

Circuit Court for Washington County  
Case No. C-21-CR-18-000550

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND

No. 2454

September Term, 2023

---

JAMES RAYMOND FARMER, JR.

v.

STATE OF MARYLAND

---

Berger,  
Tang,  
Eyler, James R.  
(Senior Judge, Specially Assigned),

JJ.

---

PER CURIAM

---

Filed: May 30, 2025

\*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis nor may it be cited as persuasive authority

In 2019, James Raymond Farmer, Jr., appellant, pleaded guilty in the Circuit Court for Washington County to possession of a large amount of fentanyl and CDS Common Nuisance – distribution of cocaine. As part of the plea agreement, appellant signed a “Consent to Surrender Property” wherein he agreed to surrender any interest in the property seized in his case to the Narcotics Task Force, specifically \$3,455 seized from a wallet; \$4,092.83 seized from the bank; an Acura vehicle; cell phones; a Sony TV; a Philips TV; and a speaker.<sup>1</sup> That agreement was also signed by appellant’s counsel, the prosecutor, and the presiding judge, and made a part of the record during his guilty plea hearing.

In January 2024, appellant filed a “Complaint for Return of Money & Property” in his criminal case requesting the return of the items listed in the consent agreement on the grounds that the State had failed to initiate forfeiture proceedings within 90 days after his guilty plea, as required by Section 12-304 of the Criminal Procedure Article. The court denied the “complaint” without a hearing. On appeal, appellant contends that the court erred in denying his complaint. We disagree, and shall affirm.

The record reflects that appellant knowingly waived the right to challenge the forfeiture of his property when he agreed to surrender the property as part of his plea bargain. “By accepting the fruits of the plea bargain, appellant cannot now complain to this Court that . . . his property was unjustly taken[.]” *Hicks v. State*, 109 Md. App. 113, 133-34 (1996).

---

<sup>1</sup> After the plea hearing, the court also signed an amended consent agreement which was different in form, but not in substance, to the original agreement that was signed by appellant. Even if we disregard this amended agreement, as it was not signed by appellant, it would not change our analysis in this case.

Consequently, forfeiture was proper, and the court did not err in denying his complaint for return of property.

**JUDGMENT OF THE CIRCUIT COURT  
FOR WASHINGTON COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**