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https://mdcourts.gov/data/opinions/coa/2022/8a21.pdf

STATUTORY INTERPRETATION – ALCOHOLIC BEVERAGES – SUCCESSOR BEER MANUFACTURER

Facts:

Maryland's Successor Manufacturers Law (the "SML") restricts the ability of a beer manufacturer to terminate its contractual relationship with an entity that distributes its beer brand(s) in Maryland. See Md. Code Ann., Alco. Bev. ("AB") § 5-201 (2016). In general, a beer manufacturer may not terminate or refuse to renew a contract with a distributor without cause. An exception exists where a "successor beer manufacturer" inherits a contract between a beer brand's previous manufacturer and the brand's distributor. The successor beer manufacturer may then elect to terminate the contract without cause, in which case the distributor is entitled to receive the fair market value of the terminated distribution rights. *Id.* § 5-201(c). The SML defines a "successor beer manufacturer" to include "a person or license holder who replaces a beer manufacturer with the right to sell, distribute, or import a brand of beer." *Id.* § 5-201(a)(5).

Pabst Brewing Company ("Pabst") is a beer manufacturer that, between 1994 and 2015, maintained a contractual relationship with Frederick P. Winner, Ltd. ("Winner") and Winner's predecessor entity, under which Winner and its predecessor distributed Pabst beer brands in Maryland. In 2014, Pabst was a Delaware corporation and a wholly-owned subsidiary of Pabst Holdings Inc. ("Pabst Holdings"), which, in turn, was a wholly-owned subsidiary of Pabst Corporate Holdings, Inc. ("PCH"), making PCH the grandparent corporation of Pabst. At that time, Pabst held a Maryland nonresident dealer's permit, which permitted Pabst to "sell beer … to license holders authorized to receive the beverages." AB § 2-124(d).

In late 2014, the owner of PCH reorganized Pabst and Pabst Holdings into Delaware limited liability companies, and caused PCH to sell its 100 percent ownership interest in Pabst Holdings, through a securities purchase agreement, to Blue Ribbon, LLC ("Blue Ribbon"), an entity controlled by Eugene Kashper. This transaction did not involve the sale of Pabst Holdings' or

Pabst's assets, nor did it involve assignments of any of Pabst's trademarks, or of contracts related to Pabst's brands. Following the change in control of Pabst's operations, Pabst terminated the distributorship agreement with Winner.

On May 4, 2015, Winner filed a complaint in the Circuit Court for Baltimore County, seeking a declaration that Pabst had no right to terminate Winner's distributorship, as well as injunctive relief and damages for breach of contract. After an initial grant of summary judgment in favor of Pabst, Winner appealed, and the Court of Special Appeals vacated the circuit court's grant of summary judgment to *Pabst. Frederick P. Winner, Ltd. v. Pabst Brewing Co.*, No. 1165, Sept. Term 2016, 2017 WL 5593529 (Md. Ct. Spec. App. Nov. 21, 2017) ("*Winner I*"). In that appeal, the Court of Special Appeals declined to rule on whether Blue Ribbon qualified as a successor beer manufacturer under the SML, and remanded the case to the circuit court for further proceedings.

On remand, the circuit court again entered summary judgment in favor of Pabst. The court reasoned that Blue Ribbon "replaced the Old Pabst Brewing Company" and, therefore, qualified as a successor beer manufacturer under the SML. Winner again appealed, and the Court of Special Appeals reversed the circuit court's grant of summary judgment to *Pabst. Frederick P. Winner, Ltd. v. Pabst Brewing Co*., 249 Md. App. 402, 413, 416 (2021) ("*Winner II*"). The Court of Special Appeals based its ruling on the definition of "successor beer manufacturer" in the SML, which does not refer to an entity's "control" of a beer manufacturer, but rather provides that a successor beer manufacturer includes "a person or license holder who replaces a beer manufacturer with the right to sell, distribute, or import a brand of beer." The Court of Special Appeals held that when Blue Ribbon purchased Pabst Holdings' interest in Pabst from PCH, this sale of the equity interests did not constitute a replacement of Pabst within the meaning of the SML. That is, the entity that had the "right to sell, distribute, or import a brand of beer" did not change. For this reason, the Court of Special Appeals held that Pabst was not a "successor beer manufacturer" under AB § 5-201(a)(5), and that the circuit court therefore erred in granting summary judgment to Pabst.

Pabst filed a petition for *certiorari* in this Court, seeking review of the following question: "When control of a beer brand changes hands through a sale of the stock of a beer manufacturer, is there a 'successor beer manufacturer' with the right to terminate a distribution agreement?" The Court granted Pabst's petition. *Pabst Brewing Co. v. Frederick P. Winner, Ltd.*, 474 Md. 631 (2021).

Held: Affirmed.

The Court of Appeals held that the SML applies only where the beer manufacturer that holds a Maryland license or permit to sell, distribute, or import a brand of beer is replaced by another as the license holder with respect to that brand. In this case, Pabst held the pertinent Maryland permit both before and after Blue Ribbon acquired Pabst's parent entity. Thus, neither Blue Ribbon, nor any person or entity affiliated with Blue Ribbon, qualifies as a successor beer

manufacturer, and Pabst therefore did not have the right to terminate its contract with Winner without cause.

The Court of Appeals held that the plain language of the SML requires the replacement of an existing beer manufacturer by another as the holder of the State-issued license or permit that allows the beer manufacturer to sell, distribute, or import a brand of beer in Maryland. The key phrases in § 5-201(a)(5) are "replaces a beer manufacturer" and "with the right to sell, distribute, or import a brand of beer." The plain language of this provision thus contemplates that a "successor beer manufacturer" takes the place of an existing "beer manufacturer." This is confirmed by § 5-201(b), which provides that, "[e]xcept for the discontinuance of a brand of beer or for good cause shown as provided under § 5-108 of this title, a successor beer manufacturer that continues in the business is obligated under all the terms and conditions of the agreement made between the previous beer manufacturer and the existing beer wholesaler that were in effect on the date of change of beer manufacturers." This language reflects the General Assembly's intent to condition application of the SML on a "change" of beer manufacturers, whereby the "previous" beer manufacturer does not "continue[] in the business" of selling, distributing, or importing the brand of beer in Maryland, and its place in that "business" is taken by another beer manufacturer. Viewed in this context, it is plain that the phrase "with the right to sell, distribute, or import a brand of beer" in § 5-201(a)(5) refers to the right conferred by a State-issued license or permit to sell, distribute, or import the brand of beer in Maryland.

The Court rejected Pabst's argument that the SML plainly encompasses the situation where a change of corporate control of a beer manufacturer occurs, but where no entity replaces the beer manufacturer as the holder of a State-issued license or permit with respect to a beer brand. In defining a successor beer manufacturer, the SML nowhere refers to "control" of a beer manufacturer or its operations. Instead, the SML contemplates that the parties to an agreement between a beer manufacturer and a beer wholesaler will both hold Maryland licenses or permits. It follows that the entity being "replace[d]" under § 5-201(a)(5) must be a Maryland license or permit holder.

The Court of Appeals also disagreed with Pabst's argument that the legislative history of the SML supports its control-focused interpretation of the law. Instead, the Court found that the legislative history of the SML is consistent with the Court's interpretation of the statutory language. The bill analysis for Senate Bill 700, which became the SML, stated that the bill "requires a beer manufacturer who acquires the business from a *previous* manufacturer to fulfill all the provisions of *any distribution agreement entered into by the previous manufacturer* and a distributor that were in effect as of the date of the transfer of ownership." (Emphasis added). Pabst's argument is further undercut by a contemporaneous letter written by then-Assistant Attorney General Robert A. Zarnoch, who was Counsel to the General Assembly in 1998 when the Assembly amended the SML to add the definition of "successor beer manufacturer." AAG Zarnoch stated that "successor" "usually connotes one who has 'legal' succession through the acquisition of assets and continuation of operations as a subsequent owner." Although AAG Zarnoch indicated that the intent of the amendment was to clarify that the SML applies not only where an acquiring entity acquires a beer manufacturer's assets and continues the operations of the predecessor beer manufacturer, his letter strongly suggests that the clarifying definition was

not intended to address a different acquisition form, *i.e.*, a stock purchase of a beer manufacturer where the acquired beer manufacturer would continue as a going concern and would remain the license holder with respect to the beer brand. Rather, the General Assembly added the definition of successor beer manufacturer to the SML to address the replacement of a beer manufacturer/license holder by another beer manufacturer/license holder with no change of ownership of the previous beer manufacturer. In other words, as the title of the bill put it, the General Assembly clarified that the SML applies whenever a licensed beer manufacturer "leaves the business" of selling, distributing, or importing a beer brand and another entity replaces it as the license holder for that business, irrespective of whether the replacement has resulted from a change in ownership of the previous license holder.

Lastly, the Court of Appeals stated that adopting an alternative interpretation of the SML, as argued by Pabst, would lead to confusion and would be inconsistent with settled principles of corporate law. First, if adopted, Pabst's control-based interpretation of the SML would lead to more litigation, with parties contesting whether there was a sufficient change in control over the operations of a beer manufacturer to trigger the SML. Second, Pabst's interpretation runs contrary to settled principles of corporate law, under which the corporate parent of a beer manufacturer does not have an interest in, or any obligations under, a beer franchise agreement between the subsidiary beer manufacturer and a beer distributor. It follows that, when another entity acquires the stock of the corporate parent, in the absence of an assignment of the beer manufacturer's rights under the beer franchise agreement to the acquiring entity or to another subsidiary of the acquiring entity, the existing beer manufacturer retains its interest in, and obligations under, the beer franchise agreement.

Applying its interpretation of the SML to this case, the Court held that neither Blue Ribbon nor any person or entity affiliated with Blue Ribbon, is a successor beer manufacturer under the SML. Blue Ribbon purchased 100 percent of Pabst Holdings, which in turn owns the membership interests in Pabst. Blue Ribbon does not own Pabst's assets, and does not hold any right to sell, distribute, or import any of the Pabst beer brands in Maryland. Both before and after the sale of Pabst Holdings from PCH to Blue Ribbon, Pabst was a distinct legal entity, separate from its shareholders. Both before and after Mr. Kashper and Blue Ribbon obtained control over the Pabst beer brands, Pabst held the pertinent Maryland nonresident dealer's permit, which allowed Pabst to "sell beer … to license holders authorized to receive the beverages." Blue Ribbon replaced PCH as the corporate grandparent of Pabst, but PCH never had the right to sell, distribute, or import the Pabst brands in Maryland. Blue Ribbon thus did not replace Pabst as the beer manufacturer with the right to sell, distribute, or import the Pabst brands in Maryland. Because they were not "successor beer manufacturers," Mr. Kashper and Blue Ribbon lacked the right to terminate Pabst's agreement with Winner under the SML. Accordingly, the circuit court erred in granting summary judgment to Pabst.

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Attorney Grievance Commission of Maryland v. Keith M. Bonner, Misc. Docket AG No. 51, September Term 2020, filed March 3, 2022. Opinion by Booth, J.

https://mdcourts.gov/data/opinions/coa/2022/51a20ag.pdf

ATTORNEY DISCIPLINE – SANCTIONS – DISBARMENT

Facts:

This attorney grievance matter involves charges filed by the Attorney Grievance Commission ("Commission") against Keith M. Bonner, an attorney who is licensed to practice law in both the District of Columbia and Maryland. Mr. Bonner was a founding member and equity partner in Bonner Kiernan Trebach LLP ("the Firm"), a law firm with its headquarters and main administrative office in Washington, D.C.

The charges related to misconduct involving Mr. Bonner's misappropriation of funds from the Firm, which began in 2012, when he expensed a family trip to Bermuda on the Firm's credit card under the guise of client development that never occurred. Upon his return, Mr. Bonner intentionally and knowingly misrepresented the nature of his visit in an email where he described client development meetings that never happened. Mr. Bonner was ultimately confronted, confessed to this misconduct and repaid the funds in full.

From 2015 until 2019, Mr. Bonner resumed his misconduct by improperly masquerading personal expenses as business expenses to obtain reimbursement from the Firm. These expenses related to family trips, personal meals, and use of Firm Amtrak vouchers for personal travel. Mr. Bonner concealed the personal nature of these expenses with emails detailing business meetings that never occurred, and by falsely noting "client development" on receipts and preparing false calendar and time entries reflecting client meetings. After the Firm discovered his misconduct, Mr. Bonner once again admitted his misdeeds. His relationship with the Firm was terminated and he repaid the Firm for the amounts that were improperly expensed, as well as the costs of the Firm's investigation into the misconduct. Members of the Firm contacted the District of Columbia disciplinary authority and the Commission.

In November 2020, the Commission, acting through Bar Counsel, filed a Petition for Disciplinary or Remedial Action against Mr. Bonner related to this pattern of misconduct. The petition alleged that Mr. Bonner's conduct violated the Maryland Attorneys' Professional Rules of Conduct ("MARPC") 8.4(a), (b), (c), and (d). Thereafter, Bar Counsel filed an amended Petition, asserting that, in the event the Court determined that under the choice of law provisions set forth in Maryland Rule 8.5(b), the District of Columbia Rules of Professional Conduct ("D.C. Rules") applied to the underlying conduct, and Mr. Bonner's conduct violated D.C. Rules 8.4(a), (b), (c), and (d).

The hearing judge applied the choice of law provisions in Maryland Rule 8.5(b) and determined that the D.C. Rules applied to Mr. Bonner's conduct because the "predominant effect" of the conduct occurred in the District of Columbia. The hearing judge rendered findings of fact and conclusions of law, concluding that Mr. Bonner violated D.C. Rules 8.4(a), (b), and (c). In addition, the hearing judge made findings of fact regarding relevant aggravating and mitigating factors. Specifically, the hearing judge found the presence of the following aggravating factors: (i) dishonest or selfish motive, (ii) pattern of misconduct, (iii) illegal conduct, and (iv) substantial experience in the practice of law. The hearing judge also found the following mitigating factors: (i) no prior discipline, (ii) imposition of other penalties/sanctions or significant consequences, (iii) restitution, (iv) cooperation with and disclosure to Bar Counsel, (v) character or reputation, (vi) remorse, (vii) unlikelihood of repetition, and (viii) emotional problems.

Neither party filed exceptions to the hearing judge's findings of fact or conclusions of law. Indeed, Mr. Bonner freely admitted to the facts of the misconduct and resulting violations of the professional rules applicable to the misconduct. Bar Counsel excepted to the hearing judge's findings of fact on several mitigating factors. Mr. Bonner filed one exception to the presence of one aggravating factor.

The central dispute between the parties was the imposition of the appropriate sanction. Mr. Bonner asserted that, because his misconduct arose from emotional problems that he experienced during the period of his misconduct—anger, frustration, and feelings of entitlement and self-righteousness—the Court should consider his emotional problems as a mitigating factor. He contended that the presence of his emotional problems, along with other mitigating factors, warranted the imposition of a sanction less than disbarment.

Held: Disbarred.

The Court of Appeals accepted the hearing judge's findings of fact and agreed with the hearing judge's recommended conclusions of law that Mr. Bonner violated D.C. Rules 8.4(a), (b), and (c). The Court determined that the hearing judge correctly applied the choice of law provisions set forth in Maryland Rule 8.5(b) by concluding that the D.C. Rules applied to the conduct. Mr. Bonner contended that, since the D.C. Rules applied to the conduct, the Court should similarly apply D.C. case law when imposing sanctions. The Court disagreed and stated that there is no authority in the language of the choice of law rule or the Court's case law to suggest that the Court applies the case law of another jurisdiction when determining the sanction for the misconduct. Such a notion is inconsistent with the Court's paramount duty to protect the public when considering a sanction and could lead to less-than-uniform sanctions being imposed on Maryland attorneys who engaged in similar misconduct.

The Court overruled Mr. Bonner's exception concerning the presence of the aggravating factor of substantial experience in the law. Mr. Bonner had 40 years of experience and knew the misappropriation of funds from his Firm was wrong. With respect to mitigating factors, the Court sustained two of Bar Counsel's exceptions. First, the Court sustained Bar Counsel's

exception to the hearing judge's mitigation finding concerning the "imposition of other penalties/sanctions or significant consequences." The Court stated that it would not recognize the natural consequences of intentional misconduct as constituting a mitigating factor that would militate against the imposition of a more serious sanction.

The Court also sustained Bar Counsel's exception to the hearing judge's finding that Mr. Bonner's emotional problems constituted a mitigating factor in this case. The Court determined that Mr. Bonner's intentional misconduct involving the misappropriation of funds gave rise to the deployment of the standard set forth in *Attorney Grievance Commission v. Vanderlinde*, 364 Md. 376 (2001), namely, whether compelling extenuating circumstances warrant a sanction less than disbarment. The Court rejected Mr. Bonner's emotional problems arising from his anger and frustration over what he perceived to be his inequitable treatment within the Firm's compensation structure as constituting a mitigating factor that demonstrates compelling circumstances thereby warranting a sanction less than disbarment.

The Court agreed with the hearing judge's findings with respect to the presence of the other aggravating and mitigating factors. After considering the factors, the Court determined that the mitigating factors proven did not tip the scales in favor of a sanction less than disbarment.

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Attorney Grievance Commission of Maryland v. Robin Keith Annesley Ficker, Misc. Docket AG No. 17, September Term 2020, filed March 3, 2022. Opinion by McDonald, J.

https://mdcourts.gov/data/opinions/coa/2022/17a20ag.pdf

ATTORNEY DISCIPLINE – COMPETENCE & DILIGENCE – CANDOR BEFORE TRIBUNAL & MISREPRESENTATION – SUPERVISION OF NON-ATTORNEY ASSISTANT – DISBARMENT

Facts:

Robin K.A. Ficker was admitted to the Maryland Bar in 1973. This case marks the fifth time that he has appeared before the Court of Appeals as the Respondent in an Attorney Grievance proceeding. In each previous instance, Mr. Ficker was found to have violated multiple provisions of what is now the Maryland Attorneys 'Rules of Professional Conduct (MARPC). His sanctions included two formal reprimands (1990, 2017) and two indefinite suspensions from the practice of law (1998, 2007). Mr. Ficker's practice has primarily focused on representing individuals charged with serious traffic offenses and low-level criminal offenses. Many of his previous violations stemmed from an inability to effectively manage his caseload, resulting in missed court appearances and representation of his clients by unprepared subordinate lawyers.

Recently, Mr. Ficker has worked as a solo practitioner out of an office in College Park. In October 2018, Mr. Ficker agreed to represent a client in three separate traffic cases in the District Court sitting in Prince George's County. Two weeks prior to the trial date for one of the cases, Mr. Ficker realized that he had a scheduling conflict and instructed his office manager to seek a continuance. The day before trial, the office manager filed a continuance motion purporting to have the consent of a former member of the State's Attorney's office.

Mr. Ficker never followed up with his office manager and incorrectly assumed that the motion had been granted. Neither he nor his client was present when the case was called for trial. When he was summoned to the District Court in Hyattsville that afternoon, Mr. Ficker claimed several times to have personally signed the motion. In fact, he had never seen the motion before and knew that it had been prepared and signed by his office manager with his permission. Mr. Ficker also told the court that he was "100% confident" that someone in his office had spoken to his client about the continuance request, despite knowing that he had not been able to reach his client for weeks.

In June 2020, the Attorney Grievance Commission, acting through Bar Counsel, filed a petition for disciplinary or remedial action against Mr. Ficker alleging violations of several provision of the MARPC: Rule 1.1 (competence), Rule 1.3 (diligence), Rule 3.3 (candor toward tribunal), Rule 5.3 (responsibilities regarding non-attorney assistants), and Rule 8.4 (misconduct).

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The hearing judge found that Mr. Ficker had committed all of the violations charged by Bar Counsel. He identified five aggravating factors (prior attorney discipline, substantial experience in the practice of law, multiple violations of the disciplinary rules, a pattern of misconduct, and likelihood of repetition of the misconduct) and a single mitigating factor (remorse).

Held: Disbarred

The Court of Appeals concluded that Mr. Ficker had committed all of the violations found by the hearing judge, save for a violation of Rule 5.3(c) (the Court still found Mr. Ficker in violation of Rule 5.3(b)). It also agreed with the hearing judge's assessment of aggravating factors but identified one additional mitigating factor: full and free disclosure to Bar Counsel. The Court noted that Mr. Ficker's misconduct ordinarily would not merit disbarment. However, as the Court observed during one of Mr. Ficker's earlier run-ins with the Attorney Grievance Commission, his conduct "could not be viewed in a vacuum." Mr. Ficker's extensive history of similar professional shortcomings persuaded the Court that it could not protect the general public and the integrity of the legal profession while allowing Mr. Ficker to continue in the practice of law.

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Attorney Grievance Commission of Maryland v. Lawrence Daniel O'Neill, Misc. Docket AG No. 41, September Term 2020, filed March 9, 2022. Opinion by Hotten, J.

https://www.courts.state.md.us/data/opinions/coa/2022/41a20ag.pdf

ATTORNEY DISCIPLINE – SANCTIONS – DISBARMENT

Facts:

The Attorney Grievance Commission of Maryland, acting through Bar Counsel ("Petitioner"), filed a Petition for Disciplinary and Remedial Action ("the Petition") with the Court of Appeals, alleging that Lawrence Daniel O'Neill ("Respondent") violated Maryland Attorney's Rules of Professional Conduct ("MARPC") 19-301.1 (Competence), 19-301.15 (Safekeeping Property), 19-308.1 (Bar Admission and Disciplinary Matters), 19-308.4 (Misconduct), 19-407 (Attorney Trust Account Record-Keeping), 19-408 (Commingling of Funds), and 19-410 (Prohibited Transactions). These allegations stemmed from the failure to properly maintain client funds in an attorney trust account and the misappropriation of client funds for personal use.

As reflected in the findings of fact rendered by the hearing judge in August 2021, the hearing judge found that Respondent caused a negative balance to occur in the attorney trust account on multiple occasions by withdrawing client funds to pay monthly expenses. Respondent also failed to maintain accurate records of the attorney trust account. Respondent made knowingly and intentionally false statements to Bar Counsel, failed to timely and completely answer requests for financial records from Bar Counsel, and failed to participate in proceedings before the hearing judge.

The hearing judge did not find any mitigating factors attributable to Respondent, nor did Respondent assert that any mitigating factors applied. The hearing judge also found several aggravating factors attributable to Respondent, including a dishonest and selfish motive, a pattern of misconduct, multiple violations, bad faith obstruction of the disciplinary process, a refusal to acknowledge the wrongful nature of conduct, and substantial experience in the practice of law. The hearing judge concluded that Respondent violated each rule of professional conduct as alleged by Petitioner.

Held: Disbarred.

Based on an independent review of the record, the Court affirmed the hearing judge's legal conclusions that Respondent violated MARPC 19-301.1 (Competence), 19-301.15 (Safekeeping Property), 19-308.1 (Bar Admission and Disciplinary Matters), 19-308.4 (Misconduct), 19-407

(Attorney Trust Account Record-Keeping), 19-408 (Commingling of Funds), and 19-410 (Prohibited Transactions).

The Court overruled Respondent's exception to the "incomplete, one sided" factual record. Respondent failed to appear at the disciplinary hearing and failed to present testimony or other evidence at the hearing. Pursuant to Md. Rule 2-424(b), Petitioner's Request for Admissions were deemed admitted and received into evidence. On this basis alone, "there is competent evidence in the record to support the hearing judge's findings of fact[.]" *Attorney Grievance Comm'n v. Dailey*, 474 Md. 679, 700, 255 A.3d 1068, 1080 (2021).

The Court found that the nature and circumstances of Respondent's misconduct closely resembled that of other attorneys who have been disbarred for the intentional misappropriation of client funds. Respondent withdrew client funds from the attorney trust account for personal use, which caused a negative balance on ten different occasions. During the investigation with Bar Counsel, Respondent intentionally and falsely stated that attorney trust account overdrafts were caused by dishonored client checks. Such acts of dishonesty ordinarily result in disbarment absent compelling extenuating circumstances. The hearing judge did not find any mitigating or extenuating circumstances, and the Court similarly did not find any mitigating factors upon independent review. The Court also sustained each of the hearing judge's aggravating six factors. In the aggregate, the Court determined that Respondent's conduct warranted disbarment.

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Park Plus, Inc. v. Palisades of Towson, LLC, et al., No. 7, September Term 2021, filed March 25, 2022. Opinion by Gould, J.

https://mdcourts.gov/data/opinions/coa/2022/7a21.pdf

ARBITRATION – STATUTE OF LIMITATIONS

Courts and Judicial Proceedings Article ("CJ") Section 5-101 of the Maryland Annotated Code provides "A civil action at law shall be filed within three years from the date it accrues unless another provision of the Code provides a different period of time within which an action shall be commenced." A petition to compel arbitration under CJ § 3-207 is not a "civil action at law." Thus, without language in the arbitration agreement providing otherwise, a petition to compel arbitration is not subject to a defense under CJ § 5-101.

FACTS:

In March 2009, Park Plus, Inc. ("Park Plus") and Palisades of Towson, LLC and Encore Development Corp. (together, "Palisades") executed a contract requiring Park Plus to "furnish and install" an electro-mechanical parking system in a luxury apartment building owned by Palisades. The contract provided that all disputes between the parties would be resolved by arbitration.

Problems arose immediately after tenants began moving in. In September 2014, Palisades sent a written arbitration demand to Park Plus. It later sent a second written arbitration demand to Park Plus and ultimately filed a petition to compel arbitration that was later dismissed without prejudice.

In February 2016, Palisades filed its second petition seeking an order enforcing the arbitration agreement. Park Plus opposed the petition and cross-moved to stay arbitration. The question was whether a petition to compel arbitration is subject to the statute of limitations provided under Section 5-101 of the Courts Article. The circuit court held an evidentiary hearing, found the petition timely, and granted Palisades 'petition to compel arbitration. While the appeal was pending, the parties proceeded with the arbitration, and the arbitrator awarded damages to Palisades.

On April 24, 2020, Palisades petitioned the court to confirm the arbitration award. Park Plus filed a counter-petition requesting a stay of the proceedings pending the result of this appeal. The parties ultimately entered into a Consent Order and a stay of entry of the judgment on the award was entered, pending this appeal.

After oral argument before the Court of Special Appeals (the "CSA"), but before it issued its opinion, the CSA issued its reported decision in *Gannett Fleming, Inc. v. Corman Constr., Inc.*, 243 Md. App. 376 (2019). Then, in an unreported opinion, the CSA affirmed the circuit court's

order compelling arbitration here. Relying on *Gannett Fleming*, the CSA held that Palisades ' claim was not time-barred and that without language in the contract specifying otherwise, CJ § 5-101 does not impose a deadline for petitioning a court to compel arbitration. The CSA also rejected Park Plus's argument that this Court's decision in *Shailendra Kumar, P.A. v. Dhanda*, 426 Md. 185 (2012), compelled a contrary result.

Held:

Neither the circuit court nor the CSA erred in finding *Kumar* inapplicable here; the CSA did not err in applying *Gannett Fleming*; and a petition to compel arbitration under CJ § 3-207 is not subject to the limitations period under CJ § 5-101.

Park Plus advanced multiple arguments which all boiled down to one fundamental proposition: the statute of limitations applicable to Palisades 'underlying breach of contract claim should have been applied to Palisades 'petition to compel arbitration. According to Park Plus, *Gannett Fleming* was decided incorrectly, and the CSA's reliance on *Gannett Fleming* was reversible error.

The Maryland Uniform Arbitration Act (the "MUAA") "expresses the legislative policy favoring enforcement of agreements to arbitrate[,]" due to its perceived efficiency, cost savings, and the procedural simplicity of arbitration. *Allstate Ins. Co. v. Stinebaugh*, 374 Md. 631, 641 (2003). In abrogation of common law, the MUAA provides that an agreement to arbitrate future controversies "confers jurisdiction on a court to enforce the agreement and enter judgment on an arbitration award." CJ § 3-202; see also CJ § 3-206(a). The MUAA also provides that an arbitration agreement is "valid and enforceable, and is irrevocable, except upon grounds that exist at law or in equity for the revocation of a contract." CJ § 3-206(a).

Given its legislative purpose, under the MUAA, the court has always acted as a court of equity. Thus, the relief available under the MUAA to enforce an arbitration agreement—an order compelling arbitration—is, and always has been, equitable, *Am. Bank Holdings, Inc. v. Kavanaugh*, 436 Md. 457, 476-77 (2013), which explains why actions to enforce arbitration agreements were historically filed in a court of equity.

Under the MUAA, the court must determine whether an arbitration agreement exists. CJ §§ 3-204, 3-207(b), 3-208(c). If an arbitration agreement does exist, the court must enforce it by ordering the parties to arbitrate. CJ §§ 3-207(c), 3-208(c).

The existence of an arbitration agreement includes not only whether the arbitration agreement applies to the dispute but also whether the right to arbitrate was waived. *Stauffer Constr. Co v. Bd. of Educ.*, 54 Md. App. 658, 666 (1983). When waiver is found, it is as if the agreement to arbitrate never existed, and the court will deny the petition to compel arbitration. Here, the arbitration provision in the contract has no time limitation. Because the parties did include an arbitration provision and given the limited nature of our role, the only substantive right we are

concerned with here is the contractual right to arbitrate. Based on our traditional understanding of statutes of limitations, the expiration of the statute of limitations did not extinguish Palisades ' right to arbitrate.

The history and text of CJ § 5-101 confirm that it does not apply to the remedy for enforcing the contractual right to arbitrate. The predecessor to CJ § 5-101 provided a three-year statute of limitations for specific causes of action. *Daughtry v. Nadel*, 248 Md. App. 594, 606 (2020). The blanket three-year statute of limitations that emerged from the recodification process was placed in CJ § 5-101 and provides that "[a] civil action at law shall be filed within three years from the date it accrues." Under this section's plain language, the object of the limitations period—that is, the "thing" that must be filed within the proscribed three-year period—is a "civil action at law." Historically, a "civil action at law" was filed in a court of law, and the remedy was monetary damages. *Higgins v. Barnes*, 310 Md. 532, 540 (1987). In contrast, under CJ § 3-201, the court sits as a court of equity. Construing CJ § 5-101 and the MUAA together, we have no difficulty concluding that the former does not apply to petitions filed under § 3-207 of the latter.

Our conclusion is buttressed by the historical context in which both statutes were enacted. When the Courts Article was enacted in 1973, it was organized in a way that put the MUAA and the limitations periods in proximity to each other. We must presume that when it limited the reach of CJ § 5-101 to "civil actions at law" as it simultaneously empowered only courts of equity to enforce arbitration agreements, the General Assembly knew precisely what it was doing. Section 5-101 of the Courts Article, therefore, does not apply to the petition filed by Palisades.

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Everette William Johnson v. State of Maryland, No. 11, September Term 2021, filed March 14, 2022. Opinion by Hotten, J.

Getty, C.J., McDonald and Gould, JJ., dissent.

https://www.courts.state.md.us/data/opinions/coa/2022/11a21.pdf

CRIMINAL LAW – INDICTMENTS AND CHARGING INSTRUMENTS – DUPLICITOUS CHARGES

CRIMINAL LAW – INDICTMENTS AND CHARGING INSTRUMENTS – DUPLICITOUS CHARGES – SINGLE INCIDENT OR TRANSACTION

Facts:

On August 1, 2018, Petitioner entered an unoccupied and unlocked house in Catonsville, Maryland. Sometime later, the homeowner, Jeanne Robin, returned with her minor son and discovered Petitioner in her attic and holding her husband's antique rifle. Ms. Robin testified that after Petitioner told her "this thing is loaded[,]" and cycled the rifle's lever, she ran down the attic stairs. While she was downstairs, she called 911 to report the home invader, retrieved her handgun from a lockbox located in her bedroom closet, loaded the gun with bullets located in a different location from the lockbox, and then returned to the bottom of the stairs.

Ms. Robin shouted up to Petitioner from the bottom of the attic stairs that she had called the police and would shoot him if he tried to come down the stairs. She testified that she was surprised to find Petitioner had not already fled in the meantime. Ms. Robin closed and leaned against the attic stair door, attempting to detain Petitioner until the police arrived. Petitioner, however, came down the stairs, managed to push through the door, and struggled with Ms. Robin over control of her handgun. During that struggle, the handgun discharged through Ms. Robin's right hand.

Petitioner was tried in the Circuit Court for Baltimore County for various charges including one count of first-degree assault, one count of second-degree assault, and one count of use of a firearm in the commission of a crime of violence. At trial, State made arguments that emphasized intervening events between the incident in the attic with the rifle and the incident at the bottom of the stairs with the handgun. During closing arguments, the State also argued to the jury that it should find Petitioner guilty of assault, "not only up in the attic when he arms himself with their rifle, but when we move downstairs to the struggle and him firing that handgun. Firing that bullet through her hand." The State also told the jury it could find Petitioner guilty of use of a firearm in the commission of the crime of violence, both for the incident with the rifle and the incident with the handgun.

Thereafter, defense counsel requested that the court provide a supplemental instruction to the jury that "what they're finding [Petitioner] guilty or not guilty of is the allegation of firing the gun through Ms. Robin's hand, and that the firearm we're talking about is the revolver." The court declined defense counsel's request, and Petitioner was acquitted of first-degree assault, but found guilty of all other charges levied against him, including second-degree assault and use of a firearm in the commission of a crime of violence.

Petitioner appealed his convictions to the Court of Special Appeals, arguing that the circuit court had abused its discretion in failing to provide the requested supplemental jury instruction. The Court of Special Appeals affirmed Petitioner's convictions, concluding that his conduct was committed as a part of a single incident, specifically focusing on the fact that all alleged criminal actions occurred within a short span of time and space. Judge Friedman dissented, concluding that there were two separate assaults involving two separate weapons, and it was not possible to know whether the jury unanimously convicted Petitioner based on either incident.

Held: Reversed.

This Court held that the constitutional guarantee to a unanimous jury verdict in a criminal case may be violated where a prosecutor introduces evidence of multiple distinct criminal incidents to prove a crime charged as a single count. In determining whether a series of criminal acts may underlie a single charge or multiple charges, courts should consider whether a juror could have reasonably perceived separate incidents, and therefore, based their convictions on different underlying material facts. Various factors may facilitate this inquiry, including: acts occurring at different times or places and separated by intervening events; if the defendant reached a fork in the road between the acts and decided to invade another interest; if the first action concluded and the next act was motivated by a new impulse; if the jury must resolve different factual disputes concerning each action; and if the State presented the acts as separate to the jury.

In this case, the Court concluded that the jury could have reasonably perceived two distinct assaults and two distinct uses of a firearm in the commission of a crime of violence from the evidence presented and arguments made in Petitioner's trial. This Court based its decision on the intervening events between the two incidents, during which Petitioner made an affirmative decision to "stick around[.]" The Court also focused on the fact that the jury was tasked with resolving different factual disputes with respect to each incident, as well as the fact that the State presented the incidents as separate at trial.

This Court likewise concluded that Petitioners actions could not be considered as a part of a continuing course of conduct with a single objective, reasoning that it was not clear from the record that the two incidents were designed to accomplish a single objective.

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Brigido Lopez-Villa v. State of Maryland, No. 22, September Term 2021, filed March 14, 2022. Opinion by Hotten, J.

Gould, J., concurs.
Biran, J., dissents.

https://www.courts.state.md.us/data/opinions/coa/2022/22a21.pdf

CRIMINAL LAW – REVIEW – PRESENTATION AND RESERVATION IN LOWER COURT OF GROUNDS OF REVIEW – SUMMONING AND IMPANELING JURY

Facts:

In *Kazadi v. State*, this Court held that a trial court is required, upon request, to ask potential jurors *voir dire* questions directed at a defendant's fundamental rights related to the burden of proof, the presumption of innocence, and the right not to testify, 467 Md. 1, 48, 223 A.3d 554, 582 (2020), and that this requirement applies retroactively to any case that was currently pending on appeal at the time of *Kazadi*'s filing, so long as the relevant question was preserved for appellate review. *Id*. at 54, 223 A.3d at 586.

Petitioner was convicted of one count of sexual abuse of a minor and four counts of third-degree sexual offense, following a four-day jury trial in the Circuit Court for Anne Arundel County. Prior to trial, both Petitioner and the State submitted proposed *voir dire* questions to the trial court, two of which arguably implicated *Kazadi*. At a bench conference prior to *voir dire*, the trial court told defense counsel that it was not inclined to ask one of the questions, and that it would ask a modification of the other question. In both instances, defense counsel made no objection to the court's decision, but instead inquired about other proposed questions. After *voir dire*, the court asked both sides if it missed any questions, and in particular asked defense counsel "anything? --- what you previously objected to, which I will preserve for the record[,]" to which defense counsel replied "[n]o." The jury found Petitioner guilty of one count of sexual abuse of a minor and four counts of third-degree sexual offense.

Petitioner appealed his convictions to the Court of Special Appeals and, while his appeal was pending, this Court's decision in *Kazadi* was issued. The Court of Special Appeals determined in an unreported opinion that Petitioner's argument that the trial court abused its discretion by excluding his proposed *voir dire* questions now required under *Kazadi*, was not preserved for appellate review.

Held: Affirmed.

This Court held that for a party to preserve its objection to a trial court's omission or modification of proposed *voir dire* questions under Maryland Rule 4-343(c), the party must object or indicate disagreement at the time the trial court makes its ruling. This is true unless the party is not given the opportunity to object at the time of the trial court's ruling, the trial court expressly recognizes the party's objection, or the party later retracts the waiver of the objection under certain circumstances. Simply because a party expresses a desire to have certain questions posed prior to the court's ruling does not provide the court insight into the direction the party wishes the court to take at the time of its decision. Trial strategies and legal opinions of counsel often change over the course of litigation, and the failure to object or express disagreement at the time of the court's ruling deprives the court with the opportunity to correct any perceived error in its action and deprives the opposing party with the opportunity to respond.

This Court held that Petitioner failed to preserve an objection to the trial court's decision to not ask the proposed *voir dire* questions at issue because defense counsel did not object or indicate disagreement when the court made its decision. This Court reasoned that simply because the trial court was aware of Petitioner's proposed questions and made rulings contrary to them does not mean that Petitioner made the court aware that he objected or disagreed with the court's ruling.

This Court also concluded that defense counsel's response of "no" when asked by the trial court following *voir dire* if the court had missed any questions was another instance of Petitioner waiving his right to object to the trial court's omission and modification of his proposed questions. This Court rejected Petitioner's arguments that the trial court's statement that it would preserve what defense counsel "had previously objected to" referred to the trial court's omission of the proposed *Kazadi* questions, as defense counsel had never made an objection to those omissions.

Finally, this Court also held that Petitioner's claims were not preserved under Maryland Rule 8-131(a), reasoning that the Rule "requires an appellant who desires to contest a court's ruling or other error on appeal to have made a *timely objection* at trial[,]" and that the "failure to do so bars the appellant from obtaining review of the claimed error, as a matter of right." *Robinson v. State*, 410 Md. 91, 103, 976 A.2d 1072, 1079 (2009) (emphasis added). Because Petitioner failed to make a timely objection at trial, he was not entitled to appellate review under Maryland Rule 8-131(a).

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COURT OF SPECIAL APPEALS

Melissa Candolfi v. Allterra Group, LLC, No. 481, September Term 2021, filed March 30, 2022. Opinion by Nazarian, J.

https://mdcourts.gov/data/opinions/cosa/2022/0481s21.pdf

CONTEMPT – DIRECT CIVIL CONTEMPT – NATURE OF VALID PURGE PROVISION

Facts:

Melissa Candolfi alleged that her employer, Allterra Group, LLC ("Allterra"), terminated her wrongfully upon learning that she was pregnant, in violation of public policy. Her attorney, Ryan West, failed to appear at the hearing on Allterra's motion for summary judgment. The trial court found Mr. West in direct civil contempt and imposed sanctions summarily under Maryland Rule 15-203, ordering Mr. West to "pay a sanction" to defense counsel to purge the contempt as compensation for defense counsel's expenses incurred in preparing for and attending the hearing.

Held: Affirmed in part, reversed in part.

The Court of Special Appeals affirmed the summary judgment, but reversed the order of direct civil contempt, holding that (1) the circuit court improperly sought to punish Mr. West's past, completed conduct rather than compel his future compliance with an order of court, and (2) the trial court abused its discretion in imposing a sanction and purge that were the same. Direct civil contempt must be used to coerce present or future compliance with a court order rather than punish past, completed conduct. Essential to a court's imposition of civil contempt is the person's ability to purge the contempt to avoid a sanction. To serve the coercive purpose of civil contempt, the sanction must be distinct from the purge provision and the valid legal requirement the court seeks to enforce.

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Deborah Marie Pattison v. Todd Alan Pattison, No. 186, September Term 2021, filed March 31, 2022. Opinion by Graeff, J.

https://mdcourts.gov/data/opinions/cosa/2022/0186s21.pdf

APPEALABILITY — COLLATERAL ORDER DOCTRINE — MOTION TO ENFORCE SETTLEMENT AGREEMENT

Facts:

On May 24, 2019, Husband filed a Complaint for Absolute Divorce against Wife. In September 2020, after many settlement discussions, the parties signed a settlement agreement. Husband subsequently filed an amended complaint, alleging that the parties executed a marital settlement agreement "resolving all issues of marital and non-marital property" and requesting "an Absolute divorce on the ground of Mutual Consent." Wife filed an answer denying the existence of a settlement agreement, stating that "she made a settlement offer to [Husband] on September 25, 2020 which was not timely accepted." Husband then filed a Motion to Enforce Marital Settlement Agreement in the circuit court, requesting that the court recognize and enforce the settlement agreement and order Wife to pay legal fees "incurred in this matter." After a hearing, the court granted Husband's motion to enforce and his motion for attorney's fees.

Held: Dismissed.

An order granting a motion to enforce a settlement agreement is not effectively unreviewable on appeal from a final judgment, and therefore, it is not appealable under the collateral order doctrine.

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Kaiguang Xu v. Mayor and City Council of Baltimore, No. 966, September Term 2020, filed March 30, 2022. Opinion by Kenney, J.

https://mdcourts.gov/data/opinions/cosa/2022/0966s20.pdf

EMINENT DOMAIN – PROCEEDINGS TO TAKE PROPERTY AND ASSESS COMPENSATION – NATURE AND FORM OF PROCEEDING

EVIDENCE – OPINION EVIDENCE IN GENERAL – DETERMINATION OF QUESTIONS OF ADMISSIBILITY – PARTICULAR SUBJECTS OF OPINION EVIDENCE – VALUE – REAL PROPERTY

Facts:

On October 16, 2018, Baltimore City (the "City") petitioned to condemn 1238 West Mosher Street (the "Property"), which was then owned by a Florida LLC. The company sold the property to Ms. Xu on March 15, 2019. An order of default was entered on the Petition for Condemnation on May 30, 2019, prior to Ms. Xu recording her deed. Ms. Xu contacted the City challenging the award and the City moved to reopen the case in the interest of justice, and the default order was vacated.

On September 16, 2020, the City and Ms. Xu participated in a telephone status conference with the court where Ms. Xu and the City orally agreed to a bench trial. On October 1, 2020, Ms. Xu entered a filing with the court asking "to change from no jury trial to a jury trial." On October 2, 2020, the court entered a status order stating that "[a]ll requests for action by the Court shall be by written motion with the Clerk or by oral motion made on the record during a court proceeding." At the hearing on October 7, 2020, Ms. Xu did not advance her October 1, 2020 filing and the court was seemingly unaware that it was filed.

When attempting to testify to the value of her property, Ms. Xu stated that she was a real estate agent and began to discuss comparable properties in the neighborhood. On objection by the City, the court explained that the City objected to her testifying as an expert and that because she has not been qualified as an appraiser, she could not testify to value. In ruling on the objection, the court stated "You haven't been qualified as an appraiser. So you can't testify to value. You can testify to the characteristics of the property, but not to value, because that's why you have an expert."

In the end, the court found the City's appraiser's testimony the most persuasive because he used comparable properties that were much similar to the Property than did Ms. Xu's appraiser. The court entered an inquisition in the amount of $24,000, and that order reflected that a jury trial had been "waived either by consent or default of parties."

Held: Reversed.

The case presented an interesting interplay between certain Maryland Rules and the Maryland Constitution. Article XI-B of the Maryland Constitution states that "[n]o land or property taken by the Mayor and City Council of Baltimore for [land development or redevelopment] or in connection with the exercise of any of the powers which may be granted to the Mayor and City Council of Baltimore pursuant to this Article by exercising power of eminent domain, shall be taken without just compensation, as agreed upon between the parties, or awarded by a jury, being first paid or tendered to the party entitled to such compensation." Title 12 of the Maryland Rules applies specifically to condemnation actions. The jury trial language in Article XI-B invokes Maryland Rule 12-207(a), which states in pertinent part that "[a]n action for condemnation shall be tried by a jury unless all parties file a written election submitting the case to the court for determination." Maryland Rule 2-325, which is generally applicable to all civil actions, states that "[a]ny party may elect a trial by jury of any issue triable of right by a jury by filing a demand therefore in writing," and that "failure of a party to file that demand within 15 days after service of the last pleading filed by any party directed to the issue constitutes waiver of trial by jury."

Maryland Rule 1-101(b) makes Title 2 applicable to all civil matters "except as otherwise specifically provided." And because Rule 12-207(a) specifically provides for a different procedure in electing for a jury or bench trial in a condemnation case, it trumps Rule 2-325. In the absence of a joint and mutual written waiver or a party forfeiting a jury trial by willfully and knowingly frustrating the efficient adjudication of the court system by not following the applicable rules, just compensation is to be determined by a jury. *See Montgomery County v. Soleimanzadeh*, 436 Md. 377 (2013).

Moreover, a landowner is prima facie competent to testify as to the value of their land without qualification as an expert. And because landowners are prima facie competent to testify as to their property's value, it follows that they should also be able to testify as to how they arrived at that opinion. *See Baltimore Belt. R.R. Co. v. Baltzell*, 75 Md. 94, 105 (1891) ("[I]t would seem fair and reasonable that the owner should have the opportunity of submitting to the [tribunal] such evidence as he [or she] might deem proper in regard to the value of [the] property.").

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Audrey Creighton v. Montgomery County, No. 999, September Term 2020, filed March 31, 2022. Opinion by Kenney, J.

https://mdcourts.gov/data/opinions/cosa/2022/0999s20.pdf

MUNICIPAL CORPORATIONS – TORTS – DEFECTS OR OBSTRUCTIONS IN STREETS AND OTHER PUBLIC WAYS – GOVERNMENTAL IMMUNITY – STATUTORY IMMUNITY

Facts:

Ms. Audrey Creighton filed suit against Montgomery County alleging that her water well became contaminated and needed to be replaced because of the County's negligent, excess use of salt during the winter months to keep roads free from snow and ice. The Circuit Court for Montgomery County found in favor of the County, holding that the County was protected by both governmental immunity and statutory immunity.

In her timely appeal, Ms. Creighton argued that Montgomery County was not protected by governmental immunity because road maintenance was a proprietary function, and she argued that the County was not protected by statutory immunity because the immunity –conferring statute, 1912 Md. laws, ch. 790, sec. 464—only provided immunity for "proper drainage," and the excess use of salt was not "proper."

Held: Affirmed.

Although maintenance of the roads has consistently been held to be a proprietary function, see *Higgins v. City of Rockville*, 86 Md. App. 670 (1991), snow and ice removal plans and how and when to remove snow and ice during seasonal weather events remain discretionary planning and policy decisions. But even if such decisions were considered to be proprietary, the public-ways exception to governmental immunity limits recovery for negligence to those injured using the public way and not to abutting landowners.

Additionally, the County would also be protected by statutory immunity in this case. 1912 Md. Laws, ch. 790, sec. 464 reads: "And in all cases where roads are hereafter dedicated to the use of the public by private grant, such grants shall be taken to carry with them the right at all time to properly drain such highways without liability to abutting owners for injuries occasioned in consequence thereof." To properly drain in this context means to "draw off liquid gradually or completely, cause the gradual disappearance of, to make gradually dry, to carry away surface water, and to discharge surface or surplus water." In other words, the right to properly drain the road is the right to do what is "appropriate" or "suitable" from an engineering and maintenance

standpoint for the gradual removal of liquids from the roadway for safe travel. Creating a more salty liquid from the ice and snow does not mean that the roadway has not been properly drained.

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ATTORNEY DISCIPLINE

*

By an Opinion and Order of the Court of Appeals dated March 3, 2022, the following attorney has been disbarred:

KEITH M. BONNER

*

By an Opinion and Order of the Court of Appeals dated March 3, 2022, the following attorney has been disbarred:

ROBIN KEITH ANNESLEY FICKER

*

By an Opinion and Order of the Court of Appeals dated March 9, 2022, the following attorney has been disbarred:

LAWRENCE DANIEL O'NEILL

*

By a Per Curiam Order of the Court of Appeals dated March 9, 2022, the following attorney has been disbarred:

DEIDRA NICOLE PROCTOR

*

This is to certify that the name of

RUTH MARGUERITE MARIE SCHAUB

has been replaced upon the register of attorneys in this Court as of March 28, 2022.

*

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JUDICIAL APPOINTMENTS

*

On January 5, 2022, the Governor announced the appointment of **ROSALYN TANG** to the Court of Special Appeals. Judge Tang was sworn in on March 3, 2022 and fills the vacancy created by the elevation of Hon. Steven B. Gould to the Court of Appeals.

*

On February 17, 2022, the Governor announced the appointment of **JOSEPH S. MICHAEL** to the Circuit Court for Washington County. Judge Michael was sworn in on March 11, 2022 and fills the vacancy created by the retirement of the Hon. Daniel P. Dwyer.

*

On February 17, 2022, the Governor announced the appointment of **LYDIE. E. GLYNN** to the District Court – Baltimore City. Judge Glynn was sworn in on March 18, 2022 and fills the vacancy created by the retirement of the Hon. Kathleen M. Sweeney.

*

On February 17, 2022, the Governor announced the appointment of **TAMEIKA M. LUNN-EXINOR** to the District Court – Baltimore City. Judge Lunn-Exinor was sworn in on March 18, 2022 and fills the vacancy created by the retirement of the Hon. Devy P. Russell.

*

On February 17, 2022, the Governor announced the appointment of **THERESA C. MORSE** to the District Court – Baltimore City. Judge Morse was sworn in on March 18, 2022 and fills the vacancy created by the retirement of the Hon. Joan B. Gordon.

*

On February 17, 2022, the Governor announced the appointment of **ANA D. HERNANDEZ** to the District Court – Baltimore City. Judge Hernandez was sworn in on March 23, 2022 and fills the vacancy created by the retirement of the Hon. C. Yvonne Holt-Stone.

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The full text of Court of Special Appeals unreported opinions can be found online:

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