

# COHEN|HARRIS LLC

-Attorneys at Law-

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Fax No.: (443) 773-0675  
Joseph@CohenHarris.com

July 2, 2020

**VIA FIRST-CLASS MAIL**

Civil Clerk  
Civil Clerk's Office  
Circuit Court for Baltimore City  
111 North Calvert Street, Room 462  
Baltimore, Maryland 21202

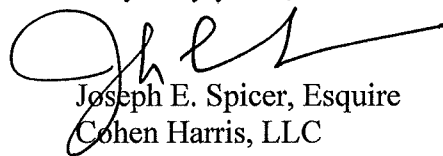
**RE: Marcia Grant, et al. v. Atlas Restaurant Group, LLC**  
**Circuit Court for Baltimore City**

Dear Sir/Madam:

Enclosed please find plaintiffs' Complaint, Request for Jury Trial, Entry of Appearance, Request for Summons, and Civil- Non-Domestic Case Information Report for filing in the above-referenced matter.

Thank you for your cooperation in this regard.

Very truly yours,



Joseph E. Spicer, Esquire  
Cohen Harris, LLC  
1 North Charles Street, Suite 350  
Baltimore, Maryland 21201  
E-mail: [Joseph@CohenHarris.com](mailto:Joseph@CohenHarris.com)  
Telephone No.: (888) 585-7979  
Fax No.: (443) 773-0675  
Local counsel for lead counsel  
Mills & Edwards, LLP  
14 Penn Plaza, Suite 2020  
New York, New York 10122

JES

cc: Donte Mills, Esquire and Lennon Edwards, Esquire (by electronic mail only)

MARCIA GRANT as mother and next  
friend of minor, DALLAS GREENE  
c/o Cohen Harris, LLC  
1 North Charles Street, Suite 350  
Baltimore, Maryland 21201  
(address of local counsel for lead counsel,  
Mills & Edwards)

and

MARCIA GRANT  
c/o Cohen Harris, LLC  
1 North Charles Street, Suite 350  
Baltimore, Maryland 21201  
(address of local counsel for lead counsel,  
Mills & Edwards)

Plaintiffs

v.

ATLAS RESTAURANT GROUP, LLC  
D/B/A OUZO BAY RESTAURANT  
675 South President Street  
Baltimore, Maryland 21202

Serve on: Anastasia E. Thomas  
Thomas & Libowitz, P.A.  
100 Light Street, Suite 1100  
Baltimore, Maryland 21202

Defendant

IN THE  
CIRCUIT COURT  
FOR  
BALTIMORE CITY  
CASE NO. \_\_\_\_\_

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**COMPLAINT**

Plaintiff, MARCIA GRANT, as mother and next friend of minor, DALLAS GREENE and Plaintiff, MARCIA GRANT, individually (“Plaintiffs”), by and through their attorneys, hereby files this Complaint against ATLAS RESTURANT GROUP, LLC D/B/A Ouzo Bay Restaurant. In support thereof, Plaintiffs hereby allege the following:

## **VENUE AND JURISDICTION**

1. Plaintiff, MARCIA GRANT resides in Baltimore City, Maryland.
2. Minor Plaintiff DALLAS GREENE also resides in Baltimore City, Maryland.
3. Defendant ATLAS RESTAURANT GROUP, LLC (hereinafter referred to as "ATLAS" or "Defendant"), is a domestic LLC incorporated in Maryland.
4. Defendant ATLAS owns a restaurant known as Ouzo Bay Restaurant (“Ouzo Bay”) which is located at 1000 Lancaster Street in Baltimore, Maryland.
5. Defendant ATLAS operates a restaurant known as Ouzo Bay which is located at 1000 Lancaster Street in Baltimore, Maryland.
6. Defendant ATLAS maintains a restaurant known as Ouzo Bay, located at 1000 Lancaster Street, Baltimore, Maryland.
7. Defendant ATLAS manages a restaurant known as Ouzo Bay which is located at 1000 Lancaster Street in Baltimore, Maryland.
8. The incident, which is the subject of this Complaint, occurred in Baltimore City, Maryland.

## **FACTUAL BACKGROUND**

11. MARCIA GRANT and her minor son, DALLAS GREENE are African-Americans.
12. On June 21st, 2020, Plaintiffs entered Ouzo Bay as customers. (All of the below alleged facts occurred on June 21st, 2020.)
13. After entering Ouzo Bay, Plaintiffs made a request to be seated in the restaurant where they were intending to eat a meal.
14. Prior to the day of the incident, Plaintiffs had no previous interaction with anyone affiliated with the Defendant and was not familiar with any member of the Defendant’s staff.
15. Plaintiffs were informed by an Ouzo Bay hostess and/or manager of the restaurant that they would not be permitted to dine at the restaurant.
16. The hostess indicated the nine (9) year old Plaintiff did not meet the dress code of

the restaurant and was required to leave to premises.

17. Upon information and belief, at all times relevant herein, the Ouzo Bay hostess and/or manager(s) referenced in paragraph 15 were employed by Defendant and were working within the scope of their employment.

18. After Plaintiffs were informed they would not be permitted to eat at Ouzo Bay, Plaintiffs followed the direction of the staff and began to leave the premises.

19. Upon exiting the premises, Plaintiffs observed a child, who appeared to be a white American of approximately the same age as the nine (9) year old plaintiff.

20. The child of the same age appeared to have on an outfit almost identical in style to the outfit worn by the infant plaintiff.

21. Plaintiffs then sought clarification from the restaurant staff regarding the Defendant's refusal to serve Plaintiffs at Ouzo Bay and the staff conferred with the manager of the restaurant.

22. Upon information and belief, at all times relevant herein, the above-referenced manager was employed by Defendant and working within the scope of his employment.

23. Plaintiffs asked for an explanation as to why they were denied service based upon the dress code when there was another patron dressed the same way who was allowed to enter the premises and dine at the restaurant.

24. Even after highlighting the similarities in the outfits, Plaintiffs were not allowed to enter the restaurant and were denied service which indicated a different application of the Defendant's dress code policy for difference races.

25. There was no apparent distinction between the nine (9) year old plaintiff who was denied service and the other child who was permitted to enter, other than the color of their skin.

26. Defendant offered no justifiable reason why the African-American child was treated differently than the child that appeared to be white.

27. Plaintiffs were never granted permission to eat at the premises and were turned away solely because of the color of their skin.

28. Defendant discriminated against Plaintiffs and humiliated them because of their race.

**COUNT ONE --- 42 U.S.C. § 1981**

29. Plaintiffs incorporate the allegations contained in paragraphs 1 through 28 as

though fully set forth herein.

30. Plaintiffs are African-Americans who are members of a protected class under 42 U.S.C. § 1981.

31. On June 21st, 2020, Plaintiffs sought to enter into a contractual relationship with Defendant.

32. On June 21st, 2020, Plaintiffs met the Defendant's ordinary requirements to pay for and to receive goods or services ordinarily provided by the Defendant to other similarly situated customers.

33. On June 21st, 2020, Defendant denied Plaintiffs the opportunity to contract for goods and services that were otherwise afforded to white customers.

34. Defendant authorized and/or ratified the acts described herein because the agent(s) and/or employee(s) of the Defendant engaged in the conduct.

35. The Defendant's actions described herein were reprehensible.

36. The Defendant's conduct was witnessed by other employees and patrons in the restaurant.

37. Plaintiffs request all appropriate remedies for violation of 42 USC § 1981.

WHEREFORE, each Plaintiff individually demands judgment against Defendant in excess of Seventy-Five Thousand Dollars (\$75,000.00) in compensatory damages, punitive damages, with interest and costs, including attorney's fees under 42 U.S.C. § 1988(b) and other such costs as the court may deem appropriate.

### **COUNT TWO--- INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS**

38. Plaintiffs incorporate the allegations contained in paragraphs 1 through 37 as though fully set forth herein.

39. On June 21st, 2020, Defendant, its agents and employee' (acting within the scope of their agency or employment) conduct towards Plaintiffs were atrocious, intolerable, and so extreme and outrageous as to exceed the bounds of decency.

40. On June 21st, 2020, and continuing thereafter, Defendant and its agents and

employees (acting within the scope of their agency or employment) acted with the intent to inflict emotional distress upon Plaintiffs, or acted recklessly when they were certain or substantially certain emotional distress upon Plaintiffs would result from their conduct.

41. On June 21st, 2020, and continuing thereafter, the actions of the Defendant and its agents and employees (acting within the scope of their agency or employment) caused Plaintiffs to suffer emotional distress.

42. Defendant's conduct was intentional, reckless, and in deliberate disregard of a high degree of probability that emotional distress would result to Plaintiffs.

43. The aforesaid conduct by Defendant was extreme and outrageous and beyond the bounds of decency in society.

44. The conduct of Defendant's agents was malicious, willful and intentional.

45. As a result of Defendant's conduct and actions, Plaintiffs have suffered and will continue to suffer severe and extreme emotional distress.

WHEREFORE, each Plaintiff individually demands judgment against Defendant in excess of Seventy-Five Thousand Dollars (\$75,000) in compensatory and punitive damages, with interest and costs.

### **COUNT THREE- RESPONDEAT SUPERIOR**

46. Plaintiffs incorporate the allegations contained in paragraphs 1 through 45 as though fully set forth herein.

47. At all times relevant hereto, Defendant employed a hostess and manager(s) at Ouzo Bay located at 1000 Lancaster Street, in Baltimore City, Maryland.

48. On June 21<sup>st</sup>, 2020, Defendant's agents, servants and/or employees denied Plaintiffs service at Ouzo Bay based upon the color of their skin causing Plaintiffs to sustain severe injuries.

49. The above described acts of Defendant's hostess and manager(s) were committed within the scope of their employment with Ouzo Bay, in that they committed them while on duty, inside of Defendant's place of business, and in furtherance of Defendant's interests.

50. As the employer of the hostess and manager(s), Defendant is responsible for all of the acts they commit within the scope of their employment, including the subject acts and omissions complained of herein.

WHEREFORE, each Plaintiff individually demands judgment against Defendant in excess of Seventy-Five Thousand Dollars (\$75,000) in compensatory damages, with interest and costs.

Respectfully submitted,



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Joseph E. Spicer, Esquire/ CPF# 9906240381

Cohen Harris, LLC

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Baltimore, Maryland 21201

Telephone No.: (888) 585-7979

Fax No.: (443) 773-0675

E-mail: [joseph@cohenharris.com](mailto:joseph@cohenharris.com)

Local counsel for lead counsel

Mills & Edwards, LLP

14 Penn Plaza, Suite 2020

New York, New York 10122

MARCIA GRANT as mother and next  
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and

MARCIA GRANT  
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Plaintiffs

v.

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D/B/A OUZO BAY RESTAURANT  
675 South President Street  
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Serve on: Anastasia E. Thomas  
Thomas & Libowitz, P.A.  
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Defendant

IN THE  
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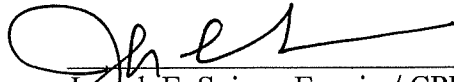
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**REQUEST FOR JURY TRIAL**

NOW COMES Plaintiffs, Marcia Grant, as mother and next friend of minor, Dallas  
Greene and Marcia Grant, individually (“Plaintiffs”), by and through their undersigned attorneys  
hereby requests that the above-referenced case be heard before a jury.



Respectfully submitted:



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Joseph E. Spicer, Esquire/ CPF# 9906240381

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**Defendant**

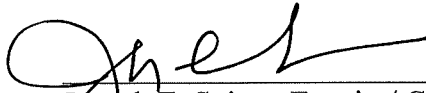
IN THE  
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\*\*\*\*\*

**ENTRY OF APPEARANCE**

Clerk:

Please enter the appearance of Joseph E. Spicer, Esquire and Cohen Harris, LLC, as local  
counsel for lead counsel, Mills & Edwards, LLP, on behalf of Plaintiffs, Marcia Grant, as mother  
and next of friend of minor, Dallas Greene, and Marcia Grant, individually.



Joseph E. Spicer, Esquire/ CFP#9906240381

Cohen Harris, LLC

1 North Charles Street, Suite 350

Baltimore, Maryland 21201

E-mail: [Joseph@CohenHarris.com](mailto:Joseph@CohenHarris.com)

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Local counsel for lead counsel

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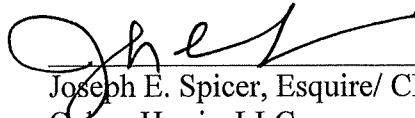
IN THE  
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CASE NO. \_\_\_\_\_

\*\*\*\*\*

**REQUEST FOR WRIT OF SUMMONS**

Clerk:

Please issue a Writ of Summons for service upon Defendant, Atlas Restaurant Group,  
LLC D/B/A Ouzo Bay Restaurant. Thank you.



---

Joseph E. Spicer, Esquire/ CFP#9906240381  
Cohen Harris, LLC

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Baltimore, Maryland 21201

E-mail: [Joseph@CohenHarris.com](mailto:Joseph@CohenHarris.com)

Telephone No.: (888) 585-7979

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Local counsel for lead counsel

Mills & Edwards, LLP

14 Penn Plaza, Suite 2020

New York, New York 10122



**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** \_\_\_\_\_

**CASE NAME:** Marcia Grant, et al vs. Atlas Restaurant Group, LLC / Ouzo Bay  
Plaintiff Defendant

**PARTY'S NAME:** Marcia Grant      **PHONE:** \_\_\_\_\_

**PARTY'S ADDRESS:** c/o COHEN|HARRIS, LLC, 1 N. Charles St., #350, Baltimore, MD 21201

**PARTY'S E-MAIL:** Joseph@CohenHarris.com

**If represented by an attorney:**

**PARTY'S ATTORNEY'S NAME:** Joseph E. Spicer, Esquire      **PHONE:** 888-585-7979

**PARTY'S ATTORNEY'S ADDRESS:** 1 N. Charles Street, Ste. 350, Baltimore, Maryland 21201

**PARTY'S ATTORNEY'S E-MAIL:** Josph@CohenHarris.com

**JURY DEMAND?**  Yes  No

**RELATED CASE PENDING?**  Yes  No If yes, Case #(s), if known: \_\_\_\_\_

**ANTICIPATED LENGTH OF TRIAL?:** \_\_\_\_\_ hours 3 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.)**

- |   |   |  |   |
|---|---|--|---|
| <p><b>TORTS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos</li> <li><input type="checkbox"/> Assault and Battery</li> <li><input type="checkbox"/> Business and Commercial</li> <li><input type="checkbox"/> Conspiracy</li> <li><input type="checkbox"/> Conversion</li> <li><input type="checkbox"/> Defamation</li> <li><input type="checkbox"/> False Arrest/Imprisonment</li> <li><input type="checkbox"/> Fraud</li> <li><input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____</li> <li><input type="checkbox"/> Loss of Consortium</li> <li><input type="checkbox"/> Malicious Prosecution</li> <li><input type="checkbox"/> Malpractice-Medical</li> <li><input type="checkbox"/> Malpractice-Professional</li> <li><input type="checkbox"/> Misrepresentation</li> <li><input type="checkbox"/> Motor Tort</li> <li><input type="checkbox"/> Negligence</li> <li><input type="checkbox"/> Nuisance</li> <li><input type="checkbox"/> Premises Liability</li> <li><input type="checkbox"/> Product Liability</li> <li><input type="checkbox"/> Specific Performance</li> <li><input type="checkbox"/> Toxic Tort</li> <li><input type="checkbox"/> Trespass</li> <li><input type="checkbox"/> Wrongful Death</li> </ul> <p><b>CONTRACT</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos</li> <li><input type="checkbox"/> Breach</li> <li><input type="checkbox"/> Business and Commercial</li> <li><input type="checkbox"/> Confessed Judgment</li> <li>(Cont'd)</li> <li><input type="checkbox"/> Construction</li> <li><input type="checkbox"/> Debt</li> <li><input type="checkbox"/> Fraud</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Government</li> <li><input type="checkbox"/> Insurance</li> <li><input type="checkbox"/> Product Liability</li> </ul> <p><b>PROPERTY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adverse Possession</li> <li><input type="checkbox"/> Breach of Lease</li> <li><input type="checkbox"/> Detinue</li> <li><input type="checkbox"/> Distress/Distrain</li> <li><input type="checkbox"/> Ejectment</li> <li><input type="checkbox"/> Forcible Entry/Detainer</li> <li><input type="checkbox"/> Foreclosure</li> <li><input type="checkbox"/> Commercial</li> <li><input type="checkbox"/> Residential</li> <li><input type="checkbox"/> Currency or Vehicle</li> <li><input type="checkbox"/> Deed of Trust</li> <li><input type="checkbox"/> Land Installments</li> <li><input type="checkbox"/> Lien</li> <li><input type="checkbox"/> Mortgage</li> <li><input type="checkbox"/> Right of Redemption</li> <li><input type="checkbox"/> Statement Condo</li> <li><input type="checkbox"/> Forfeiture of Property / Personal Item</li> <li><input type="checkbox"/> Fraudulent Conveyance</li> <li><input type="checkbox"/> Landlord-Tenant</li> <li><input type="checkbox"/> Lis Pendens</li> <li><input type="checkbox"/> Mechanic's Lien</li> <li><input type="checkbox"/> Ownership</li> <li><input type="checkbox"/> Partition/Sale in Lieu</li> <li><input type="checkbox"/> Quiet Title</li> <li><input type="checkbox"/> Rent Escrow</li> <li><input type="checkbox"/> Return of Seized Property</li> <li><input type="checkbox"/> Right of Redemption</li> <li><input type="checkbox"/> Tenant Holding Over</li> </ul> | <p><b>PUBLIC LAW</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Attorney Grievance</li> <li><input type="checkbox"/> Bond Forfeiture Remission</li> <li><input checked="" type="checkbox"/> Civil Rights</li> <li><input type="checkbox"/> County/Mncpl Code/Ord</li> <li><input type="checkbox"/> Election Law</li> <li><input type="checkbox"/> Eminent Domain/Condemn.</li> <li><input type="checkbox"/> Environment</li> <li><input type="checkbox"/> Error Coram Nobis</li> <li><input type="checkbox"/> Habeas Corpus</li> <li><input type="checkbox"/> Mandamus</li> <li><input type="checkbox"/> Prisoner Rights</li> <li><input type="checkbox"/> Public Info. Act Records</li> <li><input type="checkbox"/> Quarantine/Isolation</li> <li><input type="checkbox"/> Writ of Certiorari</li> </ul> <p><b>EMPLOYMENT</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> ADA</li> <li><input type="checkbox"/> Conspiracy</li> <li><input type="checkbox"/> EEO/HR</li> <li><input type="checkbox"/> FLSA</li> <li><input type="checkbox"/> FMLA</li> <li><input type="checkbox"/> Workers' Compensation</li> <li><input type="checkbox"/> Wrongful Termination</li> </ul> <p><b>INDEPENDENT PROCEEDINGS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assumption of Jurisdiction</li> <li><input type="checkbox"/> Authorized Sale</li> <li><input type="checkbox"/> Attorney Appointment</li> <li><input type="checkbox"/> Body Attachment Issuance</li> <li><input type="checkbox"/> Commission Issuance</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructive Trust</li> <li><input type="checkbox"/> Contempt</li> <li><input type="checkbox"/> Deposition Notice</li> <li><input type="checkbox"/> Dist Ct Mtn Appeal</li> <li><input type="checkbox"/> Financial</li> <li><input type="checkbox"/> Grand Jury/Petit Jury</li> <li><input type="checkbox"/> Miscellaneous</li> <li><input type="checkbox"/> Perpetuate Testimony/Evidence</li> <li><input type="checkbox"/> Prod. of Documents Req.</li> <li><input type="checkbox"/> Receivership</li> <li><input type="checkbox"/> Sentence Transfer</li> <li><input type="checkbox"/> Set Aside Deed</li> <li><input type="checkbox"/> Special Adm. - Atty</li> <li><input type="checkbox"/> Subpoena Issue/Quash</li> <li><input type="checkbox"/> Trust Established</li> <li><input type="checkbox"/> Trustee Substitution/Removal</li> <li><input type="checkbox"/> Witness Appearance-Compel</li> </ul> <p><b>PEACE ORDER</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Peace Order</li> </ul> <p><b>EQUITY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Declaratory Judgment</li> <li><input type="checkbox"/> Equitable Relief</li> <li><input type="checkbox"/> Injunctive Relief</li> <li><input type="checkbox"/> Mandamus</li> </ul> <p><b>OTHER</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Accounting</li> <li><input type="checkbox"/> Friendly Suit</li> <li><input type="checkbox"/> Grantor in Possession</li> <li><input type="checkbox"/> Maryland Insurance Administration</li> <li><input type="checkbox"/> Miscellaneous</li> <li><input type="checkbox"/> Specific Transaction</li> <li><input type="checkbox"/> Structured Settlements</li> </ul> |
|---|---|--|---|

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

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

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   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)*

- |   |  |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input checked="" type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time      | <input type="checkbox"/> More than 3 days of trial time  |
| <input type="checkbox"/> 2 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.*

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Expedited</b> - Trial within 7 months of Defendant's response | <input type="checkbox"/> <b>Standard</b> - 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.

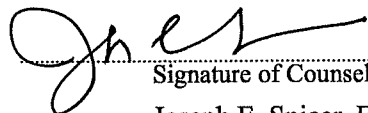
**CIRCUIT COURT FOR BALTIMORE COUNTY**

- 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.

7/2/2020  
Date

1 N. Charles Street, #350  
Address

Baltimore                      MD                      21201  
City                              State                      Zip Code

  
Signature of Counsel / Party

Joseph E. Spicer, Esquire  
Printed Name