**IN THE CIRCUIT COURT FOR BALTIMORE COUNTY**

WILLIAM J. PATERAKIS,
[redacted]
individually, as Personal Representative
of the Estate of JOHN PATERAKIS
and as Trustee of the
JOHN PATERAKIS REVOCABLE TRUST

and

VENICE PATERAKIS SMITH
[redacted]
individually, as Personal Representative of
the Estate of JOHN PATERAKIS
and as Trustee of the
JOHN PATERAKIS REVOCABLE TRUST

Plaintiffs,

v.

ROULA PASSON PATERAKIS
[redacted]

Defendant,

and

STEPHEN PATERAKIS
[redacted]

and

STEPHANIE PATERAKIS
[redacted]

Case No. _____

**COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES**

COPY

and

TYLER PATERAKIS and
OLIVIA PATERAKIS, Minors, By and
Through Their Mother and Next Friend
STEPHANIE PATERAKIS
[redacted]

and

ANTONIA PATERAKIS
[redacted]

and

MATTHEW PATERAKIS
[redacted]

and

ALAINNAH SEYLER
[redacted]

and

JONATHON PATERAKIS
[redacted]

and

ADAM PATERAKIS
[redacted]

and

KIRA PATERAKIS
[redacted]

and

ALEXANDER SMITH
[redacted]

and

JASON SMITH
[redacted]

and

ERIC SMITH
[redacted]

and

JOHN PATERAKIS, JR.
[redacted]

and

SHAWN PATERAKIS
[redacted]

and

FORREST PATERAKIS, A Minor
By and Through His Father and Next Friend
SHAWN PATERAKIS
[redacted]

and

RYAN PATERAKIS

[redacted]

and

TONAMY PATERAKIS

[redacted]

and

CHARLES PATERAKIS

[redacted]

and

MELISSA PATERAKIS

[redacted]

and

KRISTIN PATERAKIS

[redacted]

and

EVAN PATERAKIS

[redacted]

and

KAREN PATERAKIS PHILIPPOU
[redacted]

and

ALEXA PHILIPPOU
[redacted]

and

JOHN PHILIPPOU
[redacted]

and

NICOLAS PHILIPPOU, A Minor,
By and Through His Mother and Next Friend,
KAREN PATERAKIS PHILIPPOU
[redacted]

Interested Persons.

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## COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES

William J. Paterakis ("Bill") and Venice Paterakis Smith ("Vanessa"), individually, as Personal Representatives of the Estate of John Paterakis and as Trustees of the John Paterakis Revocable Trust, by their undersigned attorneys, sue Roula Passon Paterakis, and allege as follows:

## OVERVIEW

This litigation pertains to the estate of John Paterakis ("John"), the prominent Maryland baker and businessman who died on October 16, 2016. For many years, John lived happily as a divorced man. He was not bashful about expressing his disdain for the idea of remarriage. His long-time live-in girlfriend, Roula Passon, saw things differently. John provided for his girlfriend in his estate plan, but not as generously as she would have liked. Roula had grown accustomed to extravagant living. Roula was to receive the house in which they lived, the furnishings, and $250,000, an IRA containing over $500,000 and $647,500 in life insurance. There he drew the line.

Having latched on to a wealthy divorced man, John's girlfriend wanted much more from their arrangement. She berated him. She bclittled him. She frittered away his hard-earned money in frivolous purchases and perpetual poker games. She vented her rage in four letter words spit at him in fusillades like shards of broken plates. She did everything she could think of to break him. Finally, time, illness and age did what Roula had been unable to do. The humble, non-ostentatious baker grew weak and gravely ill. In his final year, he spent much of his life at Johns Hopkins Hospital struggling just to stay alive. In the final 14 months, weak and increasingly confused, John married Roula in a hastily arranged ceremony to which none of the children were invited.

Roula, however, was not content with a marriage certificate. She knew exactly what she would receive at John's death and she was not satisfied with what she dismissively regarded as a pittance. So she berated John into agreeing to leave her $5 million. She failed in this last extortionate

attempt, but only because of John's age and ill health. He died before changing his estate plan to accommodate her demand.

In a patent effort to squeeze the estate for more, Roula now claims that John and his children engaged in a secret, fraudulent scheme to deprive her of the inheritance which she claims should be hers. John's children were never involved in arranging John's estate planning and there was no "scheme." What Roula characterizes as a "fraudulent scheme" was, in fact, John's legitimate estate and succession planning put in place long before Roula rushed the terminally-ill decedent into those hastily arranged nuptials. In cynical forum-shopping, a year after John's estate was opened in Baltimore County – where John resided for four decades – Roula filed suit in Baltimore City. She conspicuously omitted John's trustees, his estate, his personal representatives, and trust beneficiaries as parties notwithstanding the fact that her allegations cast a cloud over both trust and probate assets.

Accordingly, the Trustees and Personal Representatives seek a declaratory judgment that will remove the cloud and facilitate the efficient administration of the trusts and the estate. Furthermore, in recent years, John had some bakery business cash delivered to the house and some or all of these funds may not have been properly reported for tax purposes. Roula routinely spent, and benefitted, from this cash. The Estate has become responsible for the payment of John's delinquent taxes with respect to this cash. Roula has been unjustly enriched by amounts that should have been paid in taxes. Accordingly, the Trustees and the Personal Representatives seek damages for Roula's unjust enrichment.

## PARTIES

1. John Paterakis died on October 16, 2016, domiciled in Baltimore County, Maryland, residing at [redacted] where he had lived continuously for

46 years.

2. Plaintiffs, William J. Paterakis ("Bill") and Venice Paterakis Smith ("Vanessa"), were appointed Personal Representatives of the Estate of John Paterakis on October 24, 2016, the estate being administered in the Orphans' Court for Baltimore County as Estate No.: 190685 (the "Estate"). They are also Trustees of the John Paterakis Revocable Trust (the "Trust"). Bill resides in [redacted] Vanessa resides in [redacted]

3. Defendant, Roula Paterakis, is the surviving purported widow of John Paterakis and resides in [redacted]

4. Stephen Paterakis resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

5. Stephanie Paterakis resides at [redacted] She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

6. Tyler Paterakis and Olivia Paterakis reside at [redacted] They are beneficiaries of the John Paterakis Revocable Trust and interested persons in the estate of John Paterakis and are named to satisfy the requirements of the declaratory judgment statute.

7. Antonia Paterakis resides at [redacted] She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

8. Matthew Paterakis resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

9. Alainnah Seyler resides at [redacted] She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

10. Jonathon Paterakis resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

11. Adam Paterakis resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

12. Kira Paterakis resides at [redacted] She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

13. Alexander Smith resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

14. Jason Smith resides at [redacted] He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

15. Eric Smith resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

16. John Paterakis, Jr. resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

17. Shawn Paterakis resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

18. Forrest Paterakis resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

19. Ryan Paterakis resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

20. Tonamy Paterakis resides at [redacted]. She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

21. Charles Paterakis resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

22. Melissa Paterakis resides at [redacted]

[redacted]. She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

23. Kristin Paterakis resides at [redacted]. She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

24. Evan Paterakis resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

25. Karen Paterakis Philippou resides at [redacted]. She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

26. Alexa Philippou resides at [redacted]. She is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

27. John Philippou resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

28. Nicolas Philippou resides at [redacted]. He is a beneficiary of the John Paterakis Revocable Trust and an interested person in the estate of John Paterakis and is named to satisfy the requirements of the declaratory judgment statute.

## JURISDICTION AND VENUE

29. The Court has subject matter jurisdiction. This Court has jurisdiction to grant

declaratory relief determining "any question arising in the administration of [an] estate or trust." MD. CODE ANN., CTS. & JUD. PROC. § 3-408. The Court also has jurisdiction because the amount in controversy exceeds Seventy-Five Thousand Dollars ($75,000.00).

30. Plaintiffs have standing as a "person interested as or through a personal representative, trustee, guardian or other fiduciary, creditor, devisee, legatee, heir, next of kin, or beneficiary of a trust, in the administration of a trust, or of the estate of a decedent," to obtain "a declaration of rights or legal relations in respect to the trust or the estate of the decedent." MD. CODE ANN., CTS. & JUD. PROC. § 3-408.

31. This Court has personal jurisdiction over the Defendant pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-102-03.

32. Venue is proper in Baltimore County pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-201. Defendant resides in Baltimore County, Maryland.

## FACTS COMMON TO ALL COUNTS

### A. The Little Greek Baker That Got Lucky.

33. John Paterakis was born in March 1929 in his parents' modest rowhouse at [redacted]

34. When his father, Isidore "Steve" Paterakis, founded H&S bakery in 1943, the business was a two-man operation on Fagley Street in Highlandtown. Steve's son-in-law, Harry Tsakalos, was his partner. They started by making Italian bread by hand and baking it in an old brick flat-hearth oven.

35. John was a 1947 graduate of Patterson Park High School and he had plans to attend college, but his father became ill with leukemia. So he went to work for H&S. When his father died

in 1952, John assumed control of the business.

36. John brought to the business simple old-world virtues of hard work and discipline. He was known for working 20 hour days and for even working on Thanksgiving and Christmas. He did not take expensive vacations or indulge in luxuries. He took pleasure almost exclusively from work and his children.

37. John moved the business to Fells Point in the 1950s. Under John's management, H&S Bakery became one of the largest bakers on the East Coast, producing dozens of varieties of breads, rolls and specialty items.

38. He continually sought ways to expand the business and he showed a knack for landing large customers. He made deals with grocery store chains, like Food Fair, and other institutional purchasers that helped him to grow the business.

39. Early on John realized that small, independent bakeries were losing out to supermarket chains. Under his direction, H&S mastered the art of mechanized bread-making and implemented methods for the mass-production of specialty items such as Italian bread, French bread and kaiser rolls.

40. John once told the Baltimore Sun, in characteristic understatement, that he "had to take some risks," to make H&S so successful. In the early 1960s, he took one of his largest risks. It was then that he struck a deal with Ray Kroc, the founder of McDonald's. It led to the formation of Northeast Foods, Inc., a state-of-the-art bakery division specializing in baking and serving multi-chain casual dining operations. Northeast Foods spent $1.5 million building the Athens Automatic Rolls plant, an automated, state-of-the-art roll-manufacturing plant on Moravia Road. His gamble paid off, McDonald's became one of his largest customers, and as McDonald's grew

exponentially so did the Paterakis baking empire.

41. To this day, Northeast Foods remains McDonald's largest supplier of hamburger rolls.

42. Despite his enormous success, John remained self-effacing. He lived in the same house for 46 years and drove the same car year after year. At the 2016 ceremony inducting him into the Baltimore Sun's Business and Civic Hall of Fame, he said, "you gotta remember, I'm just a little Greek baker that got lucky."

43. Just as he had a vision for the success he wanted for his bakery, so too, John had a vision for its generational continuity. Those who knew him best recall him often saying, "I live for my kids," and "everything I did in my life I did for my children." John ensured that the Paterakis business empire would pass to his children.

44. First, in the 1970s, many years before his death, John transferred substantial ownership stakes in Northeast Foods and H&S Bakery to his sons.

45. Second, over many years his sons earned positions of responsibility in his business ventures. They spent summers working in the bakeries so they could learn the business. And as he aged, John gradually ceded control to them. "After awhile, I stopped going into the bakeries," he told Baltimore Magazine in 2013. "I'd see that something was different and say, 'Who the [expletive] changed this?'" As he admitted to the magazine, "I had to pull back." His son, JR, reported that his father was "still 'a bear' to deal with" until around 2008, when "he began to take things easier."

46. Bill assumed control over, and became president of, Northeast Foods and has run the bakeries for over 20 years. John Jr. ("JR") became the head of sales. Charles ("Chuck") assumed responsibility for transportation and construction. Steve became the president of Schmidt Baking Company, one of the many bakeries the family acquired over the years.

47. Over the last 10-15 years, Bill has been the "go-to" manager and, although the boys split up responsibilities, all divisions have been under his control.

48. By gradually placing his four sons in control of the Paterakis enterprises, he assured the even, stable succession critical to maintaining the satisfaction of the thousands upon thousands of loyal customers he had cultivated for decades.

**B. The Paterakis Family Has Success In Real Estate.**

49. As early as the 1960s, John's relentless work ethic, smart risk-taking and simple lifestyle combined to give him growing affluence. It was only a matter of time before he looked beyond baking for investment opportunities. Although he disclaimed any desire to be a developer, the family's growing wealth made it possible for the Paterakis family to invest in commercial real estate.

50. In the mid-1980s, Baltimore's mayor persuaded John to arrange for the family to purchase a tract of Inner Harbor property with the understanding that the city would later buy it back.

51. John arranged for an H&S subsidiary together with The Paterakis/Tsakalos Family Partnership (a partnership formed around 1985 by John's four sons and Nick Tsakalos) to purchase the land for approximately $11 million. However, the city never followed through on its promise to purchase the Inner Harbor tract.

52. In 1995, John founded H&S Properties Development Corporation with developer Michael S. Beatty. Through H&S Properties, they developed what became known as Harbor East, a 15-acre, mixed-use development. The arrangement proved successful. The Paterakis family provided the money and Beatty provided the development expertise.

53. Subsequent Harbor East development included apartments, condominiums and

mixed-use development.

54. Despite his prominent public role in its development, John never had a significant ownership interest in Harbor East, preferring instead to have his children participate in the opportunity.

**C. Roula The "Material Girl."**

55. John first married in 1950. His first wife was Antoinette Apostolou, or Toni, as she is known. They had six children together and John loved Toni as he loved no other woman in his life. But Toni became increasingly unhappy with John and she left him after the children were grown.

56. At first, John waited for Toni to return. But after they were divorced in 1995, and she remarried in 1997, John knew that his relationship with Toni was over. They did not reconnect until the end of his life.

57. John began dating Roula Passon and Roula began living with him in or around 2001.

58. Roula's two previous marriages had ended in divorce. Roula's personality was volatile and she was on medication. She was prone to paranoia and distrusted everyone around John. . Her unstable personality took a marked turn for the worse in 2012 after the death of her son.

59. For Roula, who often told people that she was a two-time lottery winner, meeting John was like hitting the lottery a third time. Roula was hungry for status, luxury and extravagance. John's affluence gave her the cash she needed to satisfy her appetite.

60. Some cash from the bakery was kept in a safe at the house. Roula came to believe that John was taking some cash from the business without reporting all of it for tax purposes.

61. As John aged, Roula had ready access to this cash which she dissipated with abandon. Roula spent John's money in a way that was wholly uncharacteristic of him. Her penchant for

conspicuous consumption mocked his old-world tradition of frugality.

62. Roula made daily online, lavish purchases which she had delivered to the house. On one occasion, while in Las Vegas, she charged two Hermes Birkin Bags to the room worth tens of thousands dollars. Some of these extravagant purchases she turned around and sold to friends to generate additional funds for her excessive spending and gambling habit.

63. Roula had a taste for poker, though not the talent for it, and she lost large sums to John's friends in weekly poker games. The excess was so offensive that the time came when some of John's friends refused to participate in what they regarded as taking advantage of John.

64. Roula's extravagant parties went on into the early hours of the morning often preventing John from getting any sleep.

**D. John's Estate Planning.**

65. As a successful and wealthy owner and manager of a large business empire, John benefitted for many years from complex estate and business planning crafted by attorneys at Venable and DLA Piper. As would be expected, this planning sought to facilitate the succession of family assets from one generation to the next, to minimize the impact of taxes and to avoid probate.

66. As early as the 1970s, John started legitimately shifting his business interests to his sons, and later, his other assets to his daughters.

67. On May 10, 2002, John executed a pour-over will which stipulated that at his death all of his property would go to the John Paterakis Revocable Trust. The Revocable Trust, in turn, provided that all "furniture, furnishing, art work, jewelry, household and personal effects, automobiles and other tangible personal property" would be distributed to his two daughters, Venice Paterakis Smith and Karen Paterakis Phillipou.

68. The Trust also provided that Venice and Karen would each receive a distribution of $250,000.00. Roula Passon was not mentioned anywhere in the 2002 estate plan.

69. On June 16, 2004, John executed an Amendment to Revocable Trust Agreement. This amendment stipulated that upon his death $250,000.00 would be distributed to Roula, provided she was living with John at the time of his death.

70. On April 20, 2005, John executed the Second Amendment to Revocable Trust Agreement. The Second Amendment provided that upon John's death, the trustees should distribute to Roula, provided she was living with John at the time of his death, $250,000.00 in cash, the house in which they were living and the tangible personal property contained in the house.

71. On November 30, 2006, John executed the Restatement of Revocable Trust Agreement. The specific bequests to Roula Passon were unchanged from the Second Amendment to the Revocable Trust Agreement. In other words, under the Restatement Roula Passon would be entitled, provided she was living with John at the time of his death, to $250,000.00 in cash, the house in which they were living and the tangible personal property contained in the house.

72. John thereafter executed a Second Restatement of Revocable Trust Agreement on May 13, 2010. By now, John and Roula had been in a long-term relationship for nearly a decade. However, they remained unmarried. Roula Passon's specific bequests under the Second Restatement remained unchanged. That is, if she was still living with John at his death, she would receive the house, its contents and $250,000.

73. On November 15, 2011, John executed the Third Restatement of Revocable Trust Agreement. This document made the first change in Roula's inheritance. It added the Trust's interest in an IRA account. In all other respects, her anticipated interest in John's estate remained unchanged.

74. On December 31, 2011, John executed the Paterakis Business Trust Agreement. John sold shares in several business entities to the Trust at an arms length purchase price. These shares had voting control of the entities although the equity interest was small. John had made the decision to pass voting control to the younger generation at this time.

75. On July 1, 2014, John executed the Fourth Restatement of Revocable Trust Agreement. The only significant change in the bequests to Roula Passon was the addition of "the car she was driving as her primary automobile at the time of" John's death.

76. As with all of the previous estate plans, this bequest was contingent on Roula continuing to live with John at the time of his death.

77. On August 5, 2014, John executed the John Paterakis Irrevocable Trust Agreement to solidify his family succession planning in light of his increasingly poor health.

78. This was John's estate plan when he married Roula Passon on August 2, 2015.

79. Two months after his marriage, John executed his final Will on October 12, 2015. He made *no changes* to Roula's inheritance. It reflected John's often expressed sentiment: "No one is going to tell me how to make my will."

80. As John was fond of telling people, "whatever money I'm going to give her, I'll give her while I am alive."

**E. John Becomes Gravely Ill.**

81. John had always had an exceptionally strong constitution. But this started to change by 2011.

82. He was diagnosed as suffering from myelodysplasia, a bone marrow disorder. The illness required frequent hospitalizations and transfusions every ten days. His strength and mental

capacity regularly faded as he approached the end of a ten-day cycle.

83. In 2013, John was hospitalized at Johns Hopkins after succumbing to a severe case of food poisoning. The hospitalization was prolonged and when he emerged from the hospital atrophy of his muscles had robbed him of the ability to walk.

84. For the remainder of his life, he was a weakened and increasingly dependent man. After 2013, his condition made him dependent on round-the-clock nursing.

85. He was in and out of the hospital as doctors struggled to keep him alive.

86. By 2015, John was exceptionally frail. His body was wracked by illness and his Johns Hopkins doctors only kept him alive with drugs flown in from outside the country. Increasingly, he had times when family members, friends and his attorneys observed that he was "out of it" and simply not his old self.

87. John's illness was progressive and ultimately fatal.

**F. Roula's Final Push To The Altar.**

88. John had long told anyone who would listen that he had no intention of getting remarried. His first wife left him against his wishes and no one could take her place. "Why would I want to get married?" was his common refrain. "I already had the best," referring to Toni.

89. The twice-divorced Roula, however, desperately wanted both the social standing and the affluence attached to being Mrs. John Paterakis.

90. As long as he was healthy and capable of resisting her influence, John denied her this privilege.

91. In 2011, Roula, by then thoroughly frustrated, decided she wanted to change her last name to Paterakis. If she could not *be* Mrs. Paterakis, she at least would have the *appearance* of

being Mrs. Paterakis. John joked that "if she wants my name that badly, I'll adopt her."

92. The name change never happened. But Roula was far from finished.

93. By 2015, with John's illness advancing rapidly, Roula knew that the lucky baker's luck was nearly spent. She felt increasing urgency to alter her destiny by pushing John into marriage. Once John died, the stream of cash would end as would Roula's days of high living. Before John passed away, Roula had to acquire the status and wealth of a Paterakis.

94. Roula had long been known to berate John in order to get what she wanted. And John's precarious health, dependency, and proximity to Roula made him highly susceptible to her undue influence and abuse.

95. Roula's marriage plan was foisted on John when he was too ill and too tired to resist. In his weakened and confused condition, John was no longer in a position to argue.

96. Roula hastily arranged an extremely small, private wedding ceremony. Roula needed to get married before John mentioned it to anyone because she knew John's lawyers would strongly urge him to insist upon a pre-nuptial agreement.

97. Roula invited none of John's children.

98. When the family learned of the surreptitious nuptials, they were shocked. Vanessa heard about the planned wedding just days before it happened. She called her father and spoke to him for two hours as he struggled to explain what he was doing.

99. Vanessa asked him if Roula was his soulmate. He told her, no, you know who my soulmate is, referring to Vanessa's mother. Vanessa asked him, why get married then? He told her, "she wants my social security, she wants my name."

100. In the entire time they talked, and in the entire time John had been seeing Roula, he

never spoke to Vanessa of his love for Roula.

101. Vanessa chided her father, "at least you could have invited us." John was embarrassed at this, and sheepishly admitted that she was right.

102. John's daughter Karen learned just shortly before the ceremony and called John's home to find out why the family was not invited. Roula went ballistic.

103. She could not afford to have John's children derail her plans.

104. At the hurried ceremony, John Paterakis looked extremely sad.

105. The day after his marriage, John was talking to his long-time business associate John Cirillo. John shut the office door. He told Cirillo, "I did a bad thing. I got married." Cirillo asked him why. John replied, "I didn't know." Cirillo asked him to explain and John told him, "They told me I was getting all dressed up to go to a birthday party."

### G. Roula Schemes To Wrest Control Of The Family Business From John's Children.

106. Roula knew that marriage would not get her the wealth that she craved. John's estate and succession planning ensured that his wealth had already passed, or would pass upon his death, to his children. Roula was determined to change this.

107. Roula consulted an attorney and was already plotting her strategy to seize control of the family business when indiscretion got the best of her.

108. On April 29, 2016, John met with his attorney Steve Owen in the morning.

109. Owen told John that he and his law partner, Kenneth Aneckstein, had independently received information on two separate occasions from two credible sources outside of the family that Roula had told others in the Greek community that after John died she was going to take action to seize control of the company. Unbeknownst to Owen and Aneckstein, Roula had publicly announced

this same plan at a large annual poker party.

110. On the afternoon of April 29, 2016, Owen received a phone call from Roula. She said she was at home with John (who was beside her). She said that John had just confronted her with this information.

111. Initially, Owen declined to speak with Roula but John authorized him to do so.

112. Roula was yelling and screaming. She denied the reports Owen and Aneckstein had received. She said that the family was against her.

113. Owen emphasized that his information came from credible sources from outside the family. Roula asked if he was implying that she was not credible to which he did not respond.

114. Owen asked to speak with John.

115. John told Owen that he felt he had to confront Roula. If she said it, she said it, if she didn't, then she didn't, but he said he had to confront her about it.

116. Roula then got back on the phone and repeated her shouted denials.

**H. The Marriage Teeters.**

117. Roula's marriage to John had its genesis in avarice, not love. Predictably, from its inception it teetered on the brink.

118. Roula habitually neglected John's needs. She left this to his family and his caregivers.

119. She never took him to the hospital or brought him home. She never took him for the transfusions he needed every ten days. For long periods of time, she would avoid the hospital altogether.

120. Roula never let John's lengthy hospital stays interfere with her participation in weekly, Tuesday-night poker games. In fact, John's absence made it all the more easy to squander

his money.

121. At the same time, Roula unleashed routine, regular, habitual tantrums and tirades on the aging man. John felt he was getting hounded.

122. Roula's tirades and attacks on John frightened his nurses. On one occasion, Roula was screaming at John at the top of her lungs as an alarmed Vanessa approached the bedroom. One of the nurses remarked, "thank god you're here." The nurses were on the verge of leaving because they could not take the poisonous atmosphere any longer.

123. On one occasion John asked his nurses to call 911. Roula was out-of-control and John feared for his life.

124. On another occasion, Roula vented her rage at John by hurling all of the Versace china and crystal into the driveway. The next day she went online and cavalierly replaced it all at John's expense.

125. Roula regularly attacked John over the actions of his grandson, Alex, because Alex was especially close to his grandfather and tried to protect his grandfather from Roula's extreme abuse.

126. In the summer of 2016, when John was discussing the escalating and habitual marital discord with attorneys Owen and Aneckstein, John raised the subject of divorce.

127. The lawyers recommended that he should speak to a divorce attorney to get some informed advice.

128. John consulted Sanford Ain, a D.C. domestic relations attorney. Ain advised John about the divorce and John asked him to prepare a property settlement agreement.

129. John also approached Vanessa at this time and told her that he was thinking of getting

a divorce. He asked her to find him a place to live.

130. Ain drafted a proposed property settlement agreement, but Ain concluded that John did not have the fight in him for a divorce He was too weak to fight.

131. While snooping in John's briefcase, Roula "found" the proposed property settlement agreement that Ain had prepared and she showered yet another tirade of abuse on the ailing man who was on death's precipice.

## I. With John Quickly Fading, Roula Pressures John To Give Her More.

132. Roula understood that for years plans had been put into place to ensure that John's wealth passed outside of probate. She also knew exactly what she was entitled to under his Trust. With John's life ebbing, she had to act quickly if she was going to get more.

133. On September 6, 2016, John called Steve Owen and asked him to come to the house to meet with Roula. Owen was reluctant to meet with Roula, who was not his client, but he decided that if it was the client's request, he would do so. Aneckstein joined the meeting.

134. Roula then screamed and yelled for more than hour. She criticized John, John's children and his grandson, Alex Smith.

135. She threatened Owen with a grievance.

136. Roula proceeded to yell about a new draft Revocable Trust prepared by Owen and Aneckstein that she had apparently "found" while snooping in John's briefcase.

137. Roula screamed that John never instructed his attorneys to prepare the Revocable Trust document and she accused Owen of working for John's children.

138. Owen and Aneckstein explained that, to the contrary, they had spoken with John about the implications of Roula's threats to sue to get control of the bakeries and that John had

instucted them to prepare the document to ensure that John's estate planning objectives were achieved without conflict.

139. Roula continued to harshly criticize and insult John and to denigrate John's children.

140. John said to Roula repeatedly, "this is your meeting, tell us what you want."

141. Now, Roula played her hand. She wanted the following:

- The house;
- The furniture and contents of the house;
- Health insurance;
- A car;
- *$5 million.*

142. Aneckstein asked her if this was everything and Roula said, yes.

143. John, worn down by illness and Roula's tirades, and just weeks from his demise, made no objection to her demands. The man who had always maintained that during his lifetime he had given Roula everything she was going to get said, "give her what she wants," with a dismissive wave of the hand.

144. The next day Owen and Aneckstein arranged for the conveyance of the house to Roula and John as tenants by the entireties. Previously, the house had been held in trust and Roula would obtain title to it upon John's death. John signed the papers at his office that day.

145. Pursuant to John's direction, Aneckstein drafted a new revocable trust to address Roula's other demands. They had an appointment to meet with John at his office to go over the new revocable trust to ensure that it was agreeable to him. However, the meeting was cancelled because John was suddenly hospitalized.

**J. Roula Writes John's Final Degrading Chapter.**

146. John got out of the hospital on October 6, 2016. He was resting at home when he reached out to Owen on Monday, October 10, 2016. John wanted the DLA Piper attorneys to come to the house "with the papers." They agreed to be there the next day at 3:00 p.m.

147. When they arrived, Roula was on the porch on the phone. She waved them inside.

148. John was in the living room with a nurse. They went in the living room and John was sitting in a recliner chair.

149. Vanessa was there that day. She said she would be leaving. Owen asked her if she wanted to stay. Vanessa said it was up to John and John said she should go.

150. Vanessa, who has medical training and practiced dentistry for many years, observed that her father was not "with it" that day.

151. Aneckstein and Owen spoke to John about the September 6 meeting and Roula's demands. John brought up Roula's new demand that $500,000 be deposited into their new joint account. He said he did not know why she needed $500,000 and he also brought up her demands for a new car. John said that he told her and John Cirillo to put title to the Cadillac in Roula's name. The Cadillac was not enough.

152. Roula entered the room and announced that John was fine and that, when he looked like he was falling asleep, he was just playing games.

153. Owen told Roula that they had already re-titled the house to include her as a co-owner with right of survivorship.

154. Roula complained about the new Mercedes she wanted. The purchase was to be made through the family business and Roula chaffed at this. Chuck Paterakis had told her to keep the price

of the new Mercedes to $80,000 to $100,000. She was indignant and said that she was not going to be told that she had any limits on anything or that she should have a budget.

155. Roula demanded $500,000 in her account. Owen asked her, "in your account?" Roula responded that she wanted it deposited in the new joint account that she and John had set up.

156. Roula said they were redoing a bathroom and that the cost of this was between $100,000 to $200,000.

157. At times during the meeting, Roula screamed at John six inches from his face.

158. Owen and Aneckstein asked Roula to leave so they could talk to John alone. They reminded John of her $5 million demand and asked whether the $500,000 should be deducted from the $5 million. He said, yes.

159. Roula returned and said that she did not care about money or material things. She said if I was after money, things would be a lot worse. She would be a son of a bitch if she let it go to Vanessa or her son.

160. Roula then announced that she wanted the $5 million *plus* what she was already getting from John.

161. Roula said that it was understood that the $5 million was in *addition* to everything she would receive under the existing arrangements.

162. This was not the understanding the DLA Piper attorneys had after leaving the September 6 meeting. They had drafted papers to reflect Roula's demands made on September 6. They asked John whether he wanted to grant Roula's additional demands, but he did not respond.

163. Roula was screaming in John's face again. She demanded to know of John whether he had ever called the lawyers to tell them about her additional demands.

164. The lawyers who witnessed her conduct toward this frail, 87-year-old man were taken aback.

165. Owen reminded Roula that they saw John the following day to sign the deed and that he said nothing about any additional demands.

166. At this, Roula got in close to John's face and screamed at him more about how weak he was in dealing with his children.

167. The attorneys said that they had prepared papers based on the discussion at the September 6, 2016 meeting, but never heard anything about any other assets. In fact, Roula had said at that meeting that she did not want the IRA account.

168. Owen also told her that John was having the Cadillac re-titled. Roula said that she also wanted a new Mercedes and she would have two cars.

169. John was exceptionally weak, having just been released from the hospital. He was "in and out of it," and in no position to decide anything.

170. Because Roula continued to scream at John, Owen told her that she should back off. He stressed that John needed to rest and recover.

171. Owen told Roula that they would come back the next day to see whether John was in better shape and was willing to make decisions about his estate planning and execute the documents.

172. Owen called at the house at 11:00 a.m. on October 12, 2016. A nurse told him that John had just been transported to Johns Hopkins Hospital.

173. Four days later he was dead.

**K. Roula Seeks To Rewrite John's Carefully Crafted Estate Plan.**

174. With John gone, the resources for Roula's extravagance evaporated.

175. John had always contemplated a change in Roula's lifestyle after his death. This was reflected in his common refrain that, "whatever money I'm going to give her, I'll give her while I am alive." It was reflected, too, in remarks to his attorneys that he had told Roula that the house would be too much for her and she would not have enough to maintain the house. She would need to sell it.

176. In short, John had left Roula enough to live comfortably, but the wild excess to which she had become accustomed was over.

177. This was John's will. But Roula was determined to overturn it.

178. On October 24, 2016, Bill and John's daughter, Vanessa, his nominated Personal Representatives, petitioned the Orphans' Court for Baltimore County for the probate of his final Will dated October 12, 2015. The Will was admitted to probate and Bill and Vanessa qualified as, and were appointed, Personal Representatives.

179. On February 27, 2017, John's Personal Representatives filed their First Inventory in John's Estate. The Inventory showed a probate estate of $155,354.87.

180. Neither the amount she was entitled to under the will, nor the spousal 1/3 elective share of a probate estate of $155,354.87, would yield the millions she wanted.

181. Roula demands that John's Personal Representatives pay her millions more.

182. Roula relies upon a document that she claims was authored by John and reflects his intent to leave her, not $5 million, but instead, $20 million, and had never been mentioned to Owen or Aneckstein prior to John's death.

183. The document does not comply with the requirements for a testamentary disposition. It is neither signed nor witnessed.

184. The document appears to be in the handwriting of more than one person.

185. The document has an interlineation, which appears to be in different printing or script, that alters the amount.

186. And, if Roula is to be believed, John authored it at a time when he was highly susceptible to Roula's undue influence and, in fact, being subjected to her undue influence and abuse.

187. Roula's demands for millions failed to achieve her desired result.

188. Roula then resorted to the only avenue left her to put into place her post-mortem rewrite of John's estate plan.

189. On November 13, 2017, Roula filed a civil action in the Circuit Court for Baltimore City, captioned *Roula Paterakis v. William Paterakis, et al.*, Case No. 24-C-17005393 (the "Declaratory Action").

190. Roula's suit alleges a secret, fraudulent scheme using sham transactions to deprive her of the inheritance which she claims should be hers.

191. What Roula characterizes as a secret, fraudulent scheme was, in fact, open, legitimate estate and business succession planning put in place long before Roula and John met, let alone their purported marriage. The trusts and transactions that implemented this planning were perfectly valid. And John's children had no role in John's estate planning other than as beneficiaries.

192. Roula also accuses Plaintiffs of stealing cash that belongs to the probate estate.

193. Plaintiffs never stole any cash or property belonging to the probate estate.

194. Roula's lawsut implies that John and others, including the Personal Representatives, have not been fully compliant with their tax obligations.

195. The Personal Representatives of John's estate have committed to ensuring tax compliance by the Estate and to addressing any prior tax non-compliance.

196. Roula's lawsuit seeks, among other things, a declaratory judgment regarding ownership of, and title to, various assets, including the disputed cash and trust assets, belonging, or potentially belonging, to the Estate.

197. Roula's lawsuit improperly fails to name all necessary parties and improperly asks the Circuit Court for Baltimore City to exercise *in rem* jurisdiction over a *res* that is beyond its territorial reach.

198. While the complaint suggests in a peremptory, obligatory passing reference in paragraph 118 that "the trustees of the trusts, the Personal Representatives of John's Estate and the persons who might claim to have an interest that would be affected by the declaration are parties to this case,' in point of fact, nowhere in the 40 page, 154 paragraph, 11,414 word complaint are they named as parties, nor does it state that the plaintiff is suing them, or demand judgment against them.

199. Furthermore, the complaint does not name the contingent beneficiaries whose interests could be affected.

200. Roula's complaint does not name these parties in the caption, does not identify them in the introductory paragraph stating who is being sued, and does not identify them in the *ad damnum* clauses.

201. Roula has not named these necessary parties to avoid drawing attention to the patent jurisdictional defect of an extraterritorial suit against an estate, and to avoid invocation of the Dead

Man's statute.

202. The present litigation cures this jurisdictional defect and names all parties necessary to the resolution of this dispute.

**COUNT I**

*(Declaratory Judgment)*

203. Plaintiffs incorporate by reference paragraphs 1 through 202.

204. This Count seeks declaratory judgment pursuant to the Maryland Uniform Declaratory Judgments Act, MD. CODE ANN., CTS. AND JUD. PROC. §§ 3-401 *et seq.*, for the purpose of determining a question of actual controversy between the parties as more fully set forth herein.

205. Section 3-408 of the Maryland Declaratory Judgment Act provides that "[a]ny person interested as or through a personal representative, trustee, guardian or other fiduciary, creditor, devisee, legatee, heir, next of kin, or beneficiary of a trust, in the administration of a trust, or of the estate of a decedent ... may have a declaration of rights or legal relations in respect to the trust or the estate of the decedent ... in order to: (1) Ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others; (2) Direct the personal representative, guardian, or other fiduciary or trustees to do or abstain from doing any particular act in their fiduciary capacity; or (3) Determine any question arising in the administration of the estate or trust, including questions of construction of wills and other writings."

206. Roula disputes the Trust's ownership of property and asserts that this property belongs to the probate estate.

207. John's transfers to the revocable and the irrevocable trusts were all pre-marital transfers neither done while married nor in anticipation of marriage. At the time these transfers were

made, John had made known to friends, associates and attorneys that he had no intention of marrying.

208. John's transfers to the revocable and irrevocable trusts were complete and *bona fide* transfers.

209. John's transfers to the revocable and 2014 irrevocable trusts were legitimate non-probate arrangements permitted under Maryland law under which John permissibly retained control of his non-probate property until his death. John's transfers to all other trusts were legitimate non-probate arrangements permitted under Maryland law under which he surrendered control at the times of the transfers.

210. The assets John transferred to the trusts passed outside of probate and are not part of his probate estate.

211. John's children did not participate in the planning or implementation of the transfers.

212. John's estate planning was motivated by a sound business reason, namely, wishing to keep his sons active in the businesses and to provide other assets for the girls. As he aged, his sons became necessary to him to assure the continued running and success of the family business.

213. Furthermore, all of John's children had strong moral claims upon his generosity as they had been loyal and faithful to him and contributed to his success. His motives in providing for his children and grandchildren were therefore understandable and entirely legitimate.

214. Roula's claims have placed a cloud over settling John's estate and Trust.

215. It is essential that this cloud be addressed in a proceeding that includes all interested parties.

216. The action filed by Roula in Baltimore City has omitted most of the interested parties essential to a proper adjudication of these issues.

217. All persons who have or might claim to have any interest which would be affected by the declaration have been made parties for purposes of the declaratory relief sought.

218. Declaratory relief is appropriate because (a) it will serve to terminate the controversy over John Paterakis' estate, and (b) it will resolve the actual controversy that exists between the contending parties.

WHEREFORE, Plaintiffs, individually, as Trustees and as Personal Representatives, demand:

A. That this Court determine and adjudicate the rights of the parties with respect to the cash and other assets that Roula asserts to have been John's assets at the time of his death and includible in his probate Estate;

B. That this Court declare and determine that the cash taken by Roula before and after John's death was John's property at the time of his death and should be returned to his Estate;

C. That this Court declare and determine that the transfers of John's assets, including the transfers to the revocable and irrevocable trusts (i) were pre-marital transfers neither done while married nor in anticipation of marriage; (ii) were complete and bona fide transfers; (iii) with respect to the revocable and 2014 irrevocable trust, were legitimate non-probate arrangements permitted under Maryland law and under which the decedent permissibly retains control of his non-probate property until his death; and (iv) with respect to all other trusts, were legitimate non-probate arrangements permitted under

Maryland law under which the decedent surrendered control at the times of such transfers;

D. That this Court declare and determine that the assets transferred by John passed outside of probate and are not part of his probate estate;

E. That this Court award Plaintiffs the costs of these proceedings; and

F. That this Court award Plaintiffs such other and further relief as this Court may deem proper.

**COUNT II**

*(Unjust Enrichment)*

219. Plaintiffs incorporate by reference paragraphs 1 through 202.

220. The Personal Representatives of John's estate have committed to ensuring tax compliance by the Estate and to addressing any prior tax non-compliance.

221. The Estate is responsible for paying tax due in connection with any previously unreported income received by John.

222. To the extent that Roula used cash that had not been properly taxed, and that she believed not to have been properly taxed, Roula benefitted from funds that should have been paid over to the appropriate taxing authorities and that the Personal Representatives intend to pay over to the appropriate taxing authorities.

223. Roula is aware of and appreciates the benefit that has been conferred on her.

224. Roula has retained the benefit conferred on her by the Estate under circumstances making such retention inequitable.

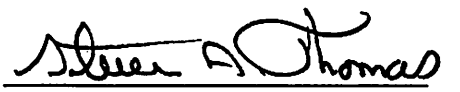
225. Roula is aware of and appreciates the benefit that has been conferred on her by the Estate paying this tax liability.

226. Roula has retained the benefit conferred on her by the Estate under circumstances making such retention inequitable.

WHEREFORE, Plaintiffs demand judgment in an amount in excess of $75,000 with interest and costs.

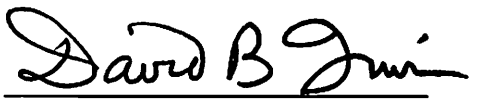
Jeffrey E. Nusinov
Paul D. Raschke
NUSINOV SMITH LLP
The Marbury Building
6225 Smith Avenue, Suite 200B
Baltimore, Maryland 21209
(410) 554-3600
(410) 554-3636 (fax)
jnusinov@nusinovsmith.com

*Attorneys for William J. Paterakis and Venice Paterakis Smith, as Personal Representatives and Trustees*



Steven Anargyros Thomas
Francis R. Laws
Thomas & Libowitz, P.A.
100 Light Street, 11th Floor
Baltimore, MD 21202

*Attorneys for Venice Paterakis Smith, Individually*



David B. Irwin
Vicki L. Dexter
Irwin, Green & Dexter, LLP
301 W. Pennsylvania Avenue
Towson, MD 21204

*Attorneys for William J. Paterakis, Individually*

IN THE CIRCUIT COURT FOR Baltimore County
(City or County)

# CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

## DIRECTIONS

***Plaintiff***: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

***Defendant***: You must file an Information Report as required by Rule 2-323(h).

***THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING***

**FORM FILED BY:** ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____ (Clerk to insert)

**CASE NAME:** William Paterakis & Venice S. Paterakis (Plaintiff) vs. Roula Passon Paterakis (Defendant)

PARTY'S NAME: _____ PHONE: _____

PARTY'S ADDRESS: _____

PARTY'S E-MAIL: _____

**If represented by an attorney:**

PARTY'S ATTORNEY'S NAME: Jeffrey E. Nusinov PHONE: 410-554-3600

PARTY'S ATTORNEY'S ADDRESS: 6225 Smith Ave., Suite 200B, Baltimore, MD 21209

PARTY'S ATTORNEY'S E-MAIL: jnusinov@nusinovsmith.com

**JURY DEMAND?** ☐ Yes ☒ No

**RELATED CASE PENDING?** ☐ Yes ☒ No If yes, Case #(s), if known: _____

**ANTICIPATED LENGTH OF TRIAL?:** ____ hours 7 days

## PLEADING TYPE

**New Case:** ☒ Original ☐ Administrative Appeal ☐ Appeal

**Existing Case:** ☐ Post-Judgment ☐ Amendment

*If filing in an existing case,* skip Case Category/ Subcategory section - go to Relief section.

## IF NEW CASE: CASE CATEGORY/SUBCATEGORY (*Check one box.*)

**TORTS**
- ☐ Asbestos
- ☐ Assault and Battery
- ☐ Business and Commercial
- ☐ Conspiracy
- ☐ Conversion
- ☐ Defamation
- ☐ False Arrest/Imprisonment
- ☐ Fraud
- ☐ Lead Paint - DOB of Youngest Plt: _____
- ☐ Loss of Consortium
- ☐ Malicious Prosecution
- ☐ Malpractice-Medical
- ☐ Malpractice-Professional
- ☐ Misrepresentation
- ☐ Motor Tort
- ☐ Negligence
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability
- ☐ Specific Performance
- ☐ Toxic Tort
- ☐ Trespass
- ☐ Wrongful Death

**CONTRACT**
- ☐ Asbestos
- ☐ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment (Cont'd)
- ☐ Construction
- ☐ Debt
- ☐ Fraud
- ☐ Government
- ☐ Insurance
- ☐ Product Liability

**PROPERTY**
- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forcible Entry/Detainer
- ☐ Foreclosure
  - ☐ Commercial
  - ☐ Residential
  - ☐ Currency or Vehicle
  - ☐ Deed of Trust
  - ☐ Land Installments
  - ☐ Lien
  - ☐ Mortgage
  - ☐ Right of Redemption
  - ☐ Statement Condo
- ☐ Forfeiture of Property / Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landlord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

**PUBLIC LAW**
- ☐ Attorney Grievance
- ☐ Bond Forfeiture Remission
- ☐ Civil Rights
- ☐ County/Mncpl Code/Ord
- ☐ Election Law
- ☐ Eminent Domain/Condemn.
- ☐ Environment
- ☐ Error Coram Nobis
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prisoner Rights
- ☐ Public Info. Act Records
- ☐ Quarantine/Isolation
- ☐ Writ of Certiorari

**EMPLOYMENT**
- ☐ ADA
- ☐ Conspiracy
- ☐ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Workers' Compensation
- ☐ Wrongful Termination

**INDEPENDENT PROCEEDINGS**
- ☐ Assumption of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance
- ☐ Constructive Trust
- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. - Atty
- ☐ Subpoena Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

**PEACE ORDER**
- ☐ Peace Order

**EQUITY**
- ☒ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

**OTHER**
- ☐ Accounting
- ☐ Friendly Suit
- ☐ Grantor in Possession
- ☐ Maryland Insurance Administration
- ☐ Miscellaneous
- ☐ Specific Transaction
- ☐ Structured Settlements

## IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- ☐ Abatement
- ☐ Administrative Action
- ☐ Appointment of Receiver
- ☐ Arbitration
- ☐ Asset Determination
- ☐ Attachment b/f Judgment
- ☐ Cease & Desist Order
- ☐ Condemn Bldg
- ☐ Contempt
- ☐ Court Costs/Fees
- ☐ Damages-Compensatory
- ☐ Damages-Punitive
- ☐ Earnings Withholding
- ☐ Enrollment
- ☐ Expungement
- ☐ Findings of Fact
- ☐ Foreclosure
- ☐ Injunction
- ☐ Judgment-Affidavit
- ☐ Judgment-Attorney Fees
- ☐ Judgment-Confessed
- ☐ Judgment-Consent
- ☐ Judgment-Declaratory
- ☐ Judgment-Default
- ☐ Judgment-Interest
- ☐ Judgment-Summary
- ☐ Liability
- ☐ Oral Examination
- ☐ Order
- ☐ Ownership of Property
- ☐ Partition of Property
- ☐ Peace Order
- ☐ Possession
- ☐ Production of Records
- ☐ Quarantine/Isolation Order
- ☐ Reinstatement of Employment
- ☐ Return of Property
- ☐ Sale of Property
- ☐ Specific Performance
- ☐ Writ-Error Coram Nobis
- ☐ Writ-Execution
- ☐ Writ-Garnish Property
- ☐ Writ-Garnish Wages
- ☐ Writ-Habeas Corpus
- ☐ Writ-Mandamus
- ☐ Writ-Possession

*If you indicated **Liability** above*, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

## MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under $10,000 ☐ $10,000 - $30,000 ☐ $30,000 - $100,000 ☒ Over $100,000

☐ Medical Bills $_____ ☐ Wage Loss $_____ ☐ Property Damages $_____

## ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

| | | | | | |
|---|---|---|---|---|---|
| A. Mediation | ☐ Yes | ☒ No | C. Settlement Conference | ☒ Yes | ☐ No |
| B. Arbitration | ☐ Yes | ☒ No | D. Neutral Evaluation | ☐ Yes | ☒ No |

## SPECIAL REQUIREMENTS

☐ If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**

☐ If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

## ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

***(Case will be tracked accordingly)***

- ☐ 1/2 day of trial or less
- ☐ 1 day of trial time
- ☐ 2 days of trial time
- ☐ 3 days of trial time
- ☒ More than 3 days of trial time

## BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

***For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.***

☐ **Expedited**- Trial within 7 months of Defendant's response

☐ **Standard** - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

## COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

☐ **Expedited** - Trial within 7 months of Defendant's response

☐ **Standard** - Trial within 18 months of Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

## CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

| | | |
|---|---|---|
| ☐ | Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| ☐ | Civil-Short | Trial 210 days from first answer. |
| ☐ | Civil-Standard | Trial 360 days from first answer. |
| ☐ | Custom | Scheduling order entered by individual judge. |
| ☐ | Asbestos | Special scheduling order. |
| ☐ | Lead Paint | Fill in: Birth Date of youngest plaintiff_____. |
| ☐ | Tax Sale Foreclosures | Special scheduling order. |
| ☐ | Mortgage Foreclosures | No scheduling order. |

## CIRCUIT COURT FOR BALTIMORE COUNTY

| | | |
|---|---|---|
| ☐ | Expedited (Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| ☒ | Standard (Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| ☐ | Extended Standard (Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of $100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| ☐ | Complex (Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

12/21/2017
Date

6225 Smith Avenue, Suite 200B
Address

Baltimore | MD | 21209
City | State | Zip Code

Signature of Counsel / Party

Jeffrey E. Nusinov
Printed Name