| | | |
|---|---|---|
| **ALICE HUGHES**<br>8551 Upton Circle<br>Apt. 204<br>Rosedale, MD 21237 | * | IN THE |
| | * | CIRCUIT COURT |
| | * | FOR |
| and | * | BALTIMORE CITY |
| **REBEKAH SHIRBACH**<br>66 East Avenue<br>Hagerstown, MD 21740 | * | |
| | * | |
| *On their own behalf and on behalf of all others similarly situated,* | * | |
| Plaintiffs, | * | |
| v. | * | Case No.: |
| **4 ACES BAIL BONDS, INC. t/a BALTIMORE'S DISCOUNT BAIL BONDS**<br>2332 E. Monument Street<br>Baltimore, MD 21205, | * | |
| | * | |
| Serve on resident agent:<br>Milton Tillman III<br>717B Northpoint Boulevard<br>Baltimore, MD 21224, | * | |
| and | * | |
| **CRUM & FORSTER INDEMNITY COMPANY**<br>11490 Westheimer Rd., Ste. 300<br>Houston, TX 77077 | * | |
| | * | |
| Serve on:<br>Maryland Insurance Administration<br>200 St. Paul Place, Suite 2700<br>Baltimore, MD 21202 | * | |
| | * | |
| and | * | |
| **FINANCIAL CASUALTY & SURETY, INC.**<br>3131 Eastside #600<br>Houston, TX 77098 | * | |
| | * | |
| Serve on: | | |

Maryland Insurance Administration *
200 St. Paul Place, Suite 2700
Baltimore, MD 21202 *

and *

**CHESAPEAKE CORPORATE SERVICES, INC.** *
1414 Reisterstown Road *
Lower Level
Baltimore, MD 21208 *

Serve on resident agent: *
Neil W. Steinhorn
1414 Reisterstown Road *
Lower Level
Baltimore, MD 21208 *

and *

**NEIL W. STEINHORN** *
1414 Reisterstown Road
Lower Level *
Baltimore, MD 21208
*

Defendants.

* * * * * * * * * * * *

## CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Alice Hughes and Rebekah Shirbach ("Plaintiffs" or "Named Plaintiffs"), individually and on behalf of all others similarly situated (the "Class" or "Class Members"), through their undersigned counsel, file this Class Action Complaint and Demand for Jury Trial and allege as follows:

## INTRODUCTION

1. Named Plaintiffs file this Complaint, seeking compensatory damages, as well as declaratory and injunctive relief, against the Defendants 4 Aces Bail Bonds, Inc. t/a Baltimore's Discount Bail Bonds ("4 Aces"), Crum & Forster Indemnity Company ("Crum & Forster"),

Financial Casualty & Surety, Inc. ("Financial Casualty"), Chesapeake Corporate Services, Inc. ("Chesapeake"), and Neil W. Steinhorn ("Steinhorn") for engaging in debt collection activities on behalf of "Baltimore's Discount Bail Bonds," an unlicensed and unregistered bail bond company. As part of its collection activities, Defendants filed actions and obtained judgments under the name "Baltimore's Discount Bail Bonds" against Named Plaintiffs and others similarly situated comprising a Class described below.

2. Defendants are all players in the for-profit bail bond industry – an industry with a history of taking advantage of the vulnerability of low-income families whose loved ones are incarcerated pretrial solely because of their inability to post the money bail amount set by a court.

3. In Maryland, bail review outcomes are racially disparate. The mean bail amount set for African American defendants is 45 percent higher than the mean for white defendants at the initial appearance before a District Court commissioner, and 51 percent higher at the bail review hearing before a District Court judge.[1] Because of the racialized nature of bail determinations acting in tandem with other disparities inherent within the criminal justice system, 89 percent of those in custody in Baltimore City are African American, despite making up only 64 percent of the population.[2] Consequently, from 2011 to 2015 in Maryland, bail bond companies charged black defendants $181 million in non-refundable fees known as premiums, while defendants of all other races combined were charged $75 million.[3]

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[1] MD. OFFICE OF THE PUB. DEFENDER, THE HIGH COST OF BAIL: HOW MARYLAND'S RELIANCE ON MONEY BAIL JAILS THE POOR AND COSTS THE COMMUNITY MILLIONS 12 (2016), http://www.opd.state.md.us/Portals/0/Downloads/High%20Cost% 20of%20Bail.pdf.

[2] John Clark, *Finishing the Job: Modernizing Maryland's Bail System* 4, THE ABELL FOUND. (2016), https://www.abell.org/sites/default/files/files/cja-pretrial616(1).pdf.

[3] MD. OFFICE OF THE PUB. DEFENDER, *supra* note 1, at 4.

4. In order to protect vulnerable consumers from unauthorized business practices, the bail bond industry is regulated through the licensing requirements of the Maryland Insurance Code. Maryland law prohibits bail bond companies from operating under any name other than the name in which the license is issued or a trade name filed with the Insurance Commissioner. Md. Code Ann., Ins. § 10-113(b). Maryland law also prohibits bail bond companies from accepting compensation under an unregistered trade name. Md. Code Ann., Ins. § 10-103(e).

5. Despite the clear licensing requirements under the Maryland Insurance Code, at all relevant times, Defendant 4 Aces operated a bail bonding business under the unlicensed and unregistered trade name, "Baltimore's Discount Bail Bonds." It solicited business with, entered into contracts with, and later filed debt collection actions against Plaintiffs and Class Members under the name "Baltimore's Discount Bail Bonds."

6. By filing actions and obtaining judgments against Plaintiffs and Class Members, Defendants have improperly received the assistance of state courts to receive compensation to which they were not entitled, pursuant to Md. Code Ann., Ins. § 10-103(e), and to enforce contracts obtained through unauthorized business practices. *See Harry Berenter, Inc. v. Berman*, 258 Md. 290, 293 (1970).

7. The judgments obtained by Defendants in state courts are void because as an unlicensed company, "Baltimore's Discount Bail Bonds" lacked standing as a claimant in Maryland to collect those debts. *See Finch v. LVNV Funding, LLC*, 212 Md.App. 748, 762 (2013).

8. Without standing, Defendant 4 Aces was not legally entitled to receive compensation on the contracts with Plaintiffs and Class Members.

9. Aided by the state court judgments to which Defendants were not entitled, Plaintiffs and Class Members suffered harm, including the assessment of a purported debt sum, interest, and costs (including attorney fees) against them. The damage arose from Defendants' efforts to enforce the invalid judgments by garnishment, or payments collected through threat based on the judgments, which caused, actually and proximately, the injury for which the Class seek redress.

10. In pursuing judgments to which they were not entitled, Defendants violated various state laws, including the Maryland Consumer Debt Collection Act and the Maryland Consumer Protection Act.

11. Further, Defendants committed conspiracy to collect payments by unlawful means and unjust enrichment.

12. Given Defendants' actions and violations, Maryland law entitles Plaintiffs and the Class to compensatory damages, a declaratory judgment, and injunctive relief, along with their attorneys' fees and expenses.

13. Defendants' violations of Maryland law have enriched Defendants unfairly at the expense of the Class.

14. Defendants' failure to comply with Maryland law is done knowingly.

## PARTIES

15. At the time of the filing of the Complaint, Plaintiff Alice Hughes is a sixty-five year old resident of Rosedale, Maryland. On or around September 20, 2014, unaware that "Baltimore's Discount Bail Bonds" was an unregistered and unlicensed bail bond company, Ms. Hughes entered into a contract with "Baltimore's Discount Bail Bonds" after her nephew, incarcerated on a $75,000.00 bond, reached out to her for assistance. Despite knowing that it was

not entitled to collect compensation as an unlicensed and unregistered bail bond company, on June 20, 2016, "Baltimore's Discount Bail Bonds" filed a consumer debt collection action against Ms. Hughes in the District Court for Baltimore County for the outstanding balance of $6,700.00, plus costs of $96.00 and attorney fees for $1,005.00. After obtaining a judgment against Ms. Hughes, on or about April 5, 2018 and June 4, 2018, "Baltimore's Discount Bail Bonds" obtained Writs of Garnishment against Ms. Hughes' salary. As a result, approximately $131.00 is garnished from each paycheck. Her net income is below the poverty line.

16. At the time of the filing of the Complaint, Plaintiff Rebekah Shirbach is a thirty-eight year old resident of Hagerstown, Maryland, and a single mother of three children. On or around October 1, 2015, unaware that "Baltimore's Discount Bail Bonds" was an unlicensed and unregistered bail bond company, Ms. Shirbach entered into a contract with "Baltimore's Discount Bail Bonds" after her close friend, incarcerated on a $50,000.00 bond, reached out to her for assistance. Despite knowing that it was not entitled to collect compensation as an unlicensed and unregistered bail bond company, on August 9, 2016, "Baltimore's Discount Bail Bonds" filed a consumer debt collection action against Ms. Shirbach in the District Court for Baltimore City for the outstanding balance of $4,450.00, plus costs of $114.00 and attorney fees for $667.50. After obtaining a judgment against Ms. Shirbach, on or about November 28, 2017, "Baltimore's Discount Bail Bonds" obtained Writs of Garnishment against Ms. Shirbach's salary. Consequently, approximately $137.00 is garnished from her paycheck. Her net income to support her and her children falls below the poverty line.

17. Defendant 4 Aces is a corporation organized under the laws of Maryland. At all relevant times, Defendant 4 Aces operated a storefront bail bonding business under the name

"Discount Bail Bonds" on 400 East Eager Street in Baltimore City. Defendant 4 Aces is a "collector" as defined by Md. Code Ann., Com. Law § 14-201.

18. Defendant Crum & Forster is a corporation headquartered in Texas and organized under the laws of Delaware. At all relevant times, Defendant Crum & Forster was authorized to do insurance business in Maryland, and appointed Defendant 4 Aces to operate as its "authorized agent" in the solicitation, sale, and negotiation of bail bonds to consumers. Md. Rule 4-217(b)(2).

19. Defendant Financial Casualty is a corporation headquartered and organized under the laws of Texas. At all relevant times, Defendant Financial Casualty was authorized to do insurance business in Maryland, and appointed Defendant 4 Aces to operate as its "authorized agent" in the solicitation, sale, and negotiation of bail bonds to consumers. Md. Rule 4-217(b)(2).

20. Defendant Chesapeake is a corporation organized under the laws of Maryland operating as a business to collect debts arising out of consumer transactions, including debts on behalf of "Baltimore's Discount Bail Bonds," and is a "collector" as defined by Md. Code Ann., Com. Law §14-201.

21. Defendant Steinhorn is a Maryland attorney and solo practitioner with offices in Baltimore County, Maryland who regularly files suit and appears in Baltimore County, Maryland. Defendant Steinhorn is actively engaged in the business of collecting debts arising out of consumer transactions, including debts on behalf of "Baltimore's Discount Bail Bonds," and is a "collector" as defined by Md. Code Ann., Com. Law § 14-201.

## JURISDICTION AND VENUE

22. Subject matter jurisdiction is proper under Md. Code Ann., Cts. & Jud. Proc.

§ 1-501.

23. This Court has jurisdiction of this matter pursuant to Md. Rule 2-231 in order to facilitate management of multiple similar claims. Maryland law does not permit class actions to be maintained in the District Court of Maryland.

24. Venue is proper in that Defendants transact business within Baltimore City and Ms. Shirbach was sued in Baltimore City.

25. Declaratory and injunctive relief are available pursuant to Md. Code Ann., Cts. & Jud. Proc. § 3-401, *et seq.* and Md. Rule 2-231(b)(2).

26. This Court has further jurisdiction over this matter since the *Rooker-Feldman* doctrine prohibits federal courts from considering both claims actually decided by a state court and claims inextricably intertwined with a prior state-court judgment. In this case the claims asserted are inextricably intertwined with the state-court judgments which caused, actually and proximately, the injury for which the plaintiffs seek redress. *Curnal v. LVNV Funding LLC*, 10-CV-02610-EFM/JPO, 2011 WL 2970816 (D. Kan. July 20, 2011).

27. Because the particular equitable relief sought herein is inextricably intertwined with prior state-court judgments, it is only within the "peculiar province" of this Maryland Court of equity to grant relief requested. *R.D. Johnson Milling Co. v. Brown*, 173 Md. 366, 373 (1938). *See also Wilmer v. Epstein*, 116 Md. 140, 81 A. 379. 381 (1911) ("it is well settled that the enforcement of judgments thus invalid may be restrained in equity").

## FACTUAL ALLEGATIONS OF PLAINTIFFS

### The Money Bail System in Maryland

28. Prior to the implementation of the amended Court Rule 4-216.1 on July 1, 2017, judges in Maryland routinely set money bail at amounts exceeding the means of criminal

defendants. In a study of six jurisdictions conducted by the JFA Institute in 2013, 71 percent of criminal defendants had money bail set at the bail review hearing. Two-thirds of these defendants were unable to post their bonds and remained in jail.[4] In the five neighborhoods with the most jailed residents in Baltimore City, the average bail amount for low-risk defendants was $51,000.00, while the median income was $26,164.00.[5]

29. Those who cannot afford to post the full bail amount must either sit in jail or purchase a bail bond from a licensed bail bonds entity to secure their release. Bail bonds are surety bonds, offered by local bail bond companies that are backed by an insurance corporation as surety. The surety agrees to be indebted to the State in the amount of the full bond should the criminal defendant fail to appear.

30. Bail bond companies charge a premium, a fee amounting to 10 percent of the total money bail set by the judge. Unlike a bond directly posted by a criminal defendant, which is returned to the defendant at the conclusion of the case, premiums collected by bail bond companies are non-refundable. Even if the defendant appears for every court hearing as required and even if the defendant is found not guilty of any crime, individuals remain indebted to the bail bond company for the full amount of the premium.

31. Bail bond companies remit a percentage of the premium collected to sureties.

32. Because most criminal defendants seeking release through a surety bond are unable to afford the premium upfront, it is a standard industry practice for bail bond companies to require co-signers and charge a down payment. Co-signers are usually family members or

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[4] James Austin & Johnette Peyton, *Maryland Pretrial Risk Assessment Data Collection Study*, THE JFA INSTITUTE (2013).
[5] Clark, *supra* note 2, at 4.

friends of the criminal defendant who sign on a bail bonds contract, agreeing to the payment of the remainder of the premium in installments.

33. Bail bond companies and sureties have long profited from the disproportionate impact of money bail on low-income African American neighborhoods in Baltimore City. From 2011 to 2015, companies charged $256 million in premiums to Maryland communities, of which $113 million were charged to residents of Baltimore City alone. More than $75 million in premiums were charged for cases that were ultimately resolved in District Court without any finding of wrongdoing.[6]

**Regulation of the For-Profit Bail Industry**

34. Sureties and bail bonds entities are regulated by the Maryland Insurance Administration. Sureties must receive a certificate of authority that authorizes them to conduct insurance operations in Maryland. *See* Md. Code Ann., Ins. § 4-101. Bail bonds entities comprise of both bail bond companies and individual bail agents who work for these companies. In order to operate in the bail bonding business in Maryland, both companies and agents must comply with two requirements. First, they must be licensed as insurance producers. Md. Code Ann., Ins. §§ 10-103(c)(1), 10-103(e)(1), 10-113(a), 10-304(a); *see also* Md. Code Ann., Ins. § 10-301. Second, they must receive an appointment from an authorized surety to sell, solicit, or negotiate bail bonds on behalf of that surety as its agent. Md. Code Ann., Ins. §§ 1-101(f), 10-103(c)(2), 10-103(d), 10-103(e)(2); *see also* Md. Rule 4-217(b)(2).

35. A bail bond company may not use any name other than the name in which the license is issued or a trade name filed with the Insurance Commissioner when engaging in bail bonds services. Md. Code Ann., Ins. § 10-113(b). Moreover, a bail bond company may not

[6] MD. OFFICE OF THE PUB. DEFENDER, *supra* note 1, at 9-10.

accept compensation for providing bail bonds services under an unregistered trade name. Md. Code Ann., Ins. § 10-103(e).

**Background on Defendants' Practices**

36. Defendant Crum & Forster and Defendant Financial Casualty are authorized to underwrite bail bonds in Maryland.

37. At all relevant times, Defendant 4 Aces has engaged in the business of providing bail bonds to individuals who have been jailed in the State of Maryland, including Baltimore City and Baltimore County. When Defendant 4 Aces arranges for bail to be posted on behalf of a jailed individual, either Defendant Crum & Forster and Defendant Financial Casualty acts as the surety that has appointed Defendant 4 Aces to act as its agent.

38. Instead of using the name with which it is licensed by the Maryland Insurance Administration, Defendant 4 Aces operates under the trade name "Baltimore's Discount Bail Bonds" in soliciting business with potential consumers through a physical storefront located on 400 East Eager Street, in contracts with consumers, and in debt collection lawsuits it files against consumers. At all relevant times, Defendant 4 Aces' storefront was located directly across the street from the Baltimore Central Booking and Intake Center on 300 East Madison Street, where criminal defendants in Baltimore City are held in pretrial detention. The sign on the storefront reads, "Discount Bail Bonds."

39. The name "4 Aces" is neither mentioned on the sign on its storefront on 400 East Eager Street nor in the contracts with consumers.

40. On information and belief, Defendant 4 Aces has employed standardized, uniform contracts and practices relevant to the allegations of this Complaint as further described in the paragraphs that follow. *See Pl. Ex. A.*

41. Defendant 4 Aces requires at least one individual who is not the criminal defendant to co-sign as indemnitor to every bail bond contract.

42. Defendant 4 Aces charges a 10 percent premium in all contracts with consumers. A portion of this premium collected is remitted to the surety, Defendant Crum & Forster or Defendant Financial Casualty, underwriting the particular bail bond.

43. At all relevant times, Defendant 4 Aces did not register or obtain a license for its trade name "Baltimore's Discount Bail Bonds" as required under Maryland law.

44. In addition, on October 5, 2017, the Maryland Insurance Administration issued an Order revoking the license of Defendant 4 Aces on multiple grounds, including the operation of unauthorized business in the name of "Baltimore's Discount Bail Bonds." *Maryland Insurance Administration v. Global Surety & Services Corp. and 4 Aces Bail Bonds, Inc.*, MIA-2017-09-014 and MIA-2017-09-015, at 5 (Oct. 5, 2017) (Order by Maryland Insurance Commissioner).

45. The Maryland Insurance Administration issued a Final Order on March 23, 2018, affirming its previous decision to revoke the license of 4 Aces. *Maryland Insurance Administration v. Global Surety & Services Corp. and 4 Aces Bail Bonds, Inc.*, MIA-2017-09-014 and MIA-2017-09-015 (March 23, 2018) (Final Order by Maryland Insurance Commissioner).

46. Without the legal right or insurance license to do so, "Baltimore's Discount Bail Bonds" through its attorney, Defendant Steinhorn, files consumer debt collection actions to obtain judgments against consumers with alleged outstanding balances.

47. Defendant Steinhorn has filed consumer debt collection actions on behalf of Defendant 4 Aces under an unlicensed and unregistered name, including but not limited to:

"Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," and "Baltimore's Discount Bail Bonds, Inc."

48. Defendant Chesapeake Corporate Services, Inc., occasionally through its trade name "Chesapeake Collections," is a debt collection company that communicates with consumers on behalf of "Baltimore's Discount Bail Bonds" to collect on contracts and, once judgment has been entered, void judgments.

**Plaintiff Alice Hughes' Interaction with Defendants**

49. On or about September 20, 2014, Plaintiff Alice Hughes approached Defendant 4 Aces at its "Discount Bail Bonds" storefront on 400 East Eager Street in Baltimore City, Maryland, and signed a contract with "Baltimore's Discount Bail Bonds," in order to obtain the release of her nephew, Ronald Perry. Mr. Perry was held on a $75,000 bond. The premium charged by "Baltimore's Discount Bail Bonds" was $7,500.00.

50. At the time of the signing the contract, Ms. Hughes paid $700.00. Ms. Hughes was not told by Defendant 4 Aces' selling agent that the name "Baltimore's Discount Bail Bonds" was unlicensed or unregistered.

51. Defendant Financial Casualty is listed as the surety in Mr. Perry's criminal case. Case No. 1C00407051.

52. On the Bail Bond filed in that case, "Discount Bail Bond" is handwritten to indicate its role in the posting of the bond for Mr. Perry. "Financial Casualty" is both handwritten and typewritten to indicate its role as the insurer for Mr. Perry's bond.

53. On the Affidavit of Bail Bondsman filed in that case, "Discount Bail Bond" is handwritten to indicate its role in the posting of the bond for Mr. Perry. A Power of Attorney, Power No, FCS100-1392160, is attached to the Affidavit, which contains the appointment by

Financial Casualty to the bail agent from "Baltimore's Discount Bail Bonds" who signed the Affidavit and posted the bail bond.

54. On or around October 3, 2014, an additional $100.00 payment was credited to Mr. Perry's account.

55. Despite knowing that as an unlicensed and unregistered bail bond company, it was not entitled to enter into or collect payments on bail contracts, on June 20, 2016, "Baltimore's Discount Bail Bond" through its attorney, Defendant Steinhorn, filed a consumer debt collection action in the District Court of Maryland for Baltimore County against Plaintiff Hughes. Case No. 080400165882016 ("Hughes Action").

56. Based on the complaint and affidavit filed by Defendant Steinhorn, on behalf of "Baltimore's Discount Bail Bond," before the District Court of Maryland for Baltimore County in the Hughes Action, affidavit judgment was entered against Ms. Hughes on January 25, 2017 for $6,700.00, plus costs of $96.00 and attorney fees for $1,005.00.

57. Subsequently, on or about April 5, 2018 and June 4, 2018, Defendant Steinhorn, on behalf of "Baltimore Discount Bail Bond," obtained Writs of Garnishment against Ms. Hughes' salary based upon the void and illegal judgment. As part of the garnishments, Defendant sought post-judgment interest as well as additional court costs based on a judgment entered on a complaint filed when it lacked legal standing. Some of Ms. Hughes' wages have been garnished, but the judgment has not been fully satisfied.

58. Defendant Steinhorn also sent communications from a collection company, Chesapeake Corporate Services, Inc., to Plaintiff Hughes seeking to collect on the contract and void judgment. For example, prior to the filing of the consumer debt collection action, he sent Ms. Hughes a letter dated January 19, 2016 that states in part that "**Baltimore's Discount Bail**

**Bond** has requested that my office send you a copy of the suit to be filed within the next 30 days. Since you owe **$6700.00** they would like to see if you would send the check in the enclosed envelope before so that you credit may not be adversely affected by the filing of this suit."

59. Following the void judgment, Defendant Steinhorn also sent an "Account Activity Report" to Ms. Hughes on Chesapeake Corporate Services, Inc.'s letterhead dated November 2, 2017, stating that she owed a balance of $8,028.42 to client "BDBB-Baltimore's Discount Bail Bond."

**Plaintiff Rebekah Shirbach's Interaction with Defendants**

60. On or about October 1, 2015, Plaintiff Rebekah Shirbach and another co-signer, Samantha Sampson, signed a contract with "Baltimore's Discount Bail Bonds" to obtain the release of their close friend, Kenyatta Corbett. During the initial appearance on September 30, 2015, Mr. Corbett's bail was set at $75,000.00. At his bail review hearing on October 1, 2015, the District Court judge reduced the bail to $50,000.00. The premium charged by "Baltimore's Discount Bail Bonds" was $5,000.00.

61. At the time of the signing the contract, Ms. Shirbach paid $500.00. Ms. Shirbach was not told by Defendant 4 Aces' selling agent that the name "Baltimore's Discount Bail Bonds" was unlicensed or unregistered.

62. Defendant Crum & Forster is listed as the surety in Mr. Corbett's criminal case. Case No. 3V00092046.

63. Despite knowing that as an unlicensed and unregistered bail bond company, it was not entitled to enter into or collect payments on bail contracts, "Baltimore's Discount Bail Bonds" through its collection company, Defendant Chesapeake Corporate Services, Inc., sought to collect on the contract. On or around May 31, 2016, an additional $50.00 payment was

credited to Mr. Corbett's account. The payment was made out to "Chesapeake Collections" from Samantha Sampson by postal money order. "Chesapeake Collections" is the trade name for Defendant Chesapeake Corporate Services, Inc.

64. Without the legal right or insurance license to do so, on August 9, 2016, "Baltimore's Discount Bail Bonds, Inc." through its attorney, Defendant Steinhorn, filed a consumer debt collection action in the District Court of Maryland for Baltimore City against Plaintiff Shirbach and Ms. Sampson. Case No. 010100186382016 ("Shirbach Action").

65. The complaint filed by Defendant Steinhorn included a Statement of Account from "Baltimore's Discount Bail Bonds c/o Chesapeake Corporate Services Inc. t/a Chesapeake Collections" alleging an outstanding balance of $4,450.00.

66. Based on the complaint and affidavit filed by Defendant Steinhorn, on behalf of "Baltimore's Discount Bail Bonds, Inc.," before the District Court of Maryland for Baltimore City in the Shirbach Action, affidavit judgment was entered against Ms. Shirbach and Ms. Sampson on October 12, 2016 for $4,450.00, plus costs of $114.00 and attorney fees for $667.50.

67. After obtaining a judgment against Ms. Shirbach, Defendant Steinhorn requested a transmittal of the judgment on November 21, 2016 to the District Court of Maryland for Baltimore County.

68. On September 8, 2017, Defendant Steinhorn also requested an Order directing Ms. Shirbach to appear for an examination in aid of enforcement of the judgment at the Baltimore County District Court. Ms. Shirbach lives in Hagerstown, Maryland, almost 80 miles from the Baltimore County District Court in Towson, Maryland.

69. Subsequently, on or about November 28, 2017, Defendant Steinhorn obtained Writs of Garnishment against Ms. Shirbach's salary based upon the void and illegal judgment. As part of the garnishments, Defendant sought post-judgment interest as well as additional court costs based on a judgment entered on a complaint filed when it lacked legal standing. Some of Ms. Shirbach's wages have been garnished, but the judgment has not been fully satisfied.

## CLASS ACTION ALLEGATIONS

70. Named Plaintiffs Alice Hughes and Rebekah Shirbach bring this action individually and on behalf of all persons similarly situated.

71. The Class consists of: All persons who have had a judgment entered against them in Maryland state courts in favor of Defendant 4 Aces under an unlicensed and unregistered name, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc.," for an alleged debt, interest or costs.

72. Subclass A consists of: All persons of the above-defined class who were sued by Defendant Neil Steinhorn, acting as counsel for Defendant 4 Aces under an unlicensed and unregistered name, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc."

73. Excluded from the Class are:

a. those individuals who now are or ever have been employees of Defendants and the spouses, parents, siblings, and children of all such individuals; and

b. any individual who was granted a discharge pursuant to the United States Bankruptcy Code or state receivership laws after the date of said judgment.

74. The Class, as defined above, is identifiable. Named Plaintiffs are members of the Class and Subclass A.

75. As a part of its routine business practices in Maryland, Defendant 4 Aces, operating under its unlicensed and unregistered trade name, has systematically and regularly entered into contracts with Plaintiffs and Class Members. These contracts contain no mention of the name "4 Aces."

76. As a part of its routine business practices in Maryland, Defendant 4 Aces, operating under its unlicensed and unregistered trade name, has systematically and regularly filed lawsuits and obtained judgments against Plaintiffs and Class Members.

77. Defendants Crum & Forster and Financial Casualty have knowingly appointed and conferred power of attorney to Defendant 4 Aces, operating under its unlicensed and unregistered trade name, as its agent in the solicitation, sale, and negotiation of bail bonds.

78. Defendants Crum & Forster and Financial Casualty have knowingly underwritten bail bonds procured by its agent Defendant 4 Aces, operating under its unlicensed and unregistered trade name.

79. Defendants Crum & Forster and Financial Casualty have knowingly accepted remittances from premiums collected by its agent Defendant 4 Aces, operating under its unlicensed and unregistered trade name.

80. Defendants 4 Aces, Steinhorn and Chesapeake have knowingly assessed, demanded, and collected or attempted to collect on void judgments from Plaintiffs and Class Members.

81. Defendants 4 Aces, Steinhorn and Chesapeake have made unlawful demands to Named Plaintiffs and the Class, have falsely represented to Named Plaintiffs and the Class that

void judgments were owed, and have collected money from Named Plaintiffs and Class Members to which Defendants were not entitled.

82. On information and belief, at all relevant times, Defendants 4 Aces, Steinhorn and Chesapeake, have had actual knowledge of the legal requirement that a bail bond company may not use any name other than the name in which the license is issued or a trade name filed with the Insurance Commissioner when engaging in bail bonds services, and that a bail bond company may not accept compensation for providing bail bonds services under an unregistered trade name. Md. Code Ann., Ins. §§ 10-103(e) and 10-113(b). Moreover, Defendants 4 Aces, Steinhorn and Chesapeake, had actual knowledge that they were prohibited from obtaining judgments under an unregistered and unlicensed name, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," and "Baltimore's Discount Bail Bonds, Inc.," and that Named Plaintiffs and the Class were not liable for said judgments, but have nevertheless persisted in their unlawful billing and collection activities, including threat and/or initiation of garnishment proceedings.

83. Unless and until this Court grants the declaratory and injunctive relief that Plaintiffs seek through this action, Defendants will continue to engage in business practices that violate Maryland law and result in profits to which Defendants are not entitled.

84. Upon information and belief, the Class consists, at a minimum, of several hundred Maryland consumers and is thus so numerous that joinder of all members is impracticable. This allegation is based on the fact that Defendants have filed and/or benefitted from hundreds of collection actions in state courts throughout the State of Maryland against Plaintiff Class Members. *See Pl. Ex. B.*

85. There are questions of law and fact that are not only common to the Class but that predominate over any questions affecting individual class members. The common and predominating questions include, but are not limited to:

a. Whether this Court may declare the judgments obtained in the name of "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc." void;

b. Whether Defendant 4 Aces was using an unlicensed and unregistered trade name when it used its trade name "Baltimore's Discount Bail Bonds" in soliciting business with potential consumers, in its contracts with consumers, and in lawsuits it files against consumers;

c. Whether "Baltimore's Discount Bail Bonds" has been licensed or registered as a trade name of a licensed insurance producer with the Maryland Insurance Administration at any point in time;

d. Whether Defendants assessed, attempted to collect, and/or collected from Class Members amounts pursuant to contracts and void judgments which Defendants had no legal right to demand or collect, and for which the Class Members were not liable;

e. Whether declaratory and injunctive relief is proper to prevent Defendants from continuing to assess, attempt to collect, and/or collect illegal amounts from Class Members; and

f. Whether the Class is entitled to a refund of all amounts paid to Defendants, as well as interest accrued and attorneys' fees.

86. Named Plaintiffs' claims are typical of the claims of the respective members of the Class within the meaning of Maryland Rule 2-231(a)(3), and are based on and arise out of similar facts constituting Defendants' wrongful conduct.

87. The prosecution of separate actions by individual members of the Class would create a risk of establishing incompatible standards of conduct for Defendants within the meaning of Maryland Rule 2-231(b)(1)(A).

88. The actions of Defendant 4 Aces are applicable to the Class as a whole.

89. The actions of Defendants Crum & Forster and Financial Casualty are applicable to the Class as a whole.

90. The actions of Defendants Steinhorn and Chesapeake are applicable to Subclass A.

91. Named Plaintiffs seek equitable remedies with respect to the Class as a whole within the meaning of Maryland Rule 2-231(b)(2).

92. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of this controversy within the meaning of Rule 2-231(b)(3). The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation and the fact that Defendants affirmatively misrepresent to consumers their rights and obligations under threat of post-judgment collection activities, including garnishment of wages.

93. Plaintiffs' counsel are experienced in class actions and foresee little difficulty in the management of this case as a class action. The Lawyers' Committee for Civil Rights Under Law is a nonpartisan, nonprofit organization, with deep experience litigating complex civil rights

matters and class action lawsuits. For example, the Lawyers' Committee is currently litigating a challenge to the State of Louisiana's failure to provide indigent defendants with effective assistance of counsel in criminal cases. *See, Allen, et al. v. Edwards, et al.,* Case No. 655079 (LA 19th Jud. Dis. Ct). The Lawyers' Committee has also successfully litigated other class actions challenging schemes affecting indigent defendants, including a recent matter in the United States District Court challenging the operation of a debtors' prison by the Orleans Parish District Court for those who are unable to pay court fines, fees, and assessments. *See, Cain v. City of New Orleans*, Case No. 2:2015cv04479 (E.D. LA). Counsel from Santoni, Vocci, & Ortega, LLC have been appointed as Class Counsel in numerous class action cases representing consumers in both state and federal court.

94. Named Plaintiffs are adequate representatives of the Class, have no interests antagonistic to the Class, and will fairly represent the interests of the Class in accordance with their affirmative obligations and fiduciary duties.

**COUNT ONE**
**(Violation of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-202)**
**Against All Defendants**

95. Plaintiffs re-allege and incorporate by reference the allegations set forth above, and further allege:

96. Md. Code Ann., Com. Law § 14-202(8) prohibits a debt collector from making any "[c]laim, attempt, or threat[] to enforce a right with knowledge that the right does not exist."

97. Defendants 4 Aces, Steinhorn, and Chesapeake's actions in collecting and/or attempting to collect payments from Plaintiffs and Class Members pursuant to judgments obtained by "Baltimore's Discount Bail Bonds" violate Md. Code Ann., Com. Law § 14-202(8),

which prohibits a debt collector from making any "[c]laim, attempt, or threat[] to enforce a right with knowledge that the right does not exist."

98. Under Md. Code Ann., Com. Law § 14–202(6), a debt collector, in collecting or attempting to collect an alleged debt, may not "[c]ommunicate with the debtor or a person related to him with the frequency, at the unusual hours, or in any other manner as reasonably can be expected to abuse or harass the debtor." Defendants 4 Aces, Steinhorn, and Chesapeake's actions, including, but not limited to, sending notices to Plaintiffs and Class Members – not only the criminal defendants who are presumed to be innocent, but also the loved ones who co-sign on their behalf – in attempting to collect and/or collecting payments pursuant to unlawful and fraudulent contracts entered into with "Baltimore's Discount Bail Bonds" or judgments obtained by "Baltimore's Discount Bail Bonds" violates Md. Code Ann., Com. Law § 14-202(6) because it constitutes a communication that is expected to abuse the debtor.

99. Defendants 4 Aces, Steinhorn, and Chesapeake's statements in notices to Plaintiffs and Class Members that they would be required to pay attorneys' fees and court costs unless Defendants received the demanded payments violates Md. Code Ann., Com. Law § 14-202(9), which prohibits a debt collector from "[u]s[ing] a communication which . . . gives the appearance of being authorized, issued or approved by a government, governmental agency, or lawyer when it is not."

100. The void judgments concerned "real or personal property, services, money, or credit for personal, family, or household purposes," Md. Code Ann., Com. Law § 14-201(c).

101. Defendants 4 Aces, Steinhorn, and Chesapeake's are "collectors" under Md. Code Ann., Com. Law § 14-201(b), as they attempted to collect and/or collected an alleged debt arising out of a consumer transaction.

102. Defendants Crum & Forster and Financial Casualty are liable for the violations of Md. Code Ann., Com. Law § 14-202 committed by its "authorized agent," Defendant 4 Aces.

103. Plaintiffs have been damaged as described above. Members of the Class have suffered similar damages. Defendants are liable for such damages as well as reasonable attorneys' fees and costs.

**COUNT TWO**

**(Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-301)**
**Against Defendants 4 Aces, Chesapeake, Crum & Forster, and Financial Casualty**

104. Plaintiffs re-allege and incorporate by reference the allegations set forth above, and further allege:

105. Maryland's Consumer Protection Act ("CPA"), Md. Code Ann., Com. Law § 13-101, *et seq.*, prohibits any "person" from engaging in any unfair or deceptive trade practices regarding, among other things, the collection of consumer debts. Md. Code Ann., Com. Law § 13-303(5).

106. Defendants 4 Aces and Chesapeake are each a "person" under the CPA, Md. Code Ann., Com. Law § 13-101(h), and thus prohibited from engaging in unfair and deceptive trade practices.

107. The CPA specifically prohibits Defendants from making any false or misleading oral or written statement or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers. Md. Code Ann., Com. Law § 13-301(1).

108. The CPA further prohibits Defendants from failing to state a material fact if the failure deceives or tends to deceive. Md. Code Ann., Com. Law § 13-301(3).

109. In violation of the CPA, Md. Code Ann., Com. Law § 13-301(1), Defendant 4 Aces' representation to Named Plaintiffs and Class Members that it could sell bail bonds under

an unlicensed and unregistered trade name constituted a false statement or representation that had the effect of deceiving consumers.

110. In violation of the CPA, Md. Code Ann., Com. Law § 13-301(3), Defendant 4 Aces' omission of its unlicensed and unregistered status for its trade name constituted a failure to state a material fact that deceived Named Plaintiffs and Class Members.

111. In violation of the CPA, Md. Code Ann., Com. Law § 13-303(5) and § 13-301(1), Defendants 4 Aces and Chesapeake told Named Plaintiffs and Class Members that they were obligated to pay judgments that were not legally enforceable.

112. Defendants 4 Aces and Chesapeake engaged in unfair and deceptive practices by attempting to collect and/or collecting on monies that, in fact, were not legally due and were not legally enforceable, and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, Md. Code Ann., Com. Law § 13-101 *et seq.*, including Md. Code Ann., Com. Law § 13-303(5), and §§ 13-301(1) and (3).

113. A violation of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law § 14-201, *et seq.*, is a *per se* violation of the CPA.

114. As a result of Defendants 4 Aces and Chesapeake's unfair and deceptive trade practices in violation of the CPA, Plaintiffs and Class Members were induced to make payments to Defendants in excess of what is legal, causing them injury or loss.

115. Defendants acted knowingly while calculating, enforcing, collecting, and/or attempting to enforce and collect on void judgments.

116. Defendants Crum & Forster and Financial Casualty are liable for the violations of § 13-101 *et seq.*, committed by its "authorized agent," Defendant 4 Aces.

117. Plaintiffs and the members of the Class seek to recover damages and their attorneys' fees from Defendants.

**COUNT THREE**
**(Conspiracy to Collect Payments by Unlawful Means)**
**Against All Defendants**

118. Plaintiffs re-allege and incorporate by reference the allegations set forth above, and further allege:

119. Defendants knowingly agreed to collect payments from Plaintiffs and Class Members by unlawful means, to wit: using the unlicensed and unregistered name "Baltimore's Discount Bail Bonds."

120. The Insurance Code prohibits bail bond companies from accepting compensation under unlicensed and unregistered names. Md. Code Ann., Ins. § 10-103(e). The Insurance Code also requires bail bond companies to enter contracts using names that are licensed or registered. Md. Code Ann., Ins. § 10-113(b).

121. Defendants knew or had the ability to know that "Baltimore's Discount Bail Bonds" was required to have a license or registration, and that Defendant 4 Aces failed to obtain a license or registration before entering into contracts and collecting payment on those contracts against Plaintiffs and Class Members.

122. In furtherance of the conspiracy, the following overt acts were committed:

A. Defendant 4 Aces entered into contracts under the unlicensed and unregistered trade name "Baltimore's Discount Bail Bonds."

B. Defendant 4 Aces, Steinhorn, and Chesapeake collected or attempted to collect payments arising from those unlawful contracts.

C. Defendants Crum & Forster and Financial Casualty accepted premiums remitted by Defendant 4 Aces from those unlawful contracts.

D. Defendants Steinhorn and Chesapeake engaged in collection actions on behalf of "Baltimore's Discount Bail Bonds" arising from those unlawful contracts.

E. Defendants Steinhorn and Chesapeake enforced judgments from those collection actions, including but not limited to wage garnishment.

F. Defendants Crum & Forster and Financial Casualty continued to write or place hundreds of bail bonds sold in the name of "Baltimore's Discount Bail Bonds," despite knowing or being in a position to know that "Baltimore's Discount Bail Bonds" did not possess a certificate of qualification to operate as an insurance producer in Maryland, as mandated by Md. Code Ann., Ins. § 27-404.

123. By making payments on contracts and judgments obtained by unlawful means, Plaintiffs and Class Members suffered economic damages.

**COUNT FOUR**
**(Restitution and Unjust Enrichment)**
**Against All Defendants**

124. Plaintiffs re-allege and incorporate by reference the allegations set forth above, and further allege:

125. Defendants were not entitled to receive any benefit or payments from Plaintiffs and Class Members as a result of the judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," and "Baltimore's Discount Bail Bonds, Inc." in the state courts against Plaintiffs and Class Members.

126. Defendants have known or should have known that "Baltimore's Discount Bail Bonds" was required to have a license or registration and Defendant 4 Aces failed to obtain a license or registration before seeking judgment against the Plaintiffs and Class Members.

127. By paying money on the void judgments demanded by Defendants, Plaintiffs and Class Members conferred the benefit of these illegally demanded and collected charges upon Defendants.

128. Defendants accepted the benefits conferred upon them by Plaintiffs and Class Members when they accepted the money paid toward illegally assessed amounts. Defendants were aware of, and had knowledge of, the benefits conferred on them, as they demanded those benefits.

129. Defendants' collection, acceptance, and retention of the impermissible and illegal amounts when they were not entitled to those amounts as a matter of law is, was, and continues to be, unjust and inequitable. Defendants should not be permitted to retain the benefits of those void judgments, and their continued withholding of the illegal amounts is improper.

130. Plaintiffs and Class Members conferred these unjust benefits upon Defendants after and as a result of Defendants' illegal misconduct as set forth in this complaint.

**COUNT FIVE**
**(Declaratory and Injunctive Relief)**
**Against all Defendants**

131. Plaintiffs re-allege and incorporate by reference the allegations set forth above, and further allege:

132. Plaintiffs seek a declaration individually and on behalf of the Class that Defendants are not entitled to attempt to collect any amounts pursuant to the contracts entered into with "Baltimore's Discount Bail Bonds."

133. Plaintiffs seek a declaration individually and on behalf of the Class that any judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," and "Baltimore's Discount Bail Bonds, Inc." are void as a matter of law.

134. Defendants should be ordered to disgorge all amounts that they have obtained from Plaintiffs and the Class. The disgorged amounts are liquidated amounts.

135. Defendants should be enjoined from attempting to collect and/or collecting any amounts from Plaintiffs and the Class pursuant to the contracts entered into between "Baltimore's Discount Bail Bonds" and consumers.

136. Defendants should be enjoined from attempting to collect and/or collecting any amounts from Plaintiffs and the Class pursuant to judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc."

137. Alternatively, Plaintiffs seek a declaration that Defendants are not entitled to the assistance of any Maryland court in enforcing judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc."

WHEREFORE, Plaintiffs pray that the following relief be granted to Plaintiffs and Class Members on their claims set forth above:

A. The Court certify a class of persons as set forth herein or as may be amended, appoint Named Plaintiffs as Class Representatives, and appoint their counsel as Class Counsel;

B. The Court enter a declaratory judgment establishing that Defendants are not entitled to attempt to collect any amounts pursuant to the contracts between "Baltimore's Discount Bail Bonds" and Plaintiffs or Class Members;

C. The Court enter a declaratory judgment establishing that any judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc." are void as a matter of law;

D. The Court enter an order granting Plaintiffs and Class Members a preliminary and permanent injunction prohibiting Defendants from attempting to collect and/or collecting fees from Plaintiffs and Class Members on void judgments;

E. The Court enter judgment in favor of Plaintiffs and Class Members and against Defendants, jointly and severally, in the amount of all sums paid by Plaintiffs and Class Members pursuant to contracts between "Baltimore's Discount Bail Bonds" and Plaintiffs or Class Members;

F. The Court enter judgment in favor of Plaintiffs and Class Members and against Defendants, jointly and severally, in the amount of all sums paid by Plaintiffs and Class Members pursuant to judgments obtained under an unlicensed and unregistered trade name of Defendant 4 Aces, including but

not limited to "Baltimore's Discount Bail Bond," "Baltimore's Discount Bail Bonds," "Baltimore's Discount Bail Bond, Inc.," or "Baltimore's Discount Bail Bonds, Inc.";

G. The Court award pre-judgment and post-judgment interest against Defendants, jointly and severally, on all sums awarded to Plaintiffs and Class Members;

H. The Court award to Plaintiffs and Class Members reasonable attorneys' fees and the costs of these proceedings against Defendants, jointly and severally; and,

I. The Court order such other and further relief as the nature of this case may require.

J. In compliance with Maryland Rule 2-305, Plaintiffs state that they seek damages in excess of $75,000 on behalf of themselves and all others similarly situated.

## NOTICE OF CLAIM FOR ATTORNEYS' FEES

Pursuant to Maryland Rule 2-703, Plaintiffs hereby give notice that they seek attorneys' fees in this case. Plaintiffs further state that as the case progresses, these fees could be substantial.

Respectfully submitted,

Jane Santoni
Matthew Thomas Vocci
Chelsea Ortega
Santoni, Vocci & Ortega, LLC
401 Washington Avenue, Suite 200
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Phone: 443-921-8161
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Phone: 202-662-8313
vpow@lawyerscommittee.org

*Attorneys for the Named Plaintiffs and the Putative Class*

## DEMAND FOR JURY TRIAL

Plaintiffs, individually and on behalf of the Class Members, demand trial by jury on all issues of fact.

Jane Santoni

# Exhibit A

# DISTRICT COURT OF MARYLAND FOR Baltimore City

LOCATED AT (COURT ADDRESS)

**COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT**

☒ $5,000 or under ☐ over $5,000 ☐ over $10,000

Clerk: Please docket this case in an action of ☒ contract ☐ tort ☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:
the Defendant failed to pay the balance due for a bail bond fee.

CASE NO.
CV 0101-18638-16

**PARTIES**

Plaintiff
Baltimore's Discount Bail Bonds Inc.
c/o Chesapeake Corporate Services Inc.
1414 Reisterstown rd. Lower Level Balto.MD 21208

VS.

Defendant(s):

1. Rebekah Shirbach
7859 Abbott Dr.
Boonsboro, MD 21713
Serve by: ☐ Certified Mail ☒ Private Process ☐ Constable ☐ Sheriff

2. Samantha Sampson
2730 Harlem Ave.
Baltimore, MD 21216
Serve by: ☐ Certified Mail ☒ Private Process ☐ Constable ☐ Sheriff

3.
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

4.
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

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(See Continuation Sheet)

The Plaintiff claims $ 4,450.00, plus interest of $ _____, Interest at the ☐ legal rate ☐ contractual rate calculated at _____ %, from _____ to _____ ( _____ days x $ _____ per day) and attorney's fees of $ 667.50 plus court costs.

☐ Return of the property and damages of $ _____ for its detention in an action of replevin.

☐ Return of the property, or its value, plus damages of $ _____ for its detention in action of detinue.

☐ Other: _____

and demands judgment for relief.

**ATTORNEYS**

For Plaintiff - Name, Address, Telephone Number & Code
Neil W. Steinhorn
1414 Reisterstown rd. Lower Level
Baltimore, MD 21208
#009455

Signature of Plaintiff/Attorney/Attorney Code

Printed Name: Neil W. Steinhorn
Address: 1414 Reisterstown Rd. Lower Level Balto.MD 21208
Telephone Number: 410-653-3300
Fax: 410-653-2900
E-mail: _____

## MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ (Name) is/are in the military service.

☒ No Defendant is in the military service. The facts supporting this statement are:
see Military Affidavit attached

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the aforegoing Affidavit are true and correct to the best of my knowledge, information and belief.

8/8/16
Date

Signature of Affiant

## APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☒ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ Plaintiff ☒ agent of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

8/8/16
Date

Signature of Affiant

BAIL BOND INDEMNIFICATION AGREEMENT

*(Read This Document Carefully)*

Date: 01 OcT, 20 15

IN CONSIDERATION OF BALTIMORE'S DISCOUNT BAIL BONDS, its agents, servants and/or employees (hereinafter referred to as "Bondsman") executing, procuring, guaranteeing and/or continuing a bail bond for KENYATTA CORBETT (Defendant Name) in the amount of Fifty Thousand - Dollars ($ 50000 .00), or any renewal thereof, we, the undersigned, hereby, jointly and severally, covenant and agree to pay the Bondsman a premium in the amount of Five Thousand - Dollars ($ 5,000 .00). Further, the undersigned, jointly and severally, will at all times indemnify and keep the Bondsman indemnified and hold it harmless from and against any and all losses, demands, liabilities and expenses associated with the forfeiture, and/or collection of any outstanding premium, including, but not limited to the following: (a) the principal amount of any forfeiture of the foregoing bail bond, (b) detective fees and fees for any and all agents of the Bondsman to attempt to prevent the forfeiture of the foregoing bail bond, which fees shall be in the amount of ten percent (10%) of the amount of the bond, (c) reasonable attorney fees in the amount of fifteen percent (15%) of the amount of the bond or unpaid premium, as applicable, (d) all extradition costs that may be incurred to apprehend the party being bonded, and (e) any and all other costs, expenses and/or fines that may be incurred by any forfeiture of the foregoing bail bond.

FURTHERMORE, the undersigned, jointly and severally, consent to any and all credit record searches by, and releases of information of their credit reports to the Bondsman. If, in the sole opinion of the Bondsman, the undersigned is obligated to pay any sum or sums of money under this Indemnification Agreement or in the event that forfeiture of the foregoing bail bond, the undersigned hereby authorizes the Bondsman to sue on that/those Note(s) executed by the undersigned on even date herewith for the bond and/or for the balance of premium due.

IN WITNESS WHEREOF, the undersigned sets his or her hand and affixes his or her seal on the date and year first above written.

X Rebekah Shirbach
(Indemnitor #1 Signature)

L. Hargrove (SEAL)
(Witness)

X Rebekah Shirbach
(Print name)

(Indemnitor #2 Signature)

L. Hargrove (SEAL)
(Witness)

Samantha Sampson
(Print name)

(Defendant Signature)

(SEAL)
(Witness)

(Print name)

# Exhibit B

# Maryland Judiciary Case Search Results

The result set exceeds the limit of 500 records. Please narrow your search. (Search Again)

Company: **BALTIMORE'S DISCOUNT**

500 items found, displaying 1 to 25.

[First/Prev] **1**, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 [Next/Last]

Note: Initial Sort is by Last Name. Sorting by other columns is available by clicking on the desired column header. Secondary sort is always Case Number. (0.069 seconds)

| Case Number | Name | Date of Birth | Party Type | Court | Case Type | Case Status | Filing Date | Case Caption |
|---|---|---|---|---|---|---|---|---|
| 010100316092017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100316082017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100316072017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100316072017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100316062017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100316062017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100313092017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100313092017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100313082017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | Closed | 12/19/2017 | |
| 010100313072017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/19/2017 | |
| 010100313682017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313672017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |

CaseSearch will only display results for cases that exist and for which the case's existence or a person's identity is not protected information under the Maryland Rules on Access to Court Records.

| Case Number | Name | Date of Birth | Party Type | Court | Case Type | Case Status | Filing Date | Case Caption |
|---|---|---|---|---|---|---|---|---|
| 010100313672017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313662017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313662017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313662017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313652017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313652017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313652017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313642017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313642017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313642017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313632017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313632017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |
| 010100313622017 | Baltimore's Discount Bail Bonds | | Plaintiff | Baltimore City District Court 5800 Wabash Ave | CONT | ACTIVE | 12/18/2017 | |

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Frequently Asked Questions

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