufficiently "extraordinary" so as to warrant applying equitable estoppel against the State. *Md. Transp. Auth. Police Lodge No. 35 of FOP, Inc.*, *supra*, 195 Md. App. at 217-18. Rather, as a matter of law, equitable estoppel cannot apply here, when the State's act which allegedly induced Four Aces was contrary to law and not within the State's actual authority. We, therefore, hold that the circuit court did not err in refusing to preclude the District Court from processing Four Aces' forfeited bonds in accordance with CP § 5-208.

V. The Circuit Court Did Not Err in Granting the District Court's Motion to Dismiss Four Aces' Claim for Mandamus and An Injunction.

Four Aces contends that the circuit court erred by granting the District Court's motion to dismiss Four Aces' claim for a writ of mandamus, a permanent injunction, and a declaratory judgment. As we observed in Part I, *supra*, the resolution of these questions

[5] We emphasize that we express no opinion as to what circumstances are sufficiently "extraordinary" so as to warrant applying the doctrine of equitable estoppel against the State. Rather, our holding is grounded in the principle that equitable estoppel cannot be applied to compel a State agent to act outside his actual authority. Whether this case is sufficiently "extraordinary" is immaterial to our holding in this case.

depends on whether Four Aces has alleged facts that, if true, would entitle it to the relief it seeks. Although we assume the truth of all of Four Aces' factual allegations, we review the questions of law embedded in its allegations under a *de novo* standard. For the reasons that follow, we hold that the circuit court did not err in granting the District Court's motion to dismiss Four Aces' claim for mandamus or an injunction. We, however, remand this case for the circuit court to issue a declaration consistent with this opinion.

A. The Circuit Court Did Not Err in Dismissing Four Aces' Claim Seeking a Writ of Mandamus.

"The fundamental purpose of a writ of mandamus is 'to compel inferior tribunals, public officials, or administrative agencies to perform their function, or perform some particular duty imposed upon them which in its nature is imperative and to the performance of which duty the party applying for the writ has a clear right.'" *Balt. Cnty. v. Balt. Cnty. Fraternal Order of Police Lodge No. 4*, 439 Md. 547, 569 (2014) (quoting *Town of La Plata v. Gaison-Rosewick, L.L.C.*, 434 Md. 496, 511 (2013)). Accordingly, the performance of a duty to which Four Aces has a clear right is a necessary element that must be alleged in a sufficiently pleaded claim for mandamus.

In its complaint, Four Aces alleges that the District Court has a clear and legal duty to comply with the applicable laws relating to the forfeiture of bail, and that the District Court has not performed in accordance with that duty. This statement, if true, might entitle Four Aces to the relief it seeks. The interpretations of the laws relating to the forfeiture of bail, however, are legal questions that we review *de novo*. For the reasons stated in Parts II,

III, and IV, *supra*, we conclude that the District Court's action are consistent with the applicable laws relating to bail bonds. Accordingly, Four Aces' allegations are insufficient, as a matter of law, to sustain a claim for mandamus because the District Court has no duty to refrain from enforcing the law. We, therefore, hold that the circuit court did not err in granting the District Court's motion to dismiss Four Aces' claim for mandamus.

B. The Circuit Court Did Not Err in Dismissing Four Aces' Claim Seeking a Permanent Injunction.

Four Aces further claims that the circuit court erred in dismissing its claim for injunctive relief. In order to make a *prima facie* case for injunctive relief, a claimant must demonstrate "that it will sustain substantial and irreparable injury as a result of the alleged wrongful conduct." *El Bey v. Moorish Sci. Temple of Am., Inc.*, 362 Md. 339, 355 (2001). Although in a motion to dismiss we review all the facts alleged in a light most favorable to the plaintiff, when reviewing an injunction, we review the trial judge's determination based on those facts under the abuse of discretion standard. *100 Harborview Drive Condo. Council of Unit Owners v. Clark*, 224 Md. App. 13, 63 (2015). That is to say, with respect to an injunction, whether the trial judges decision is "legally correct," *Higginbotham*, *supra*, 171 Md. App. at 265, depends on whether that judge abused her discretion. *Clark*, *supra*, 224 Md. App. at 63.

A trial court abuses its discretion when

> no reasonable person would take the view adopted by the [trial] court, or when the court acts without reference to any guiding rules or principles. It has also been said to exist when the ruling under consideration appears to have been made on untenable

> grounds, when the ruling is clearly against the logic and effect of facts and inferences before the court, when the ruling is clearly untenable, unfairly depriving a litigant of a substantial right and denying a just result, when the ruling is violative of fact and logic, or when it constitutes an untenable judicial act that defies reason and works an injustice.

North v. North, 102 Md. App. 1, 13-14 (1994) (internal quotations and citations omitted).

In its complaint, Four Aces contends that the District Court's practices and procedures for handling absolute bond forfeitures are not in accordance with Maryland law. This statement, if proven true, might entitle Four Aces to the injunction it seeks. The interpretation of Maryland law necessary to confirm that statement, however, is a question of law that is the proper subject of a motion to dismiss.

While the trial court commands a significant degree of discretion when deciding whether to enjoin acts that are wrongful, the court's discretion to deny an injunction is at its apex when the act sought to be enjoined is not, legally, wrongful. *El Bey*, *supra*, 362 Md. at 355. For the reasons stated in Parts II, III, and IV, *supra*, the District Court's implementation of its policy is not wrongful, but rather is consistent with the law. Accordingly, because we hold that the District Court's polices and procedures are not wrongful, the trial court neither abused its discretion nor was it legally incorrect by granting the District Court's motion to dismiss Four Aces' claim for an injunction. We, therefore, hold that the circuit court did not err in granting the District Court's motion to dismiss Four Aces' claim for a permanent injunction.

C. Four Aces Has Pleaded Sufficient Facts to Entitle It to A Declaratory Judgment.

Four Aces' contends that the circuit court erred by dismissing its claim for a declaratory judgment. Initially, we observe that, "a court may grant a declaratory judgment . . . if it will serve to terminate the uncertainty or controversy giving rise to the proceedings, and if . . . [a]n actual controversy exists between the contending parties . . ." Md. Code (2006, 2013 Repl. Vol., 2015 Suppl.), § 3-409 of the Courts and Judicial Proceedings Article ("CJP"). Furthermore,

> we have historically enforced the provisions of the Declaratory Judgment Act and insisted that courts declare the rights of parties when presented with an action properly susceptible to a declaratory judgment. Rarely, we have held, is it permissible to dismiss an action for declaratory judgment in lieu of declaring the rights of the party seeking the judgment.

Post v. Bregman, 349 Md. 142, 159-60 (1998). Four Aces correctly observes that with respect to a request for declaratory judgment, the sufficiency of a complaint depends not on "whether it shows that the plaintiff is entitled to the declaration of rights or interest in accordance with his theory, but whether he is entitled to a declaration at all." *Getty v. Carrol Cnty. Bd. of Elections*, 399 Md. 710, 745 (2007).

In this action, The District Court moved for dismissal on "all claims brought by [Four Aces]," including Four Aces' claim for declaratory relief. The District Court's motion was granted by the circuit court. By alleging an actual controversy between the parties that may be remedied by a declaratory judgment, Four Aces has sufficiently pleaded the existence of a controversy pursuant to CJP § 3-409. Notably, Four Aces is correct that the trial court

erred in dismissing the Second Amended Complaint without declaring the rights of the parties. That is surely not to say that Four Aces is entitled to a declaration in its favor, but only that it has pleaded sufficient facts that, if proven, would nonetheless entitle it to a declaration. Accordingly, we remand this case with instructions for the circuit court to declare the rights of Four Aces consistent with this opinion.

VI. The District Court's Appeal of the Circuit Court's Preliminary Injunction Is Moot.

In a separate case on appeal, the District Court argues that the circuit court abused its discretion by granting Four Aces a preliminary injunction during the pendency of this litigation. After the preliminary injunction was issued, the circuit court issued a memorandum opinion and order granting the District Court's motion to dismiss. In that order, the circuit court dissolved its preliminary injunction. In this opinion, we affirm the circuit court's finding that Four Aces is neither entitled to a writ of mandamus nor a permanent injunction. We, therefore, hold that the District Court's appeal in the case involving the appeal of the preliminary injunction is moot.

"Generally, appellate courts do not decide academic or moot questions. A question is moot if, at the time it is before the court, there is no longer an existing controversy between the parties, so that there is no longer any effective remedy which the court can provide." *Attorney Gen. v. Anne Arundel Cnty. Sch. Bus Contractors Ass'n, Inc.*, 286 Md. 324, 327 (1979); *Adkins v. State*, 324 Md. 641, 646 (1991) ("The test of mootness is whether, when

it is before the court, a case presents a controversy between the parties for which, by way of resolution, the court can fashion an effective remedy." (citations omitted)).

> An interlocutory injunction is issued in order to maintain the *status quo* until the court has either addressed and resolved the merits of the controversy or has otherwise determined that the claimant has no legal right to proceed. Upon the entry of a final appealable judgment on the merits or to that effect, it is regarded as being dissolved by operation of law.

Gen. Motors Corp. v. Miller Buick, Inc., 56 Md. App. 374, 386 (1983).

In this case, the question as to whether the circuit court's issuance of a preliminary injunction was proper is moot because the court's judgment on the merits of Four Aces' claims dissolved the preliminary injunction, thereby precluding us from fashioning any sort of effective remedy. Accordingly, we dismiss the District Court's appeal in case number 66 as moot.

JUDGMENTS OF THE CIRCUIT COURT FOR BALTIMORE CITY IN CASE NO. 1758 AFFIRMED. CASE NO. 1758 REMANDED WITH INSTRUCTIONS FOR THE CIRCUIT COURT TO ISSUE A DECLARATION CONSISTENT WITH THIS OPINION. APPEAL IN CASE NO. 66 DISMISSED AS MOOT. APPELLANT TO PAY COSTS.