

In The Circuit Court for Baltimore City
CIVIL

Part _____ of _____ Parts

C
L

1962-13

In the Matter of

MAMIE JEFFERSON
VS.
FORD MOTOR CREDIT CORP.

CHECKED
LAST PLEA

~~29~~
30

MAMIE L. JEFFERSON,

Plaintiff

v.

FORD MOTOR CREDIT COMPANY,

Defendant

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IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

CASE NO.: 93251040

CL169713

FILED

MAR 1 1995

**CIRCUIT COURT FOR
BALTIMORE CITY**

✓ 36
JK

* * * * *

STIPULATION OF DISMISSAL

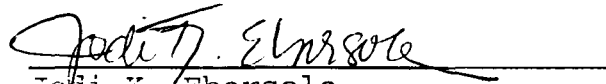
Plaintiff Mamie L. Jefferson, by her attorney, Mercedes C. Samborsky, pursuant to Maryland Rule 2-506(a), hereby dismisses the above captioned case, with prejudice. This stipulation has been signed by all parties who have appeared in this action.



Mercedes C. Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085
(410) 679-2010
Attorney for Plaintiff
Mamie L. Jefferson

THIEBLOT, RYAN, MARTIN & FERGUSON

BY:



Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant
Ford Motor Credit Company

File

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

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*
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*
*

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

CASE NO. 93251040/
CL169713

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
1995 JAN 11 A 7:20
CIVIL DIVISION

* * * * *

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Mary Teresa Jerscheid, having been duly authorized to make service in the above-entitled case, executed service upon the Custodian of Records for The Baptist Home of MD/DE, Inc. at 4:30 PM on January 4, 1995 at his usual place of business at 6717 Harford Road, Baltimore, Maryland 21234 by delivering and leaving with Allen H. Stocksdales, Resident Agent of the Baptist Home of MD/DE, Inc., the Witness Subpoena Duces Tecum issued by this Court on January 3, 1995.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.

Mary T. Jerscheid
Mary T. Jerscheid, Paralegal
Thieblot, Ryan, Martin & Ferguson
4th Floor
The World Trade Center
Baltimore, MD 21202-3091

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

RECEIVED * IN THE
CIRCUIT COURT FOR
BALTIMORE CITY * CIRCUIT COURT
1995 JAN -6 A 8:44
CIVIL DIVISION * FOR

* BALTIMORE CITY

* CASE NO.: 93251040
CL169713


* * * * *

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Paula Lye, having been duly authorized to make service in the above-entitled case, executed service upon the Custodian of Records for The Baptist Homes of Maryland/Delaware, Inc. at 3:50 P.M. on January 4, 1995, by delivering and leaving with Ms. Marie Fish, Business Manager at 10729 Park Heights Avenue, Baltimore, Maryland 21117 a cover letter, a trial subpoena and attached Exhibit A.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.



Paula Lye
444 The World Trade Center
Baltimore, Maryland 21202-3091
(410)837-1140

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

RECEIVED *
CIRCUIT COURT FOR *
BALTIMORE CITY *

1995 JAN -6 A 8:44 *

CIVIL DIVISION *

IN THE

CIRCUIT COURT

FOR

* BALTIMORE CITY

* CASE NO.: 93251040
CL169713

* * * * *

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Paula Lye, having been duly authorized to make service in the above-entitled case, executed service upon Michael DeFontes, the resident agent for Liberty Nursing Center, Inc. at 1:50 P.M. on January 4, 1995, by delivering and leaving with Ms. Karen DeFontes at 4017 Liberty Heights Avenue, Baltimore, Maryland 21207 a cover letter, a trial subpoena and attached Exhibit A.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.



Paula Lye
444 The World Trade Center
Baltimore, Maryland 21202-3091
(410)837-1140

File

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

RECEIVED IN THE
CIRCUIT COURT FOR
BALTIMORE CITY CIRCUIT COURT
1995 JAN -6 A 8:44
CIVIL DIVISION * FOR

* BALTIMORE CITY


* CASE NO.: 93251040
CL169713

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Paula Lye, having been duly authorized to make service in the above-entitled case, executed service upon the Custodian of Records for The Jewish Convalescent & Nursing Society Home, Inc. at 2:50 P.M. on January 4, 1995, by delivering and leaving with Mrs. Forman at 7920 Scotts Level Road, Baltimore, Maryland 21208 a cover letter, a trial subpoena and attached Exhibit A.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.



Paula Lye
444 The World Trade Center
Baltimore, Maryland 21202-3091
(410)837-1140

File

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

RECEIVED* IN THE
CIRCUIT COURT FOR
BALTIMORE CITY CIRCUIT COURT
1995 JAN -6 A 8:44
CIVIL DIVISION* FOR

* BALTIMORE CITY

* CASE NO.: 93251040
CL169713

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Paula Lye, having been duly authorized to make service in the above-entitled case, executed service upon the Custodian of Records for Pleasant Manor Nursing & Convalescent Center at 2:10 P.M. on January 4, 1995, by delivering and leaving with Ms. Gisela Love at 4615 Park Heights Avenue, Baltimore, Maryland 21215 a cover letter, a trial subpoena and attached Exhibit A.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.

Paula Lye

Paula Lye
444 The World Trade Center
Baltimore, Maryland 21202-3091
(410)837-1140

File

MAMIE JEFFERSON

Plaintiff

v.

RECEIVED IN THE
CIRCUIT COURT FOR
BALTIMORE CITY
1995 JAN -6 A 8:44
CIVIL DIVISION FOR

FORD MOTOR CREDIT COMPANY

* BALTIMORE CITY

Defendant

* CASE NO.: 93251040
CL169713

RETURN OF PRIVATE PROCESS SERVER

I HEREBY CERTIFY that I, Paula Lye, having been duly authorized to make service in the above-entitled case, executed service upon the Custodian of Records for Liberty Nursing Center, Inc. at 1:50 P.M. on January 4, 1995, by delivering and leaving with Ms. Karen DeFontes at 4017 Liberty Heights Avenue, Baltimore, Maryland 21207 a cover letter, a trial subpoena and attached Exhibit A.

I FURTHER CERTIFY that I am over eighteen years of age and am not a party to this action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts set forth herein are true to the best of my knowledge, information and belief.

Paula Lye

Paula Lye
444 The World Trade Center
Baltimore, Maryland 21202-3091
(410)837-1140

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

File

MAMIE JEFFERSON,

95 JAN -3 PM 2:48 IN THE

Plaintiff CIVIL DIVISION * CIRCUIT COURT

v. * FOR

FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY

Defendant * Case No. 93251040
CL169713

* * * * *

NOTICE PURSUANT TO §1-304

I HEREBY CERTIFY THAT on this 28th day of December, 1994, a copy of the foregoing Subpoena to the Custodian of Records of Maryland National Bank/NationsBank was served on Mamie L. Jefferson by mailing a copy of the same by first class mail, postage pre-paid, to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiff.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY:

Jodi K. Ebersole

JODI K. EBERSOLE
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

Circuit Court For Baltimore City
Saundra E. Banks, Clerk
111 N. Calvert St. - Room 462
Baltimore, Md. 21202

MAMIE L. JEFFERSON,

Case Number 93251040
CL169713

Plaintiff

Vs.

(xx) Civil

FORD MOTOR CREDIT COMPANY

Defendant

SUBPOENA

TO: CUSTODIAN OF RECORDS, MARYLAND NATIONAL BANK/NATIONSBANK
ATTN: Ms. Ida Reville

YOU ARE HEREBY COMMANDED TO: () Personally appear; () Produce documents and or objects only;

Personally appear and produce documents or objects;

Circuit Court for Baltimore City, Room 219, Courthouse West, 100 N. Calvert Street
at Baltimore, Maryland 21202

(Place where attendance is required)

on Tuesday the 10th day of January, 19 95 at 9:30 a.m. ^{xxx}7p.m.

and continuing from day to day until excused.

YOU ARE COMMANDED TO produce the following documents or objects:

SEE ATTACHED EXHIBIT A

Subpoena requested by () Plaintiff; (x) Defendant; and any questions should be referred to:

Jodi K. Ebersole, Esq., 4th Floor, The World Trade Center, Baltimore, MD 21202
(410) 837-1140

(Name of Party or Attorney, Address and Phone Number)

Date Issued 12/28/94

[Signature]
CLERK

(Signature & Seal)

NOTICE:

Circuit Court for Baltimore City

1. YOU ARE LIABLE TO BODY ATTACHMENT AND FINE FOR FAILURE TO OBEY THIS SUBPOENA.
2. This subpoena shall remain in effect until you are granted leave to depart by the Court or by an officer acting on behalf of the Court.
3. If this subpoena is for attendance at a deposition and the party served is an organization, notice is hereby given that the organization must designate a person to testify pursuant to Rule 2-412(d).

SHERIFF'S RETURN

() - Served and copy delivered on date indicated below.

() - Unserved, by reason of _____

Date: _____ Fee: \$ _____

Sheriff

EXHIBIT A

1. The original and/or microfilm/microfiche copies of the front and back of Check No. 2500 through and including Check No. 2530 from the Maryland National Bank Account No. 0035243674, Customer: Mamie L. Jefferson, 8408 Maymeadow Court, Baltimore, Maryland 21207; Maryland National Branch: Pikesville Office, Pikesville, Maryland 21208.

2. Copies of any and all checking and savings account statements regarding Maryland National Bank Account No. 0035243674 from November, 1992 through and including May, 1993, Customer: Mamie L. Jefferson.

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

95 JAN -3 PM 2:48

MAMIE JEFFERSON,

Plaintiff

v.

FORD MOTOR CREDIT COMPANY,

Defendant

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

Case No. 93251040
CL169713

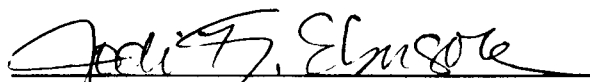
* * * * *

NOTICE OF SERVICE AND § 1-304 NOTICE

I HEREBY CERTIFY that on this 28th day of December, 1994, a copy of the foregoing Notice of Deposition of the Custodian of Records of Maryland National Bank/NationsBank and Subpoena were mailed first class, postage prepaid, to Plaintiff by mailing copies of the same to counsel for Plaintiff, Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY:



JODI K. EBERSOLE
4th Floor

The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140

Attorneys for Defendant Dwight
Stewart Hopkins

Circuit Court For Baltimore City
Saundra E. Banks, Clerk
111 N. Calvert St. - Room 462
Baltimore, Md. 21202

MAMIE L. JEFFERSON,
Plaintiff

Case Number 93251040
CL169713

Vs.

() Civil

FORD MOTOR CREDIT COMPANY,
Defendant

SUBPOENA

TO: Custodian of Records, Maryland National Bank/NationsBank
ATTN: Ms. Ida Reville

YOU ARE HEREBY COMMANDED TO: () Personally appear; () Produce documents and or objects only;
() Personally appear and produce documents or objects:

100 S. Charles Street, 3rd Floor, Baltimore, Maryland 21201

at _____
(Place where attendance is required)

on Friday the 6th day of January, 1995 at 9:00 a.m./~~xxxx~~p.m.

YOU ARE COMMANDED TO produce the following documents or objects:

See Attached Exhibit A

Subpoena requested by () Plaintiff; () Defendant: and any questions should be referred to:

Jodi K. Ebersole, Esq., 4th Floor, The World Trade Center, Baltimore, MD 21202
(410) 837-1140 (Name of Party or Attorney, Address and Phone Number)

Date Issued 12/28/94

CLERK

(Signature & Seal)

NOTICE:

1. YOU ARE LIABLE TO BODY ATTACHMENT AND FINE FOR FAILURE TO OBEY THIS SUBPOENA.
2. This subpoena shall remain in effect until you are granted leave to depart by the Court or by an officer acting on behalf of the Court.
3. If this subpoena is for attendance at a deposition and the party served is an organization, notice is hereby given that the organization must designate a person to testify pursuant to Rule 2-412(d).

SHERIFF'S RETURN

()-Served and copy delivered on date indicated below.

()-Unserved. by reason of _____

Date: _____ Fee: \$ _____

Sheriff

EXHIBIT A

1. The original and/or microfilm/microfiche copies of the front and back of Check No. 2500 through and including Check No. 2530 from the Maryland National Bank Account No. 0035243674, Customer: Mamie L. Jefferson, 8408 Maymeadow Court, Baltimore, Maryland 21207; Maryland National Branch: Pikesville Office, Pikesville, Maryland 21208.

2. Copies of any and all checking and savings account statements regarding Maryland National Bank Account No. 0035243674 from November, 1992 through and including May, 1993, Customer: Mamie L. Jefferson.

MAMIE JEFFERSON,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	
	*	FOR
v.	*	
FORD MOTOR CREDIT COMPANY,	*	BALTIMORE CITY
	*	Case No. 93251040
Defendant	*	CL169713
* * * * *	*	* * * * *

NOTICE OF DEPOSITION

Pursuant to the Maryland Rules of Procedure, Defendant Ford Motor Credit Company will take the deposition, by oral examination, of the Custodian of Records for Maryland National Bank/NationsBank on Friday, January 6, 1995 at 9:00 a.m. in the offices of NationsBank, 100 S. Charles Street, 3rd Floor, Baltimore, Maryland 21201 before a Notary Public of the State of Maryland.

Pursuant to Maryland Rule 2-412(d), the Deponent shall designate one or more individuals to approve, produce and identify the documents set forth in Exhibit A attached hereto. The purpose of this deposition is for the production and photocopying of records. In lieu of formal deposition, if all parties agree, the manner of deposition will be by written certification, taken at such time and place as the Custodian of Records may be found, and the deposition will not be filed of record. Photocopies of the above-described records, as reproduced by the law offices of Thieblot, Ryan, Martin & Ferguson, will be accepted in full compliance with the Subpoena and complete copies of any records reproduced, and

the Affidavit of the Custodian of Records, will be provided to, and at the expense of all counsel upon specific request.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant
Ford Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of December, 1994, a copy of the foregoing Notice of Deposition was mailed first class, postage prepaid, to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiff.

Jodi K. Ebersole
Counsel for Defendant

Baltimore City Circuit Court

PLAINTIFF: MAMIE JEFFERSON

CASE: 93251040 CL169713

Filed

-vs-

DEFENDANT: FORD MOTOR CREDIT COMPANY

PERSON TO BE SERVED: BAGLEY, ROY

PROOF OF SERVICE:

I DO HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT I, JAMES A. DIGGS, JR. DID SERVE ROY BAGLEY

AT 4201 GRANADA AVENUE
BALTIMORE, MD 21215

ON 1/9/95 @ 7:00PM AND LEFT HIM WITH A SUBPOENA.

JAN 12 12:57
FOR ITY

Our fee for service was: \$45

I WAS UNABLE TO SERVE BECAUSE _____

We suggest: _____

I AM A COMPETENT PERSON OVER THE AGE OF EIGHTEEN (18), AND NOT A PARTY TO THE ACTION.
James A. Diggs, Jr.
PROCESS SERVER SIGNATURE

Attorney Services Corporation
2300 North Charles Street
Baltimore, Maryland 21218

(410) 467-6633

DATE	DOCKET ENTRIES	NO.
1-11-95	Case settled.	
	Costs to be paid by the Dept.	
	<i>Heller J.</i>	

CIRCUIT COURT FOR BALTIMORE CITY

DATE PRINTED / /

PRESIDING JUDGE *Allen*

COURTROOM CLERK *Randolph*

STENOGRAPHER *M. W. S.*

ASSIGNMENT FOR:

CASE NUMBER - *93251040 CL 169'113*
CASE TITLE - *JEFFERSON VS FORD MOTOR CREDIT*
CATEGORY -
PROCEEDING -

DEFENSE ATTORNEY -
PLAINTIFF ATTORNEY -

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION: (CHECK ONE)

- (SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISSED)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER)
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED) PLEASE EXPLAIN:
- (___ POSTPONED) (___ MOTION GRANTED)
- (___ SUB CURIA) (___ MOTION DENIED)

JUDGE SIGNATURE *[Signature]*

DATE *1/1/45*

Mamie Jefferson

Plaintiff(s)

IN THE
Circuit Court

For
Baltimore City

Ford Motor Credit Company

Defendant(s)

File No. 93251040
CL169713

SETTLEMENT ORDER

TO THE CLERK:

Please enter this case Agreed and Settled, costs to be paid by _____
Defendant Ford Motor Credit Company

The parties agree that if costs and damages have not been paid within thirty (30) days from today's date, judgment will be entered for ~~#35,000.00~~ Plaintiff against Defendant Ford Motor Credit Company in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) ^{plus costs}; or

The parties agree that if costs have not been paid within thirty (30) days from today's date, judgment for costs will be entered against Ford Motor Credit Company

This settlement is subject to approval by _____, but the entry of judgment is not. Judgment will be entered in 30 days unless notice is filed that such approval has been denied.

Mamie Jefferson
Mamie Jefferson
Plaintiff(s)

Mercedes C. Samborski
Mercedes Samborski
Attorney(s) for Plaintiff(s)

Ford Motor Credit Company
Defendant(s)

Patricia Elmore
Attorney(s) for Defendant(s)

Enter judgment pursuant to agreement of the parties.

Date: 11/11/95

Ellen
Judge



Filed

MAMIE L. JEFFERSON

RECEIVED * IN THE
CIRCUIT COURT FOR *
BALTIMORE CITY *
CIRCUIT COURT

v.

FORD MOTOR CREDIT COMPANY

1994 DEC 29 A 9:28
DIVISION

FOR *
BALTIMORE CITY *

Defendant

* CASE NO.: 93251040
CL169713

* * * * *

RETURN OF PRIVATE PROCESS SERVER

The undersigned hereby certifies that she executed service of process upon Maryland National Bank/NationsBank on December 28, 1994 at 3:45 PM by serving the Custodian of Records, Ms. Ida Reville, with a Subpoena and Notice of Deposition to appear and produce documents at 100 S. Charles Street, on Friday, the 6th of January, 1995 at 9:00 AM and a Subpoena to appear and produce documents at the Circuit Court for Baltimore City on Tuesday, the 10th of January, 1995 at 9:30 AM.

I am over eighteen years of age and I am not a party to this action. I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth herein are true and correct to the best of my knowledge, information, and belief.

Cindy France

Cindy France
4th Floor, World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140

32ms
RECEIVED
CIRCUIT COURT CITY
BALTIMORE MD
91 DEC 15 1993

MAMIE JEFFERSON, * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY
Defendant * Case No. 93251040
CL169713
* * * * *

MOTION IN LIMINE REGARDING EXPERT WITNESSES

Ford Motor Credit Company, Defendant, by Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr., and Jodi K. Ebersole, its attorneys, hereby files this Motion in Limine Regarding Expert Witnesses and states the following:

1. On November 11, 1993, Defendant propounded Interrogatories to Plaintiff. In these Interrogatories, Defendant specifically requested:

11. State the name and addresses of all experts whom you propose to call as witnesses at trial, the subject matter on which each is expected to testify, the substance of the facts and opinions to which each expert is expected to testify, the area of expertise of such experts, and attach to your Answers hereto copies of all written reports, notes, or memoranda made for you or otherwise in your possession made by all such experts.

2. In Plaintiff's Answers to Interrogatories dated January 12, 1994 and Amended Answers to Interrogatories dated February 4, 1994, Plaintiff alleges that, as a result of an alleged wrongful repossession, Plaintiff sustained the following injuries: "stress, injury to my nerves, humiliation, frustration, severe headaches and nervous tension. Stress related diabetes." See Plaintiff's Answer to

Interrogatory No. 6, attached hereto as Exhibit A. Plaintiff further alleges that the "stress and stress related diabetes" are permanent conditions.

3. In her Answer to Interrogatory No. 8, Plaintiff names the physicians and health care providers from whom she claims to have received treatment as a result of the repossession. They include Yalich Clinic, a Dr. Louis Miller and a Dr. Kyler. See Exhibit A.

4. In her Answer to Interrogatory No. 11, Plaintiff simply states, "See answer #8." She does not specifically set forth the name and addresses of the expert witnesses she will call to testify at trial, the subject matter on which each is expected to testify, the substance of the facts and opinions to which each expert is expected to testify, the area of expertise of such experts. Plaintiff also does not provide a copy of their opinions.

5. At depositions taken in this case in April of 1994, counsel for Plaintiff was asked whether Plaintiff's claim for personal injury (including "stress and stress related diabetes") would be pursued. Counsel for Plaintiff indicated that, if an expert could not be found to testify that the stress of the allegedly wrongful repossession caused Plaintiff to acquire diabetes, Plaintiff's claim for personal injury would be dropped.

6. By letter of June 1, 1994, undersigned counsel for

Defendant again requested whether or not the claim for stress related diabetes would be pursued, and undersigned counsel requested supplemental Answers to Interrogatories regarding expert witnesses. See Exhibit B, Letter dated June 1, 1994.

7. Counsel for Plaintiff responded to this letter by telephone on June 6, 1994 and indicated that an additional two weeks was needed in order to talk with Plaintiff's treating physicians and speciality physicians. If counsel for Plaintiff could not get any expert witness to say there was a causal nexus between the repossession which is the subject matter of Plaintiff's Complaint and the diabetes, counsel for Plaintiff would amended the Complaint and Answers to Interrogatories to withdraw the claim for personal injury. See Exhibit C, Certificate Regarding Discovery.

8. By letter of October 21, 1994, undersigned counsel again requested information regarding Plaintiff's claim for personal injury and expert witnesses. See Exhibit D, Letter of October 21, 1994. No response to that letter was received. See Certificate Regarding Discovery.

9. A final letter of November 21, 1994 was sent to counsel for Plaintiff requesting information regarding Plaintiff's claim for personal injury and expert witnesses. See Exhibit E, Letter of November 21, 1994. No response to that letter was received. See Certificate Regarding Discovery filed herewith.

10. In a telephone conversation on Decmeber 13, 1994, Plaintiff's counsel represented that expert witness could be found who would testify that Plaintiff's "diabetes" was caused by the repossession which is the subject of Plaintiff's claim. However, counsel would not withdraw the claim at this time. See Certificate Regarding Discovery.

11. It has been more than one year since Defendant requested information regarding Plaintiff's expert witnesses. In her Complaint, Plaintiff has claimed personal injuries arising out of her claim against Defendant. In order to support her claim for personal injury arising out of the repossession, it is necessary that she have medical experts testify regarding her condition and their medical opinion with respect to the cause of the condition.

12. Plaintiff has been repeatedly requested to provide information regarding expert witnesses. Despite promises regarding providing the requested information, Plaintiff has failed to supplement her Answers to Interrogatories to provide the properly requested information.

13. Trial is scheduled to begin in this case on January 10, 1995. Even if Plaintiff designates expert witnesses at this late date, it will be impossible for Defendant to depose the expert witness regarding his/her opinions, the grounds for those opinions and to find an expert witness to examine Plaintiff, review Plaintiff's medical records and testify at

the trial of this matter. If Plaintiff were allowed to call an unnamed expert witnesses or expert witnesses regarding whom she has not provided the properly requested information regarding their opinions and whom Defendant has not had the opportunity to depose, Defendant will be severely prejudiced. Defendant cannot adequately prepare a defense to claims regarding which Plaintiff has refused to provide necessary information. Therefore, Plaintiff should be precluded from calling expert witnesses to testify at the trial of this matter regarding physical and/or emotional injuries allegedly sustained or any other issues for which expert testimony may be necessary.

WHEREFORE, Defendant Ford Motor Credit Company respectfully requests this Honorable Court grant its Motion in Limine regarding expert witnesses and preclude any expert witnesses from testifying on behalf of Plaintiff at the trial of this matter.

THIEBLOT, RYAN, MARTIN & FERGUSON

By: Robert L. Ferguson, Jr. / *rlf*
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorney for Defendant Ford
Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of December, 1994, a copy of Defendant Ford Motor Credit Company's Motion in Limine Regarding Expert Witnesses was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiff.

Jodi K. Ebersole
Of Counsel for Defendant

MAMIE JEFFERSON	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
VS.	*	BALTIMORE CITY
FORD MOTOR CREDIT COMPANY	*	CASE NO. 93251040
Defendant	*	CL169713

* * * * *

AMENDED ANSWERS TO INTERROGATORIES

Mamie Jefferson, plaintiff, as answer to the Interrogatories heretofore propounded to her respectfully says:

A. The information supplied in these Answers is not based solely on the knowledge of the executing party, but includes the knowledge of the party, agents, representatives and attorneys, unless privileged.

B. The word usage and sentence structure may be that of the attorney assisting in the preparation of these Answers and thus do not necessarily purport to be the exact language of the executing party.

1. State your full name, residence and business address, date and place of birth, marital status, and Social Security number, and list all other residence addresses at which you have lived during the past five years giving street numbers, city and state, and dates of residence.

ANSWER: Mamie Ludella Jefferson, 8408 Maymeadow Court, Baltimore, Maryland 21244; Business address, 8408 Maymeadow Court, Baltimore, Maryland 21244; Marital status, single; SS#, 247-58-1172; DOB, 4/20/34; Residence for past 5 years, 8408 Maymeadow Court, Baltimore, Maryland 21244; Moved to present address in 1989.

2. State the name and address of your employer(s) at the time of the occurrence complained of; what your duties and wages were at the time of the occurrence complained of; and give the date following the occurrence that you returned to work, your duties, your wages and the name and address of your employer when you returned to work. List the dates you were unable to work and explain why.

ANSWER: Jewish Convalescent Center, 7200 Scotts Level Road, Randallstown, Md. Duties: follow doctor's orders and specific patient assignments, write nurses notes, file documents, give medications, make rounds and administer treatments. Wages: \$14.25/hr. After my car was wrongly repossessed I was able to continue working there with borrowed transportation until April 1, 1993. The stress I was suffering over the loss of my car caused unsatisfactory work performance and I was terminated. I have not returned to this job.

Pleasant Manor Convalescent Center (part time), 4615 Park Heights Avenue, Baltimore, Maryland 21215. Duties: follow doctor's orders and specific patient assignments, write nurses notes, file documents, give medications, make rounds, administer treatments and supervisory responsibilities (I was in charge of the unit.) Wages: \$15/hr. I quit working because I did not have transportation to get to work after defendant wrongfully repossessed my car. I have not been rehired.

Northwest Convalescent Center (part time), 4601 Pall Mall Road, Baltimore, Maryland 21215. Duties: follow doctor's orders and specific patient assignments, write nurses notes, file documents, give medications, make rounds, administer treatments and supervisory responsibilities (I was in charge of the unit.) Wages: \$15/hr. I quit working because I did not have transportation to get to work after

defendant wrongfully repossessed my car. I have not been rehired. Subsequently, this facility was closed.

3. State the names of all eyewitnesses to all or part of the occurrence(s) and give the address of each witness and the location of each witness at the time of the occurrence.

ANSWER: Roy Lee Bagley, 4201 Granada Avenue, Baltimore, Maryland 21215; Daisy Mae Campbell, 3931 Rokey Road, Baltimore, Maryland 21229.

At the time of the occurrence, these people were at 1720 North Appleton Street, Baltimore, Maryland 21217.

4. Attach hereto a copy of any statement made by this Defendant or any and all of this Defendant's agents, servants, and/or employees.

ANSWER: I have no statements.

5. Give the names and addresses of all persons who have given statements concerning this occurrence, whether recorded or reduced to writing, the date the statements were given, the name and address of the person who took such statement, and the names and addresses of all persons who have custody of the original and copies of these statements.

ANSWER: See Answer number 4.

6. State in detail the nature and location of any bodily injury suffered by you as a result of this occurrence. If you have any complaints at the present time on account of such injuries, state in detail the nature of such present complaints.

ANSWER: A. Stress, injury to my nerves, humiliation, frustration, severe headaches and nervous tension. Stress related diabetes including neck pain and elevated blood pressure.

7. Which of said injuries, if any, do you contend are permanent and to what extent?

ANSWER: Stress and stress related diabetes brought on by wrongful repossession of my vehicle.

8. Give the names and addresses of all hospitals, experts, or other health care providers including, but not limited to, medical experts whom you have consulted with respect to either the happening of the accident or the injuries sustained, and list the dates of such consultations or treatments.

ANSWER: I have consulted the following experts:

Dr. Kyler, regular MD, clinic Associates, Commerce Center, Reisterstown, Maryland, until about April of 1993. I have not yet completed treatment.

Yalich Management, Inc., 1724 Woodlawn Drive, Suite 7, Baltimore, Maryland 21207. Dates, 4/7/93 to 6/22/93.

Dr. Louis Miller, MDS, 4000 Old Court road, Baltimore, Maryland 21208.

This was not an accident. My injuries were caused by the intentional and wrongful taking of my vehicle.

9. State the names and addresses of all experts whom you propose to call as witnesses at trial, the subject matter on which each is expected to testify, the substance of the facts and opinions, to which each expert is expected to testify, the area of expertise of such experts, and attach to your Answers hereto copies of all written reports, notes, or memoranda made for you, or otherwise in your possession made by all such experts.

ANSWER: See answer #8.

10. Give an itemized statement of all charges, expenses, and losses allegedly paid or sustained by you as a result of the occurrence. As to each, state which of said charges, expenses, or losses have been paid and by whom.

ANSWER: See spreadsheet attached.

11. State in detail all injuries, disabilities and sicknesses, other than those sustained in the occurrence complained of, ever sustained by you, whether before or after the occurrence, give the dates when each was sustained, the names and addresses of all persons and institutions that examined or treated you for each of the injuries, disabilities, and sicknesses, stated, and specify which injury, disability and sickness was treated by each such person and institution.

ANSWER: Fractured left foot, 1984, treatment by Dr. Bitler, Reisterstown Plaza, Baltimore, Maryland.

Fractured toes, right foot, 9/86, treatment by Dr. Miatz, Hilton, Reisterstown Road, Pikesville, Maryland 21208.

Baltimore County Hospital, E.R., X-rayed, sent to private doctor 9/86.

12. State the names and addresses of all physicians, hospitals, institutions, or other medical practitioners who have examined and treated you for any cause during the five years prior to the occurrence or at any time subsequent to the occurrence and give the dates and nature of all such treatment.

ANSWER: See attached computer spreadsheet.

13. If you contend that any person or persons not parties to this action either caused or contributed to the occurrence, give a concise statement of the facts upon which you rely, and identify the person or persons, giving full names and addresses.

ANSWER: The defendant's employees who caused the injuries described and who were acting as defendant's employees within the scope of employment, were not named individually as parties.

14. State separately the amounts reported as earned income and your tax returns for each of the past five years and the district in which the returns were filed.

ANSWER:

1988 - Adjusted gross income	\$22,510.00
1989 - Adjusted gross income	\$27,741.00
1990 - Adjusted gross income	\$26,365.00
1991 - Adjusted gross income	\$22,589.00
1992 - Adjusted gross income	\$22,030.00

15. Have you ever been convicted of any crimes other than minor traffic violations? If so, state the nature of each such crime, the date of each such conviction, the names and locations of all courts involved.

ANSWER: None.

16. State whether you have within your control, or have knowledge of, any transcripts of testimony taken in any proceedings arising out of this occurrence. If so, state the date, the subject matter, the name and address of the persons recording the testimony, and the name and address of the person who have made present possession of each transcript of testimony.

ANSWER: None.

17. State the names and addresses of all persons not heretofore named in your Answers to these Interrotatories who have personal knowledge of the facts (a) concerning the happening of the occurrence or (b) your injuries, losses and damages. Specify in which category each such person has knowledge.

ANSWER: Roy Lee Bagley, 4201 Granada Avenue, Baltimore, Maryland 21215, has personal knowledge of the transaction of purchase, installment payments, personal conversations with several agents of Ford Motor Credit Co. contacted by telephone before and after the occurrence of repossession on or about March 13, 1993. Agents names: Mr. Cheroff, Manager, Mr. Gaunz and Ms. Bragg.

18. Were any reports prepared by you or your employer in the ordinary or regular course of business as a result of the accident complained of? If so, state the name and addresses of the person having present custody or possession of such report or a copy thereof, and the exact title of the report and date thereof.

ANSWER: There is no accident complained of.

19. Indicate the name and title of all representatives of Ford Motor Credit Company with whom you have dealt with this matter, and indicate the date, nature and substance of each contact.

ANSWER: Mr. Chiroff, manager, Mr. Gaunz and Ms. Bragg on or about August 1992 through March of 1993.

20. State whether or not you signed the contract, a copy of which is attached to these interrogatories as Exhibit A.

ANSWER: Yes.

21. State whether or not your account with FMCC was in default at the time your vehicle was repossessed. If you contend that the account was not in default, state the facts upon which you base this contention.

ANSWER: No, I made all the agreed to payments, which were accepted by defendant.

22. State the date and amount of each payment made on the account (pursuant to the contract) and the place where the payment was made or mailed.

ANSWER: See attached spreadsheet as to records in my possession and documents supplied in Request for Admission of Facts previously served.

Payments were mailed or transported to your client at:

2226 Schilling Circle
Cockeysville, Md.

P.O. 3076
Columbia, Md. 21045

P.O. 93000
Philadelphia, Pa. 19193

23. Give a concise statement of facts as to how you contend that Ford Motor Credit Company is liable to you for damages as a result of the events set forth in your Complaint and identify all persons having personal knowledge of such facts.

ANSWER: My 1989 Lincoln was wrongfully repossessed on or about March 3, 1993 from the 1700 block of Appleton Street, Baltimore City, Maryland 21217 when I was not in default in any payment. Defendant knew I was not in default

and defendant's employee, Mr. Chiroff agreed that repossession order would be stricken.

Persons having personal knowledge: Roy Lee Bagley, 4201 Granada Avenue, Baltimore, Maryland 21215. Mr. Gaunz and Ms. Bragg

24. Give a concise statement of facts as to how you contend that Ford Motor Credit Company waived its right to timely payments pursuant to the contract.

ANSWER: It had been agreed between the plaintiff and Ford Motor Credit Co.'s agent, that they would accept the payments and take no action on the account as long as it did not go 2 months in arrears.

The account was not in arrears at the time of wrongful repossession. All payments were made to the defendant, and notice was given to the defendant that the payments were all made. Nevertheless, because of malice towards plaintiff and because the plaintiff is a black person purchasing a luxury vehicle, defendant's employees refused to rescind the wrongful repossession order and had her vehicle repossessed.

25. Give a concise statement of facts in support of the contention in your complaint that you tendered payment to Ford Motor Credit Company for the full amount stated to be due in the Notice of Repossession and Right to Redeem and that said payment was refused. Please include in your statement of facts the amount of said tendered payment the manner in which the payment was allegedly tendered and/or made and the manner in which said payment was refused.

ANSWER: See answer to interrogatory number 22.

26. Give a concise statement of facts as to how you contend FMCC is liable to you for punitive damages and identify all persons having personal knowledge of such facts.

ANSWER: Defendant's white employees knew that I had made the payments because I told them I did and because the records show that they had my payments at the time I told them that FMCC's records were wrong and my payments were up to date. Nevertheless, they refused to correct my account records to reflect all the payments. FMCC and its employees did so maliciously because they didn't like to see a black person driving a luxury car and to get even with me because I complained to them about FMCC's accounting errors. I continually asked FMCC's employees to correct my account, but my requests were denied.

Persons having knowledge, see interrogatory number 23.

27. If you contend that FMCC did not provide proper Notice of repossession and right to redeem or reinstate, state the facts upon which you base this contention.

ANSWER: Payments were not 2 months in arrears at the time of repossession. FMCC's records were wrong. FMCC was notified that its records were wrong but it refused to correct its records.

28. If you contend that FMCC did not resell the automobile in a commercially reasonable manner, state the facts upon which you base this contention.

ANSWER: I have no personal knowledge of how my vehicle was sold.

OATH

I swear under penalties of perjury that the foregoing Answers are true to the best of my knowledge, information and belief.


Mamie Jefferson, Plaintiff

ANSWERS

Answer to Interrogatories # 10 & 12:

Re: Mamie Jefferson

RELATED AND UNRELATED MEDICAL TREATMENT

MEDICAL SERVICES:

Medical Provider	Service	Date Mo. Da Yr
Dr. Sandler	eye exam	12-18-89
Dr. K. Zonies	eye redness	1-31-90
Dr. Lakhanpal	eye exam	2-12-90
Dr. Lakhanpal	eye exam	4-25-90
Dr. K. Zonies	arm problems	4-24-90
Dr. K. Zonies	arm & hand problems	6- 1-90
Dr. Berlanstein	lung x-ray	11-13-90
Dr. K. Zonies	cough	11-13-90
Dr. K. Zonies	earache	5-10-91
Dr. E. McCrea	chest x-ray	4-15-92
Dr. J. Keiller	PPD	4-15-92
Clinical Assoc.	physical exam	7- 9-92
Mid-Atl. Reg.Lab	blood tests	7- 9-92

MEDICAL TREATMENT RELATED TO OCCURENCE

Dr. E. McCrea	chest x-ray	5-27-93
Dr. J. Keiller	lab work	5- 6-93
Dr. J. Keiller	lab work	5- 6-93
Dr. J. Keiller	blood work	5- 6-93
Dr. Louis Miller	exam	5- 6-93
Dr. Louis Miller	diab. diet book	5-13-93
Dr. Louis Miller	exam	6- 2-93
Dr. Louis Miller	blood work	6-15-93
Dr. Louis Miller	Office visit	10-26-93
Dr. Louis Miller	Urinalysis	10-26-93
Dr. Louis Miller	Off. visit	11-15-93
Dr. Louis Miller	Off. visit	11- 1-93
Dr. Louis Miller	blood work	6-15-93
Yalich Clinic	treatment & manip.	<u>6-15-93</u>
Yalich Clinic	4-7,8,9,12,13,14,16,	
Yalich Clinic	19,20,22,23,29,30;	
Yalich Clinic	5-5,15,27; 6-1,8,9,	
Yalich Clinic	15,22 (1993)	

JEFFERSON VS. FORD
CASE# 93251040 CL169713

EXPENSES SPREADSHEET

MEDICAL:

YALICH CLINIC 4/7/93 through 6/22

Total charges - \$1,080.00
Paid by Ms. Jefferson - \$205.00 \$205.00
Paid by Insurance - \$289.60
BC/BS Adjustments - \$55.60

LOUIS W. MILLER, M.D. 10/26/93 through 11/15/93

Total charges..... \$225.50
Paid by Ms. Jefferson..... \$10.00 \$10.00
Paid by Insurance..... \$0.00
BC/BS Adjustments..... \$205.50

CAR REPAIRS AND MAINTENENCE:

05/15/93	ACME AUTO SUPPLY	MISC/PARTS	\$50.00
05/17/93	ACTION AUTO SUPPLY	CARBTR	\$198.45
05/20/93	JLA ENTERPRISES	DOOR GLASS	\$68.25
05/20/93	JLA ENTERPRISES	BATTERY	\$39.73
05/22/93	JLA ENTERPRISES	COMPROR	\$62.95
05/31/93	JLA ENTERPRISES	MISC/PARTS	\$26.93
06/02/93	MAINLINE AUTO PARTS	MISC/PARTS	\$77.18
06/05/93	PEP BOYS	MISC/PARTS	\$47.31
06/08/93	ACTION AUTO SUPPLY	MISC/PARTS	\$6.79
06/09/93	MR. TIRE	TIRES	\$126.59
06/09/93	KOONS FORD	REPAIRS	\$123.52
06/10/93	PEP BOYS	MISC/PARTS	\$10.34
06/20/93	PEP BOYS	MISC/PARTS	\$6.29
06/23/93	CENTRAL BATTERY SERVICE	MISC/PARTS	\$39.95
06/25/93	MAINLINE AUTO PARTS	RAD HOSE	\$11.81
06/28/93	STANDARD AUTO PARTS	MISC/PARTS	\$18.80
07/06/93	PAPA DISCOUNT AUTO PARTS	MISC/PARTS	\$14.00
07/24/93	STANDARD AUTO PARTS	MISC/PARTS	\$16.48
08/02/93	MAINLINE AUTO PARTS	MISC/PARTS	\$13.42
08/03/93	GEORGE THOMPSON	BODY WORK	\$140.00
08/19/93	MAINLINE AUTO PARTS	MISC/PARTS	\$9.93
09/14/93	MAINLINE AUTO PARTS	MISC/PARTS	\$31.59
10/01/93	MAINLINE AUTO PARTS	MISC/PARTS	\$27.60
10/13/93	PEP BOYS	MISC/PARTS	\$18.35
11/16/93	GOODYEAR AUTO	SYST CK	\$12.50
11/19/93	STANDARD AUTO PARTS	MISC/PARTS	\$20.13
11/21/93	JLA ENTERPRS-HERCULES AUTO	COMPRESR	\$31.50
11/26/93	JLA ENTERPRS-HERCULES AUTO	BELT	\$11.47
TOTAL.....			\$1,261.86

AUTO INSURANCE: 6/93 to present

\$135.00 per month

\$1,080.00

MVA PENALTY:

\$787.00

TOTAL COSTS PAID BY MAMIE JEFFERSON TO DATE..... \$3,343.86

THIEBLOT, RYAN,
MARTIN & FERGUSON, P. A.

ROBERT J. THIEBLOT
AND DONNY W. RYAN
J. ARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
THOMAS J. SCHETELICH
CHRISTOPHER J. HEFFERNAN*
M. BROOKE MURDOCK
ANNE M. HREHOROVICH*
DONNA M. RAFFAELE*
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*ADMITTED IN D.C. AND MARYLAND

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(202)628-8223

*mailed
6/1/94*

June 1, 1994

Mercedes Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085

Re: 93-3760
Mamie Jefferson v.
Ford Motor Credit Company

Dear Ms. Samborsky:

I have discussed the status of this case with Michael Russo, Esquire. Mr. Russo informs me that, at the depositions held in my absence, there was some discussion regarding whether or not you would be pursuing your claim that Ms. Jefferson acquired "stress-related diabetes" as a result of the repossession. I would appreciate it you would contact me to discuss this matter further. If you intend to proceed with this claim for damages, please let me know as soon as possible, and amend your answers to interrogatories to provide the names of your expert witnesses who will testify regarding this matter. If you do not intend to pursue this aspect of the case, please let me know as well.

If this claim is to be pursued, I would like to take the depositions of your expert witnesses within the next few months. As you know, the depositions of expert physicians are difficult to schedule, especially in the summer months. As such, it would be best to begin the scheduling as soon as possible.

I look forward to hearing from you soon.

THIEBLOT, RYAN, MARTIN & FERGUSON

Jodi K. Ebersole
BY: Jodi K. Ebersole

JKE/wp

MAMIE JEFFERSON,	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
FORD MOTOR CREDIT COMPANY,	*	BALTIMORE CITY
Defendant	*	Case No. 93251040
		CL169713
* * * * *	*	* * * * *

CERTIFICATE REGARDING DISCOVERY

Ford Motor Credit Company, Defendant, by Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr., and Jodi K. Ebersole, its attorneys, in further support of its Motion in Limine Regarding Expert Witnesses, hereby files this Certificate Regarding Discovery and states the following:

1. On or about November 11, 1993, Defendant propounded Interrogatories to Plaintiff. These Interrogatories included a question regarding expert witnesses.
2. In Plaintiff's Answers to Interrogatories (unexecuted) dated January 12, 1994 and Amended Answers to Interrogatories dated February 4, 1994, Plaintiff failed to provide information responsive to this Interrogatory.
3. By letter of June 1, 1994, undersigned counsel for Defendant specifically requested information from Plaintiff regarding expert witnesses.
4. In response to the June 1, 1994 letter, counsel for Plaintiff contacted undersigned counsel for Defendant. In the telephone conversation which ensued, counsel for

Plaintiff indicated that two more weeks were necessary in order to talk with potential expert witnesses. If, in that two week period, counsel for Plaintiff could not find any expert to testify that there was a causal nexus between Plaintiff's claimed injuries and the repossession complained of in Plaintiff's complaint, counsel for Plaintiff would amend the Complaint and Answers to Interrogatories to withdraw the claim for personal injury.

5. No expert witnesses were designated following the expiration of the two week period requested.

6. By letter of October 21, 1994, undersigned counsel for Defendant again requested a designation of expert witnesses. No response was received to this letter.

7. By letter of November 21, 1994, undersigned counsel for Defendant again requested a designation of expert witnesses. No designation was made.

8. In a telephone conversation on December 13, 1994, Plaintiff's counsel represented to undersigned counsel that no expert witness had been found who would testify that Plaintiff's "diabetes" was caused by the repossession which is the subject of Plaintiff's claim. However, counsel would not withdraw the claim for personal injury as of December 13, 1994.

9. Despite good faith effort, counsel for Defendant has been unable to resolve the discovery dispute regarding Plaintiff's failure to designate expert witnesses.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Jodi K. Ebersole

JODI K. EBERSOLE

4th Floor

The World Trade Center

Baltimore, Maryland 21202

(410) 837-1140

Attorneys for Defendant Ford

Motor Credit Company

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* ADMITTED IN D.C. AND MARYLAND

October 21, 1994

Mercedes Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085

RE: 93-3760
Mamie Jefferson v. Ford Motor
Credit Company

Dear Ms. Samborsky:

By letter of June 1, 1994, I requested information from you regarding whether or not you would pursuing your claim that Ms. Samborsky acquired "stress-related diabetes" as a result of the repossession. On June 22, 1994, we discussed this matter by telephone and you advised that you needed about two weeks to talk with treating physicians and specialty physicians to see if there was a causal nexus between the diagnosis of diabetes and the repossession. You advised me that if you could not get anyone to say that there was a causal nexus, you would amend the Answers to Interrogatories and Complaint to withdraw that claim.

Now that our Motion to Dismiss has been decided by the Court, please contact me with your decision regarding the medical issues in this case. I look forward to an immediate response.

THIEBLOT, RYAN, MARTIN & FERGUSON

Jodi K. Ebersole /gh

BY: Jodi K. Ebersole

JKE/gh

Exhibit E

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.

HERBERT J. THIEBLOT
HONY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
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* ADMITTED IN D.C. AND MARYLAND

November 21, 1994

Mercedes Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085

VIA FACSIMILE: 679-2090

RE: 93-3760

Mamie Jefferson v. Ford Motor
Credit Company

Dear Ms. Samborsky:

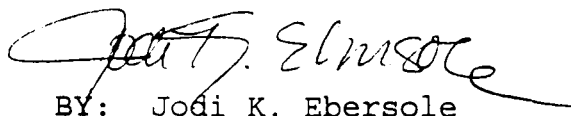
By letter of October 1, 1994, I contacted you regarding whether or not you would be pursuing your claim that Ms. Jefferson acquired "stress-related diabetes" as a result of the repossession. To date, I have not heard from you.

Please contact me on or before November 23, 1994 to let me know whether or not you will be pursuing your claim for stress-related diabetes and, if you are, please provide me with the identity of the expert witnesses who will be testifying on your behalf regarding the stress-related diabetes, and all other information requested in Plaintiff's Interrogatory No. 9.

I look forward to receiving your information soon.

Very truly yours,

THIEBLOT, RYAN, MARTIN & FERGUSON


BY: Jodi K. Ebersole

JKE/gh

MAMIE JEFFERSON,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	BALTIMORE CITY
FORD MOTOR CREDIT COMPANY,	*	Case No. 93251040
	*	CL169713
Defendant	*	
* * * * *	*	* * * * *

ORDER

Defendant Ford Motor Credit Company's Motion in Limine Regarding Expert Witnesses, and any opposition thereto having been read and considered, and argument having been heard, it is this ____ day of _____, 199__, by the Circuit Court for Baltimore City, hereby

ORDERED, that Defendant's Motion in Limine Regarding Expert Witnesses be and the same hereby is GRANTED, and it is further

ORDERED, that Plaintiff is hereby precluded from calling expert witnesses to testify at the trial of this matter.

Circuit Court Judge

cc: Mercedes Samborsky, Esq.
Robert L. Ferguson, Jr., Esq.
Jodi K. Ebersole, Esq.

33
R/B

FILED

DEC 19 1994

CIRCUIT COURT FOR BALTIMORE CITY

MAMIE JEFFERSON * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
 FORD MOTOR CREDIT COMPANY * BALTIMORE CITY
 Defendant * CASE NO.: 93251040
 * * * * * CL169713
 * * * * *

ORDER

Defendant, Ford Motor Credit Company's Motion for Summary Judgment as to Emotional/Mental Distress and Punitive or Exemplary Damages and ^{the} ~~any~~ responses or replies thereto having been read and considered, and argument having been ~~heard~~ ^{waived}, it is this ^{14TH} day of ^{December}, 1994, by this Circuit Court for Baltimore City hereby

ORDERED that there is no genuine dispute as to any material fact and that Ford Motor Credit Company is entitled to judgment as a matter of law, and it is further

ORDERED, that the Motion for Summary Judgment be, and the same hereby is, GRANTED; and it is further,

ORDERED, that Plaintiff's claim for exemplary or punitive damages is dismissed and the Plaintiff is precluded from offering any statements, argument or testimony as to the issue of punitive or exemplary damages at the trial of the above-entitled action, and it is further

ORDERED, that Plaintiff's claim for emotional/mental distress damages is dismissed and the Plaintiff is precluded

from offering any statements, argument or testimony as to the issue of emotional/mental distress damages at the trial of the above-entitled action, *

ALL For reasons stated in defendant's
MOTION AND Maun vs. Heirley
MEMORANDUM

JUDGE, Circuit Court for
Baltimore City

~~cc: Robert L. Ferguson, Jr., Esquire
/ Jodi K. Ebersole, Esquire
4th Floor, The World Trade Center
Baltimore, Maryland 21202-3091~~

/ Mercedes Samborsky, Esquire
309 Garnett Road
Joppatowne, Maryland 2108

Jan
12.19.94

PRESIDING JUDGE JUDGE MARVIN B. STEINBERG.....

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR WEDNESDAY DECEMBER 14, 1994 P04 10:30

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K DEFENSE ATTORNEY 837-1140
FERGUSON, ROBERT JR DEFENSE ATTORNEY 837-1140
SAMBORSKY, MERCEDES PLAINTIFF ATTORNEY 679-2010

• *Δ's Mot. for N.J. is granted*

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISSED)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER)
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED) PLEASE EXPLAIN:
- (___ POSTPONED) (MOTION GRANTED)
- (___ SUB CURIA) (___ MOTION DENIED)

JUDGE SIGNATURE *Marvin B. Steinberg* DATE *12/14/94*

PRESIDING JUDGE JUDGE MARVIN B. STEINBERG.....

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR WEDNESDAY DECEMBER 14, 1994 P04 10:30

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSCLE, JODI K DEFENSE ATTORNEY 837-1140
FERGUSON, ROBERT JR DEFENSE ATTORNEY 837-1140
SAMBOCRSKY, MERCEDES PLAINTIFF ATTORNEY 679-2010

Δr Mot. for N.T. is granted

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISS)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER)
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED) PLEASE EXPLAIN:
- (___ POSTPONED) (✓ MOTION GRANTED)
- (___ SUB CURIA) (___ MOTION DENIED)

JUDGE SIGNATURE *Marvin B. Steinberg* DATE *12/14/94*

RESIDING JUDGE JUDGE MARVIN B. STEINBERG.....

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR WEDNESDAY DECEMBER 14, 1994 PG4 10:30

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CO. CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K DEFENSE ATTORNEY 837-114
FERGUSON, ROBERT JR DEFENSE ATTORNEY 837-1140
SAMBOCRSKY, MERCEDES PLAINTIFF ATTORNEY 679-2010

Δ. Mot. for N.J. is granted

TYPE OF PROCEEDING: (___) JURY (___) NON-JURY (___) OTHER
DISPOSITION (CHECK ONE)
(___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
(___) (___) REMANDED (___) NON PROSECUTED
(___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
(___) JUDGEMENT ABSOLUTE (___) ORDER/DECREE SIGNED
(___) POSTPONED (✓) MOTION GRANTED
(___) SUB CURIA (___) MOTION DENIED

JUDGE SIGNATURE *Marvin B. Steinberg* DATE *12/14/94*

(31)
J

RECEIVED
CIRCUIT COURT
94 OCT 21 PM 2:50
CLERK DIVISION

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No. 93251040
* CL169713

* * * * *

LINE

Dear Madam Clerk:

Please set Defendant Ford Motor Credit Company's Motion for Summary Judgment as to emotional/mental distress and punitive or exemplary damages in for a hearing before the Court.

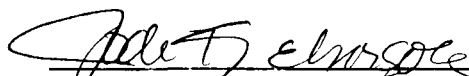
THIEBLOT, RYAN, MARTIN & FERGUSON

By: Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

By: Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140
Attorney for Ford Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of October, 1993, a copy of the foregoing Line was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiffs.


Counsel for Defendant Ford Motor
Credit Company

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A. BALTIMORE CITY

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

ROBERT J. THIEBLOT
ANTHONY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
THOMAS J. SCHEDELICH
CHRISTOPHER J. HEFFERNAN*
M. BROOKE MURDOCK
ANNE M. HREHOROVICH*
DONNA M. RAFFAELE*
MICHAEL N. RUSSO, JR.*
JODI K. EBERSOLE*
HAMILTON F. TYLER*
PETER J. BASILE*

ATTORNEYS AT LAW
4TH FLOOR, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202-3091

(410) 837-1140

FAX LINE (410) 837-3282

94 AUG 15 PM 2:52

CIVIL DIVISION

WASHINGTON LINE
(202) 628-8223

* ADMITTED IN D.C. AND MARYLAND

August 12, 1994

File

The Honorable Ellen L. Hollander
Circuit Court Judge
Circuit Court for Baltimore City
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

RE: 93-3760
*Mamie Jefferson v. Ford Motor
Credit Company*
Case No. 93-251040/CL169713

Dear Judge Hollander:

Pursuant to your law clerk's request, this letter is to provide you with a status report regarding the above-referenced case, and the Motion to Dismiss filed by this office. First, Mr. Goldstein advised me that you did not receive a copy of the previous status report which was hand-delivered to your office on July 26, 1994. Enclosed please find a copy of this letter for your reference.

As I informed Mr. Goldstein, Plaintiff's counsel, Mercedes Samborsky, and I have each spoken with staff counsel, Mr. Goldberger, at the offices of Ellen Crosby, U.S. Bankruptcy Trustee, regarding this matter. When I spoke with Mr. Goldberger, he was unaware of the recent case of *Pacific Mortgage and Investment Group, Ltd. v. Horn*, No. 737 Sept. Term 1993, Maryland Court of Special Appeals, decided June 1, 1994. He asked that I forward him a copy of the case, and he would review the matter further. He asked that he be given until the end of next week to provide you with a response.

Please contact me if you desire any additional information regarding this matter. Ms. Samborsky and I will continue to work together to attempt a resolution of this matter with the Bankruptcy Trustee.

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.
ATTORNEYS AT LAW

The Honorable Ellen L. Hollander
August 12, 1994
Page 2

THIEBLOT, RYAN, MARTIN & FERGUSON



BY: Jodi K. Ebersole

JKE/wp

cc: Court File
Mercedes Samborsky, Esq.

7

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
94 AUG 15 PM 2:52

THIEBLOT, RYAN
MARTIN & FERGUSON, P.A.

ROBERT J. THIEBLOT
ANTHONY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
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HAMILTON F. TYLER*
PETER J. BASILE*

ATTORNEYS AT LAW
4TH FLOOR, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202-3091

(410) 837-1140

FAX LINE (410) 837-3282

CIVIL DIVISION
WASHINGTON LINE
(202) 628-8223

*ADMITTED IN D.C. AND MARYLAND

July 26, 1994

The Honorable Ellen L. Hollander
Circuit Court Judge
Circuit Court for Baltimore City
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

VIA HAND-DELIVERY

RE: 93-3760
Mamie Jefferson v. Ford Motor
Credit Company
Case No. 93251040/CL169713

Dear Judge Hollander:

This letter is to provide you with a status report regarding the above-referenced case. At the hearing on Defendant's Motion to Dismiss before your Honor on July 15, 1994, you ordered that Plaintiff's counsel, Mercedes Samborsky, Esq., and I contact the bankruptcy trustee, Ellen Crosby, for Plaintiff's Chapter 13 Bankruptcy to discuss whether she will be joining as the proper party Plaintiff, or whether she would abandon the claim. Ms. Samborsky has advised me that she attempted to contact Ms. Crosby on Monday, July 18, 1994, and was informed that Ms. Crosby was out of the office until this week. Therefore, we were unable to hold a conference call with Ms. Crosby last week.

Ms. Samborsky called me with this information on Monday, July 25, 1994 from Chicago. She is attending the A.T.L.A. convention this week, and will not be back in the office until Monday, August 1, 1994. We will, however, attempt to hold the conference call at some point this week. Because of these unforeseen difficulties, we have been unable to provide the Court with the Order you had requested at the July 15th hearing within ten days from the date of the hearing. We would request an additional ten days from the date of this letter so that we may contact Ms. Crosby and fashion an Order for your signature.

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.

ATTORNEYS AT LAW

The Honorable Ellen L. Hollander
Circuit Court Judge
July 26, 1994
Page 2

Please contact me if you need any additional information.
Thank you.

THIEBLOT, RYAN, MARTIN & FERGUSON



BY: Jodi K. Ebersole

JKE/wp

cc: Court file
Mercedes Samborsky, Esq.
(via facsimile 410-679-2090)

File

**THIEBLOT, RYAN,
MARTIN & FERGUSON, P. A.**

ROBERT J. THIEBLOT
ANTHONY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
THOMAS J. SCHETELICH
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ATTORNEYS AT LAW
4TH FLOOR, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202-3091

WASHINGTON LINE
(202) 628-8223

(410) 837-1140

FAX LINE (410) 837-3282

* ADMITTED IN D. C. AND MARYLAND

July 26, 1994

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
94 JUL 26 PM 2:52
CIVIL DIVISION

The Honorable Ellen L. Hollander
Circuit Court Judge
Circuit Court for Baltimore City
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

VIA HAND-DELIVERY

RE: 93-3760
Mamie Jefferson v. Ford Motor
Credit Company
Case No. 93251040/CL169713

Dear Judge Hollander:

This letter is to provide you with a status report regarding the above-referenced case. At the hearing on Defendant's Motion to Dismiss before your Honor on July 15, 1994, you ordered that Plaintiff's counsel, Mercedes Samborsky, Esq., and I contact the bankruptcy trustee, Ellen Crosby, for Plaintiff's Chapter 13 Bankruptcy to discuss whether she will be joining as the proper party Plaintiff, or whether she would abandon the claim. Ms. Samborsky has advised me that she attempted to contact Ms. Crosby on Monday, July 18, 1994, and was informed that Ms. Crosby was out of the office until this week. Therefore, we were unable to hold a conference call with Ms. Crosby last week.

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THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.
ATTORNEYS AT LAW

The Honorable Ellen L. Hollander
Circuit Court Judge
July 26, 1994
Page 2

Please contact me if you need any additional information.
Thank you.

THIEBLOT, RYAN, MARTIN & FERGUSON



BY: Jodi K. Ebersole

JKE/wp

cc: Court file
Mercedes Samborsky, Esq.
(via facsimile 410-679-2090)

RECEIVED

MAMIE L. JEFFERSON

* IN THE

Plaintiff

* CIRCUIT COURT

vs.

* FOR

FORD MOTOR CREDIT CORP.

* BALTIMORE CITY

Defendant

* Case No.:93251040CL169713

OCT 17 1994
30
CIRCUIT COURT
FOR BALTIMORE CO.

O R D E R

HAVING CONSIDERED THE defendant's motion to dismiss and plaintiff's response thereto, it is this 5th day of Oct., 1994, by the Circuit Court for Baltimore City,

ORDERED that the said motion to dismiss is hereby denied, and the plaintiff is found to be the real party in interest to prosecute her claim stated in this case; it is further

ORDERED that the issues raised by the defendant as to damages in its motion to dismiss remain undecided and shall be set for further argument, upon request of the parties. EA

Ellen Hollander
J U D G E

Approved as to form Only:
Mercedes C. Samborsky
Mercedes C. Samborsky, Esq.
Attorney for plaintiff

Jodi K. Ebersole
Jodi K. Ebersole, Esq.
Attorney for defendant

ORDERmtndSMS

Law Office
Mercedes C. Samborsky
Attorney at Law

309 Garnett Road, Joppatowne, Maryland 21085
Telephone: (410) 679-2010

APPROVAL, FILING, RECORDING OF DOCUMENTS
OR PRESENTATION TO COURT

October 3, 1994

TO: Hon. Ellen L. Hollander, Judge
Circuit Court for Baltimore City
Clarence M. Mitchell, Jr. Courthouse
100 N. Calvert Street
Baltimore, Maryland 21202

Re: Jefferson v. Ford Motor Credit Corp.
Case No. 93251040CL169713

The following documents are enclosed for approval by you, or
filing, or recording with your office:

ORDER

Charge our account for fees.

Check enclosed to cover fee.

Copies to:

Jodi K. Ebersole, Esq.

Special instructions:

After the Order has been approved, please ask the Clerk
to forward a true test copy to each attorney of record.

Thank you.

LCvr

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR FRIDAY JULY 15, 1994

*P. 20
PZ 11:00*

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K
FERGUSON, ROBERT JR
SAMBORSKY, MERCEDES

DEFENSE ATTORNEY
DEFENSE ATTORNEY 837-1140
PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: (___) JURY (___) NON-JURY (___) OTHER

DISPOSITION (CHECK ONE)

- (___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
- (___) VERDICT (___) REMANDED (___) NON PROS/DISMISSED
- (___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
- (___) JUDGEMENT ABSOLUTE () ORDER/DECREE TO BE SIGNED PLEASE EXPLAIN:
- (___) POSTPONED (___) MOTION GRANTED
- (___) SUB CURIA (___) MOTION DENIED

JUDGE SIGNATURE Alan Howland DATE 10/5/94

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR FRIDAY JULY 15, 1994

1.20
821 11:00

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K
FERGUSON, ROBERT JR
SAMBORSKY, MERCEDES

DEFENSE ATTORNEY
DEFENSE ATTORNEY 837-1140
PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISSED)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER)
- (___ JUDGEMENT ABSOLUTE) (ORDER/DECREE TO BE SIGNED) PLEASE EXPLAIN:
- (___ POSTPONED) (___ MOTION GRANTED)
- (___ SUB CURIA) (___ MOTION DENIED)

JUDGE SIGNATURE Alan H. ... DATE 10/1/94

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR FRIDAY JULY 15, 1994

f. 20
B21 11:00

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K DEFENSE ATTORNEY
FERGUSON, ROBERT JR DEFENSE ATTORNEY 837-1140
SAMBORSKY, MERCEDES PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: (___) JURY (___) NON-JURY (___) OTHER

DISPOSITION (CHECK ONE)

- (___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
- (___) VERDICT (___) REMANDED (___) NON PROS/DISMISSED
- (___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
- (___) JUDGEMENT ABSOLUTE () ORDER/DECREE TO BE SIGNED PLEASE EXPLAIN:
- (___) POSTPONED (___) MOTION GRANTED
- (___) SUB CURIA (___) MOTION DENIED

JUDGE SIGNATURE *Alan H. ...* DATE *12/1/94*

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR FRIDAY JULY 15, 1994

*1.20
221 11:00*

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

EBERSOLE, JODI K
FERGUSON, ROBERT JR
SAMBORSKY, MERCEDES

DEFENSE ATTORNEY
DEFENSE ATTORNEY 837-1140
PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: () JURY () NON-JURY () OTHER

DISPOSITION (CHECK ONE)

- () SETTLED () CANNOT SETTLE () NEXT COURT DATE
- () VERDICT () REMANDED () NON PROS/DISMISSED
- () JUDGEMENT NISI () ORDER/DECREE SIGNED () OTHER
- () JUDGEMENT ABSOLUTE () ORDER/DECREE TO BE SIGNED PLEASE EXPLAIN:
- () POSTPONED () MOTION GRANTED
- () SUB CURIA () MOTION DENIED

JUDGE SIGNATURE *Alan Howard* DATE 12/1/94

ELLEN W. COSBY

Chapter 13 Trustee
(410) 254-7062

Address for Correspondence

P.O. Box 10930
Baltimore, MD 21234-0930

Address for Plan Payments

P.O. Box 75091
Baltimore, MD 21275

October 12, 1994

Bruce Goldstein, Esq.
Law Clerk to the Honorable Ellen Hollander
Circuit Court of Baltimore City
Room 408
Clarence Mitchell Courthouse
100 N. Calvert
Baltimore, MD 21202

Re: Mamie Jefferson
Chapter 13 Bankruptcy No. 91-51826-SD

Dear Mr. Goldstein:

This letter will confirm that the Trustee has no intention of pursuing any action the Debtor may have against Ford Motor Credit for an alleged wrongful repossession of a vehicle.

The Trustee would be interested in knowing the outcome of the case, as a monetary recovery by the Debtor may raise the possibility of a plan modification.

Please feel free to call me if you have any questions.

Very truly yours,

Ellen W. Cosby

Joel Goldberger
Staff Attorney

29¹³

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
94 JUN 20 AM 10:31
CIVIL DIVISION

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No.:93251040CL169713

* * * * *

**PLAINTIFF'S CONSOLIDATED ANSWERS TO MOTION TO DISMISS AND
MOTIONS FOR SUMMARY JUDGMENT**

I

ANSWER TO MOTION TO DISMISS OR, IN THE ALTERNATIVE, FOR
SUMMARY JUDGMENT FOR LACK OF SUBJECT MATTER JURISDICTION

MAMIE L. JEFFERSON, plaintiff, by Mercedes C. Samborsky her attorney, as answer to the motion to dismiss or, in the alternative for summary judgment based on the bankruptcy statute, respectfully says:

1. There is no merit to defendant's contention that this conversion case is part of plaintiff's 1991 Chapter 13 bankruptcy case. Plaintiff's payment plan was confirmed in the bankruptcy action in or about 1991 and the effect of the confirmation was to vest in the plaintiff (debtor) all of the property in the bankruptcy estate, including her post-bankruptcy conversion claim against the defendant herein. This claim did not arise until the wrongful repossession and sale of her vehicle in the Spring of 1993, some two (2) years after her payment plan had been confirmed.

2. Plaintiff's conversion case is properly before this court. She does not need to reopen her 1991 bankruptcy petition to maintain her conversion action against this defendant. As further answer thereto she incorporates herein all of the arguments and facts stated in her memorandum accompanying this answer.

II

ANSWER TO MOTION FOR SUMMARY JUDGMENT AS TO EMOTIONAL/MENTAL DISTRESS AND PUNITIVE DAMAGES

MAMIE L. JEFFERSON, plaintiff, by Mercedes C. Samborsky her attorney, as answer to the motion for summary judgment as to emotional/mental distress and punitive damages, respectfully says:

3. On February 23, 1993, the date the defendant issued the Notice of Default and Intention To Repossess (Ex. 11), plaintiff was not in default. She had made her January 20th payment (Ex. 12). Her February 20th payment was not subject to a late charge until March 1st.

4. Defendant incorrectly claims that there is no evidence of malice. There is clear evidence of actual malice, as follows:

a. Defendant refused to accept plaintiff's tender of 3 disputed payments. Plaintiff testified at her deposition, at pps. 87 and 88, as follows:

"Q. When did you speak to Ms. Bragg?

A. After the repossession of my car.

* * *

A. After my car was repossessed I called Mr. Gaunz, ... I said to him the payments that you said you had not received, you know, I would like to repay them if I may... He said hold on and he turned me over to Mrs. Bragg.

Q. What did you say to Mrs. Bragg?

A. I explained the situation to her as I had told Mr. Gaunz. She said no, she could not accept any further payments. She wasn't allowed to accept any payments. All she needed right then to redeem my vehicle was \$14,000. That was her final statement."

At pps. 74 and 75 of Roy Bagley's deposition he testified:

"Q. After Mrs. Bragg said that, what was said next either by you or by anyone else in the conversation?

A. Mrs. Bragg wanted \$14,000 because I had asked her -- Mrs. Jefferson had said to Mrs. Bragg and to Mr. Cheroff, there was a question about three payments. Mrs. Jefferson offered to repay the payments. Mrs. Jefferson offered to repay the payments until they get the books straight. They would not have that. We want \$14,000.

Q. To whom did Mrs. Jefferson offer to repay payments.

A. ... Mrs. Bragg, Cheroff and Gaunz.

Q. When was the first time she made the offer to repay three payments?

A. To Mr. Cheroff.

Q. When?

A. It was on the date the car was repossessed...

Q. The day the car was repossessed she offered to --

A. Repay.

Q. -- repay three payments?

A. Yeah. They were claiming she was three payments back."

See also pps. 76 thru 88 and 94 thru 96 (Ex. 1). This refusal is a clear violation of statutory mandate of Md. Cd., Comm. Law Vol., Sec. 12-625(b and c) which compels acceptance by holder of buyer's tender of payments. Plaintiff made this tender to prevent the sale of her vehicle pending defendant's correction of her account.

b. Defendant's employees maliciously wanted to take the Lincoln from plaintiff because it was luxury car that was not for "people like her". At p. 69 of Roy Bagley's deposition (Ex. 2) he testified that Mrs. Bragg told him:

"... you know, this car is for rich people,
not for people like her."

Her, meaning the plaintiff, a poor black person. The repossessed vehicle is a luxury model, a fully loaded 1989 Lincoln Towncar. See p. 25, Roy Bagley's deposition (Ex. 3).

c. Plaintiff had been arguing with defendant's employees before the repossession attempting to have them correct their records of her account to accurately reflect the payments she made. At p. 36 and pps. 56 thru 59 of Roy Bagley's deposition (Ex. 4) he testified that he was with plaintiff in January of 1993 when she went to Archway Ford and FAXed documents to defendant's employee Mr. Cheroff showing that she made the payments she claimed to have made and was not in arrears.

d. Plaintiff made the February 20th payment before the repossession on or about February 24th. Defendant's employees refused to accept this payment and returned it to her. At pps. 96 and 97 of Roy Bagley's deposition (Ex. 5) he testified that he had mailed her February 20th payment to defendant for her on or about February 24th. This payment was returned to her. At pps. 113 thru 116 (Ex. 6) and pps. 48 and 49 (Ex. 7) of plaintiff's deposition she also testified that the February 20th payment she made was returned to her.

e. The defendant's employees were rude to the plaintiff. At pps. 43 (Ex. 8) of her deposition plaintiff testified that:

"Q. ... What facts do you have which support your contention that defendant's employees did not like you.

A. Because the manner in which they were speaking to me, their manner was curt, it was not very polite, it was demanding and their tone of voice to me, it just stunned me a bit.

And I constantly asked them to correct their records, and I told them that their records were wrong and these were accounting errors, and I kept insisting because the payments they had then that were in question, I told them I had already paid that, and they refused to rescind the possession order ... And I was talking to them about that, and they just wasn't very nice to me, that's all.

* * *

Q. Did anyone raise their voice to you?

A. Yes."

At p. 65 of Roy Bagley's deposition (Ex. 9) he also testified that Mrs. Bragg was "nasty".

5. Defendant's claim that there is no evidence of that plaintiff suffered any emotional distress is also incorrect. At pps. 71-73 of Roy Bagley's deposition (Ex. 9) he testified:

A. "Carrying on means to me when someone is very upset about an issue and reaction to the way they're upset. They're upset.

Q. So Mrs. Jefferson was upset?

A. Right.

Q. What was Mrs. Jefferson physically doing that allowed you to conclude that she was upset?

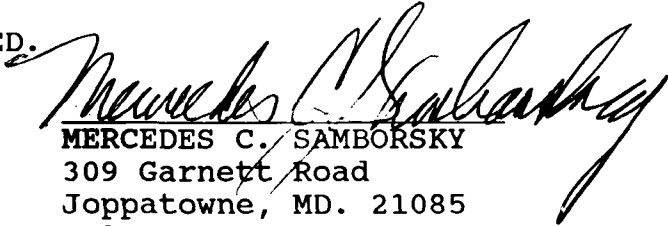
A. Crying. ..."

Plaintiff too testified to emotional distress and stress from the wrongful repossession of her vehicle. At p. 121 of her deposition (Ex. 10) plaintiff relates the onset of her diabetes to the stress she suffered from the repossession of her vehicle.

6. She denies the matters and facts alleged in paragraph numbered 3 of the said motion and she says there are genuine disputes of fact as to whether the plaintiff is entitled to punitive damages against the defendant and whether the plaintiff suffered emotional distress from the wrongful repossession.

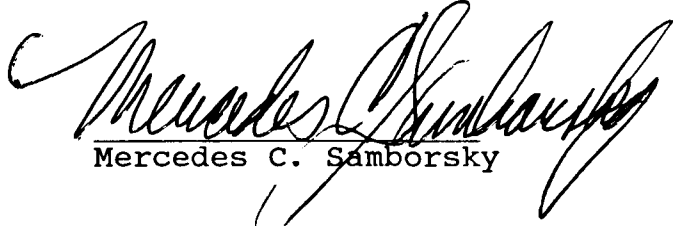
7. As further answer thereto she incorporates herein all of the arguments and facts stated in her memorandum accompanying this answer.

WHEREFORE, your plaintiff respectfully request that summary judgment be DENIED.


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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of June, 1994, a copy of the foregoing PLAINTIFF'S CONSOLIDATED ANSWERS TO MOTION TO DISMISS AND MOTIONS FOR SUMMARY JUDGMENT and MEMORANDUM was mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.


Mercedes C. Samborsky

AnsMTNsjs

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No.: 93251040CL1697

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PLAINTIFF'S MEMORANDUM IN SUPPORT OF HER CONSOLIDATED ANSWERS TO MOTION TO DISMISS AND MOTIONS FOR SUMMARY JUDGMENT

INTRODUCTION

Plaintiff, Mamie L. Jefferson (hereafter "Ms. Jefferson"), by Mercedes C. Samborsky her attorney, respectfully request consideration of this memorandum in support of her consolidated answers to the motion to dismiss and motions for summary judgment filed by defendant, Ford Motor Credit Corp. (hereafter "FMCC").

STATEMENT OF THE CASE

The complaint in the captioned case, alleging conversion, was filed in or about October of 1993. FMCC'S motion for change of venue based on forum non convenienz was subsequently denied. Interrogatories and document production requests were served and answered. Ms. Jefferson and her witness, Roy Bagley were deposed.

FACTS

Ms. Jefferson is a 55 year old black female employed as a licensed practical nurse for private care duty.

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The Retail Installment Sales Contract (hereafter the "Contract") made in July of 1989 between Ms. Jefferson and FMCC, provided that the payments for her '89 Lincoln Town Car, subject of this conversion action, were due on the 20th day of each month. Paragraph E of the Contract (pg. 3 of FMCC's Ex. B) allows a "grace period" of 10 days before a late payment charge is imposed.

Subsequent to purchasing this vehicle, in April of 1991, Ms. Jefferson filed a petition for Chap. 13 bankruptcy in the United State District Court for the District of Maryland. Her payment plan was confirmed in or about July of 1991. FMCC's lien on Ms. Jefferson's vehicle, by agreement of the parties, was released from the bankruptcy estate. Thereafter, Ms. Jefferson's car payments continued according to the Contract between the parties.

On February 23, 1993, FMCC improperly issued a Notice of Default and Intent To Repossess (hereafter the "Notice"), Ex. 11, for repossession of Ms. Jefferson's car because of alleged non-payment of the January 20 and February 20, 1993 payments. The Notice indicated that the January 20 and February 20 payments of \$672.62 each had not been made. The total amount due was \$1345.24. The cure date stated in the Notice was March 5, 1993. The Notice contained the following statement with regard to Ms. Jefferson right to cure the alleged default in payment:

"If you don't pay the TOTAL AMOUNT NOW DUE by the cure date, stated above, we plan to repossess the above described property. If we do you'll have the following rights: You can restore the contract and pay future monthly payments as they become due. But FIRST you must pay all payments you missed, plus any reasonable costs and late charges. You will have 15 days to do that. This is called "reinstatement".

Ms. Jefferson had made the January 20th payment prior to the date of the issuance of the Notice by a cashier's check, Ex. 12. FMCC deposited this payment on the date it issued the Notice. Ms. Jefferson tendered payment of the February 20th payment before her vehicle was repossessed. FMCC refused to accept her February payment. FMCC sent the February payment back to Ms. Jefferson (Exs. 5, 6 and 7). On February 23, 1993, FMCC wrongfully issued a Notice to repossess Ms. Jefferson's vehicle.

Before the issuance of the Notice Ms. Jefferson telephoned FMCC's employees a number of times, asking that FMCC correct her account to reflect the payments she made. FMCC refused to do so. After receiving the Notice she made the February 20, 1993, payment which was returned to her. The January payment had already been made and cashed by FMCC. After FMCC repossessed her vehicle Ms. Jefferson offered to repay the disputed November, December and January payments which FMCC had not credited to her account, to avoid sale of her vehicle. FMCC refused this tender. Instead, FMCC sold her wrongfully repossessed vehicle.

As a result of the repossession Ms. Jefferson lost the use of her vehicle, lost her job, suffered embarrassment and humiliation, damage to her reputation and standing in the community and emotional and mental distress. FMCC's wrongful repossession and sale of Ms. Jefferson's vehicle was wilful, malicious, and done because Ms. Jefferson argued with FMCC's employees, instructing them to correct her account. FMCC's employees disliked Ms. Jefferson because she demanded that they correct FMCC's records and properly credit her account.

Before the issuance of the Notice Ms. Jefferson, on instruction from FMCC's employee Mr. Gaunz, brought copies of her checks for the November and December 1992 payments to Archway Ford, on Reisterstown Road, to prove that her account was paid in full. This proof of payment was FAXed by Archway Ford to Mr. Gaunz. Despite the proof of payment she presented, Mr. Gaunz refused to correct her account. Ms. Jefferson had also advised Mr. Gaunz that she checked with the payor bank, Maryland National Bank, and the cancelled checks endorsed by FMCC had been presented by FMCC and paid. Ms. Jefferson asked Mr. Gaunz to check with the Maryland National Bank to verify that her account had been paid and to recheck FMCC's records. FMCC's employees, Messers. Cheroff, Gaunz, and Mrs. Bragg acting within the scope of their employment, refused to do so and instead issued the Notice. Immediately after her vehicle was

repossessed Ms. Jefferson's she tendered re-payment of the disputed payments until FMCC's records could be corrected. This offer too was refused. FMCC demanded full payment of the \$14,000 due on the note as the only condition for reinstating the Contract. When Ms. Jefferson did not pay this amount the vehicle was sold.

ARGUMENT

1. Ms. Jefferson's Conversion Claim Against FMCC Is Properly Before This Court.

This Court has jurisdiction to hear and decide Ms. Jefferson's conversion claim. 11 U.S.C. Sec. 1327 of the Bankruptcy Code, regulating Chap. 13 filings, expressly provides that the confirmation of a payment plan vests all of the property of the bankrupt's estate in the debtor. Thus, Ms. Jefferson, not the trustee in bankruptcy, is and was the proper person to bring this conversion action. This Court, is the Court where jurisdiction lies.

Even, arguendo, if this Court determines that the conversion case is under the control of Ms. Jefferson's trustee in bankruptcy, the case Adams v. Manown, 328 Md. 463, 615 A.2d 611 (1992) is dispositive of this issues. The Adams, Court decided that when a plaintiff (debtor) files a claim which should be part of the bankruptcy estate, the issue is not one of jurisdiction, but one of standing. If the plaintiff (debtor) brings the action improperly, without first applying to the trustee, the plaintiff is then not the

"real party in interest" unless the trustee abandons the claim (property). *Id.*, 328 Md. 480. If this Court finds that 11 U.S.C. Sec. 1327 does not vest all of the debtor's property under the Bankruptcy Code in Ms. Jefferson, then Maryland Rule 2-201 should apply. Rule 2-201, applies to instances where a bankruptcy trustee is the real party in interest and requires that:

"... No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time is allowed after objection for joinder or substitution of the real party in interest."
(Emphasis added.)

In Adams, supra, unlike the case at bar, the claim filed by the plaintiff (debtor) in the State court was known to the debtor before he filed his bankruptcy petition and not disclosed to the bankruptcy trustee. The plaintiff (debtor) was discharged in Chap. 7 bankruptcy proceedings before he filed the State court claim. *Id.*, 328 Md. 476-77. Mr. Adams knew of his state court claim for three (3) years before he filed bankruptcy. *Id.*, 328 Md. 478. Nevertheless, the appellate Court, following Rule 2-201, remanded the case to the Circuit Court with instructions that:

"Upon receipt of the mandate in this case the circuit court shall send notice by ordinary mail, together with a copy of this opinion, to the Assistant United States Trustee, ... advising the United States Trustee that the circuit court will stay further proceedings in this action for sixty days following service of the notice on the United States Trustee, or for

such longer period as the circuit court, in its discretion, may allow. The purpose of the stay is to allow the United States Trustee to determine whether the bankruptcy estate ... should be reopened ... in order to administer an assets, ... or if the trustee abandons or otherwise determines not to administer the asset, then the circuit court should proceed by treating Adams as the real party in interest and terminate the stay."

In the case at bar, if it is determined that 11 U.S.C. Sec. 1327 does not apply and Ms. Jefferson is determined not to be the real party in interest, this Honorable Court should follow the instructions of the Adams court and permit Ms. Jefferson to apply to the trustee in bankruptcy to either enter this case as the real party in interest or abandon this conversion case as an asset of the bankruptcy estate.

2. Summary judgment is inappropriate where the facts are disputed or are subject to more than one interpretation.

The Maryland appellate courts have consistently ruled that summary judgment is inappropriate where the facts are disputed or are subject to more than one interpretation; Lipscomb v. Hess, 255 Md. 109, 257 A.2d 178 (1969), reversing summary judgment where facts conflicted as to identity of accounts purchased by buyer; Maloney v. Carling National Breweries, Inc., 52 Md. App. 556, 451 A.2d 343 (1982), reversing summary judgment where facts were susceptible to more than one inference and there was ambiguity as to which section of the worker's comp statute covered the particular disability; L & H Enterprises v. Allied Bldg., 88 Md. App. 642, 646, 596 A.2d 672 (1991);

Peck and Honacker v. W.C. & A.N. Miller Development Co., 285 Md. 216, 410 A.2d 1013 (1979); Lipscomb, supra; and Fenwick Motor Co. v. Fenwick, 258 Md. 184, 265 A.2d 256 (1970), holding that as to summary judgments, that inferences from undisputed facts must be resolved against the moving party.

3. In The Case At Bar There Are Genuine Disputes Of Fact As To Whether FMCC Acted With Malice When It Wrongfully Repossessed And Sold Ms. Jefferson's Vehicle Despite Her Tender Of The February 20, 1993 Payment And The Disputed Payments; And, There Are Genuine Disputes Of Fact As To Whether Ms. Jefferson Suffered Emotional Distress For Which She May Claim Damage.

The facts stated by Ms. Jefferson and Mr. Bagley in their depositions present a dispute of fact as to whether FMCC's wrongful repossession was done with malice as would entitle Ms. Jefferson to punitive damages. In Hamilton v. Ford Motor Credit Co., 66 Md. App. 46, 65, 502 A.2d 1057 (1986), another case where FMCC wrongfully repossessed a motor vehicle, an award of punitive damages was sustained because the jury could infer actual malice from evidence that there was a late night call to collect payments, repeated calls and rude and offensive conduct. In the instant case the jury could infer actual malice from FMCC's refusal of the tender of the disputed payments; the statement of Mrs. Bragg (FMCC's employee) to Mr. Bagley that "... you know, this car is for rich people, not for people like her", meaning Ms. Jefferson; the refusal of FMCC's employees to check the payment records even after Ms.

Jefferson had delivered documents to FMCC showing payment had been made; and, FMCC's refusal to accept tender of the February 20th payment which was timely made. There is clearly sufficient indication of malice to warrant submission of this issue to the jury. In Adams v. Coates, 331 Md. 1, 626 A.2d 36 (1993), the appellate court, discussing the punitive damage issue, stated:

"... the availability of punitive damages ought to depend upon the heinous nature of the defendant's tortious conduct."

Awarding punitive damages based upon the heinous nature of the FMCC's tortious conduct furthers the historical purposes of punitive damages - punishment and deterrence. Thus, punitive damages are awarded in an attempt to punish defendant whose conduct is characterized by evil motive, intent to injure, or fraud, and to warn others contemplating similar conduct of the serious risk of monetary liability".

The Adams court continues its opinion approving the definition of actual malice stated in Owens-Illinois v. Zenobia, 325 Md. 420, 460, 601 A.2d 633 (1992) as "conduct of the defendant characterized by evil motive, intent to injure, ill will or fraud." In the case at bar FMCC had actual knowledge that Ms. Jefferson's payments had been made. Its records reflect these payments. Nevertheless, FMCC refused to acknowledge these payments. Its employees deliberately and in violation of statute and of its own Notice, refused Ms. Jefferson tender of the disputed payments. Despite its knowledge of its obligation to Ms. Jefferson to check its payment records and to accept tender

of the disputed payment and the February payment, FMCC, showing ill will and malice towards Ms. Jefferson, repossessed and sold her car knowing full well the damages the repossession was causing her. Certainly, the jury can decide whether this conduct is sufficiently heinous to warrant punitive damages.

Under Maryland law punitive damages are permitted in conversion cases; McClung-Logan Equipment Co. v. Thomas, 226 Md. 136, 172 A.2d 494 (1961), permitting punitive damages where evidence showed defendant disliked the plaintiff. Although malice must be shown to support a claim for punitive damages, the actual malice can be inferred from the conduct of the defendant. In McClung the defendant was provoked because of numerous complaints by the plaintiff about faulty repairs and the wrongful detention of the vehicle. This evidence was sufficient for the jury to consider punitive damages. In the case at bar there is ample evidence that FMCC's employees' disliked Ms. Jefferson. She nagged FMCC employees about their bad record keeping insisting that she had made payments they couldn't locate. FMCC's employee Ms. Bragg even told Mr. Bagley that Ms. Jefferson's Lincoln "was for rich people and not for people like her.", Bagley deposition p. 69, Ex. 2. In fact, FMCC employees were so provoked over the arguments about their bad record keeping that they wrongfully refused to accept Ms. Jefferson's tender of the disputed payments.

Instead, they wrongfully sold the repossessed vehicle. See also Henderson v. Md. Nat'l. Bank, 278 Md. 514, 366 A.2d 1 (1976) and Seigman v. Equitable Trust Co., 267 Md. 309, 314-15, 297 A.2d 758 (1972) wherein the Court of Appeals stated, on the issue of punitive damages in a conversion case, that:

"There can be no doubt in Maryland that under proper circumstances there can be punitive damages in a suit for conversion.

* * *

'Punitive damages are properly a question for the jury in an action for wrongful conversion of personal property where the act of the defendant is accompanied with fraud, ill will, recklessness, wantonness, oppressiveness, wilful disregard of the Ms. Jefferson's rights or other circumstances tending to aggravate the injury.'"

In Ms. Jefferson case the evidence is clear that FMCC's conduct in wrongfully repossessing her vehicle was "accompanied with fraud, ill will, recklessness, wantonness, oppressiveness, wilful disregard of Ms. Jefferson's rights, or other circumstances tending to aggravate the injury." **Id.**

There is sufficient evidence to submit to the jury the issue of Ms. Jefferson's claim for damages for emotional distress. In Hamilton, supra, the Court reasoned that evidence of objectionable and harassing conduct by a defendant that harbored malice toward a plaintiff was sufficient to justify submitting the issue of pain and

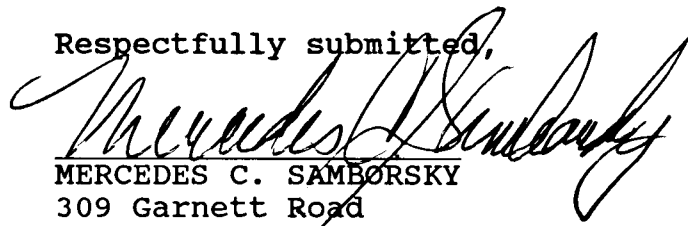
suffering in connection with conversion of a motor vehicle to the jury. The Hamilton Court opined, at 66 Md.App. 66, that:

"It was entirely possible for the jury to find that FMCC's tortious refusal to surrender the truck upon tender of a sufficient sum to reinstate the account, a conversion for which Sharon could bring suit, resulted from malice ...".

Mr. Bagley testified in his deposition, pps. 71-73 (Ex. 9) that Ms. Jefferson cried when FMCC's employees advised her that they would not accept the tender she offered. Ms. Jefferson's testified at her deposition that the loss of her car caused her alot of stress. Thus, there is sufficient evidence to take the issue of emotional distress to a jury.

FOR THE REASONS stated summary judgment and the defendant's motion to dismiss should both be DENIED.

Respectfully submitted,



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MEMOansSJ2comp/8

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1 A. Off and on since I had the vehicle.
 2 Q. During the whole life of the arrangement
 3 with the vehicle?
 4 A. Yes.
 5 Q. Would you give the payment to Roy Lee
 6 Bagley in a sealed envelope, or was it something
 7 that he could see the check, could see the form of
 8 payment?
 9 A. I gave it to, the check to him.
 10 Q. Do you know what knowledge Roy Lee
 11 Bagley has regarding personal conversations with
 12 several agents of Ford Motor Credit Company?
 13 MS. SAMBORSKY: Objection.
 14 Q. Do you know what knowledge he has?
 15 MS. SAMBORSKY: Objection. She doesn't
 16 know what is in his mind. If you ask her what the
 17 basis for her statement is, that's a proper
 18 question. Then she's determining what she has in
 19 her mind, but you don't know what he's thinking,
 20 neither does she.
 21 BY MR. RUSSO:

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1 Q. What is the basis for your statement
 2 that Roy Lee Bagley has knowledge regarding
 3 personal conversations with several agents of Ford
 4 Motor Credit Company contacted by telephone before
 5 and after the occurrence of repossession on or
 6 about March 13, 1993, as stated in your amended
 7 answer to interrogatory number 17?
 8 MS. SAMBORSKY: Answer the question.
 9 That's a proper question.
 10 A. Okay. I had gone to work, I asked him
 11 what was he going to do that day. He said first --
 12 he had knowledge that the car was repossessed. He
 13 said first he was going to call Ford Motor Credit
 14 Company. And he wanted to know who was the person
 15 that I spoke with. And I told him. And he spoke
 16 with the same people.
 17 Q. What did you tell him about the person
 18 you spoke with?
 19 A. That the last person, you know, they
 20 took my car, and the last person that I had spoken
 21 to was Ms. Bragg, and she wanted \$14,000 before I

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1 could redeem my car.
 2 Q. When did you speak to Ms. Bragg?
 3 A. After the repossession of my car.
 4 Q. How did you speak to her? Did you call
 5 her, did she call you? Was it a personal meeting?
 6 A. Well, I was speaking with Mr. Gaunz, who
 7 was supposed to be the assistant of Mr. Cheroff.
 8 Q. Why did you speak to him?
 9 A. After my car was repossessed I called
 10 Mr. Gaunz, and he didn't seem to know anything
 11 about the repossession at that time. He said when
 12 was your car repossessed, and I told him. I said
 13 to him the payments that you said you had not
 14 received, you know, I would like to repay them if I
 15 may. He said oh, just a minute. And it seems to
 16 me he was, you know, he had no knowledge at that
 17 time of my car being repossessed. He said hold on
 18 and he turned me over to Mrs. Bragg.
 19 Q. And what did you say to Mrs. Bragg?
 20 A. I explained the situation to her as I
 21 had to Mr. Gaunz. She said no, she could not

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1 accept any further payments. She wasn't allowed to
 2 accept any payments. All she needed right then to
 3 redeem my vehicle was \$14,000. That was her final
 4 statement.
 5 And I told him that, and he called them
 6 after I had told him what had happened.
 7 Q. And do you know whether Mr. Bagley
 8 called Mr. Gaunz or Ms. Bragg?
 9 A. He said he did.
 10 Q. Did he say what he told them?
 11 A. Yes.
 12 Q. What did he say he told -- strike that.
 13 What did Mr. Bagley say he told Gaunz or
 14 Bragg?
 15 A. He told them what he knew about it.
 16 Q. Who was he speaking to?
 17 A. To Mr. Gaunz, the same as I had.
 18 Q. And did Mr. Bagley tell you what
 19 Mr. Gaunz told him?
 20 A. He also told him to speak with Mrs.
 21 Bragg.

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1 Q. And do you know, did Mr. Bagley tell you
 2 he spoke to Ms. Bragg?
 3 A. Yes.
 4 Q. Did Mr. Bagley tell you what he said to
 5 Ms. Bragg?
 6 A. No, he didn't tell me every step of the
 7 conversation. But he reiterated what I had told
 8 him to them, besides he had seen the document of
 9 repossession. The car was gone. So I don't know
 10 what all, you know, exactly his statements to
 11 them. But the realm of the conversation, what I
 12 had told him, and I don't know exactly the words he
 13 said to them.
 14 Q. Did Mr. Bagley ever tell you what
 15 Ms. Bragg said to Mr. Bagley?
 16 A. She wanted \$14,000, she was not going to
 17 accept any further payments. That was the final.
 18 Anyway, that's what he told me. That's all I know,
 19 what he told me.
 20 Q. Did Mr. Bagley ever tell you he spoke to
 21 anyone else at Ford Motor Credit Company for you or

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1 on your behalf?
 2 A. He spoke to three people there, he said
 3 he had spoke to Mr. Cheroff, Mr. Gaunz and
 4 Ms. Bragg.
 5 Q. Did he tell you what he said to
 6 Mr. Cheroff?
 7 A. He said he said the same thing, the
 8 whole conversation to all three people was about
 9 the same.
 10 Q. Did he say what Mr. Cheroff said to him?
 11 A. No.
 12 Q. Is it your testimony that all of
 13 Mr. Bagley's conversations took place on March 13,
 14 1993?
 15 MS. SAMBORSKY: If you know.
 16 A. I'm not sure if that's the only time he
 17 spoke with them. But I know he did talk to them on
 18 that date.
 19 Q. Do you know whether he dealt with anyone
 20 at Ford Credit prior to the date of repossession?
 21 MS. SAMBORSKY: What do you mean by

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1 MS. SAMBORSKY: Objection. Asked and
 2 answered.
 3 A. Crying. People do cry when you get
 4 upset, right?
 5 Q. I'm just asking you what she was doing.
 6 I'm not asking you what people do. So she was
 7 crying?
 8 A. Uh-huh.
 9 Q. Was she saying anything, using any
 10 words?
 11 A. I don't understand this.
 12 Q. All right. Did she say any other words?
 13 A. Not to my knowledge.
 14 Q. How long was -- strike that.
 15 While she was crying and saying I don't
 16 understand this, was she still on the telephone?
 17 A. Part of the time, then she had hung it
 18 up.
 19 Q. At what point did she hang the phone up?
 20 A. I can't tell you at what point because
 21 the way the phone is situated we're not in plain

Page 7

1 A. That's correct.
 2 Q. Do you know where Mrs. Jefferson was
 3 going to get the money to make three payments?
 4 A. She had money.
 5 Q. She was in bankruptcy, wasn't she?
 6 A. I beg your pardon?
 7 Q. Mrs. Jefferson was in bankruptcy at the
 8 time, wasn't she?
 9 A. Absolutely. Sure she was.
 10 Q. Where was she going to get the money?
 11 A. She had the money, or could get the
 12 money. She had access to the money.
 13 Q. Which the Bankruptcy Court couldn't get
 14 at; is that right?
 15 A. I don't know about the Bankruptcy Court
 16 and their procedure.
 17 Q. Well, where was that money located that
 18 she could get? Where was it?
 19 A. I know that she could get the money.
 20 Q. From where did you know she's going to
 21 get it?

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1 view of each other.
 2 Q. So how do you know at some point she
 3 hung it up?
 4 A. I can hear the click.
 5 Q. At what point did you hear the click?
 6 A. During the time, after Mrs. Bragg had
 7 said, you know, the car is not for people like you.
 8 Q. After Mrs. Bragg said that, what was
 9 said next either by you or by anyone else in the
 10 conversation?
 11 A. Mrs. Bragg wanted \$14,000 because I had
 12 asked her -- Mrs. Jefferson had said to Mrs. Bragg
 13 and to Mr. Cheroff, there was a question about
 14 three payments. Mrs. Jefferson offered to repay
 15 the payments until they get the books straight.
 16 They would not have that. We want \$14,000.
 17 Q. To whom did Mrs. Jefferson offer to
 18 repay payments?
 19 A. Mr. Bragg -- I mean Mrs. Bragg, Cheroff
 20 and Gaunz.
 21 Q. When was the first time she made the

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1 A. Her mother.
 2 Q. Who?
 3 A. Her mother.
 4 Q. Who did Mrs. Jefferson tell she, who did
 5 she offer to make these three payments to?
 6 MS. SAMBORSKY: Objection. That was
 7 asked and answered.
 8 A. I answered that already.
 9 Q. Who did you say?
 10 A. Cheroff, Gaunz and Bragg.
 11 Q. And what did Cheroff say when that offer
 12 was made?
 13 A. \$14,000 -- not Cheroff, Gaunz.
 14 Q. You said that she made the offer to
 15 Cheroff, right?
 16 A. That's correct.
 17 Q. What, if anything, did Cheroff say in
 18 reply?
 19 A. Turned her over to Mr. Gaunz. You have
 20 to deal with Mr. Gaunz.
 21 Q. So he made no reply to that offer?

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1 offer to repay three payments?
 2 A. To Mr. Cheroff.
 3 Q. When?
 4 A. This was, as I recall, it was on the
 5 date that the car was repossessed, I think it was.
 6 Q. The day the car was repossessed she
 7 offered to --
 8 A. Repay.
 9 Q. -- repay three payments?
 10 A. Yeah. They were claiming she was three
 11 payments back.
 12 Q. Now, a couple of minutes ago you
 13 described the first conversation with Mr. Cheroff
 14 after the repossession.
 15 A. Uh-huh.
 16 Q. And you didn't mention this offer to
 17 repay. Why is that?
 18 A. Because things come to your mind as you
 19 talk about them.
 20 Q. All right. So Mrs. Jefferson offered to
 21 repay three payments?

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1 A. That's correct. Not to my knowledge.
 2 Q. And is it your testimony that she then
 3 made that offer to Mr. Gaunz?
 4 A. Oh, yes, sure.
 5 Q. And that was in the same conversation --
 6 strike that.
 7 That offer that she made to Gaunz, that
 8 was in the same conversation, telephone
 9 conversation after the repossession?
 10 A. Yeah, when she called Mr. Cheroff and
 11 offered to repay the three payments, Mr. Cheroff
 12 turned her over to Mr. Gaunz.
 13 Q. And that was after the repossession,
 14 right?
 15 A. Oh, yeah.
 16 Q. She made the offer to Gaunz. What did
 17 Gaunz say?
 18 A. He wanted nothing but \$14,000, he had
 19 his instructions.
 20 Q. Did he say anything else?
 21 A. That's all. He wanted \$14,000.

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1 Q. Did he say why he only wanted \$14,000?
 2 A. That was the balance she owed on the
 3 car, on that account.
 4 Q. But he didn't say anything else, any
 5 other reasons why?
 6 A. No, he wanted \$14,000. He had his
 7 orders.
 8 Q. Now, because of talking about this do
 9 you recall anything else about your conversation
 10 with Mr. Gaunz at this point?
 11 A. Not really.
 12 Q. Then as I understand, you terminated the
 13 phone call and called Ms. Bragg?
 14 A. That's correct.
 15 Q. Is it your testimony that Mrs. Jefferson
 16 also made that offer of three payments to
 17 Ms. Bragg?
 18 A. That's correct.
 19 Q. What, if anything, did Ms. Bragg reply?
 20 A. \$14,000.
 21 Q. Did she say anything else?

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1 A. No.
 2 Q. That phone call --
 3 A. Cheroff, Gaunz, Bragg.
 4 Q. And that phone call with Bragg ended?
 5 A. That day, yes.
 6 Q. When was the next time, if any, that you
 7 spoke with anyone for or on behalf of Ford Motor
 8 Credit Company regarding Mrs. Jefferson's account?
 9 A. The next day.
 10 Q. When the next day?
 11 A. The next day after the car was
 12 repossessed.
 13 Q. What time of the day?
 14 A. Oh, that would be, as I recall, it was
 15 between, had to be between 10 and 1.
 16 Q. Was that a telephone conversation?
 17 A. Yes.
 18 Q. How was that telephone conversation
 19 initiated?
 20 A. Mr. Cheroff, this is Roy Bagley --
 21 Q. So you called Ford Credit?

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1 A. She wanted \$14,000.
 2 Q. Did she say why or what motivated her to
 3 want \$14,000?
 4 A. Yeah, want to close this account out.
 5 Q. Anything else you recall about the
 6 conversation or what Mrs. Bragg said at that point?
 7 A. That's it. At that point.
 8 Q. Now, I understand the next day you
 9 telephoned Ford Credit back; is that right? The
 10 day after these conversation with these three
 11 folks?
 12 A. No, no, no. You got that wrong.
 13 Q. Tell me when the next time you spoke
 14 with anyone from Ford Credit.
 15 A. You ask me when, then I'll tell you.
 16 Q. Strike that. When was the next time, if
 17 any, that you spoke with anyone from Ford Motor
 18 Credit Company, servant or employee on behalf of
 19 Ford Motor Credit Company?
 20 A. I did not speak with anyone from Ford
 21 Motor Credit Company after the conversation with

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1 A. That's correct.
 2 Q. And you got Mr. Cheroff?
 3 A. That's correct.
 4 Q. Tell me what you said.
 5 A. This is Roy Bagley, I'm calling on
 6 behalf of Mamie Jefferson about the car that was
 7 repossessed. Mrs. Jefferson is here, she wants to
 8 speak with you about the situation.
 9 Q. Did Mrs. Jefferson speak with
 10 Mr. Cheroff about the situation?
 11 A. Oh, yes.
 12 Q. What did Mrs. Jefferson say about the
 13 situation?
 14 A. She wanted to repay the payments that
 15 she had already paid. The argument was that they
 16 had not received the payments for, as I recall,
 17 November, December 1992, January 1992. He had not
 18 received them.
 19 Q. Which was it, November, December and
 20 January?
 21 A. November, December, January, that's the

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1 Ms. Bragg.
 2 Q. So am I wrong in my recollection that
 3 prior in this deposition you said you spoke to
 4 Mr. Gaunz the next day? Was that wrong? You
 5 didn't say that?
 6 A. At what point? You have to get the two
 7 points, let's clear it up.
 8 Q. All right. The day of the repossession
 9 you telephoned, you spoke to Mr. Cheroff, right?
 10 A. (Indicating affirmatively.)
 11 Q. You have to say yes or no.
 12 A. Yes.
 13 Q. And he put you on the phone with
 14 Mr. Gaunz, right?
 15 A. That's correct.
 16 Q. And then he had you call Mrs. Bragg?
 17 A. That's correct.
 18 Q. And you spoke to Mrs. Bragg?
 19 A. That is correct.
 20 Q. Did you speak to anyone else during that
 21 conversation with Mrs. Bragg?

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1 three payments they were talking about.
 2 Q. And she made the offer to repay those?
 3 A. Repay those until you get the account
 4 records squared away. She had the receipts that
 5 she had paid those payments.
 6 Q. What, if any, reply did Mr. Cheroff
 7 give?
 8 A. Mr. Cheroff turned her over to
 9 Mr. Gaunz.
 10 Q. Did he give any reply?
 11 A. Yeah, I'm turning you over to Mr. Gaunz,
 12 who is handling the account.
 13 Q. What, if anything, what did Mr. Gaunz
 14 say? What was the first thing said to or by
 15 Mr. Gaunz?
 16 A. As I recollect, Mamie again offered to
 17 Mr. Gaunz, there is a discrepancy in my payment,
 18 you say you haven't received three months, I have
 19 the receipt, I Faxed them over, you're still saying
 20 that you have not received the payments. I will
 21 repay those three payments again. Mr. Gaunz's

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1 reply was only thing you can repay is \$14,000 if
 2 you want the car.
 3 Q. Now, did Mr. Gaunz say anything about,
 4 or did, Gaunz, Bragg, Cheroff, say anything about
 5 having received the Fax from Archway Ford earlier?
 6 A. Yes.
 7 Q. Did they say the Fax was right, the Fax
 8 was wrong? Did they say anything with respect to
 9 whether that Fax proved anything?
 10 A. They said they had not received the
 11 money.
 12 Q. Did they say anything with respect to
 13 their evaluation of the effect of the Fax?
 14 A. Not to my knowledge.
 15 Q. Did you say anything to them that the
 16 Fax proved anything? Did you or Mrs. Jefferson?
 17 A. Yes. Mr. Jefferson said I have my
 18 receipts. She had to go to the bank. That's one
 19 thing, as I recall, Mr. Cheroff asked her to go to
 20 the bank and see if the checks had been cashed.
 21 She went to the bank.

Page 8

1 right. Mrs. Jefferson is on the phone, talk to
 2 her.
 3 And that time Mrs. Jefferson offered to
 4 Mrs. Bragg to repay the three payments that were in
 5 question. Their theory was that the car was three
 6 payments behind, which it was not.
 7 Q. And was there any response to Mrs.
 8 Jefferson's offer to make those three payments?
 9 A. \$14,000.
 10 Q. It received a negative response?
 11 A. \$14,000.
 12 Q. Was that considered by you to be a
 13 negative response?
 14 A. That's negative, yes.
 15 Q. Was anything else discussed?
 16 A. That's it.
 17 Q. Was the phone call then terminated?
 18 A. Yeah, by me.
 19 Q. So you hung up the phone?
 20 A. Uh-huh.
 21 Q. Mrs. Jefferson hung up the phone?

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1 Q. And when was this?
 2 A. This was sometime in January. Now,
 3 we're talking about the three payments between
 4 November 1992 and January of 1993. This is the
 5 area that we are speaking about.
 6 Q. All right. Now, in that conversation
 7 with Mr. Gaunz that we're talking about the day
 8 after the repossession, the day after you spoke to
 9 Mr. Cheroff he put you to Mr. Gaunz, Mr. Gaunz said
 10 the only thing you can do is pay \$14,000; is that
 11 right?
 12 A. That is correct.
 13 Q. Did he say anything after that?
 14 A. Not as I recall.
 15 Q. Was anything said to him after that?
 16 A. Not as I recall, because there wasn't
 17 any use.
 18 Q. So the conversation was then terminated?
 19 A. With Mr. Gaunz, ended with me.
 20 Q. Mr. Gaunz's conversation with you ended?
 21 A. Oh, yeah, my conversation with Mr. Gaunz

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1 A. That's correct.
 2 Q. When was the next time, if any, that you
 3 or Mrs. Jefferson or anyone on her behalf spoke to
 4 Ford Motor Credit Company?
 5 A. From that point I don't know.
 6 Q. All right.
 7 A. I didn't speak to them again.
 8 Q. All right. That's all I can ask you
 9 about is what you know.
 10 A. Right.
 11 Q. Was there ever any other time in the
 12 last two months before the repossession that, any
 13 other efforts aside from what you've described
 14 today, to try to correct this or make payments or
 15 anything like that?
 16 A. She, Mr. Cheroff was claiming that Ford
 17 Motor Company had not received --
 18 MS. SAMBORSKY: This is within the last
 19 two months before the repossession.
 20 Q. If you don't understand the question,
 21 don't answer it.

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1 ended, which would be a normal thing.
 2 Q. Did you then hang up the phone?
 3 A. Yes.
 4 Q. Did Mrs. Jefferson hang up her phone?
 5 A. Oh, yes.
 6 Q. When was the next time, if any, that you
 7 or Mrs. Jefferson or anybody on her behalf spoke to
 8 someone at Ford Motor Credit Company?
 9 A. On that very same day. Called the 1-800
 10 number.
 11 Q. And who did you speak to?
 12 A. I spoke to Mrs. Bragg again.
 13 Q. And what did you say to Mrs. Bragg?
 14 A. Mrs. Bragg, this is Roy Bagley calling
 15 on behalf of Mamie Jefferson. Mr. Bagley, do you
 16 have an account here, do you own the car. No, I do
 17 not, but I have concerns about this individual.
 18 There is something wrong here, this woman has, her
 19 payments has been paid and you claim they're not,
 20 right? Well, if you're not the owner on the
 21 account then I don't want to talk to you. All

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1 A. That would be January, February; is that
 2 correct?
 3 MS. SAMBORSKY: No --
 4 Q. Right. From December 31st 1992 on.
 5 A. Okay.
 6 Q. Were you aware of any other efforts by
 7 or on behalf of Mrs. Jefferson to, any offers she
 8 made to pay more money, to pay different amounts,
 9 or any other things that she did to try to correct
 10 this or clear this problem up?
 11 A. Other than what I described, no. Not to
 12 my knowledge.
 13 Q. How about in the last six months of
 14 1992, are you aware of any efforts by or on behalf
 15 of Mrs. Jefferson to clear this account up in any
 16 other way?
 17 A. Not to my knowledge.
 18 (Bagley Deposition Exhibit Number 3 was
 19 marked for identification.)
 20 BY MR. RUSSO:
 21 Q. I'll show you what's been marked as

1 Bagley Number 3, and I'll ask you if you've ever
2 seen that document.
3 A. Can we go off the record a minute?
4 MR. RUSSO: All right.
5 (Recess taken -- 4:29 p.m.)
6 (After recess -- 4:31 p.m.)
7 BY MR. RUSSO:
8 Q. See there, Mr. Bagley, you have a copy
9 of Exhibit 3. I'll ask you if you've ever seen
10 that document before.
11 A. Yes.
12 Q. When did you first see that document?
13 A. I first saw this document after the car
14 was repossessed.
15 Q. And that document is dated February 23,
16 1992; is that right -- 1993, excuse me. Is that
17 right?
18 A. 1993. February 23.
19 Q. All right. How did you first see that
20 document?
21 A. Mamie got the records and showed it to

1 A. No. What I said to them was that Mamie
2 Jefferson received a notice of repossession, to my
3 knowledge, after the car was repossessed. That's
4 to my knowledge.
5 Q. Now, do you know whether Mrs. Jefferson
6 did anything after getting that notice of
7 repossession that's Exhibit 3 to try to cure the
8 problem, or to explain to Ford Credit that there's
9 a problem, or offer to pay money?
10 A. I've already answered that.
11 Q. Well, aside from -- that time period
12 between the time she received the notice of
13 repossession which is Exhibit 3 and the vehicle
14 actually being repossessed, do you know whether
15 Mrs. Jefferson took any action, or whether
16 afterwards she told you that she took any action to
17 try to cure the problem or offer money to Ford
18 Credit, or do anything like that, make any
19 payments?
20 A. To clarify that answer, I saw this
21 document after the car was repossessed. In order

1 me.
2 Q. Did she tell you when she received it?
3 A. As I recall, I think she said she had
4 received it around the 1st of March. March 1st,
5 something like that. In March, it was a day or two
6 before the -- that's what she told me.
7 Q. Now, did you have that document when you
8 were speaking to those people at Ford after the
9 repossession?
10 A. Oh, yeah.
11 Q. And that document apparently says that
12 two payments were missed; is that right?
13 A. That's what this document says.
14 Q. Are you saying then that Ford Credit was
15 saying that more than two payments were missed?
16 A. They were saying it was three payments.
17 Q. And then saying that the November,
18 December and January payments were missed?
19 A. Yes.
20 Q. Did they say that Mrs. Jefferson had
21 made the February 20th payment?

1 to cure the situation Mrs. Jefferson offered to
2 repay those three payments that was in question.
3 Q. I understand that you didn't see the
4 document until after repossession.
5 A. That's right.
6 Q. But when you saw the document, when you
7 were first given the document it was after
8 repossession. But did Mrs. Jefferson or anyone
9 else say hey, when I got that before repossession,
10 this is what I did, I did these things?
11 A. No.
12 Q. She never said I offered to make
13 payments?
14 A. No.
15 Q. I sent checks in?
16 A. Now, remember, this is on the record,
17 this I saw after the car was repossessed. Mrs.
18 Jefferson offered to repay those three payments
19 that was in question, and the answer that she
20 received was you have to pay \$14,000.
21 Q. All right. But what I'm asking is did

1 A. As I recall, yes, they did.
2 Q. So they said that she missed November,
3 December, January, but made February?
4 A. That's what they're saying.
5 Q. No --
6 A. No, no. Change that, strike that. They
7 were saying that it was three payments in question,
8 November, December, January.
9 Q. All right. So they weren't saying
10 February was in question?
11 A. No, not to my knowledge.
12 Q. Which one of those three people were
13 saying that? Were they all three saying that?
14 A. All three at the end, right. Only
15 Mr. Gaunz and this lady, Mrs. Bragg in the first
16 conversation. Mr. Cheroff prior to was saying that
17 the, he hadn't received the payments for November,
18 December.
19 Q. Now, did you ever say to anybody well,
20 your notice says, your notice is only concerned
21 about January and February of 1993?

1 Mrs. Jefferson ever tell you that when she got that
2 Exhibit 3 she offered to make payments before the
3 vehicle was repossessed?
4 A. Not to my knowledge.
5 Q. Did she ever say she sent a check in to
6 Ford Credit?
7 A. Yes, she did send a check in to Ford
8 Motor Credit, absolutely.
9 Q. Did she say she sent to checks in to
10 Ford Credit?
11 A. She had made the February's payment,
12 this I know. She had, and right after, I would say
13 between the 24th and 27th she sent them in another
14 check. That check was returned to her. That I
15 saw. I put the check in the envelope and mailed it
16 to them. They mailed it back. And she showed the
17 check to me. Absolutely.
18 Q. You mailed it in?
19 A. Yeah. They were in Philadelphia then.
20 Q. So you mailed it in to Philadelphia?
21 A. That's correct.

1 for this Mrs. Bragg.
 2 Q. Did anyone at Ford Credit identify
 3 themselves to you?
 4 A. I asked for Mrs. Bragg. And this
 5 individual came on and identified herself as Mrs.
 6 Bragg.
 7 Q. And what did you say to Mrs. Bragg?
 8 A. I, Mrs. Bragg this is Roy Bagley, I'm
 9 calling in reference to Mamie Jefferson. And her
 10 answer to me was are you the purchaser of this
 11 vehicle? My answer was no, I'm calling in
 12 reference to. Well, I have to speak to Mrs.
 13 Jefferson.
 14 Q. Who said I have to speak to Mrs.
 15 Jefferson?
 16 A. Mrs. Gaunz, the person that identified
 17 herself.
 18 Q. Gaunz or Bragg?
 19 A. Bragg.
 20 Q. All right.
 21 A. Fine. Mrs. Jefferson is on the other

1 Q. "People like her", what did that mean to
 2 you?
 3 A. Well, being black, being poor. And you
 4 know what it means, and I know what it means too.
 5 Q. I'm asking you what else was said when
 6 that statement, "people like her", was made to lead
 7 you to conclude that black or poor was what she
 8 meant?
 9 A. That's always referred to as us black or
 10 poor. Either you people or people like you.
 11 Q. My question is did Mrs. Bragg say
 12 anything else aside from that statement "people
 13 like her"?
 14 A. Not at that particular time.
 15 Q. Did she ever say anything that would
 16 lead you to conclude that "people like her" meant
 17 something derogatory?
 18 A. That was enough to lead me to conclude
 19 it was derogatory.
 20 Q. I understand it was enough for you.
 21 What I'm asking is is there anything else that

1 line. That process was, she wanted to know why her
 2 car was repossessed.
 3 Q. Did you hear Mrs. Jefferson speak?
 4 A. Oh, yes.
 5 Q. So you're saying Mrs. Jefferson inquired
 6 as to why her vehicle was repossessed?
 7 A. That's correct.
 8 Q. Did she ask anything else?
 9 A. She wanted to know why this car was
 10 repossessed. And this lady, believe me, she was
 11 nasty.
 12 Q. Is that Mrs. Jefferson or Ms. Bragg?
 13 A. Bragg. Only thing she wanted to hear,
 14 and I'll tell you before you ask, was \$14,000,
 15 nothing else, no other conversation.
 16 Q. Now, my question is what did Mrs. Bragg
 17 say, what words did she use in response to Mrs.
 18 Jefferson's statement which you just described?
 19 A. I'm saying to you Mrs. Bragg, Mrs.
 20 Jefferson was on the other line.
 21 Q. Right.

1 furthered your belief, led to you conclude or
 2 further your belief that that expression was a
 3 derogatory term?
 4 A. Not by Mrs. Bragg, but you go back to
 5 Mr. Gaunz on the second call, I think it was the
 6 next day.
 7 Q. Day after the repossession?
 8 A. Right. The whole attitude had changed
 9 then. The situation was \$14,000 because we want to
 10 get rid of this account.
 11 Q. All right. Well, let's back up.
 12 You said that you were speaking to Mrs.
 13 Bragg. And at one point apparently Mrs. Bragg told
 14 you that it's not for "people like her"?
 15 A. That's correct.
 16 Q. Was Mamie Jefferson still on the other
 17 line when she said that?
 18 A. Absolutely.
 19 Q. I'm sorry?
 20 A. Absolutely.
 21 Q. Was Mrs. Jefferson still carrying on, as

1 A. She wanted to know from Mrs. Bragg why
 2 was her car repossessed, right?
 3 Q. And I'm asking you what did Mrs. Bragg
 4 say?
 5 A. Let me tell you what Mrs. Bragg said.
 6 Q. Great.
 7 A. You are three months behind in your
 8 payments. And only way that you're going to cure
 9 this is that you've got to pay \$14,000.
 10 Q. Did Mrs. Jefferson say anything at that
 11 point?
 12 A. She was very upset, she was crying and
 13 carrying on, you know.
 14 Q. What words did she use?
 15 A. She said I do not owe three payments on
 16 the car.
 17 Q. Did she say anything else?
 18 A. No, she was carrying on, I mean she was
 19 crying, you know, so I just took the phone then and
 20 Mrs. Bragg said to me that, you know, "this car is
 21 for rich people, not for people like her".

1 you termed it, at that time?
 2 MS. SAMBORSKY: You mean crying, upset?
 3 A. Yeah, she was.
 4 Q. What does the term carrying on mean to
 5 you when you communicate that?
 6 MS. SAMBORSKY: Objection. What do you
 7 mean carrying on?
 8 MR. RUSSO: That's exactly the question
 9 I'm asking the witness.
 10 BY MR. RUSSO:
 11 Q. Did you use the term that Mrs. Jefferson
 12 was carrying on?
 13 A. Carrying on.
 14 Q. What does that mean to you, carrying on?
 15 A. Carrying on means to me when someone is
 16 very upset about an issue and reaction to the way
 17 they're upset. They're upset.
 18 Q. So Mrs. Jefferson was upset?
 19 A. Right.
 20 Q. What was Mrs. Jefferson physically doing
 21 that allowed you to conclude that she was upset?

1 objection is she picked out a vehicle and there it
2 was.

3 MR. RUSSO: I understand. But my
4 question is was there any negotiations involved
5 with respect to options or things to be added to
6 the car or taken off the car, or accessories, or
7 anything like that.

8 A. This is a Cartier, that particular car
9 is the Cartier. It's the top of the line for Ford
10 so it has everything but a cook stove, you don't
11 have to look for nothing.

12 BY MR. RUSSO:

13 Q. When you say Cartier, is that a type of
14 car? Is that C-A-R-T-I-E-R?

15 A. Yeah.

16 Q. Like the jeweler?

17 A. Uh-huh. Like Yves St. Lauren.

18 Q. So it had all of the options on it and
19 there were no negotiations that I want this or a
20 different one?

21 A. You don't need to.

1 Q. And were those, were the funds for those
2 payments coming from Mrs. Jefferson's own funds?

3 A. Absolutely, as far as I know.

4 Q. Were you making any of those payments on
5 her behalf?

6 A. Can't make payments when you're on
7 welfare.

8 Q. So is that no?

9 A. What?

10 Q. Is that no?

11 A. Now?

12 Q. Is that answer no, you were not making
13 payments?

14 A. No, I was not making payments.

15 Q. Now, do you know -- before you testified
16 that you, I believe, made some, or actually
17 delivered payments. Did you in fact deliver any
18 payments on behalf of Mrs. Jefferson to the Ford
19 Motor Credit Company?

20 A. All of them.

21 Q. All of the payments were delivered by

1 Q. Were there any negotiations regarding
2 the price, or was the price that was offered paid?

3 A. There was negotiations with the price.

4 Q. And who engaged in the negotiations with
5 the price?

6 A. I did.

7 Q. Did Mrs. Jefferson have a role in that?

8 A. Not particularly. You have to
9 understand, Mrs. Jefferson doesn't know about cars.

10 Q. I'm just asking what happened.

11 A. Okay. I'm just trying to answer you as
12 I know it.

13 Q. I appreciate that.

14 A. Thank you.

15 Q. Was there any discussion as to the
16 financing of the vehicle?

17 A. Ford Motor Credit was willing to finance
18 the car with \$8,000 down, cash.

19 Q. And is that how much was put down?

20 A. Uh-huh.

21 Q. Uh-huh?

1 you personally?

2 A. Most of them, yeah.

3 Q. All or most?

4 A. I would say 90 percent.

5 Q. And how were the other 10 percent
6 payments conveyed to Ford Motor Credit Company?

7 A. Took them out herself or mailed them, I
8 guess.

9 Q. Do you know how they were made, whether
10 they were taken by Mrs. Jefferson or mailed?

11 A. That I don't know. I can only testify
12 to what I know.

13 Q. That's all I'm asking you, what you
14 know.

15 So I'm asking do you know how the other
16 10 percent of the payments were made?

17 A. No, I don't.

18 Q. Now, when you made these payments, when
19 you delivered these payments, where did you go to
20 deliver them to Ford Motor Credit Company?

21 A. First began at Schilling Circle, Hunt

1 A. Yes.

2 Q. And then the balance of the price was
3 financed?

4 A. Yes, that's correct.

5 Q. And that was financed in Mrs.
6 Jefferson's name only?

7 A. That's correct.

8 Q. Was the interest rate or any of the
9 factors in the financing negotiated?

10 A. No.

11 Q. Was the date the payment was due on the
12 financing negotiated?

13 A. No.

14 Q. Were there any other promises made that
15 are not part of the written contract that Mrs.
16 Jefferson signed?

17 A. Not that I know of.

18 Q. Do you know when payments were scheduled
19 to begin?

20 A. To the best of my recollection, it was
21 the 20th of each month beginning August 20th 1989.

1 Valley.

2 Q. How long, or when did that change?

3 A. That was from 1989 through 19 -- late
4 '91, early '92.

5 Q. And then payments were made at a
6 different address after that?

7 A. Yes, Columbia.

8 Q. Do you know why?

9 A. I guess Ford Motor Credit was like
10 everyone was, they was gyping at the time, moving
11 from place to place.

12 Q. And where in Columbia were the payments
13 made after that?

14 A. It was made in Columbia at the, a
15 mailbox there, P.O. box.

16 Q. And did you deliver payments to the P.O.
17 box?

18 A. Yeah.

19 Q. Or did you deliver them to the post
20 office?

21 A. No, it's not a post office, it's a mail,

Ex.
2

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Page 3

1 lock box.
 2 Q. And is there a street address for the
 3 building in which the lock box was located?
 4 A. I don't know, I don't pay any attention
 5 to streets. I can't tell you the name of that
 6 street there.
 7 Q. How did you get to this place?
 8 A. I drove.
 9 Q. You drove?
 10 A. Uh-huh.
 11 Q. Is it in a building or a house?
 12 A. It's in a building.
 13 Q. Is the building surrounded by other
 14 buildings or is it in a field?
 15 A. It's in a city like downtown, Columbia.
 16 Q. And how are the payments physically
 17 made, are they handed to a human being, or placed
 18 in a machine?
 19 A. No, put in a slot like a deposit. You
 20 ever go to a bank and put money in the night
 21 deposit?

1 Q. All right. Now, you say you delivered
 2 the payment to a window and they give you a
 3 receipt?
 4 A. That's at Schilling Circle.
 5 Q. All right. Was there a window to
 6 deliver it to and a receipt given in Columbia?
 7 A. No other area that I know of.
 8 Q. What does that mean? Does that mean
 9 that no, Columbia didn't give you a receipt?
 10 A. That's correct.
 11 Q. Now, do you know whether employees of
 12 Ford Motor Credit Company also worked at this
 13 Columbia address to which the payments were
 14 delivered?
 15 A. I have no idea.
 16 Q. Did you ever go to any other places to
 17 deliver payments or to communicate with Ford Motor
 18 Credit Company?
 19 A. Schilling Circle at Hunt Valley and
 20 Columbia, Maryland.
 21 Q. So you've never been to any other place

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1 Q. All right. Now, at this payment,
 2 deposit area, is there only one box there or --
 3 A. Never paid any attention.
 4 Q. So you're not sure if it's one of a
 5 hundred boxes or just one box alone?
 6 A. Right. It had Ford Motor Credit on it.
 7 Q. Now, was the payment outside? Did you
 8 have to go inside a building to make the payment?
 9 A. No.
 10 Q. I'm sorry?
 11 A. No.
 12 Q. You didn't have to enter a building to
 13 make the payment?
 14 A. No. Like a bank, you go to the night
 15 deposit at the bank and pull the door down and put
 16 it in, like you go to the telephone company, put it
 17 in the slot.
 18 Q. And when the payment location first
 19 changed how did you know that this was the new
 20 location?
 21 A. Mamie Jefferson showed me the letter

1 besides those two?
 2 A. Just those two.
 3 MS. SAMBORSKY: Three, Schilling Circle,
 4 Hunt Valley and --
 5 A. No, Schilling Circle is in Hunt Valley.
 6 MS. SAMBORSKY: I see.
 7 BY MR. RUSSO:
 8 Q. Did you ever review or see any
 9 correspondence to Mrs. Jefferson from the Ford
 10 Motor Credit Company?
 11 A. Oh, yeah.
 12 Q. During what periods of time did you see
 13 correspondence from Ford to Mrs. Jefferson?
 14 A. From the inception until repossession.
 15 Q. And what type of communications did you
 16 review?
 17 A. There were late charge payments, late
 18 charge notices, there were a stay from the
 19 bankruptcy, there was a, in March, I think, or
 20 thereabouts, 1993, there was a repossession order
 21 that I saw.

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1 from Ford Motor Credit that the address had
 2 changed.
 3 Q. Now, when you made the payments what
 4 form were those payments in?
 5 A. Some of them was in checks, some of them
 6 was in cashier's checks, some was in money orders.
 7 Q. And when you had the check was it in an
 8 envelope, or did you have the check itself?
 9 A. No, Mamie Jefferson always just wrote
 10 out the check, gave me the money, I mean gave me
 11 the check, and an envelope, and I put it in the
 12 envelope and sealed it up with the payment stub,
 13 and take it to the place.
 14 Q. All right. Now, do you know why these
 15 payments were made in person and not by mail?
 16 A. Well, one of the reasons was that Ford
 17 Motor Credit and a lot of other dealerships, they
 18 have a funny way with money, and you know and I
 19 know. They have a way of mixing money. So you
 20 just take it to the window and get a receipt, and
 21 that's it. You know it's in the building.

1 Q. Now, did you see any correspondence from
 2 Mrs. Jefferson to the Ford Motor Credit Company, or
 3 on behalf of Mrs. Jefferson to the Ford Motor
 4 Credit Company?
 5 MS. SAMBORSKY: Are you talking about
 6 other than the checks she sent?
 7 MR. RUSSO: Correspondence.
 8 BY MR. RUSSO:
 9 Q. I'm referring to letters, notes,
 10 memorandum.
 11 A. There was a Fax that this Mr. Cheroff
 12 had demanded Mamie Jefferson to send to him, and
 13 Mamie Jefferson and I went to Archway Ford to the
 14 manager there and we faxed over to Mr. Cheroff the
 15 payments that they claimed they had not received.
 16 Q. And when was this?
 17 A. This was in, best of my recollection,
 18 early January 1993.
 19 Q. Now, when you were delivering payments
 20 for Mrs. Jefferson to Ford Credit, did you know how
 21 much was in that payment?

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1 A. No.
 2 Q. So if she didn't come to you you didn't
 3 take any affirmative action to pay the Ford bill?
 4 A. I'm not a part of the action.
 5 Q. Now, when you say you spoke to
 6 Mr. Cheroff, October, November of '91, did you tell
 7 him Mrs. Jefferson was on the phone?
 8 A. Yes.
 9 Q. But you were the one that made the
 10 initial contact?
 11 A. Absolutely. I'm calling, Mr. Cheroff,
 12 my name is Roy Bagley, I'm calling on behalf of
 13 Mamie Jefferson, account number, et cetera,
 14 et cetera.
 15 Q. Did you tell him why you were calling,
 16 and why Mrs. Jefferson wasn't calling on her own
 17 account?
 18 A. Because -- no.
 19 Q. You didn't?
 20 A. No. He asked me was she available, I
 21 said yes, she's on the other line.

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1 Company. She had in her possession with her at the
 2 time the receipts that the payments were made. I
 3 called Mr., over to Ford Motor Company and I asked
 4 for Mr. Cheroff, that's the person I'm familiar
 5 with. I spoke to Mr. Cheroff, and Mr. Cheroff's
 6 reply was that he had not received the payments,
 7 the payments had not been received, he demanded
 8 that Mamie Jefferson take the receipts that she had
 9 up to Archway Ford and Fax them over. I went with
 10 Mamie Jefferson to Archway Ford to see the manager
 11 there, and those payments, the receipts from those
 12 payments were faxed to Ford Motor Credit.
 13 Q. Was Mamie Jefferson on the phone during
 14 this conversation with Mr. Cheroff?
 15 A. Oh, absolutely.
 16 Q. Did Mr. Cheroff know that she was on the
 17 phone during this conversation?
 18 A. Mr. Cheroff, I am Roy Bagley calling on
 19 behalf of Mamie Jefferson. She's on the other
 20 line. I would like to speak with you concerning
 21 payments that you claim were not made on her

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1 Q. When was the next time after that one
 2 conversation with Mr. Cheroff that you next spoke
 3 to someone at Ford Credit for or on behalf of Mamie
 4 Jefferson?
 5 A. Well, the first of March, you know,
 6 after the car was repossessed.
 7 Q. Did you have any conversations with
 8 anyone for or on behalf of Mamie Jefferson between
 9 that one conversation with Mr. Cheroff in October
 10 or November of '91 up until the time that the
 11 vehicle was repossessed?
 12 A. I spoke with Mr. Cheroff during January
 13 of 1993.
 14 Q. Now, was that before or after the
 15 vehicle was repossessed?
 16 A. January 1993 was before.
 17 Q. All right. So the next time you spoke
 18 to someone then was January of '93?
 19 A. Yes.
 20 Q. What did -- strike that.
 21 Did you initiate that telephone

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1 account.
 2 Q. And then you and he discussed that
 3 transaction?
 4 A. That's correct.
 5 Q. Did Mrs. Jefferson participate in that
 6 discussion?
 7 A. I think, yes.
 8 Q. How so?
 9 A. By saying that I have the receipts here
 10 that I have paid.
 11 Q. So then Mr. Cheroff instructed you to
 12 bring the receipts to Archway?
 13 A. No, instructed Mrs. Jefferson to bring,
 14 Fax those payments, go to Archway Ford and to Fax
 15 those payments over, see the manager up there.
 16 Q. And what, if anything, occurred after
 17 that with respect to those payments?
 18 A. She took the receipts over, up to
 19 Archway Ford, they faxed them over.
 20 In February she made another payment.
 21 The next thing we knew, that I knew, that the car

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1 conversation?
 2 A. No, I did not.
 3 Q. How did that conversation come about?
 4 A. Mamie Jefferson, as I recall, Mamie
 5 Jefferson brought me a memorandum from Ford Motor
 6 Company stating that they had not received November
 7 and December payment on her account.
 8 Q. And when, this was in January of '93?
 9 Is that what your testimony is?
 10 A. Yes.
 11 Q. And did you call Ford Credit, or did
 12 Ford Credit call you, or did Mamie Jefferson call
 13 Ford Credit? How did it come that you at some
 14 point then talked to Mr. Cheroff on the phone?
 15 A. To the best of my recollection, Mamie
 16 Jefferson brought me this memorandum that Ford
 17 Motor Company was claiming they had not received
 18 the November, December payment for 1992.
 19 Q. '92? Okay. November, December '92, all
 20 right.
 21 A. Uh-huh. I, in turn I called Ford Motor

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1 had been repossessed.
 2 Q. Did you talk to anybody at Ford Motor
 3 Credit Company between that conversation you
 4 just -- strike that.
 5 When was the next time after that
 6 conversation with Mr. Cheroff in January of 1993
 7 that you next spoke to anyone at Ford Motor Credit
 8 Company?
 9 A. After the car was repossessed.
 10 Q. Do you know the date that the car was
 11 repossessed?
 12 A. On or about March 2nd 1993.
 13 Q. About March 2nd?
 14 A. Somewhere in that neighborhood.
 15 Q. How --
 16 A. Between March the 2nd and March the
 17 6th. Then we'll cover that whole ground.
 18 Q. All right. That was my question, how
 19 big is the neighborhood.
 20 A. Okay.
 21 Q. Who was the person that you next spoke

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1 Bagley Number 3, and I'll ask you if you've ever
2 seen that document.
3 A. Can we go off the record a minute?
4 MR. RUSSO: All right.
5 (Recess taken -- 4:29 p.m.)
6 (After recess -- 4:31 p.m.)
7 BY MR. RUSSO:
8 Q. See there, Mr. Bagley, you have a copy
9 of Exhibit 3. I'll ask you if you've ever seen
10 that document before.
11 A. Yes.
12 Q. When did you first see that document?
13 A. I first saw this document after the car
14 was repossessed.
15 Q. And that document is dated February 23,
16 1992; is that right -- 1993, excuse me. Is that
17 right?
18 A. 1993. February 23.
19 Q. All right. How did you first see that
20 document?
21 A. Mamie got the records and showed it to

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1 me.
2 Q. Did she tell you when she received it?
3 A. As I recall, I think she said she had
4 received it around the 1st of March. March 1st,
5 something like that. In March, it was a day or two
6 before the -- that's what she told me.
7 Q. Now, did you have that document when you
8 were speaking to those people at Ford after the
9 repossession?
10 A. Oh, yeah.
11 Q. And that document apparently says that
12 two payments were missed; is that right?
13 A. That's what this document says.
14 Q. Are you saying then that Ford Credit was
15 saying that more than two payments were missed?
16 A. They were saying it was three payments.
17 Q. And then saying that the November,
18 December and January payments were missed?
19 A. Yes.
20 Q. Did they say that Mrs. Jefferson had
21 made the February 20th payment?

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1 A. As I recall, yes, they did.
2 Q. So they said that she missed November,
3 December, January, but made February?
4 A. That's what they're saying.
5 Q. No --
6 A. No, no. Change that, strike that. They
7 were saying that it was three payments in question,
8 November, December, January.
9 Q. All right. So they weren't saying
10 February was in question?
11 A. No, not to my knowledge.
12 Q. Which one of those three people were
13 saying that? Were they all three saying that?
14 A. All three at the end, right. Only
15 Mr. Gaunz and this lady, Mrs. Bragg in the first
16 conversation. Mr. Cheroff prior to was saying that
17 the, he hadn't received the payments for November,
18 December.
19 Q. Now, did you ever say to anybody well,
20 your notice says, your notice is only concerned
21 about January and February of 1993?

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1 A. No. What I said to them was that Mamie
2 Jefferson received a notice of repossession, to my
3 knowledge, after the car was repossessed. That's
4 to my knowledge.
5 Q. Now, do you know whether Mrs. Jefferson
6 did anything after getting that notice of
7 repossession that's Exhibit 3 to try to cure the
8 problem, or to explain to Ford Credit that there's
9 a problem, or offer to pay money?
10 A. I've already answered that.
11 Q. Well, aside from -- that time period
12 between the time she received the notice of
13 repossession which is Exhibit 3 and the vehicle
14 actually being repossessed, do you know whether
15 Mrs. Jefferson took any action, or whether
16 afterwards she told you that she took any action to
17 try to cure the problem or offer money to Ford
18 Credit, or do anything like that, make any
19 payments?
20 A. To clarify that answer, I saw this
21 document after the car was repossessed. In order

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1 to cure the situation Mrs. Jefferson offered to
2 repay those three payments that was in question.
3 Q. I understand that you didn't see the
4 document until after repossession.
5 A. That's right.
6 Q. But when you saw the document, when you
7 were first given the document it was after
8 repossession. But did Mrs. Jefferson or anyone
9 else say hey, when I got that before repossession,
10 this is what I did, I did these things?
11 A. No.
12 Q. She never said I offered to make
13 payments?
14 A. No.
15 Q. I sent checks in?
16 A. Now, remember, this is on the record,
17 this I saw after the car was repossessed. Mrs.
18 Jefferson offered to repay those three payments
19 that was in question, and the answer that she
20 received was you have to pay \$14,000.
21 Q. All right. But what I'm asking is did

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1 Mrs. Jefferson ever tell you that when she got that
2 Exhibit 3 she offered to make payments before the
3 vehicle was repossessed?
4 A. Not to my knowledge.
5 Q. Did she ever say she sent a check in to
6 Ford Credit?
7 A. Yes, she did send a check in to Ford
8 Motor Credit, absolutely.
9 Q. Did she say she sent to checks in to
10 Ford Credit?
11 A. She had made the February's payment,
12 this I know. She had, and right after, I would say
13 between the 24th and 27th she sent them in another
14 check. That check was returned to her. That I
15 saw. I put the check in the envelope and mailed it
16 to them. They mailed it back. And she showed the
17 check to me. Absolutely.
18 Q. You mailed it in?
19 A. Yeah. They were in Philadelphia then.
20 Q. So you mailed it in to Philadelphia?
21 A. That's correct.

1 Q. You put the stamp on?
 2 A. Yeah.
 3 Q. How come you didn't tell me about it
 4 earlier in the deposition?
 5 A. Because it didn't, because you brought
 6 it up. The mind is a computer, the more you tickle
 7 it the more it brings forth information.
 8 Q. You saw that check?
 9 A. Absolutely.
 10 Q. Did you tell Cheroff and Gaunz and Bragg
 11 that you had sent, that she had sent this check in?
 12 A. Not at that time because I didn't see
 13 the check then.
 14 Q. When did you see the check?
 15 A. I saw the check, it was after the car
 16 had been repossessed.
 17 Q. Did the check come back after the car
 18 was repossessed, or did it come back before the car
 19 was repossessed?
 20 A. After, to my knowledge. That's when I
 21 saw it. I know I had put it in before that.

1 Q. Now, what did the note with the check
 2 say?
 3 MS. SAMBORSKY: He didn't say there was a
 4 note with the check.
 5 A. No, I never said that. I said the check
 6 was returned in Ford Motor Company's envelope.
 7 Q. And there was no note with it?
 8 A. Not to my knowledge. Remember, I didn't
 9 open it.
 10 Q. Was there anything else with it?
 11 A. I only saw the check and Ford Motor
 12 Credit Company's envelope.
 13 Q. So the envelope was saved and the check
 14 was saved for you to see?
 15 A. Yeah, for me to see, yeah, absolutely.
 16 Q. Were there any markings on the check
 17 made by anyone but Mrs. Jefferson?
 18 A. Not that I know.
 19 Q. Are there any other payments that Mrs.
 20 Jefferson made that you haven't told us about
 21 today? Any other offers to pay.

1 Q. Did you tell any of those three people
 2 that you had sent this check in just recently?
 3 A. No, not to my knowledge.
 4 Q. You were keeping that secret from them
 5 that you had made another payment?
 6 MS. SAMBORSKY: Objection.
 7 A. No, there is no secret.
 8 Q. Was there any reason that you didn't
 9 tell them that you had made another payment?
 10 A. Because I didn't think of that at that
 11 particular time.
 12 Q. You say that check was payable to, was
 13 mailed to Philadelphia?
 14 A. Uh-huh.
 15 Q. And when it came back did it come back
 16 in Mrs. Jefferson's envelope, or did it come back
 17 in a different envelope?
 18 A. No, it come back in Ford Motor Credit
 19 envelope.
 20 Q. With what return address?
 21 A. Maymeadow Court.

1 A. Only those three that she offered to
 2 repay those -- see, the argument was, or the
 3 dispute was, as I recall, it was about the
 4 November, December payments, that I recall. Mrs.
 5 Jefferson had made those payments. They were faxed
 6 over, the receipts was faxed over to Mr. Cheroff.
 7 Mr. Cheroff in return asked her or demanded that
 8 she go to the bank to see whether the checks been
 9 cashed. That she did. They had been cashed and
 10 deposited into Ford Motor Company's account.
 11 Q. Do you know why -- strike that.
 12 Did you ever ask Mrs. Jefferson what
 13 happened to this check that supposedly you mailed
 14 to Ford and was mailed back?
 15 A. No.
 16 Q. You never asked her --
 17 A. I don't have anything to do with her
 18 business or anything like that. I'm a courier. If
 19 you send me to take a letter across the street I'm
 20 going to take it. If they send it back I'm going
 21 to give it to you in your hand, what you do with it

1 Q. I'm sorry?
 2 A. 8408 Maymeadow Court.
 3 Q. With what return address?
 4 A. Ford Motor Credit.
 5 Q. And you saw the check?
 6 A. I saw the check, yes.
 7 Q. And you saw it after you had had these
 8 conversations with them?
 9 A. Absolutely.
 10 Q. Where is the check now?
 11 A. Remember, remember, I don't live in the
 12 house with Mamie. There is a transaction period
 13 between that.
 14 Q. Where is the check now?
 15 A. I have no idea. That's all in her
 16 possession. You know, I don't have any documents.
 17 I can only tell you what's up here that I remember.
 18 Q. Did you tell her to save the check?
 19 A. I beg your pardon?
 20 Q. Did you tell her to save the check?
 21 A. I told her to save it.

1 is your business.
 2 Q. Did you ever hear Ford Credit say
 3 anything that would lead you to believe they were
 4 racially biased in the way they handled Mrs.
 5 Jefferson's account?
 6 A. Absolutely.
 7 Q. What?
 8 A. One, the car is not for you people.
 9 Q. Anything else?
 10 A. That's enough, being one of you people.
 11 Q. Was there anything else they said that
 12 would lead you to believe that Ford Credit's action
 13 were racially biased?
 14 A. Absolutely.
 15 Q. What?
 16 A. \$14,000 from a person, when Ford Motor
 17 Credit had made a mistake and misapplied the money.
 18 Q. You believe Ford Motor Credit Company --
 19 you believe that's racially biased?
 20 MS. SAMBORSKY: Excuse me.
 21 MR. RUSSO: Counsel, I'll rephrase the

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1 this money from?
 2 A. In my mother's and mine.
 3 Q. In an account owned by you and your
 4 mother?
 5 A. Yes.
 6 Q. And how much was the check for?
 7 A. I don't remember quite readily, but
 8 whatever the amounts, what was due at the time, or
 9 owing.
 10 Q. Was it in excess of \$1,000?
 11 A. Yes.
 12 Q. Was it in excess of \$2,000?
 13 A. Three month's payments of 672.62.
 14 Q. So approximately \$1,900?
 15 A. Right. That is what I offered to repay.
 16 Q. And you got that out of a money market
 17 account that you and your mother own?
 18 A. I didn't get it yet. I offered to pay
 19 it. I had already paid it.
 20 Q. But you said you wrote a check on a
 21 money market account that you and your mother

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1 owned, right?
 2 MS. SAMBORSKY: Objection.
 3 Q. Strike the question.
 4 Go back to the portion about, read that
 5 portion of the deponent's answer referring to the
 6 check being written and going into first class
 7 mail, please.
 8 (The record was read as requested.)
 9 BY MR. RUSSO:
 10 Q. Do you recall giving that answer, ma'am?
 11 A. Yes. That was when it was behind. You
 12 wanted to know where the funds were. And I have
 13 done that in the past. But you asked me where
 14 would I have gotten this kind of money, and I told
 15 you my family has money, had money, you know, her
 16 and I had a market account.
 17 Q. And did you ever write a check out of
 18 the money market account that you were going to get
 19 the \$1,900 from?
 20 MS. SAMBORSKY: Objection.
 21 A. No, I never wrote the check out of that,

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1 but I would have written it had they accepted it.
 2 Q. Was that when your answer was, you would
 3 have sent it first class mail?
 4 A. Yes.
 5 Q. So you never wrote the check?
 6 A. No, not that check, no.
 7 Q. Now, that money market account you owned
 8 jointly with your mother wasn't part of the
 9 bankruptcy estate?
 10 MS. SAMBORSKY: Objection.
 11 A. No, the bankruptcy was Mamie Jefferson.
 12 Q. But Mamie Jefferson owned an account
 13 with your mother, right?
 14 A. Right.
 15 Q. But because you owned it with your
 16 mother it wasn't a part of the bankruptcy estate?
 17 A. No, it wasn't. I was just on there as a
 18 second party to her account.
 19 Q. But you never actually gave that
 20 subsequent check to anybody? You never offered it
 21 to anybody, right?

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1 A. Not the check itself. I offered to
 2 repay. I had already repaid it. Remember I told
 3 you that?
 4 Q. After the vehicle was repossessed --
 5 strike that. Is it your testimony -- strike that.
 6 At any time in the month prior to the
 7 repossession did you tell anybody at Ford Motor
 8 Credit Company that there was no more money
 9 forthcoming, that there was no more money available
 10 to you to pay on the account?
 11 A. Before, after you said?
 12 Q. In the month prior to the repossession
 13 did there ever come a time where you told anybody
 14 at Ford Motor Credit Company that you didn't have
 15 anymore money to pay on this account for the time
 16 being?
 17 A. No, I don't recall telling them that.
 18 Q. Do you recall telling that to anyone at
 19 Ford Credit after the repossession?
 20 A. No.
 21 Q. Your complaint at paragraph number 23

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1 says, "Plaintiff tendered payment as instructed on
 2 the notice in the correct amount", not the
 3 incorrect amount stated on the notice, "but
 4 defendant through its employees willfully and
 5 maliciously refused knowing that this would
 6 seriously injure the plaintiff who had no credit,
 7 cash or the vehicle available to it".
 8 Is this tendered payment as instructed,
 9 is that the telephone offer to write the check that
 10 you're referring to?
 11 A. No.
 12 Q. That you've testified to earlier?
 13 A. No. I sent a February payment to them
 14 of 672.62. They returned it to me, told me they
 15 weren't going to accept that. They wanted the full
 16 amount, the one they said was due, they wanted
 17 three months plus the February.
 18 Q. When did you send that February payment
 19 to them?
 20 A. I think I answered that earlier. I sent
 21 it somewhere about, it was either before the 20th

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1 or after the 20th, but anyway, I sent it on a
 2 personal check.
 3 Q. And Ford Credit refused to take your
 4 check and sent the check back to you?
 5 A. Yes. Being a personal check I didn't
 6 have to have any evidence because I never thought
 7 this would come up. And I just put it back in my
 8 account.
 9 Q. Where is the check?
 10 A. I voided it.
 11 Q. The paper itself?
 12 A. I voided the check. I don't have it.
 13 They say usually send it back, I void it.
 14 Q. I understand that you voided the check.
 15 What did you do with the paper that was evidence of
 16 the attempt to pay Ford Credit?
 17 MS. SAMBORSKY: I don't understand.
 18 A. They just send me a check back.
 19 Q. You wrote out a check?
 20 A. Yes.
 21 Q. Tore it out of the book?

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1 A. Yes.
 2 Q. Put it in the mail?
 3 A. Yes, and it came back to me.
 4 Q. When it came back did it come in the
 5 same envelope?
 6 A. No, it had been torn open. It was from
 7 Ford Motor Credit Company.
 8 Q. Was there anything else in the envelope
 9 along with the check?
 10 A. No.
 11 Q. There wasn't a note explaining why it
 12 was coming back?
 13 A. No. I just took the check, said well,
 14 they must didn't want this. This is when I called
 15 them and offered them again.
 16 Q. Now, that check that you got back in the
 17 mail, you mailed that back after the repossession
 18 or before?
 19 A. Before.
 20 Q. Did you mail that check after you
 21 received the notice of intention to repossess or

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1 before you received the notice of intention to
 2 repossess?
 3 A. I mailed it after because they were
 4 saying it was two months in arrears, okay, but they
 5 said two months, but it wasn't, it was more than
 6 two months.
 7 Q. When you received the check back in the
 8 mail did you receive it back before the
 9 repossession or after the repossession?
 10 A. Before. Because they repossessed it in
 11 March and I got this back in the end of February.
 12 Q. So I assume you opened the envelope and
 13 took out the check, right?
 14 A. Then I called them.
 15 MS. SAMBORSKY: Just answer yes or no.
 16 Did you open the envelope?
 17 A. Yes.
 18 Q. What did you do with the check?
 19 A. I put it back and I, you know, set it on
 20 the side, I didn't do anything with it.
 21 Q. Where is that check today?

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1 A. I don't have that check. I never
 2 thought all this would occur because I offered to,
 3 you know, all these offers I made to them, and I
 4 just didn't have the check, I just put it back in
 5 my account. I usually void checks, if they send
 6 them back to me I write void on it and maybe tear
 7 it up or something.
 8 Q. Paragraph 25 of your complaint you say,
 9 "Due to the tremendous stress that plaintiff
 10 suffered from the loss of her vehicle plaintiff's
 11 health was impaired, (stress-related diabetes
 12 developed), and the said damage to her health was
 13 evident".
 14 Is it your contention that you got
 15 diabetes because the vehicle was repossessed?
 16 A. That caused me a lot of stress.
 17 Q. Now, was your stress because you had the
 18 \$600 payment to make every month or because the
 19 vehicle was repossessed?
 20 A. The vehicle, taking my vehicle, it
 21 damaged me really bad.

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1 Q. Wasn't it stressful trying to come up
 2 with \$672.62 every month?
 3 A. No, it was not.
 4 Q. That wasn't a stressful event?
 5 A. No. If you don't have work, you don't
 6 have a way to get to work, work was no problem, I
 7 could always get a job, you know, during that time
 8 I could get a job anywhere, I could get as many
 9 jobs I wanted, whatever I needed to pay my
 10 payments. But it was taking my vehicle, without
 11 that I can't move.
 12 Q. Who told you that diabetes was related
 13 to the repossession?
 14 A. I didn't have any problems, I was in
 15 pretty good health. In fact, when I went to my
 16 doctor, which had been treating me over the years
 17 for a long time, she did a physical, I was going to
 18 her for a physical to find another job, and that's
 19 all I've gone to her for, maybe minor stuff like
 20 female things and things I needed.
 21 Q. Which doctor is this?

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1 A. Dr. Keiler.
 2 Q. Is that the doctor that you say
 3 discovered you had diabetes?
 4 A. No.
 5 Q. Which doctor discovered you had
 6 diabetes?
 7 A. Miller.
 8 Q. How is it that you went to Dr. Miller?
 9 A. My treatment center had changed, I had
 10 another health coverage and had to go to another
 11 health center.
 12 Q. So Dr. Keiler never, is it accurate to
 13 say that Dr. Keiler never did anything relative to
 14 the diabetes?
 15 A. Dr. Keiler knew I didn't have diabetes
 16 because I had been going to her over a period of
 17 time. And my last physical was before I went to
 18 Jewish Convalescent Home, and I didn't have it
 19 then.
 20 Q. Dr. Miller told you you had diabetes?
 21 A. He did my blood work, he knew I had it.

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1 Q. He's the one that discovered it?
 2 A. Yes.
 3 Q. Did he tell you that it was because your
 4 vehicle was repossessed?
 5 A. I never talked to him about the
 6 vehicle. He doesn't know what happened. I only
 7 went to him, I was sent to him because of the
 8 treatment center changing.
 9 Q. Did he ever tell you what caused the
 10 diabetes?
 11 A. We never discussed that.
 12 Q. Has any doctor ever told you what caused
 13 your diabetes?
 14 A. No. The doctor didn't tell me, but I
 15 being a nurse know that stress causes a lot of
 16 things, causes all kinds of illnesses. And if I
 17 didn't have it before, I don't have it, you know,
 18 my parents didn't have it, it's not in my family to
 19 have diabetes, I didn't inherit it, it came from a
 20 stressed situation.
 21 Q. Do you have diabetes today?

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1 truck for your transportation until the car was
2 ready; is that right?
3 A. Most times. He would transport me
4 sometimes, and when he had to use it, and pick me
5 up.
6 Q. Now, you filed the complaint in this
7 action on September 8, 1993; is that right?
8 A. Yes.
9 Q. Paragraph 17 of your complaint you
10 state, and I'll quote, "Defendant's employees
11 disliked plaintiff because her attitude was not
12 submissive or begging but was demanding and she
13 demanded that the defendant's employees correct
14 their own error and rescind the notice".
15 What facts do you have which support
16 your contention that defendant's employees did not
17 like you?
18 A. Because the manner in which they were
19 speaking to me, their manner was curt, it was not
20 very polite, it was demanding, and their tone of
21 voice to me, it just stunned me a bit.

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12 wasn't very nice to me, that's all.
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14 because you weren't submissive or begging? Did
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17 me on the verbal conversation, the statements they
18 were making to me.
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15 by Ford Motor, and they told me the date and the
16 amount. So I asked them would you care to call.
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21 checks, they were paid by Ford Motor, and they

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2 Q. What day of the month was this? What
3 date was this that these conversations you refer to
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6 months were in question at the time, they talked to
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8 January's payment. And that is what the hostility
9 was about. And I had already paid it, and I told
10 them I would repay it if they had not received
11 them. They stated to me they had not received
12 them.
13 Q. Your vehicle was repossessed the
14 beginning of March 1993?
15 A. Yes.
16 Q. Was your February 20th payment made at
17 that time?
18 A. I made that payment. I sent that
19 payment over to them.
20 Q. When did you make that payment?
21 A. For 672, around the 20 something of

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1 February. And it was returned back to me saying
2 they're not going to accept any further payments.
3 Q. You made the payment for February 20th
4 after February 20th?
5 A. It was about 20, 24, something like
6 that.
7 Q. When did you make the payment for June
8 20th?
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11 changing dates and numbers, it's a problem with
12 me.
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14 January 20th?
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16 what date it was, if it was prior to or after, but
17 I made that payment. And, you know, I was giving
18 them an argument, I think, because I was telling
19 them that they had, you know, very high tech
20 machinery, how could an error of that sort occur.
21 And when I made the payment, this is two months or

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1 three months later, and they're telling me that
 2 they had not received the payment. And I became
 3 upset about it, and I was talking to them, and they
 4 weren't talking very nicely back to me.
 5 Q. Were you talking nicely to them?
 6 A. I was trying to explain my situation,
 7 and they would not accept it. But we haven't
 8 received it, and I just was saying how could this
 9 be. And I didn't understand their philosophy with
 10 all the technicality today that they didn't have
 11 better records.
 12 Q. Were you talking nicely to the Ford
 13 Credit employees?
 14 A. I was trying to explain myself, like I
 15 always do. That is my normal tone of voice.
 16 Q. How did you know they disliked you
 17 because you were not submissive or begging?
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 19 answered this. She said by the tone of their
 20 voice. Counsel, how many times do we have to go
 21 back over the same thing?

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 4 believe her testimony will be. You instructed her
 5 and coached her to answer it the same way.
 6 MS. SAMBORSKY: Have her read the answer
 7 back. She has answered that question, you asked
 8 her that already and she answered it.
 9 Go ahead and answer it again.
 10 I don't know how many times she is going
 11 to answer the same question.
 12 Go ahead. Answer his question.
 13 A. I already answered it.
 14 MS. SAMBORSKY: Would you please read
 15 back the question?
 16 MR. RUSSO: I'll strike the question.
 17 A. Okay.
 18 BY MR. RUSSO:
 19 Q. Did anyone at Ford Credit ask you to be
 20 submissive or begging?
 21 A. Not directly.

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1 Q. What is your race?
 2 A. My race?
 3 Q. Yes.
 4 MS. SAMBORSKY: Answer the question,
 5 Mamie.
 6 Q. The reason --
 7 MS. SAMBORSKY: It's not hard.
 8 Q. If you know.
 9 MS. SAMBORSKY: Just answer the question,
 10 it's a legitimate question in this case.
 11 A. I'm a black person, considered black.
 12 Q. Well, when it comes out on paper that
 13 won't be clear. We're not going to put your
 14 picture on the front of the deposition so I wanted
 15 to ask you.
 16 Your answers to interrogatories, in your
 17 answer to amended interrogatory number 26 you state
 18 in the third full sentence, "FMCC and its employees
 19 did so maliciously because they didn't like to see
 20 a black person driving a luxury car and to get even
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1 accounting errors".
 2 What facts do you have to support your
 3 apparent contention that Ford Credit and its
 4 employees knew that you were black?
 5 A. I made a contract, I was there, they
 6 financed my car.
 7 Q. So because you were at the dealer you're
 8 saying that Ford Credit and its employees knew that
 9 you were black?
 10 A. I had to make application with them and
 11 you had to put your race on.
 12 Q. You have to put your race on the
 13 application?
 14 A. On, on, on, I think making the
 15 application at that time. You have to put all of
 16 this information on the application.
 17 Q. What other information did you put on
 18 your application?
 19 A. Oh, I don't know. Where you live, your
 20 birth date, your jobs.
 21 Q. Your beginning of answer to 26, you

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1 state that, "Defendant's white employees knew that
 2 I had made the payments because I told them I did"?
 3 A. Yes.
 4 Q. How do you know whether those employees
 5 were white?
 6 A. Well, I think I'm intelligent enough to
 7 be able to distinguish a white voice, a black
 8 voice, Asian voice, different kinds of accents.
 9 Q. So it was from the voice that you heard
 10 on the telephone that you were able to tell that
 11 they were white?
 12 A. Yes, and the name.
 13 Q. The name?
 14 A. Yes.
 15 Q. You can tell a white person by his name?
 16 A. Sometimes. I work with all kinds of
 17 people.
 18 Q. And you can tell all their names --
 19 A. Sometimes I can.
 20 Q. Their race?
 21 A. Right.

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1 (Jefferson Deposition Exhibit Number 5
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 4 Q. I'm going to show you what's been marked
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 19 the record.
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1 truck for your transportation until the car was
2 ready; is that right?
3 A. Most times. He would transport me
4 sometimes, and when he had to use it, and pick me
5 up.
6 Q. Now, you filed the complaint in this
7 action on September 8, 1993; is that right?
8 A. Yes.
9 Q. Paragraph 17 of your complaint you
10 state, and I'll quote, "Defendant's employees
11 disliked plaintiff because her attitude was not
12 submissive or begging but was demanding and she
13 demanded that the defendant's employees correct
14 their own error and rescind the notice".
15 What facts do you have which support
16 your contention that defendant's employees did not
17 like you?
18 A. Because the manner in which they were
19 speaking to me, their manner was curt, it was not
20 very polite, it was demanding, and their tone of
21 voice to me, it just stunned me a bit.

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2 their records, and I told them that their records
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 21 is a copy of something obviously and there is some

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1 for this Mrs. Bragg.
 2 Q. Did anyone at Ford Credit identify
 3 themselves to you?
 4 A. I asked for Mrs. Bragg. And this
 5 individual came on and identified herself as Mrs.
 6 Bragg.
 7 Q. And what did you say to Mrs. Bragg?
 8 A. I, Mrs. Bragg this is Roy Bagley, I'm
 9 calling in reference to Mamie Jefferson. And her
 10 answer to me was are you the purchaser of this
 11 vehicle? My answer was no, I'm calling in
 12 reference to. Well, I have to speak to Mrs.
 13 Jefferson.
 14 Q. Who said I have to speak to Mrs.
 15 Jefferson?
 16 A. Mrs. Gaunz, the person that identified
 17 herself.
 18 Q. Gaunz or Bragg?
 19 A. Bragg.
 20 Q. All right.
 21 A. Fine. Mrs. Jefferson is on the other

1 Q. "People like her", what did that mean to
 2 you?
 3 A. Well, being black, being poor. And you
 4 know what it means, and I know what it means too.
 5 Q. I'm asking you what else was said when
 6 that statement, "people like her", was made to lead
 7 you to conclude that black or poor was what she
 8 meant?
 9 A. That's always referred to as us black or
 10 poor. Either you people or people like you.
 11 Q. My question is did Mrs. Bragg say
 12 anything else aside from that statement "people
 13 like her"?
 14 A. Not at that particular time.
 15 Q. Did she ever say anything that would
 16 lead you to conclude that "people like her" meant
 17 something derogatory?
 18 A. That was enough to lead me to conclude
 19 it was derogatory.
 20 Q. I understand it was enough for you.
 21 What I'm asking is is there anything else that

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1 line. That process was, she wanted to know why her
 2 car was repossessed.
 3 Q. Did you hear Mrs. Jefferson speak?
 4 A. Oh, yes.
 5 Q. So you're saying Mrs. Jefferson inquired
 6 as to why her vehicle was repossessed?
 7 A. That's correct.
 8 Q. Did she ask anything else?
 9 A. She wanted to know why this car was
 10 repossessed. And this lady, believe me, she was
 11 nasty.
 12 Q. Is that Mrs. Jefferson or Ms. Bragg?
 13 A. Bragg. Only thing she wanted to hear,
 14 and I'll tell you before you ask, was \$14,000,
 15 nothing else, no other conversation.
 16 Q. Now, my question is what did Mrs. Bragg
 17 say, what words did she use in response to Mrs.
 18 Jefferson's statement which you just described?
 19 A. I'm saying to you Mrs. Bragg, Mrs.
 20 Jefferson was on the other line.
 21 Q. Right.

1 furthered your belief, led to you conclude or
 2 further your belief that that expression was a
 3 derogatory term?
 4 A. Not by Mrs. Bragg, but you go back to
 5 Mr. Gaunz on the second call, I think it was the
 6 next day.
 7 Q. Day after the repossession?
 8 A. Right. The whole attitude had changed
 9 then. The situation was \$14,000 because we want to
 10 get rid of this account.
 11 Q. All right. Well, let's back up.
 12 You said that you were speaking to Mrs.
 13 Bragg. And at one point apparently Mrs. Bragg told
 14 you that it's not for "people like her"?
 15 A. That's correct.
 16 Q. Was Mamie Jefferson still on the other
 17 line when she said that?
 18 A. Absolutely.
 19 Q. I'm sorry?
 20 A. Absolutely.
 21 Q. Was Mrs. Jefferson still carrying on, as

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1 A. She wanted to know from Mrs. Bragg why
 2 was her car repossessed, right?
 3 Q. And I'm asking you what did Mrs. Bragg
 4 say?
 5 A. Let me tell you what Mrs. Bragg said.
 6 Q. Great.
 7 A. You are three months behind in your
 8 payments. And only way that you're going to cure
 9 this is that you've got to pay \$14,000.
 10 Q. Did Mrs. Jefferson say anything at that
 11 point?
 12 A. She was very upset, she was crying and
 13 carrying on, you know.
 14 Q. What words did she use?
 15 A. She said I do not owe three payments on
 16 the car.
 17 Q. Did she say anything else?
 18 A. No, she was carrying on, I mean she was
 19 crying, you know, so I just took the phone then and
 20 Mrs. Bragg said to me that, you know, "this car is
 21 for rich people, not for people like her".

1 you termed it, at that time?
 2 MS. SAMBORSKY: You mean crying, upset?
 3 A. Yeah, she was.
 4 Q. What does the term carrying on mean to
 5 you when you communicate that?
 6 MS. SAMBORSKY: Objection. What do you
 7 mean carrying on?
 8 MR. RUSSO: That's exactly the question
 9 I'm asking the witness.
 10 BY MR. RUSSO:
 11 Q. Did you use the term that Mrs. Jefferson
 12 was carrying on?
 13 A. Carrying on.
 14 Q. What does that mean to you, carrying on?
 15 A. Carrying on means to me when someone is
 16 very upset about an issue and reaction to the way
 17 they're upset. They're upset.
 18 Q. So Mrs. Jefferson was upset?
 19 A. Right.
 20 Q. What was Mrs. Jefferson physically doing
 21 that allowed you to conclude that she was upset?

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1 MS. SAMBORSKY: Objection. Asked and
 2 answered.
 3 A. Crying. People do cry when you get
 4 upset, right?
 5 Q. I'm just asking you what she was doing.
 6 I'm not asking you what people do. So she was
 7 crying?
 8 A. Uh-huh.
 9 Q. Was she saying anything, using any
 10 words?
 11 A. I don't understand this.
 12 Q. All right. Did she say any other words?
 13 A. Not to my knowledge.
 14 Q. How long was -- strike that.
 15 While she was crying and saying I don't
 16 understand this, was she still on the telephone?
 17 A. Part of the time, then she had hung it
 18 up.
 19 Q. At what point did she hang the phone up?
 20 A. I can't tell you at what point because
 21 the way the phone is situated we're not in plain

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1 A. That's correct.
 2 Q. Do you know where Mrs. Jefferson was
 3 going to get the money to make three payments?
 4 A. She had money.
 5 Q. She was in bankruptcy, wasn't she?
 6 A. I beg your pardon?
 7 Q. Mrs. Jefferson was in bankruptcy at the
 8 time, wasn't she?
 9 A. Absolutely. Sure she was.
 10 Q. Where was she going to get the money?
 11 A. She had the money, or could get the
 12 money. She had access to the money.
 13 Q. Which the Bankruptcy Court couldn't get
 14 at; is that right?
 15 A. I don't know about the Bankruptcy Court
 16 and their procedure.
 17 Q. Well, where was that money located that
 18 she could get? Where was it?
 19 A. I know that she could get the money.
 20 Q. From where did you know she's going to
 21 get it?

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1 view of each other.
 2 Q. So how do you know at some point she
 3 hung it up?
 4 A. I can hear the click.
 5 Q. At what point did you hear the click?
 6 A. During the time, after Mrs. Bragg had
 7 said, you know, the car is not for people like you.
 8 Q. After Mrs. Bragg said that, what was
 9 said next either by you or by anyone else in the
 10 conversation?
 11 A. Mrs. Bragg wanted \$14,000 because I had
 12 asked her -- Mrs. Jefferson had said to Mrs. Bragg
 13 and to Mr. Cheroff, there was a question about
 14 three payments. Mrs. Jefferson offered to repay
 15 the payments until they get the books straight.
 16 They would not have that. We want \$14,000.
 17 Q. To whom did Mrs. Jefferson offer to
 18 repay payments?
 19 A. Mr. Bragg -- I mean Mrs. Bragg, Cheroff
 20 and Gaunz.
 21 Q. When was the first time she made the

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1 A. Her mother.
 2 Q. Who?
 3 A. Her mother.
 4 Q. Who did Mrs. Jefferson tell she, who did
 5 she offer to make these three payments to?
 6 MS. SAMBORSKY: Objection. That was
 7 asked and answered.
 8 A. I answered that already.
 9 Q. Who did you say?
 10 A. Cheroff, Gaunz and Bragg.
 11 Q. And what did Cheroff say when that offer
 12 was made?
 13 A. \$14,000 -- not Cheroff, Gaunz.
 14 Q. You said that she made the offer to
 15 Cheroff, right?
 16 A. That's correct.
 17 Q. What, if anything, did Cheroff say in
 18 reply?
 19 A. Turned her over to Mr. Gaunz. You have
 20 to deal with Mr. Gaunz.
 21 Q. So he made no reply to that offer?

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1 offer to repay three payments?
 2 A. To Mr. Cheroff.
 3 Q. When?
 4 A. This was, as I recall, it was on the
 5 date that the car was repossessed, I think it was.
 6 Q. The day the car was repossessed she
 7 offered to --
 8 A. Repay.
 9 Q. -- repay three payments?
 10 A. Yeah. They were claiming she was three
 11 payments back.
 12 Q. Now, a couple of minutes ago you
 13 described the first conversation with Mr. Cheroff
 14 after the repossession.
 15 A. Uh-huh.
 16 Q. And you didn't mention this offer to
 17 repay. Why is that?
 18 A. Because things come to your mind as you
 19 talk about them.
 20 Q. All right. So Mrs. Jefferson offered to
 21 repay three payments?

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1 A. That's correct. Not to my knowledge.
 2 Q. And is it your testimony that she then
 3 made that offer to Mr. Gaunz?
 4 A. Oh, yes, sure.
 5 Q. And that was in the same conversation --
 6 strike that.
 7 That offer that she made to Gaunz, that
 8 was in the same conversation, telephone
 9 conversation after the repossession?
 10 A. Yeah, when she called Mr. Cheroff and
 11 offered to repay the three payments, Mr. Cheroff
 12 turned her over to Mr. Gaunz.
 13 Q. And that was after the repossession,
 14 right?
 15 A. Oh, yeah.
 16 Q. She made the offer to Gaunz. What did
 17 Gaunz say?
 18 A. He wanted nothing but \$14,000, he had
 19 his instructions.
 20 Q. Did he say anything else?
 21 A. That's all. He wanted \$14,000.

1 A. Yes.
 2 Q. Put it in the mail?
 3 A. Yes, and it came back to me.
 4 Q. When it came back did it come in the
 5 same envelope?
 6 A. No, it had been torn open. It was from
 7 Ford Motor Credit Company.
 8 Q. Was there anything else in the envelope
 9 along with the check?
 10 A. No.
 11 Q. There wasn't a note explaining why it
 12 was coming back?
 13 A. No. I just took the check, said well,
 14 they must didn't want this. This is when I called
 15 them and offered them again.
 16 Q. Now, that check that you got back in the
 17 mail, you mailed that back after the repossession
 18 or before?
 19 A. Before.
 20 Q. Did you mail that check after you
 21 received the notice of intention to repossess or

1 Q. Wasn't it stressful trying to come up
 2 with \$672.62 every month?
 3 A. No, it was not.
 4 Q. That wasn't a stressful event?
 5 A. No. If you don't have work, you don't
 6 have a way to get to work, work was no problem, I
 7 could always get a job, you know, during that time
 8 I could get a job anywhere, I could get as many
 9 jobs I wanted, whatever I needed to pay my
 10 payments. But it was taking my vehicle, without
 11 that I can't move.
 12 Q. Who told you that diabetes was related
 13 to the repossession?
 14 A. I didn't have any problems, I was in
 15 pretty good health. In fact, when I went to my
 16 doctor, which had been treating me over the years
 17 for a long time, she did a physical, I was going to
 18 her for a physical to find another job, and that's
 19 all I've gone to her for, maybe minor stuff like
 20 female things and things I needed.
 21 Q. Which doctor is this?

1 before you received the notice of intention to
 2 repossess?
 3 A. I mailed it after because they were
 4 saying it was two months in arrears, okay, but they
 5 said two months, but it wasn't, it was more than
 6 two months.
 7 Q. When you received the check back in the
 8 mail did you receive it back before the
 9 repossession or after the repossession?
 10 A. Before. Because they repossessed it in
 11 March and I got this back in the end of February.
 12 Q. So I assume you opened the envelope and
 13 took out the check, right?
 14 A. Then I called them.
 15 MS. SAMBORSKY: Just answer yes or no.
 16 Did you open the envelope?
 17 A. Yes.
 18 Q. What did you do with the check?
 19 A. I put it back and I, you know, set it on
 20 the side, I didn't do anything with it.
 21 Q. Where is that check today?

1 A. Dr. Keiler.
 2 Q. Is that the doctor that you say
 3 discovered you had diabetes?
 4 A. No.
 5 Q. Which doctor discovered you had
 6 diabetes?
 7 A. Miller.
 8 Q. How is it that you went to Dr. Miller?
 9 A. My treatment center had changed, I had
 10 another health coverage and had to go to another
 11 health center.
 12 Q. So Dr. Keiler never, is it accurate to
 13 say that Dr. Keiler never did anything relative to
 14 the diabetes?
 15 A. Dr. Keiler knew I didn't have diabetes
 16 because I had been going to her over a period of
 17 time. And my last physical was before I went to
 18 Jewish Convalescent Home, and I didn't have it
 19 then.
 20 Q. Dr. Miller told you you had diabetes?
 21 A. He did my blood work, he knew I had it.

1 A. I don't have that check. I never
 2 thought all this would occur because I offered to,
 3 you know, all these offers I made to them, and I
 4 just didn't have the check, I just put it back in
 5 my account. I usually void checks, if they send
 6 them back to me I write void on it and maybe tear
 7 it up or something.
 8 Q. Paragraph 25 of your complaint you say,
 9 "Due to the tremendous stress that plaintiff
 10 suffered from the loss of her vehicle plaintiff's
 11 health was impaired, (stress-related diabetes
 12 developed), and the said damage to her health was
 13 evident".
 14 Is it your contention that you got
 15 diabetes because the vehicle was repossessed?
 16 A. That caused me a lot of stress.
 17 Q. Now, was your stress because you had the
 18 \$600 payment to make every month or because the
 19 vehicle was repossessed?
 20 A. The vehicle, taking my vehicle, it
 21 damaged me really bad.

1 Q. He's the one that discovered it?
 2 A. Yes.
 3 Q. Did he tell you that it was because your
 4 vehicle was repossessed?
 5 A. I never talked to him about the
 6 vehicle. He doesn't know what happened. I only
 7 went to him, I was sent to him because of the
 8 treatment center changing.
 9 Q. Did he ever tell you what caused the
 10 diabetes?
 11 A. We never discussed that.
 12 Q. Has any doctor ever told you what caused
 13 your diabetes?
 14 A. No. The doctor didn't tell me, but I
 15 being a nurse know that stress causes a lot of
 16 things, causes all kinds of illnesses. And if I
 17 didn't have it before, I don't have it, you know,
 18 my parents didn't have it, it's not in my family to
 19 have diabetes, I didn't inherit it, it came from a
 20 stressed situation.
 21 Q. Do you have diabetes today?

1 A. Yes.
 2 Q. Is it your opinion that if this whole
 3 thing were to end today your diabetes would go
 4 away?
 5 MS. SAMBORSKY: Objection.
 6 A. Oh, no, I couldn't say that. Because
 7 it's, they don't just go away like that.
 8 Q. Is it your opinion that if Ford Credit
 9 had never repossessed your vehicle you wouldn't
 10 have diabetes today?
 11 A. I'm pretty sure of it. I'm sure of it.
 12 Q. Do you have a high school diploma?
 13 A. Yes, I do.
 14 Q. And where did you get that?
 15 A. From a high school.
 16 Q. Which high school?
 17 A. In South Carolina.
 18 Q. What is the name of it?
 19 A. Colleton Training.
 20 Q. Did you get any education after high
 21 school?

1 A. No, I didn't.
 2 Q. Did you receive a degree from Essex
 3 Community College?
 4 A. No.
 5 Q. What were your courses at Essex
 6 Community College?
 7 A. I was nursing part-time, taking nursing
 8 courses, psychology, English literature.
 9 Q. Did you go to any other schools?
 10 A. I went to Catonsville Community College.
 11 Q. When did you go to Catonsville Community
 12 College?
 13 A. After I stopped going to Essex.
 14 Q. Did you receive any degrees, diplomas or
 15 certificates from Catonsville?
 16 A. No. I was again working on my B.S.
 17 Degree in nursing.
 18 Q. But you didn't receive any certificates?
 19 A. No.
 20 Q. How long did you go to Catonsville?
 21 A. 18 months part-time.

1 A. Yes.
 2 Q. Where? Where is the first place you
 3 went after high school?
 4 A. I went to Cortez Peters Business School.
 5 Q. And how long were you at Cortez Peters
 6 Business School?
 7 A. Two years.
 8 Q. And did you receive any diplomas or
 9 certificates or degrees?
 10 A. Yes.
 11 Q. What did you receive?
 12 A. I received a certificate for typing,
 13 shorthand, filing, business math.
 14 Q. Did you receive any other education
 15 after Cortez Peters?
 16 A. Yes.
 17 Q. Where?
 18 A. I went to night school at Mergenthaler,
 19 adult education.
 20 Q. You went to night school?
 21 A. Adult education at Mergenthaler.

1 Q. Did you go anywhere else for school?
 2 A. Nursing school.
 3 Q. When did you go to nursing school?
 4 A. In 1966.
 5 Q. And is that before or after this other
 6 education you've described?
 7 A. Before.
 8 Q. So you went to nursing school before
 9 going to Catonsville?
 10 A. Yes.
 11 Q. Where did you go to nursing school?
 12 A. South Baltimore General.
 13 Q. Is that South Baltimore General
 14 Hospital?
 15 A. Yes.
 16 Q. And did you receive any degrees,
 17 certificates or diplomas?
 18 A. My certificate of graduation. I sat for
 19 the State Board.
 20 Q. In what area was that certificate
 21 received?

1 Q. Where is that?
 2 A. Mergenthaler on 33rd Street.
 3 Q. In which town?
 4 A. Baltimore.
 5 Q. And did you receive a certificate or
 6 diploma from that school?
 7 A. Yes.
 8 Q. What did you receive?
 9 A. A certificate for typing and filing.
 10 Q. Do you have any other education
 11 post-high school?
 12 A. Yes.
 13 Q. Where?
 14 A. I went to Essex Community College.
 15 Q. For how long did you go to Essex
 16 Community College?
 17 A. A year.
 18 Q. I'm sorry?
 19 A. One year.
 20 Q. And did you receive any diplomas or
 21 certificates from Essex Community College?

1 A. Nursing.
 2 Q. Registered nurse?
 3 A. Licensed practical nurse, I was working
 4 on my B.S. for R.N.
 5 Q. How long was the program at South
 6 Baltimore?
 7 A. One year.
 8 Q. And did you sit for any State
 9 certifications or tests?
 10 A. Yes.
 11 Q. And did you pass those tests?
 12 A. Yes.
 13 Q. And when did you sit for those tests?
 14 A. After I finished in '66. '65 really,
 15 excuse me.
 16 Q. Have you had any other education aside
 17 from that education and training you described
 18 earlier?
 19 A. I went to business courses, but they
 20 were some seminars.
 21 Q. Do you have any other degrees or

Ford Motor Credit Company

1329 REISTERSTOWN RD

SUITE 340

BALTIMORE, MD 21208

Telephone 800-677-0282

JEFFERSON NANIE L
8408 MAYMEADOW CT
BALTIMORE, MD 21207

2277440/28 2277440429

Date of Notice		Account Number
February 23, 1993		BEA433XGM2
Description of Property		
Year	Make	Model
1989	LINC	TOWN
Vehicle Identification Number		
1LNBM93F5KY647277		
Date of Contract	Current Balance (Net to close and unpaid late charges)	
July 21, 1989	\$ 14228.71	
CURE DATE: March 05, 1993		

NOTICE OF DEFAULT AND INTENT TO REPOSSESS

This is your notice that you've broken your contract.

Overdue Payments	Due Date	Amount Due
	January 20, 1993	\$ 672.62
	February 20, 1993	\$ 672.62
Late Charges		\$ 0.00
TOTAL AMOUNT NOW DUE		\$ 1345.24

(Not including amounts that become due after the date of this notice)

If you don't pay the TOTAL AMOUNT NOW DUE by the cure date, stated above, we plan to repossess the above described property. If we do, you'll have the following rights.

RIGHT TO GET YOUR PROPERTY BACK:

To get your property back, you can do one of these two things:

You can restore the contract and pay future monthly payments as they come due. But FIRST you must pay all payments you missed, plus any repossession costs and late charges. You will have 15 days to do that. This is called "reinstatement." Or, there's another way to get it back. Pay the net unpaid balance plus costs of repossession. Your Current Balance is shown above. If you do that before the property is sold, it will be yours. We'll have no further claim on it. This is called your right to "redeem."

Your property will not be sold until at least 15 days after we repossess it. You can get it back by paying the balance plus costs any time before it's actually sold. The longer you wait, the more costs (including repairs) you may have to pay.

RIGHT TO MONEY LEFT OVER FROM SALE:

When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within 45 days after the sale. If you don't get this money, you may have a right to sue for it, plus penalties under state law.

In some areas, we return repossessed property to the dealer who sold the property. If we do that with yours, our agreement with your dealer says that the dealer is to sell it and pay you any money left over.

INSURANCE RIGHTS:

If we repossess your property, all insurance should be cancelled. You have a right to get credit for all premium refunds.

REMAINING DEBT:

The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us or the dealer.

If you want to know more about these matters, please call us.

FORD MOTOR CREDIT COMPANY

R. BRAGG

NOTICE: The acceptance by Ford Motor Credit Company of these or other late payments does NOT waive Ford Motor Credit Company's right to repossess or take other appropriate action, WITHOUT NOTICE, if you fail to make future payments on time. YOU ARE REQUIRED TO MAKE ALL PAYMENTS ON TIME.

BEA433XGM2



MARYLAND NATIONAL BANK
P.O. BOX 997 BALTIMORE, MARYLAND 21203-0997

CASHIER'S CHECK

7-16
520

10075491

EC. SL

Feb. 19 19 93

PAY
TO THE
ORDER OF

*****Ford Motor Credit Company *****\$ 672.62

106 MARYLAND NATIONAL #3672 AND 62 CTS

DOLLARS

CASHIER'S CHECK

FOR BEA #3376-M2

Elizabeth R. Allen
AUTHORIZED SIGNATURE

⑈ 10075491 ⑈ ⑆ 052000168 ⑆ 0020024 ⑈ 9 ⑈ ⑆ 0000067262 ⑆

ENDORSE CHECK HERE

FEB 23 1993

Ford Motor Credit Company

Account No. 177-04759 0343

For Deposit Only

First National Bank of

DO NOT WRITE SIGNATURE BELOW THIS LINE

FNB OF MD

DEPOSITORY BANK ENDORSEMENT
EAL11113
P0520-0011-34

FEB 21 93

TRANSIT ENDORSEMENT

FEB 23 1993
FNB OF MD
052000113

⑈ 12904877 ⑈

Handwritten signature/initials

RECEIVED FOUR
CIRCUIT COURT CITY
BALTIMORE
94 JUN -2 PM 2:52
CIVIL DIVISION

MAMIE JEFFERSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
FORD MOTOR CREDIT COMPANY	*	BALTIMORE CITY
Defendant	*	CASE NO.: 93251040
		CL169713
* * * * *	*	* * * * *

MOTION TO DISMISS, OR, IN THE
ALTERNATIVE, FOR SUMMARY JUDGMENT FOR
LACK OF SUBJECT MATTER JURISDICTION

Defendant, Ford Motor Credit Company by THIEBLOT, RYAN, MARTIN & FERGUSON, ROBERT L. FERGUSON, JR. and JODI K. EBERSOLE, hereby move to dismiss the above-entitled action for lack of subject matter jurisdiction and as reason therefore says:

1. In her Complaint, Plaintiff alleges that Defendant wrongfully repossessed, or converted, her automobile. Defendant provided financing for the purchase of the subject vehicle pursuant to a Maryland Motor Vehicle Retail Installment Contract.

2. On or about March 25, 1991, the Plaintiff filed for Chapter 13 bankruptcy protection in the United States Bankruptcy Court for the District of Maryland (Case No.: 91-5-1826-SD). Ellen Cosby was appointed trustee. See bankruptcy information sheet appended hereto as an Exhibit.

3. On September 13, 1991, a Consent Order terminating the automatic stay, vis-a-vis Ford Motor Credit Company's

claim, was entered in the Bankruptcy Court. See Order offered as Exhibit No. 2 in Jefferson deposition at 29. This Consent Order conditionally lifted the bankruptcy stay and provided that Jefferson make monthly payments on her debt to Ford Credit. The Order also provided that, if Jefferson defaulted on these payments, then, upon appropriate notice, Ford Credit would be free to repossess the subject vehicle. The Order gives no further power to Jefferson or to Ford Credit *vis-a-vis* the vehicle or the account for financing of the vehicle.

4. On March 10, 1993, Ford Credit repossessed the subject vehicle. Jefferson contends that this repossession was wrongful and has filed the above-entitled action. The action has been filed by Jefferson in her individual capacity and not in any way as a representative of the bankruptcy action or with the authority of the bankruptcy estate. Nor has the bankruptcy trustee been made a party to this action. There is no indication that the Bankruptcy Trustee has been made aware of the existence of this claim.

5. This matter should not be before this Court; it should be subject to proceedings before the United States Bankruptcy Court. The reason for this is twofold:

a. The Plaintiff's payments, the alleged default of those payments, and the Defendant's repossession of the subject vehicle are all expressly governed by the Bankruptcy Court's Consent Order Terminating Automatic

Stay. This case is technically a case for contempt of a court order as the Plaintiff is claiming that the Consent Order has been violated. The only appropriate forum to bring this claim is to the Bankruptcy Judge whose Order is alleged to have been violated.

b. 11 U.S.C. §1306 provides that any property, including any interest a debtor may have in a cause of action, which might be acquired by the Debtor after the filing of the bankruptcy action is the property of the bankruptcy estate. "Estate property" includes property a debtor acquires after the commencement of a Chapter 13 case, but before the case is closed, dismissed or converted to a Chapter 7 bankruptcy. It has been held that a personal injury cause of action which arose one year after the Bankruptcy Court had approved a bankruptcy plan and over one and a half years before the bankruptcy estate was ordered closed, belonged to the bankruptcy estate. *Valley Federal Savings Bank v. Anderson*, 612 N.E. 2d 1099 (Ind. App. 4 Dist. 1993). Once a cause of action becomes property of the bankruptcy estate, the debtor may not pursue the claim until it has been abandoned by the estate. A property interest can be abandoned by the estate only if it has been listed in the debtor's schedule, has been disclosed to all the creditors, and is ordered abandoned by the bankruptcy

court. *Id.* at 1102. The Maryland Court of Special Appeals recently held that, "[w]hile the bankruptcy was open, the estate was the owner of the suit. 11 U.S. C. § 541(a)(1) provides that, an 'estate is comprised of . . . all legal or equitable interests of the debtor in property' The bankruptcy trustee is the proper party to bring an action for injury to a person's property while a bankruptcy case is open; ***the debtor does not have standing to bring a claim.***" *Pacific Mortgage and Investment Group, Ltd. v. Horn*, No. 737 Sept. Term 1993, Court of Special Appeals of Maryland, filed June 1, 1994 (emphasis added). A copy of the slip opinion for this case is attached hereto.

6. Unless this matter is brought in the Bankruptcy Court under the supervision of that Court, there is no protection for this Defendant from multiple litigation and multiple verdicts in the event that the Bankruptcy Trustee should determine that this claim is the property of the bankruptcy estate and should be pursued by the Trustee. A verdict in this claim may neither prevent a separate action by the Bankruptcy Trustee nor serve as *res judicata* in a case brought in the Bankruptcy Court or one brought by or on behalf of the bankruptcy estate.

7. For these reasons this State Court lacks subject matter jurisdiction over this case, and is not the appropriate

Court to consider the alleged violation of the Bankruptcy Court's Consent Order. Moreover, for the reasons set forth above, Ford Credit would be severely prejudiced if the matter were to proceed in this Court.

WHEREFORE, for the reasons as set forth above, Defendant Ford Motor Credit Company respectfully request that this Court dismiss the above-entitled action and any further relief as the Court may deem appropriate.

THIEBLOT, RYAN, MARTIN & FERGUSON

By: Robert L. Ferguson, Jr. [Signature]
ROBERT L. FERGUSON, JR.


Jodi K. Ebersole [Signature]
JODI K. EBERSOLE
4th Floor
The World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140
Attorneys for Ford Motor
Credit Company

POINTS AND AUTHORITIES

1. Md. Rule 2-311
2. Md. Rule 2-324(b)
3. 11 U.S.C. §362
4. 11 U.S.C. §1306
5. *Valley Federal Savings Bank v. Anderson*, 612 N.E. 2d 1099 (Ind. App. 4 Dist. 1993).
6. *Pacific Mortgage and Investment Group v. Horn*, 737 Sept. Term 1993, Maryland Court of Special Appeals, June 1, 1994.
7. The Exhibits appended to this Motion.
8. Deposition testimony of Plaintiff, Mamie Jefferson, dated April 11, 1994.
9. The record in the above-entitled action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 1994, a copy of the foregoing Motion to Dismiss for Lack of Subject Matter Jurisdiction was mailed, by first class mail, postage prepaid, to Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, Attorney for Plaintiff.



Counsel for Defendant

341 MEETING 04/30/91 09:30 A.M. 54	CLAIM DEADLINE 07/29/91	CASE NO. 0416	OFF. NO. 1	YR-DOCKET NO. 91-51826-8D
DISCH HEARING	523/727 COMPLNT	DATE FILED 03/25/91	REOPENED	JOINT PETITION? F T=True F=False

NAME OF DEBTOR JEFFERSON, MAMIE L.	NAME OF JOINT DEBTOR
AKA/DBA	AKA/DBA

SSAN OR TAX ID 247-58-1172	SSAN OR TAX ID
-------------------------------	----------------

ADDRESS OF DEBTOR 8408 MAYMEADOW COURT BALTIMORE MD 21207	ADDRESS OF JOINT DEBTOR
---	-------------------------

NAME OF COUNTY BALTIMORE MD	COUNTY CODE 24005	JUDGE NAME DERBY, E. STEPHEN	CODE A444	TRUSTEE COSBY, E.
--------------------------------	----------------------	---------------------------------	--------------	----------------------

TYPE OF CASE Voluntary	COMMENCED UNDER Chapter: 13	NATURE OF DEBTOR Wage Earner
---------------------------	--------------------------------	---------------------------------

ORG FORM N/A	TYPE OF BUS N/A
-----------------	--------------------

EST. NUMBER OF CREDITORS 1 to 15	EST. ASSETS (IN 000'S) 50 to 99	EST. LIABILITIES (IN 000'S) 100 to 499
-------------------------------------	------------------------------------	---

NUMBER OF EMPLOYEES N/A	# OF EQUITY SECURITY HOLDERS N/A	FILING FEE PAID IN: <input checked="" type="checkbox"/> «FULL AMOUNT <input type="checkbox"/> «INSTALLMENTS
----------------------------	-------------------------------------	---

ATTORNEY FOR DEBTOR PRO-SE, ROBERT GROSSBART, ESQ. 11 E. Lexington St. #200 BALTIMORE, MD 21202	TRUSTEE COSBY, ELLEN 6065 HARFORD ROAD BALTIMORE, MD 21214 301-254-7062
--	---

ER	ATTORNEY FOR TRUSTEE
----	----------------------

Entry dt	Doc No.	Case Record Entry	Entry dt	Doc No.	Case Record Entry
03/25/91	1	Vol. Pet., Chapt. 13, List of Cred, Acknow	04/02/91	*	Claims Bar Date: 07/29/91
03/25/91	2	ORDER/NOTICE to file schedules.	04/02/91	P. 14	Notice of Confrm Hrg Hrng Date: 06/25/91 Time: 2:00 P.M. Loc: 51
03/25/91	*	Standing Chapter 13 Trustee Appointed	/ /		Notice of Disch Hrng Hrng Date: Time: Loc:
/ /			/ /		\$341 Mtng Conducted
04/02/91	3	Notice of \$341 mtng & Certif of mailing \$341 Date: 04/30/91 \$341 Time: 09:30 A.M. \$341 Location: 54	/ /		Discharge entered
/ /	*	Last dt for disch/ dischblty complnts:	/ /		Notice of discharge/ Certif of mailing
/ /			/ /		Trustee Final Report «No Asset *«Assets
/ /			/ /		

Page 1

1 Mamie Jefferson) In The
 2 Plaintiff) Circuit Court
 3) For
 4 vs.) Baltimore City
 5)
 6 Ford Motor Credit Company) Case Number:
 7 Defendant) 93251040 CL169713
 8 - - - - -
 9 The deposition of Mamie L. Jefferson was
 10 taken on Monday, April 11, 1994, commencing at
 11 10:00 a.m., at the law offices of Thieblot, Ryan,
 12 Martin & Ferguson, P.A., The World Trade Center,
 13 Baltimore, Maryland, before Kathleen P. Thompson,
 14 Notary Public.
 15 - - - - -
 16
 17
 18
 19
 20 BETZ & STROUSE, INC.
 114 West Mulberry Street
 21 Baltimore, Maryland 21201

1 A. No.
 2 Q. As I'm sure your lawyer has told you
 3 what this is, I'll just make sure that we're all
 4 straight.
 5 I'm going to be asking you questions
 6 under oath. You have to give the answers, you have
 7 to say them loud enough so that this lady can hear
 8 you. The answers have to be a yes or a no. Uh-uh
 9 or uh-huh or a head shake doesn't make sense when
 10 it makes it to the paper.
 11 MS. SAMBORSKY: If the question calls for
 12 a yes or no answer and she can give it. But you
 13 don't want to mislead the witness, she can answer
 14 any way she thinks appropriate as long as it's
 15 audible.
 16 Q. It is important that you make your
 17 answers understood in words as opposed to in
 18 gestures or sounds.
 19 If you don't understand a question,
 20 please don't answer it. Please let me know that
 21 you don't understand the question, and I'll try to

Page 2

1 A P P E A R A N C E S
 2
 3
 4 On behalf of the Plaintiff:
 5 Mercedes C. Samborsky, Esquire
 6
 7
 8 On behalf of the Defendant:
 9 Michael W. Russo, Jr., Esquire
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21

1 rephrase it so that you understand what is being
 2 asked. If, however, you don't express that you
 3 don't understand the question, then we'll assume
 4 that you've understood it.
 5 All right?
 6 A. Okay.
 7 Q. If at any time you need a break or
 8 another cup of coffee or go to the bathroom or
 9 anything, don't hesitate to ask.
 10 All right?
 11 A. (Indicating affirmatively.)
 12 Q. Ms. Jefferson, I understand that you
 13 filed a complaint in the Circuit Court for
 14 Baltimore City against Ford Motor Credit Company;
 15 is that true?
 16 A. Yes.
 17 Q. And is that complaint regarding a 1989
 18 Lincoln --
 19 A. Yes.
 20 Q. -- Town Car automobile?
 21 A. Yes, it is.

Page 3

1 P R O C E E D I N G S
 2 Whereupon --
 3 MAMIE L. JEFFERSON,
 4 a witness, called for examination, having been
 5 first duly sworn, was examined and testified as
 6 follows:
 7 EXAMINATION
 8 BY MR. RUSSO:
 9 Q. Ma'am, would you state your name,
 10 please?
 11 A. Mamie L. Jefferson.
 12 Q. And what is your address?
 13 A. 8408 Maymeadow Court.
 14 Q. In what town?
 15 A. Baltimore, Maryland, 21244.
 16 Q. What is your date of birth, please?
 17 A. 4-20-34.
 18 Q. And your Social Security number, please?
 19 A. 247-58-1172.
 20 Q. Mrs. Jefferson, have you ever given your
 21 deposition before?

1 Q. And did you purchase that automobile?
 2 A. Yes, I did.
 3 Q. And if I talk about the automobile or
 4 the Lincoln, I'm talking about this 1989 Lincoln
 5 Town Car which is the subject of the complaint.
 6 Okay?
 7 A. Okay.
 8 Q. And when did you buy that vehicle?
 9 A. July 1989.
 10 Q. And where did you purchase it?
 11 A. Friendly Lincoln Mercury.
 12 Q. Where is Friendly Lincoln Mercury?
 13 A. Route 40.
 14 Q. Had you ever purchased vehicles from
 15 them before?
 16 A. No, I haven't. Not that particular car
 17 company.
 18 Q. I see.
 19 Who financed the purchase of this
 20 vehicle?
 21 A. Ford Motor Company.

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1 Q. Or insufficient funds.
 2 MS. SAMBORSKY: which one, counsel?
 3 Q. Did you have any checks, money orders,
 4 or any other methods of payment by which you paid
 5 Ford Credit relative to this transaction which
 6 checks were returned for insufficient funds?
 7 A. No, I don't recall any being returned,
 8 no.
 9 Q. Were you ever assessed any late payments
 10 -- strike that.
 11 Did you ever pay any late payments for
 12 payments being late on this account?
 13 A. I paid a one time late payment.
 14 Q. How many days late were you on that
 15 occasion?
 16 MS. SAMBORSKY: If you remember.
 17 A. I don't recall exactly how many days,
 18 but I paid the late fee once.
 19 Q. Do you recall how much that payment was?
 20 A. \$50 if I, yeah, \$50.
 21 Q. Who is Roy Lee Bagley?

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1 Q. Did Roy Lee Bagley ever drive a Lincoln?
 2 A. He has a Lincoln, yes. His own.
 3 Q. He has his own Lincoln?
 4 A. Yes.
 5 Q. What year is that Lincoln?
 6 MS. SAMBORSKY: Objection.
 7 A. '69.
 8 Q. When did you file for bankruptcy?
 9 A. In 1990.
 10 Q. And --
 11 A. 1991.
 12 Q. I understand it was a Chapter 13
 13 bankruptcy?
 14 A. Yes.
 15 Q. Were you represented by counsel?
 16 A. Yes.
 17 Q. And who was your attorney?
 18 A. Robert Grossbart.
 19 Q. What is the status of that bankruptcy
 20 today?
 21 A. I'm still in it.

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1 A. He's a friend of mine.
 2 Q. Did he ever drive this vehicle?
 3 A. No.
 4 Q. Did he ever use this vehicle for his
 5 personal purposes?
 6 A. No. As I stated before, I drove the
 7 vehicle.
 8 Q. Did he ever use this vehicle for
 9 business purposes?
 10 A. No, he didn't.
 11 Q. Did he ever arrange to have repairs or
 12 maintenance performed on this vehicle?
 13 MS. SAMBORSKY: I'm going to object and
 14 have any information concerning Roy Bagley's use of
 15 the vehicle stricken. No objection as to form but
 16 as to relevancy.
 17 MR. RUSSO: Counsel, as I'm familiar with
 18 the Maryland Rules and the Maryland Discovery, the
 19 only proper objections at a deposition are those as
 20 to form or those as to privilege. So unless you
 21 have an objection as to form or privilege, I would

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1 Q. All right. Is it still a Chapter 13
 2 bankruptcy?
 3 A. Yes, it is.
 4 Q. Are you still paying according to the
 5 plan?
 6 A. Yes, I am.
 7 Q. Have you received a discharge of any of
 8 your debts to this point?
 9 A. No, not at this point, no.
 10 (Jefferson Deposition Exhibit Number 2
 11 was marked for identification.)
 12 BY MR. RUSSO:
 13 Q. Ms. Jefferson, I'll show you what's been
 14 marked as Exhibit Number 2, and ask you if you've
 15 ever seen that document before.
 16 MS. SAMBORSKY: He asked you did you ever
 17 see it before.
 18 A. Yes. This is terminating the automatic
 19 stay. That's all, this did not discharge any debt.
 20 Q. Is it your testimony that your
 21 understanding of this document entitled Consent

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1 appreciate it if this deposition wasn't continually
 2 interrupted as to things that are inappropriate.
 3 MS. SAMBORSKY: I'm afraid that your
 4 understanding of the Maryland Discovery Rules and
 5 mine are slightly different. If I feel that there
 6 is any question asked that would not lead to any
 7 discoverable, or any information that might lead to
 8 evidence or the information requested is
 9 irrelevant, I will register an objection.
 10 BY MR. RUSSO:
 11 Q. Did Roy Lee Bagley ever use this vehicle
 12 for business purposes?
 13 MS. SAMBORSKY: Objection.
 14 Q. You can answer the question.
 15 A. No.
 16 Q. Did Roy Lee Bagley ever bring this
 17 vehicle in for maintenance or repairs?
 18 A. No.
 19 Q. What kind of vehicle does Roy Lee Bagley
 20 drive, if any?
 21 A. He drives an '89 truck.

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1 Order Terminating Automatic Stay has nothing to do
 2 with the discharge of a debt?
 3 A. That's what I understood. That it's
 4 just terminating automatic stay from the
 5 bankruptcy.
 6 Q. And that terminating the automatic stay
 7 -- strike that.
 8 This order looks like it was entered by
 9 Judge Derby on September 13, 1991. Is that about
 10 the time frame that you became aware of this order,
 11 at that time or some time earlier? You knew about
 12 this consent order as your lawyer was signing for
 13 it; is that right?
 14 MS. SAMBORSKY: which question are you
 15 asking her, counsel?
 16 MR. RUSSO: That's well taken. We'll
 17 strike the question.
 18 BY MR. RUSSO:
 19 Q. My question is when did you first become
 20 aware that a consent order terminating the
 21 automatic stay was being entered with respect to

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re: *

MAMIE L. JEFFERSON *

Debtor *

* * * * *

FORD MOTOR CREDIT COMPANY *

Movant *

v. *

MAMIE L. JEFFERSON *

Respondent *

* * * * *

CASE NO.: 91-5-1826-SD
(Chapter 13)

ENTERED
SEP 13 1991

U.S. BANKRUPTCY COURT
BALTIMORE, MD.

CONSENT ORDER TERMINATING AUTOMATIC STAY

Upon consideration of the Motion Seeking Relief from Automatic Stay and to Reclaim Property filed by Movant, Ford Motor Credit Company; and Movant and Respondent, Mamie L. Jefferson, having agreed to the entry of this Order; it is, this 13th day of *September*, 1991, by the United States Bankruptcy Court for the District of Maryland,...

ORDERED, that the automatic stay be, and it hereby is, terminated to allow Movant to recover and dispose of its collateral, namely, one 1989 Lincoln Town Car, serial number 1LNBM83F5KY647277; and it is further

ORDERED, that Respondent shall make said vehicle available to Movant for repossession; and it is further

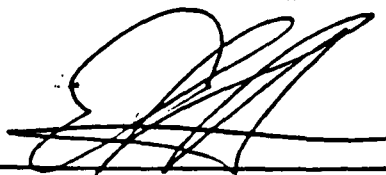
21

EXHIBIT #2
Jefferson
4-11-94 KT

ORDERED, that upon recovery of said vehicle by Movant, it shall dispose of the same in a commercially reasonable manner, shall file a Report of Sale and serve copies upon Respondent and her counsel, and further shall pay any surplus sale proceeds to Respondent; and it is further

ORDERED, that Movant shall not exercise its rights against the vehicle provided that Respondent pays Movant the contractual monthly payments of \$672.62 each commencing on or before August 20, 1991 and continuing on or before the 20th day of all consecutive following months until the end of the term of the contract for purchase of the vehicle; and provided that Respondent successfully prosecutes a chapter 13 plan to cure the pre-petition default on her account with Movant; and it is further

ORDERED, that if Respondent fails to make the payments described above, and if the default is not fully cured within nine (9) days after Movant mails notice of default to Respondent and to her counsel, then Movant may exercise its rights against the vehicle upon its filing of an Affidavit of Default.

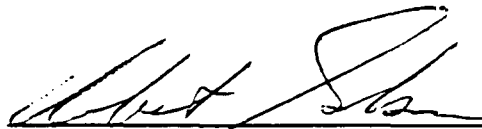


U.S. BANKRUPTCY JUDGE
E. STEPHEN DERBY
Judge

if

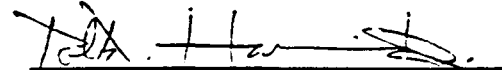
The undersigned hereby agree to the entry of the
above Consent Order Terminating Automatic Stay.

THIEBLOT, RYAN, MARTIN &
FERGUSON



ROBERT N. GROSSBART
11 E. Lexington Street
Suite 200
Baltimore, Maryland 21202
(301) 837-0590
Attorney for Respondent

By:



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Attorney for Movant

cc: ✓ Robert D. Harwick, Jr., Esquire

✓ Robert N. Grossbart, Esquire

✓ Ms. Mamie L. Jefferson
8408 Maymeadow Court
Baltimore, Maryland 21207

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 1 MD-CS Page 1994 WL 228730 (Md.App.)

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PACIFIC MORTGAGE AND INVESTMENT GROUP, LTD., et al.

v.

Annie F. HORN.

No. 737 September Term, 1993.

Court of Special Appeals of Maryland.

June 1, 1994.

Alpert, Cathell, Murphy, JJ.

Opinion by Cathell, J.

Appellants, Pacific Mortgage and Investment Group, Ltd. (Pacific) and Barclay National Mortgage Group (Barclay), appeal from an order of the Circuit Court for Baltimore City denying Barclay's motion to vacate a default judgment and Pacific's motion for summary judgment and granting appellee's, Annie F. Horn's, motion for summary judgment. Appellants raise the following questions: 1. Was this action barred by the existence of an open bankruptcy case, on a petition filed by Plaintiff, upon her subsequent pursuit of this action in her own behalf?

2. Was this loan a contract under seal, thus permitting the twelve year statute of limitations for a specialties to apply to this action? 3. Was this action otherwise barred by limitations as to any filing by the bankruptcy trustee or as to the three year limitation for actions on contract? 4. Was venue in this matter proper in Baltimore City?

5. Was the order of default properly issued against Barclay National Mortgage Group and should that order of default have been vacated? 6. Was this loan within the scope of Maryland's Small Loan Law or was it exclusively governed by statutory provisions for first mortgage loans, which allow any rate of interest?

7. Was Plaintiff properly granted summary judgment?

8. Were damages properly assessed against Appellants?

FACTS

Appellee and her now deceased husband entered into a mortgage loan with Pacific on August 27, 1986. The word "seal" was printed next to each of the Horns' signatures. The \$6,000 loan was secured by a first mortgage lien on the Horns' house. Pacific charged a \$750 discount fee and \$536 for an appraisal, credit report, title search and recording fees. The loan was to be paid off in fifteen years with 180 equal monthly payments. At some later point, Pacific assigned the loan to Barclay.

Several months after executing the loan, appellee's husband died. Shortly thereafter appellee defaulted on the loan. Pacific then began foreclosure proceedings. In response to this, appellee filed Chapter 13 bankruptcy petition. In 1991, while her bankruptcy case was still open, appellee filed suit against Pacific and Barclay in the Circuit Court for Baltimore City. Appellee listed the lawsuit as an asset in her bankruptcy schedules. The bankruptcy case was closed on November 22, 1991. Appellee has paid all the works.

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other creditors in full.

Appellee failed to serve Barclay with her first complaint but did serve Pacific. Pacific filed a motion to dismiss for lack of subject matter jurisdiction and improper venue, claiming venue was proper only in Baltimore County. Pacific's motion to dismiss was denied. Appellee then amended her complaint two times. Pacific, after filing another motion to dismiss, which the court again denied, filed its first answer in this action to the second amended complaint and raised several affirmative defenses, including limitations, laches, and waiver.

On September 22, 1992, appellee filed a third amended complaint. Appellee served Barclay for the first time with this third amended complaint. Both Pacific and Barclay joined in a motion to dismiss for lack of subject matter jurisdiction and for improper venue. Barclay also filed a motion to dismiss for failure to state a claim against it.

Appellee filed a notice of deposition, to take appellants' depositions on December 1, 1992. Appellee's attorney spoke with appellants' attorney the day before the scheduled depositions and appellants' attorney stated that appellants refused to be deposed until their motions to dismiss were heard. On December 11, 1992, a hearing on the motions to dismiss was held. On December 15, 1992, appellee filed a motion for sanctions requesting a default judgment against both Barclay and Pacific for failure to comply with discovery. On December 16, 1992, the motion to dismiss for lack of subject matter jurisdiction and for improper venue was denied, but Barclay's motion to dismiss for failure to state a claim was granted subject to appellee amending her complaint by December 21, 1992. On December 17, 1992, appellee deposed a representative of Pacific. On December 21, 1992, appellee filed her fourth amended complaint. Barclay answered this complaint on January 6, 1993. On January 11, 1993, the court granted appellee's motion for sanctions and issued an order of default against Barclay. Barclay filed a motion to vacate the order of default. On March 3, 1993, the court held a hearing on the motion to vacate and denied it. As of March 3, 1993, a representative of Barclay had yet to attend a deposition, Barclay had yet to agree to send a representative to be deposed, and Barclay had not sought a protective order.

In the meantime, appellee and appellants had filed motions for summary judgment. These motions were also heard on March 3, 1993, along with the motion to vacate the order of default. After the court denied Barclay's motion to vacate, the parties agreed that if Barclay was currently holding the note there was no need to address the motions for summary judgment. The only issue that would need to be addressed was the amount of damages for which Barclay was liable. Barclay and Pacific were represented by the same attorney, and the court asked the attorney whether Barclay or Pacific held the note. The attorney indicated the note was traded back and forth between the parties and he was not sure which party was then holding the note.

Because appellants would not state whether Barclay was holding the note the court heard appellee's motion for summary judgment against Pacific and Pacific's motion for summary judgment against appellee. Because of the order of default against Barclay, the court refused to hear its motion for summary judgment. Undaunted by the order of default against Barclay and the court's frequent admonishments that Barclay's liability had been determined, appellants' attorney also presented Barclay's motion for summary judgment. The
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PAGE 3 (Publication page references are

court granted appellee's motion for summary judgment, holding that appellants had violated Md. Code (1990 Repl. Vol.) s 12-108 of the Commercial Law Article by charging points; the terms of the loan were governed by the Maryland Consumer Loan Law (MCLL) in Title 12, Subtitle 3 of the Commercial Law Article; appellants had violated ss 12-306(d) and 12-313(a)(1) of the MCLL by charging points; appellants had violated ss 12-306(e)(3) and 12-313(a)(1) of the MCLL by extending the loan over 180 months where the statutory maximum length permitted for the loan was 72 months and 15 days; appellee had standing to bring the suit because the bankruptcy trustee abandoned the case; the loan was a document under seal so the 12 year statute of limitations applied to the case; and appellants acted willfully in violating the MCLL.

LEGAL ANALYSIS

1.

Appellants contend appellee did not have standing to bring this suit because the suit was filed when appellee's bankruptcy was open. While the bankruptcy was open, the estate was the owner of the suit. 11 U.S.C. s 541(a)(1) provides that, an "estate is comprised of ... all legal or equitable interests of the debtor in property..." The bankruptcy trustee is the proper party to bring an action for injury to a person's property while a bankruptcy case is open; the debtor does not have standing to bring a claim. *Hancock Bank v. Jefferson*, 73 B.R. 183, 185 (S.D.Miss. 1986); *In re Snyder*, 61 B.R. 268, 270 (S.D.Oh. 1986); *Rounds v. Community National Bank*, 454 F.Supp. 883, 889 (S.D.Ill. 1978); *Moore v. Slonim*, 426 F.Supp. 524, 526 (D. Conn), *aff'd* 562 F.2d 38 (2d Cir. 1977).

Appellee contends, however, that the bankruptcy trustee abandoned this suit when the bankruptcy case closed, subsequent to the filing of this suit. 11 U.S.C.s 554, "Abandonment of property of the estate," provides in part: (a) After notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.

(b) On request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.

(c) Unless the court orders otherwise, any property scheduled under section 521(a)(1) of this title not otherwise administered at the time of the closing of a case is abandoned to the debtor...

"Abandonment requires either a court order after a notice and a hearing or a failure to administer scheduled assets and a closing of the case." *Behrens v. Woodhaven Ass'n*, 87 B.R. 971, 973 n. 1 (Bankr. N.D.Ill. 1988) (citations omitted).

Appellants cite *In re Schmid*, 54 B.R. 78 (Bankr. D.Or. 1985) and argue that in order for there to be an abandonment of property the bankruptcy trustee must exhibit some outward manifestation of his or her intent to abandon. We disagree. The *Schmid* court stated, "For property to be abandoned, the court has to make a formal determination of abandonment, or, at the least, the property deemed abandoned has to be so explicitly identified in the schedules as to be able to impute an intent to abandon." *Id.* at 80. In *Schmid*, the court found that the debtor's description in the schedules of his cause of action was ambiguous and that he failed to "properly 'schedule' the asset."

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Id. at 79. Upon review of appellee's description and listing of this case in her bankruptcy schedule, we find that it was properly scheduled. Indeed, appellants do not argue to the contrary. When property is "scheduled as an asset of the estate for the benefit of creditors,"

the trustee, creditors and representatives of the estate [are] put on notice of its existence and the fact it [is] a claim in favor of the estate. "[W]here the trustee has knowledge that is sufficient to put him upon diligent inquiry as to the subject asset, the abandonment is held to have been knowingly made and hence is irrevocable."

Starrett v. Starrett, 541 A.2d 1119, 1123 (N.J. Super.Ch. 1988) (citation omitted).

Also, it is of no small significance that appellee paid her creditors in full. The trustee has a duty to protect the creditors. Since the creditors were paid in full, there would be no purpose for the trustee to assert and maintain control over this suit. We thus hold that the bankruptcy trustee did abandon this suit when the bankruptcy case was closed. //

We next address whether appellee may still maintain the suit despite the fact that, initially, she was not the proper party to bring the suit. This issue was addressed in Barletta v. Tedeschi, 121 B.R. 669 (N.D.N.Y. 1990). That court stated that it did

not agree that plaintiff's premature filing of his complaint is a bar to his continuation of his action now. When the trustee abandons estate property, "the property stands as if no bankruptcy had been filed and the debtor enjoys the same claim to it as he held previous to the filing of the bankruptcy." ... //

....

The question remains whether this reversion of title permits the plaintiff here to maintain his action when he did not have standing to sue at the time he filed his complaint.... The court believes that it does. Id. at 673-74. Therefore, we hold that appellee has standing to bring this suit. //

2 & 3

Appellants contend that the note executed by Pacific and the Horns was not under seal and that a three-year statute of limitations applies. We disagree. Md. Code (1989 Repl. Vol.) s 5-102(a)(5) of the Courts and Judicial Proceedings Article provides that the statute of limitations for contracts under seal is twelve years. The crux of appellants' argument is that the word "seal" was placed on a pre-printed form by Pacific, that Pacific produced uncontradicted evidence showing that it did not intend the loan agreement to be under seal and that appellee has produced no evidence showing that she intended that the loan agreement be under seal. [FN1]

The Court of Appeals in Warfield v. Baltimore & Electric Co., 307 Md. 142, 143 (1986) stated:

We shall hold in this case that the inclusion of the word "seal" in a pre-printed form executed by an individual is sufficient to make the instrument one under seal.

The Court noted that the fact that one party placed the word "seal" on the instrument did not make it any less the seal of the other party whose signature appeared next to the word "seal." Id. The Court did indicate that if there was evidence indicating that the party placing his or her signature next to a seal

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did not intend for the instrument to be under seal, then the instrument would not be under seal. *Id.* at 145. Appellants would have us require appellee to produce evidence that by placing her signature next to the seal she intended the loan agreement to be under seal. That is not the law in Maryland. Since there is no evidence indicating appellee did not intend that the instrument be under seal, we hold that the twelve year statute of limitations applies and that this case was timely filed.

4.

Appellants contend that the circuit court erred in failing to dismiss the claim for improper venue. They claim that the only proper forum in which they may be sued is Baltimore County. We disagree.

Md. Code (1989 Repl. Vol.) s 6-201(a) of the Courts & Judicial Proceedings Article provides that "a civil action shall be brought in a county where the defendant resides, carries on a regular business, is employed, or habitually engages in a vocation." Appellee argued that appellants carried on a regular business in Baltimore City. "Under Maryland law, improper venue is a defense with the duty of averment and the burden of proof falling on the defendant." *Odenton Development Co. v. Lamy*, 320 Md. 33, 39 (1990). To meet the burden of proving improper venue, the defendant must do more than merely raise "a bare allegation that venue was improper, unsupported by affidavit or evidence." *Id.* The defense of improper venue is a mandatory defense and must be raised by a motion to dismiss before the answer is filed. Md. Rule 2-322(a). If the defense is not raised before the answer is filed, it is waived. *Id.* Pacific moved to dismiss for improper venue after appellee's first complaint and second amended complaint. (Barclay was not served with either of these complaints.) Neither of these motions to dismiss were supported by an affidavit or other evidence. The court denied both motions, and Pacific did not file a motion to reconsider. Appellee filed a third amended complaint. The third amended complaint raises the same claims as, and is virtually identical to, the first complaint. [FN2] In response to appellee's third amended complaint (Barclay was served for the first time with this complaint), Pacific and Barclay joined in a motion to dismiss for improper venue. Pacific, however, was precluded from raising the venue issue again. A party must raise the defense of improper venue before he or she files an answer. Md. Rule 2-322(a). Pacific had already filed an answer to appellee's second amended complaint after its motion to dismiss for improper venue was denied. It makes no difference that appellee filed amended complaints. Appellee's amended complaints relate back to her original complaint because all the complaints stated the same cause of action. *Crowe v. Houseworth*, 272 Md. 481, 485-86 (1974). Also, Pacific was not required to file a new answer to appellee's amended complaints. Md. Rule 2-341(a). Once Pacific filed its initial answer, it was precluded from raising the defense of improper venue in response to amended complaints that did not raise any new claims. The motion to dismiss, filed in response to appellee's third amended complaint, did include an affidavit from Pacific claiming that it resided and had its only place of business in Baltimore County and that it did not carry on a regular business in Baltimore City. At this point, however, the court had already determined that Baltimore City was a proper forum with respect to Pacific. Barclay did not include an affidavit or any other evidence proving venue was improper in Baltimore City. Thus, Barclay failed to meet its burden

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to prove venue was improper in Baltimore City.

In addition, appellee produced evidence that venue was proper in Baltimore City. Venue is proper in a county where the defendant "carries on a regular business." Md. Code (1989 Repl. Vol.) s 6-201(a) of the Courts & Judicial Proceedings Article. It is not necessary for a defendant to maintain an office or have his or her principle place of business in a certain county in order for the defendant to carry on a regular business in that county. *Dodge Park, Inc. v. Welsh*, 237 Md. 570, 572-73 (1965). Appellee submitted an affidavit from the president of Barclay, Morris Helman, in which he admitted that Barclay held the mortgages on 18 separate parcels of property in Baltimore City. Mr. Helman also stated in this affidavit that Barclay bought all of those mortgages from Pacific. Appellants' attorney stated it was a normal business practice for Barclay to buy mortgages from Pacific. A Maryland resident that regularly provides credit to Baltimore City residents, places mortgage liens on property in Baltimore City, and buys and sells these mortgage liens has done more than merely transacted business in Baltimore City but has, in fact, carried on a regular business in Baltimore City. Venue in this case is proper in Baltimore City.

5.

Barclay contends the circuit court erred by not vacating the order of default because it was not a party to the action until appellee filed her fourth amended complaint. We disagree. Md. Rule 2-433(a) provides that if a party files a motion under Rule 2-432(a) and the court finds a failure of discovery, the court may enter a judgment by default. Md. Rule 2-432(a) provides: A discovering party may move for sanctions ... if a party ... fails to appear ... [for a] deposition.... Any such failure may not be excused on the ground that the discovery sought is objectionable unless a protective order has been obtained under Rule 2-403.

Md. Rule 2-403(a) provides:

On motion of a party or of a person from whom discovery is sought, and for good cause shown, the court may enter any order that justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including ... that the discovery not be had ... until ... some ... event or proceeding has occurred....

"The filing of a motion to dismiss does not automatically stay or extend the time for providing discovery.... In the usual case ... discovery proceeds during the pendency of a motion to dismiss." P. Niemeyer & L. Richards, *Maryland Rules Commentary*, 57-58 (1984, 1988 Supp.)

Appellee attempted to depose a representative of Barclay on December 1, 1992. Barclay refused to send a representative to appear for the deposition and failed to file for a protective order. Appellee filed a motion for sanctions pursuant to Md. Rule 2-432(a) on December 15, 1992. It was not until December 16, 1992, that the lower court granted Barclay's motion to dismiss for failure to state a claim. The court stated in its order that Barclay's motion to dismiss was granted "unless Plaintiff shall amend her Complaint within ten (10) days of December 11, 1992, setting forth additional factual support for her claims against Barclay National Mortgage Group." Thus, the order was a qualified order contingent upon appellee filing an amended complaint by December 21, 1992.

The order was not a final judgment dismissing Barclay from the suit. Md. Rule Copr.(C) West 1994 No claim to orig. U.S. Govt. works.



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2-322(c) provides that, "If leave to amend is granted and the plaintiff fails to file an amended complaint within the time prescribed, the court, on motion, may enter an order dismissing the action." P. Niemeyer & L. Richards, Maryland Rules Commentary, 40 (1984, 1988 Supp.) states that, "If an amended complaint is not filed within the time allowed by the court or by the rule, an additional order must be entered dismissing the action, and that order operates as a judgment." If a court dismisses a complaint but affords a plaintiff leave to amend, the order dismissing the complaint is not a final order. *Makovi v. Sherwin-Williams Co.*, 311 Md. 278, 281 (1987).

There is no merit to Barclay's claim that it did not have to comply with discovery because it was not a party to the action. Appellee filed a notice requesting that a representative of Barclay appear for a deposition and appellee filed a motion for sanctions before Barclay's motion to dismiss was granted, with a qualified order. The order was not a final judgment. Barclay never filed a motion requesting a protective order. In fact, Barclay never offered to reschedule its deposition, never filed for a protective order and never filed a response to appellee's motion for sanctions. The circuit court did not err by denying Barclay's motion to vacate the order of default.

6. & 7.

Pacific contends that its lending activities are governed by Md. Code (1990 Repl. Vol.) s 12-103(b) of the Commercial Law Article, "Loans secured by residential real property; licensing requirements." Section 12-103(b) provides:

(1) A lender may charge interest at any effective rate of simple interest on the unpaid principal balance of a loan if:

(i) There is a written agreement signed by the borrower which sets forth the stated rate of interest charged by the lender;

(ii) The loan is secured by a first mortgage or first deed of trust on any interest in residential real property;

(iii) There is no prepayment penalty in connection with the loan; (iv) The loan is made and the mortgage or deed of trust is executed after the effective date of this section;

(v) The loan is not a refinancing of a loan secured by a first mortgage or first deed of trust on any interest in residential real property ...; and (vi) The lender does not require payment of any interest in advance except any points permitted under this subtitle.

Appellee contends that Pacific failed to meet the requirements of 12-103(b)(1)(vi). Specifically, appellee contends that Pacific charged points in violation of Md. Code (1990 Repl. Vol.) s 12-108 of the Commercial Law Article. Section 12-108 provides in part:

(a) Except for a loan described in s 12-103(d) or (e) of this subtitle, a lender may not charge a borrower or any other person any point or fraction of a point.

Pacific claimed it was exempt from s 12-108 because the loan in question met the requirements of s 12-103(d). Specifically, Pacific argued: [A]s stated there [s 12-108], your honor, at the top except for a loan described in 12-103D [sic], a lender may not charge a borrower any other provisions or any point or fraction of a point, and I believe we come under the 12-103 exception that would take that out of there. So that we're not-that we are allowed to charge any points because we have been deregulated. [Emphasis works. Copr.(C) West 1994 No claim to orig. U.S. Govt.

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Pacific did not argue that any other exception under s 12-108 applied to it. Section 12-103(d) provides:

A lender may charge interest at any rate not in excess of that permitted by federal law if the loan is:

(1) Secured by a mortgage or deed of trust;

(2) Insured or guaranteed in full or in part by the Federal Housing Administration ... or any other federal agency or instrumentality; and (3) Made in full compliance with applicable federal law.

As evident from Pacific's argument at the hearing, Pacific thought the fact that it had been "deregulated" fulfilled the requirements of s 12-103(d). To meet the requirements of s 12-103(d), Pacific had to show that the loan was insured or guaranteed by a federal agency or instrumentality. Pacific never alleged that this was the case. The fact that the mortgage industry has been deregulated has no bearing on whether the loan was insured or guaranteed by the federal government.

Pacific also argues that the s 12-103(b)(1)(vi) requirement, that "[t]he lender does not require payment of any interest in advance except any points permitted under this subtitle," has been preempted by s 501 of the federal Depository Institutions Deregulation and Monetary and Control Act of 1980 (DIDMCA), 12 U.S.C. s 1735f-7, as to all first mortgage loans. This overstates the extent to which the DIDMCA preempts state law. The Attorney General issued an opinion on the extent to which the DIDMCA preempts s 12-103(b)(1)(vi) in 73 Op. Att'y Gen. 144 (1988). The Attorney General stated: [I]t is our opinion that CL s 12-103(b)(1)(vi) is a limitation on the amount of interest that a lender may receive for a loan secured by a first mortgage on residential property. As such, it is preempted by DIDMCA s 501(a)(1). Accordingly, lenders who make loans secured by first mortgages on residential property may not be prohibited from collecting interest in advance at the time of loan closing.

Id. at 151. At first glance, this appears to support Pacific's contention. Earlier in the opinion, however, the Attorney General stated: DIDMCA s 501(a)(1) applies to all "federally related mortgaged loans," as described in 12 U.S.C. s 1735f-5 and as that description is expanded by DIDMCA s 501(a)(1)(C). Thus, the preemption applies to any loan that is: (1) Secured by residential real property, stock in a residential cooperative housing corporation, or a first lien on a manufactured home; and (2) Made by a lender insured or regulated by an agency of the federal government, approved by the Secretary of Housing and Urban Development for participation in a mortgage insurance program under the National Housing Act, or who is an individual financing the sale or exchange of the ... individual's principal residence; or

(3) Made, insured, guaranteed, supplemented, or assisted in any way by an officer or agency of the federal government or under or in connection with a housing, urban development, or related program administered by a federal officer or agency; or

(4) Eligible for purchase by the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation or is from a financial institution from which it could be purchased by the Federal Home Loan Mortgage Corporation; or

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not available for this document.) (5) Made by a creditor who makes or invests in residential loans including loans or credit sales secured by first liens on manufactured homes, aggregating more than \$1,000,000 per year; or

(6) Made by any creditor who sells manufactured homes financed by loans or credit sales, if the creditor has an arrangement to sell or does sell the loans or credit sales to another lender, institution, or creditor that does not make or invest in residential real estate loans or loans or credit sales secured by first liens on manufactured homes aggregating more than \$1,000,000 per year. *Id.* at 146 n. 5. Thus, the Attorney General was not stating that s 12-103(b)(1)(vi) was preempted as to all first mortgages. Rather, the Attorney General was stating that the subsection was preempted only as to those loans to which the DIDMCA applies, i.e., "federally related mortgage loans." The creditor, in this case Pacific, has the burden of showing that DIDMCA applies to it. *In re Russell*, 72 B.R. 855, 867 (Bankr. E.D.Pa. 1987). The *Russell* court stated:

[O]nly loans which the lender can prove fit within all of the requirements of the DIDMCA are in fact exempt from the confines of state-law interest rates. These requirements include a showing that a loan ... is a "federally related mortgage loan." ...

... [I]n order to invoke the DIDMCA, the [lender] must meet the burden of establishing that it is within the definitions of these terms. *Id.* See also *Overton Construction, Inc. v. First State Bank, Springdale*, 662 S.W.2d 470, 471 (Ark. 1983); *First American Bank and Trust v. Windjammer Time Sharing Resort, Inc.*, 483 So.2d 732, 737 (Fla. App. 4 Dist.), cert. denied, 494 So.2d 1150 (1986); and *Mitchell v. Trustees of United States Mutual Real Estate Investment Trust*, 375 N.W.2d 424, 432 (Mich. App. 1985). Other than its claim that it had been deregulated, Pacific offered no proof that the loan was a "federally related mortgage loan." In its reply brief Pacific states, "there is nothing in evidence to state that Pacific did not meet one of the requirements of the [DIDMCA]...." Neither, however, was there anything in evidence to state that Pacific did meet the requirements of the DIDMCA and it is Pacific's burden to show that the DIDMCA applies.

We shall next address whether the lower court correctly determined, on the motions for summary judgment, that the MCLL governs this loan. Pacific first contends that any loan governed by s 12-103(b) cannot simultaneously be governed by the MCLL. Since Pacific has failed to show that the loan in this case is governed by s 12-103(b), we shall not address this issue. Next, Pacific contends that the MCLL does not apply to any loans secured by a first mortgage. We disagree. It is possible for the MCLL to govern a loan secured by a first mortgage if the loan meets the requirements of the MCLL. In its brief, Pacific argues that the MCLL did not apply to this loan because it was not a licensee under the MCLL. During the hearing, however, Pacific claimed that it was a licensee under s 12-314(b)(3) of the Commercial Law Article. Section 12-314(b) provides:

(b) Loans unenforceable; exceptions.-(1) A loan made in the amount of \$6,000 or less, whether or not the loan is or purports to be made under this subtitle, is unenforceable if a rate of interest, charge, discount, or other consideration greater than that authorized by the laws of this State is contracted for by any person unless the excess rate contracted for is the Copr.(C) West 1994 No claim to orig. U.S. Govt. works.

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result of a clerical error or mistake and the person corrects the error or mistake before any payment is received under the loan.

(2) The person who is neither a licensee nor exempt from licensing may not receive or retain any principal, interest, or other compensation with respect to any loan that is unenforceable under this subsection.

(3) This subsection does not apply to a person who is a licensee or who is exempt from licensing under this subtitle. [Emphasis added.] If Pacific was a licensee under s 12-314(b)(3), then Pacific would be licensed under the MCLL. Pacific's admission that it was a licensee under s 12-314(b)(3) might have been an attempt to escape the provisions of s 12-314(b)(2). For whatever reason Pacific claimed it was a licensee at the hearing, its admission that it was a licensee precludes it from claiming on appeal that the lower court erred when the court found it was a licensee.

Pacific has not met its burden of showing that the applicable state law has been preempted by federal law as to its loan to appellee. Further, Pacific cannot now argue that the MCLL does not apply to its loan to appellees. The trial court applied the correct law and properly granted summary judgment for appellee.

8.

Appellants contend that the court improperly found their actions were willful. Barclay argues its actions were not willful because it was merely the assignee of the mortgage. We disagree. Md. Rule 2-433(a)(3) permits a court to enter "a judgment by default that includes a determination as to liability and all relief sought by the moving party against the failing party." A judgment by default constitutes an admission by the defaulting party of its liability for the causes of action set out in the complaint. *Gotham Hotels v. Owl Club*, 26 Md. App. 158, 173 (1975). Barclay's claim that, as an assignee, its actions with respect to the loan can not be willful goes to the issue of its liability and can not be raised on appeal.

As to whether Pacific's actions were willful, Md. Code (1990 Repl. Vol.) s 12-313 of the Commercial Law Article provides that:

If any amount in excess of the charges permitted by this subtitle is ... contracted for, charged, or received by a licensee ... and (1) if the excess charge was made willfully for the benefit of the lender, then the lender may not receive or retain any interest or compensation with respect to the loan. In *Allnutt v. State*, 59 Md. App. 694, 699 (1984), we approved the following jury instruction:

Willfulness may be established through proof, that Mr. Allnutt's failure ... constituted a voluntary intentional violation of a known legal duty. In other words, the State must prove that Mr. Allnutt must have known clearly and without a doubt, that he had a legal duty which was clearly stated to him.... Pacific's contention that its action were not willful is essentially based on its assertion that it did not realize the loan was governed by the MCLL and thus it could not have violated a known legal duty. The instruction we approved in *Allnutt*, however, defined willfulness in a criminal context. There is a distinction between when an act is willful in a civil action and when the act is willful in a criminal action.

In a civil action, the word [willfully] often denotes an act which is intentional, or knowing, or voluntary, as distinguished from accidental. But when used in a criminal context it generally means an act done with a bad

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PAGE 11 (Publication page references are not available for this

purpose; without justifiable excuse; stubbornly, obstinately, perversely. The word is also employed to characterize a thing done without ground for believing it is lawful or conduct marked by a careless disregard whether or not one has the right so to act.

Black's Law Dictionary 1600 (6th ed. 1990).

Pacific does not dispute the fact that it intentionally, knowingly and voluntarily charged points on this loan; it admits it and argues it was proper. We earlier held that state law was not preempted as to this loan. Therefore, by charging points on the loan, Pacific violated s 12-306(d), which provides that a lender "may not contract for, charge, or receive interest in advance...." Pacific did not accidentally charge points on this loan; it intentionally, knowingly, and voluntarily charged points. Thus, Pacific acted willfully. The court did not err in granting appellee's motion for summary judgment.

JUDGMENTS AFFIRMED; COSTS TO BE PAID ONE-HALF BY BARCLAY AND ONE-HALF BY PACIFIC.

FN1. No other limitation issues were asserted.

FN2. It appears that the complaint was amended for the sole purpose of serving Barclay.
END OF DOCUMENT

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CIVIL DIVISION

MAMIE JEFFERSON * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY * BALTIMORE CITY
Defendant * CASE NO.: 93251040
CL169713
* * * * *

REQUEST FOR HEARING

Madame Clerk:

Please set Defendant Ford Motor Credit Company's Motion to Dismiss, or, in the alternative, for Summary Judgment for Lack of Subject Matter Jurisdiction in for a hearing before the Court.

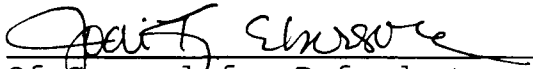
THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 1994, a copy of the foregoing Request for Hearing was mailed, first class, postage pre-paid to: Mercedes Samborksy, Esquire, 309 Garnett Road, Joppatowne, Maryland 21085, Attorney for Plaintiff.



Of Counsel for Defendant

MAMIE JEFFERSON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
FORD MOTOR CREDIT COMPANY	*	BALTIMORE CITY
Defendant	*	CASE NO.: 93251040
		CL169713
* * * * *	*	* * * * *

ORDER

Defendant, Ford Motor Credit Company's Motion to Dismiss or in the alternative for Summary Judgment for Lack of Subject Matter Jurisdiction, and any responses or replies thereto having been read and considered, and argument having been heard, it is this day of , 1994, by the Circuit Court for Baltimore City,

ORDERED, that the Motion to Dismiss be, and the same hereby is, GRANTED; and it is further,

ORDERED, that the above-entitled action be, and the same hereby is, dismissed.

 JUDGE, Circuit Court for
 Baltimore City

cc: Robert L. Ferguson, Jr., Esquire
 Jodi K. Ebersole, Esquire
 4th Floor, The World Trade Center
 Baltimore, Maryland 21202-3091

Mercedes Samborsky, Esquire
 309 Garnett Road
 Joppatowne, Maryland 21085

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CIVIL DIVISION

MAMIE JEFFERSON * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY * BALTIMORE CITY
Defendant * CASE NO.: 93251040
CL169713
* * * * * * * * * *

MOTION FOR SUMMARY JUDGMENT AS TO EMOTIONAL/MENTAL
DISTRESS AND PUNITIVE OR EXEMPLARY DAMAGES

Defendant, Ford Motor Credit Company by THIEBLOT, RYAN, MARTIN & FERGUSON, ROBERT L. FERGUSON, JR. and JODI K. EBERSOLE, its attorneys, hereby moves, pursuant to Maryland Rule 2-501, for summary judgment as to Plaintiff's claim for emotional/mental distress and punitive or exemplary damages, and as reason therefore says:

1. Plaintiff claims to be entitled to punitive damages on general grounds: 1) that she was spoken to in a "demanding tone" by Defendant's employees; and, 2) that the repossession resulted solely because of racial bias.

2. Plaintiff is required to prove actual malice in order to recover claim for punitive damages in this conversion action. There is no evidence upon which this claim can be based.

3. Plaintiff claims to be entitled to emotional/mental distress damages in her claim for conversion and wrongful repossession. There is no evidence upon which this claim can be based.

4. There is no genuine dispute as to any material fact and Defendant Ford Motor Credit Company is entitled to judgment as a matter of law.

5. Defendant Ford Motor Credit Company adopts the Memorandum offered in support of this Motion.

WHEREFORE, for the reasons set forth above and in the accompanying Memorandum, Defendant, Ford Motor Credit Company respectfully request that this Court enter an Order that emotional/mental distress and punitive or exemplary damages are excluded from any claims for damages by the Plaintiff in the above-entitled action, and for any further relief as the Court may deem appropriate.

THIEBLOT, RYAN, MARTIN & FERGUSON

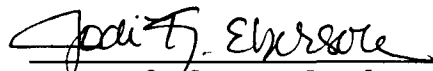
By: Robert L. Ferguson, Jr.
ROBERT L. FERGUSON, JR.

Jodi K. Ebersole
JODI K. EBERSOLE
4th Floor
The World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140
Attorneys for Ford Motor
Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 1994, a copy of the foregoing Motion for Summary Judgment as

to Punitive Damages and accompanying Memorandum was mailed, by first class mail, postage prepaid, to Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, Attorney for Plaintiff.


Counsel for Defendant

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CIVIL DIVISION

MAMIE JEFFERSON, * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY
Defendant * CASE NO.: 93251040
CL169713

* * * * *

MEMORANDUM IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT AS TO EMOTIONAL/MENTAL
DISTRESS AND PUNITIVE OR EXEMPLARY DAMAGES

Defendant Ford Motor Credit Company, by its attorneys, Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr. and Jodi K. Ebersole, in support of its Motion for Summary Judgment as to Emotional Distress and Punitive or Exemplary Damages, files this Memorandum.

STATEMENT OF FACTS

On July 21, 1989, Plaintiff entered into an installment contract for the purchase of a 1989 Lincoln automobile. See Plaintiff Deposition at p. 7, Exhibit A (hereinafter "Plaintiff's Deposition"). This contract was assigned, pursuant to its terms, to Ford Motor Credit Company. Plaintiff commenced making payments on this account. The contract provides:

F. Default: You will be in default if you fail to make any payment when it is due, or if a bankruptcy petition is filed by or against you, or if you fail to keep any other agreement in this contract. If you do to cure default where allowed by law, the Creditor may require you to pay at once all remaining payments less a refund of part of the Finance Charge. He may repossess (take back) the vehicle too

without judicial process. He may also take goods found in or on the vehicle when repossessed and hold them for you.

See, Exhibit B, Maryland Motor Vehicle Retail Installment Contract.

On or about March 25, 1991, Plaintiff filed for Chapter 13 bankruptcy protection in the United States Bankruptcy Court for the District of Maryland. An automatic stay was entered on Plaintiff's behalf. On September 13, 1991, the Bankruptcy Court entered a Consent Order Terminating the Automatic Stay. The Consent Order stipulated:

...and it is further, ORDERED, that [Ford Motor Credit Company] shall not exercise its rights against the vehicle provided that [Plaintiff Jefferson] pays [FMCC] the contractual monthly payments of \$672.62 each commencing on or before August 20, 1991 and continuing on or before the 20th day of all consecutive following months until the end of the term of the contract for purchase of the vehicle; and provided that [Plaintiff] successfully prosecutes a chapter 13 plan to cure the pre-petition default on her account with [FMCC]; and it is further

ORDERED, that if Respondent fails to make the payments described above, and if the default is not fully cured within nine (9) days after [FMCC] mails notice of default [Plaintiff] and her counsel, then [FMCC] may exercise its rights against the vehicle upon its filing of an Affidavit of Default.

See Exhibit C, Consent Order Terminating Automatic Stay. This Consent Order required the Plaintiff to make monthly payments on the account. The Consent Order also gives FMCC the unconditional right, upon default, to repossess the vehicle after advising the Bankruptcy Court by Affidavit that the

account was in default.

Plaintiff fell behind in her payments and admits that, in August of 1992, she was in default of her obligations under the contract and pursuant to the Consent Order. Plaintiff's Deposition, p. 37 and 40. As a result of this default, Defendant filed an Affidavit of Default with the Bankruptcy court. See Exhibit D, Affidavit of Default dated August 6, 1992. It is undisputed that Ms. Jefferson was in default of her obligations at that time, and FMCC was entitled to repossess the vehicle pursuant to the Bankruptcy Order. This repossession could have occurred in August of 1992 or upon any subsequent default, if the August, 1992 default was cured. See Exhibit B, Exhibit D.

Plaintiff alleges that she continued making payments on the vehicle until February, 1993. However, Plaintiff admits that her payments were made one month after their due date. In her Complaint, Plaintiff alleges that, as of February 19, 1993, her payment due January 20, 1992 had not been made. Plaintiff's Complaint, ¶ 11. This payment was made by mailing it to FMCC's address in Philadelphia. See Exhibit E, Deposition of Roy Bagley at p. 96. The payment was received and credited to Plaintiff's account on February 24, 1993. Exhibit F, Defendant's Answer to Interrogatory No. 21. Plaintiff also admits that her February 20, 1993 payment had not been made by its due date. See Plaintiff's Complaint, ¶

11 and 12. On February 23, 1993, prior to the time the January 20, 1993 payment had been received by FMCC, a Notice of Default and Intent to Repossess was mailed to Plaintiff. This Notice stated that Plaintiff was in default of her contractual obligations for failure to make her payments due January 20, 1993 and February 20, 1993. See Exhibit G, Notice of Default and Intent to Repossess dated February 23, 1993.

Plaintiff's Complaint consists of one count for Conversion and Wrongful Repossession. In support of these allegations, Plaintiff alleges:

18. At all times the Defendant knew that the Plaintiff was undergoing severe stress due to her bankruptcy, that the loss of her vehicle would make Plaintiff lose one of her jobs, that the vehicle provided Plaintiff with the transportation she needed to be on time when she went from one job to another, that the Plaintiff would not be able to purchase another vehicle because she was unable to obtain credit, that the Plaintiff's other assets were part of her bankruptcy estate unavailable for her use, and that the loss of Plaintiff's vehicle was therefore calculated to cause Plaintiff severe mental and emotional distress.
19. Defendant's motives in issuing the improper notice and in repossessing plaintiff's vehicle were malicious, done with evil intent and with deliberate motive and intent to injure the plaintiff. The defendant succeeded in doing so.

At her deposition Plaintiff was asked:

- Q. The first sentence of [¶ 18 of the Complaint says:] "At all times the

Defendant knew that the Plaintiff was undergoing severe stress due to her bankruptcy," I would like to know what severe stress the bankruptcy placed you under, as you're stating here in your complaint.

A. The bankruptcy I filed, I had no problem with that...

Plaintiff's deposition, p. 92-93. With respect to Plaintiff's contention that the FMCC repossession of her vehicle was calculated to cause mental distress, Plaintiff testified during her deposition:

Q. What facts do you have which support your contention that Ford Motor Credit Company knew that the loss of your vehicle would cause you to lose one of your jobs?

A. I was thinking that they were in contact with my attorney, I don't know, well, to write the paper, Grossbart,¹ sure they were in contact with each other. And I wasn't sure, you know, what would have transpired when, you know, I don't know how they talk or what happens, but I know there was a failure to answer a motion one time, and that bothered me.

Q. Do you have any other facts to support your contention that Ford Credit knew that the loss of your vehicle would cause you to lose one of your jobs?

A. That's the same thing you just asked me.

Q. I'm asking if you have anything else. I want to make sure that you tell me all of it, any other facts that support that contention.

A. If you file bankruptcy, you know, nobody

¹ Mr. Grossbart is Plaintiff's bankruptcy attorney.

is going to let you buy another car because your credit, they go by your credit rating, and if I didn't have a job, then filed bankruptcy, how would I get to work or how would I do anything without a vehicle? They knew that. I felt that they did it because of malice, it's nobody going to tell me, getting work, getting extra work, getting a new vehicle, all these are negative strikes against you, you wouldn't be able to go out and have good credit anymore. I had a 10 rating before I filed bankruptcy.

Q. So it's your contention then that Ford Credit took all of these facts into consideration when they decided to repossess your vehicle.

MS. SAMBORSKY: What factors? I'm not sure I understand the question.

MR. RUSSO (counsel for FMCC): Is it your contention that Ford Motor Credit Company took those factors you just listed regarding your credit into consideration when they made their decision to repossess your vehicle?

A. I'm sure they did.

Q. What facts do you have to support your contention that Ford Credit took all of these facts into consideration when they made their decision to repossess your vehicle?

A. They know rules. They know laws. I mean if I know that much, I'm sure they do, that you just can't go out and do like you did when you were 20 years old.

Q. Do you have any evidence to support that contention, or is it just something that you --

A. That's the way I feel. I feel that way, that it was done without, you know, they gave it thought. It was an attempt to harm me or damage me in any way.

Plaintiff's Deposition at p. 100-103 (emphasis added).

To support her contention that she is entitled to punitive damages in this case, Plaintiff alleges in her Answers to Interrogatories that:

[B]ecause of malice towards Plaintiff and because Plaintiff is a black person purchasing a luxury vehicle, defendant's employees refused to rescind the wrongful repossession order and had her vehicle repossessed.

Exhibit F, Plaintiff's Answer to Interrogatory No. 24.

Plaintiff further stated in her discovery responses:

Defendant's white employees knew that I had made the payments because I told them I did...[FMCC's employees] refused to correct my account records to reflect all the payments. FMCC and its employees did so maliciously because they didn't like to see a black person driving a luxury car and to get even with me because I complained to them about FMCC's accounting errors.

Exhibit F, Plaintiff's Answer to Interrogatory No. 26. During her deposition, Plaintiff alleged that FMCC knew she was black because she had to state this on her credit application. Plaintiff's deposition, p. 52. After being shown her credit application, Plaintiff conceded that this form did not contain a statement regarding her race. Plaintiff Deposition p. 55-57. She also testified during her deposition that she knew Plaintiff's employees were white:

Q. How do you know whether those employees are white?

A. Well, I think I'm intelligent enough to be able to distinguish a white voice, a black voice, an Asian voice, different kinds of accents.

Q. So it was from the voice that you heard on the telephone that you were able to tell that they were white?

A. Yes, and the name

Q. The name?

A. Yes.

Q. You can tell a white person by his name?

A. Sometimes. I work with all kinds of people.

Q. And you can tell all their names?

A. Sometimes I can.

Q. Their race?

A. Right.

Plaintiff's deposition, p. 53. Plaintiff makes no further contentions of fact regarding the alleged racial bias as a motivation of malice towards her.

Plaintiff also alleges in her complaint that FMCC's employees did not like her because "her attitude was not submissive or begging but was demanding, and she demanded that the defendant's employees correct their own error and rescind the notice." Plaintiff's Complaint ¶ 17. When asked during her deposition what facts she had to support her contention that defendant's employees did not like her, she responded that Plaintiff's employees spoke to her in a "curt", "not very polite" and "demanding" manner. Plaintiff was asked:

Q. How do you know that they disliked you because you weren't submissive or begging? Did anyone ever say that to

you?

A. Directly, no. But the attitudes toward me on the verbal conversation, the statement they were making to me.

. . . .

Q. How did they demand -- you said they were demanding. What do you mean by that?

A. Demanding, they commanded me to go, I told them I had made the payments that were in question, November, December, and January's payment. They demanded me to take the certified checks up to Archway Ford, have them faxed over to the bank to see when they were cashed, endorsed by Ford Motor, and they told me the date and the amount. So I asked them would you care to call. They said no, you do that and we will just wait.

Q. Did anyone at Ford Credit ask you to be submissive or begging?

A. Not directly.

Plaintiff's Deposition, p. 44, 46, 50

ARGUMENT I

There is no evidence in Plaintiff's claim for damages in this conversion case to support an award of damages for mental and emotional distress.

The rule regarding recovery of damages for mental and emotional distress resulting from a conversion is set forth in *Abbott v. Forest Hill Bank*, 50 Md. App. 447, 483 A.2d 387 (1984). In *Abbott*, the plaintiff filed suit for the wrongful conversion arising out of the repossession of a vehicle. Damages for embarrassment, inconvenience, upset, severe fright

and emotional distress were requested by the plaintiff. The issue on appeal was whether damages for emotional and mental distress could properly be awarded in an action for conversion.

Generally, conversion damages are limited to the "fair market value of the property at the time of the conversion, with legal interest running to the date of the verdict." *Abbott*, 483 A.2d at 390 (citing *Checkpoint Foreign Car Aservic, Inc. v. Sweeny*, 250 Md. 251, 253, 242 A.2d 148 (1968)). However, the Court ruled:

If the act, however, is inspired by fraud or malice, mental suffering is a proper element. To recover, the Plaintiff must allege either notice of the mental distress or that the act was calculated to cause mental distress.

Abbott, 483 A.2d at 391.

While *Abbott* dealt with the issue of what must be alleged in a Complaint in order for a claim for emotional and mental distress in conversion cases to sustain a demurrer, it follows that in order to recover for such damages, there must be some evidence to support the allegations in the Complaint. General allegations in a Complaint are not sufficient to defeat a Motion for Summary Judgment. *Vanhook v. Merchanges Mutual Ins. Co.* 22 Md. App. 22, 321 A.2d 540 (1974); *Washington Homes, Inc. v. Interstate Land Dev. Co.*, 281 Md. 712, 382 A.2d 55 (1978). The party opposing the Motion for Summary Judgment must produce facts to show a genuine dispute of

material fact. *Hill v. Lewis*, 21 Md. App. 318 A.2d 850, cert. denied, 272 A.2d 742 (1974). Where all the facts in the case show that there is no genuine dispute as to any material fact, and movant is entitled to judgment as a matter of law, the Motion for Summary Judgment should be granted. MD. RULE 2-501 (a) (e).

In this case, in order to recover damages for mental and emotional distress, Plaintiff must prove that she was under severe emotional distress prior to the repossession and that FMCC knew she was under severe stress, or that FMCC's repossession of the vehicle was calculated to cause mental distress. See *Abbott*. With respect to the first alternative, Plaintiff alleged "[FMCC] knew that the Plaintiff was undergoing severe stress due to her bankruptcy." See Plaintiff's Complaint, ¶ 18. As discussed earlier, Plaintiff testified during her deposition that the bankruptcy caused her no problems. See Plaintiff's deposition, p. 92-93.

With respect to the required element that FMCC's actions in repossession were caused by mental stress, Plaintiff stated only that she "felt" that FMCC was acting in an attempt to hurt her. She had no evidence to support this contention, other than her "belief" that FMCC was acting in an attempt to hurt her.

Beliefs, allegations and unsupported conclusions are insufficient to prove a claim for damages or to defeat a

Motion for Summary Judgment. As such, Defendant's Motion for Partial Summary Judgment with respect to Plaintiff's claims for damages for mental and/or emotional distress should be granted, and Plaintiff's claim for damages for mental and/or emotional distress should be dismissed.

ARGUMENT II

There is no evidence in this case to support an award of punitive damages

In order for a conversion case to warrant punitive damages "actual malice" must be proven. *McLung-Logan Equipment Co. v. Thomas*, 226 Md. 136, 172 A.2d 494 (1961); *Abbott v. Forest Hill State Bank*, Md. App. 447, 483 A.2d 387 (1984). Actual malice has been defined as acting "with an evil or rancorous motive influenced by hate, the purpose being to deliberately and willfully injure." *Miller v. Schaefer*, 80 Md. App. 60, 559 A. 2d 813 (1989). Plaintiff is unable to offer any proof of such malice.

Plaintiff admits that she signed the Maryland Vehicle Retail Installment Contract relative to the financing of the subject vehicle. Deposition of Plaintiff at 7, Exhibit A.² This contract expressly permits Ford Credit to repossess the vehicle upon default. See contract on reverse side at paragraph F. Moreover, the Consent Order terminating the

² All referenced deposition pages and exhibits are appended to this Motion and are incorporated herein by reference.

automatic stay, provides this unconditional right to Ford Credit upon default. See Plaintiff's Deposition at p. 29 and Exhibit C.

On or about August 6, 1992, Plaintiff submitted an Affidavit of Default to the Bankruptcy Court. At her deposition Plaintiff admitted that this Affidavit was accurate and that on the dates in question she was in default.

It is undisputed that, at least during one period after the stay was lifted, Jefferson was in default of her payments. Thus, pursuant to the Bankruptcy Order, Ford Credit was permitted to repossess the vehicle at that time or upon any subsequent default.

Plaintiff alleges in her complaint that she is entitled to punitive damages for three reasons: (1) Defendant was motivated by malice, (2) Defendant's employees were curt and impolite to her when she spoke with them on the telephone and (3) FMCC's employees did not like Plaintiff because she was black.

If Plaintiff is to succeed in her claim for punitive damages, she must prove that in repossessing the vehicle it was FMCC's sole motive to injure her. See *Aeropesca v. Butler Aviation Interns, Inc.*, 44 Md. App. 610, 411 A.2d 1055 (1980). The evidence shows that even as early as August of 1992, FMCC was totally within its rights to repossess the subject vehicle. Indeed, as evidenced by FMCC's efforts to lift the

stay and its filing of the Affidavit of Default, FMCC was motivated to regain possession of the vehicle. It is important to note that there are no allegations that Ford Credit, as of August, 1992, had any improper motives to repossess the vehicle. The only reasonable inference is that FMCC intended to repossess the vehicle to protect its financial interest in it. It follows that this financial motivation still existed when FMCC ultimately repossessed the vehicle in March, 1993.

Plaintiff, in her deposition, described Ford Credit's employees tone as "curt, it was not very polite, it was demanding..." Plaintiff's Deposition, at p. 43. She further explained that when a dispute arose as to whether payments were due or whether they had been made, FMCC required her to take certain actions. She describes these requirements as follows:

Demanding, they commanded to go, I told them I had made the payments that were in question, November, December and January's payment. They demanded me to take the certified checks up to Archway Ford, have them fax over to them. I did that. Then they commanded to call the bank. I called the bank to see when the checks were cashed. They said they were cashed, endorsed by Ford Motor, and they told me the date and the amount. So I asked them would you care to call. They said no, you do that and we will just wait.

Plaintiff's Deposition at p. 46. See Plaintiff's Deposition, p. 43-46 for the complete discussion of the "demanding" tone used by FMCC's employees.

Plaintiff alleges that Ford Credit wanted her to be submissive or begging. Plaintiff testified as follows:

Q. Did anyone at Ford Credit ask you to be submissive or begging?

A. Not directly

In *Battista v. Savings Bank of Baltimore*, 67 Md. App. 257, 507 A.2d 203 (1986) the Court of Special Appeals considered whether the circumstantial evidence presented by the Plaintiff was sufficient to support and award of punitive damages. This evidence included circumstantial evidence regarding carelessness in processing a ten-day letter, discourteous and negligent behavior on the part of the Defendant's employees and one instance of actual hostility. A bank employee had an angry verbal exchange over the telephone with the Plaintiff when she refused to tell him where the car was located. He warned Plaintiff "it would cost her" if she attempted to fight the bank. The above behavior, including the heated exchange and threat from Defendant was held insufficient to support a claim for punitive damages against a creditor.

In the instance case, the communications which the Plaintiff characterizes as "curt" and "discourteous" fail to support Plaintiff's claim for punitive damages. The demands allegedly made by the Defendant do not even rise to the level of the threats made in *Battista*. Accordingly, they cannot be

found to support a claim for punitive damages.

In her Amended Answer to Interrogatory No. 24, Plaintiff contends that Ford Credit exhibited malice towards her because Plaintiff "is a black person purchasing a luxury vehicle." In her Amended Answer to Interrogatory No. 26, Plaintiff further alleges that: "Defendant's white employees knew that I had made payments because I had told them I did...[and that Ford Credit refused to correct the account] because they didn't like to see a black person driving a luxury car and to get even with me because I complained to them because FMCC's account errors." See Exhibit H.

The only evidence Plaintiff produced during her deposition to support her belief that FMCC knew she was black is her testimony that she had stated this on her credit application. Plaintiff's Deposition at 52. She testified that she "knew" that Ford Credit's employees were white because of their voices and because of their names.

Plaintiff later conceded that the application form she filled out did not contain a statement regarding her race. See Plaintiff's Deposition at 55-57. There are not further contentions of fact regarding this racial bias Plaintiff contends the Defendant had for her.

The Plaintiff's contention that the Defendant was racially biased against her is solely the Plaintiff's speculation and conjecture. There are no facts at all upon

which this contention can be made. Plaintiff has made no allegations of racial slurs, derogatory language or any "facts" or evidence to support this tenuous claim. Indeed there has been no evidence presented by Plaintiff in discovery that the Plaintiff's race was known to Ford Credit. Plaintiff's claim is based solely upon the Plaintiff's belief that she can tell a person's race by the person's name and voice and that FMCC's employees enjoy this same talent. She speculates that Ford Credit's employees were a different race from hers and, therefore, they must have been motivated by that racial bias. As stated by the Honorable John R. Hargrove, United States Judge for the District of Maryland, "while it is apparent...that [Plaintiff] strongly believes that [Defendant] treated her unfairly and that such mistreatment was the result of gender bias, strenuously held beliefs, like conclusory allegations and unsupported conjecture, do not constitute evidence." See Exhibit I, *Miller v. USF&G Company*, The Daily Record, May 24, 1994, P. 1, 13.

For reasons set forth above Plaintiff's claim for punitive or exemplary damages must be dismissed and the Plaintiff should be prohibited from advancing any statement, argument or evidence as to these issues at the trial of this matter.

Thieblot, Ryan, Martin & Ferguson

By: Robert L. Ferguson, Jr. / yre
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor, The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 1994, a copy of the Memorandum in Support of Motion for Summary Judgment as to Emotional/Mental Distress and Punitive or Exemplary Damages was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, attorney for Plaintiff.

Jodi K. Ebersole
Of Counsel for Defendant

Page 1

1 Mamie Jefferson) In The
 2 Plaintiff) Circuit Court
 3) For
 4 vs.) Baltimore City
 5)
 6 Ford Motor Credit Company) Case Number:
 7 Defendant) 93251040 CL169713
 8 - - - - -
 9 The deposition of Mamie L. Jefferson was
 10 taken on Monday, April 11, 1994, commencing at
 11 10:00 a.m., at the law offices of Thieblot, Ryan,
 12 Martin & Ferguson, P.A., The World Trade Center,
 13 Baltimore, Maryland, before Kathleen P. Thompson,
 14 Notary Public.
 15 - - - - -
 16
 17
 18
 19
 20 BETZ & STROUSE, INC.
 114 West Mulberry Street
 21 Baltimore, Maryland 21201

Page 4

1 A. No.
 2 Q. As I'm sure your lawyer has told you
 3 what this is, I'll just make sure that we're all
 4 straight.
 5 I'm going to be asking you questions
 6 under oath. You have to give the answers, you have
 7 to say them loud enough so that this lady can hear
 8 you. The answers have to be a yes or a no. Uh-uh
 9 or uh-huh or a head shake doesn't make sense when
 10 it makes it to the paper.
 11 MS. SAMBORSKY: if the question calls for
 12 a yes or no answer and she can give it. But you
 13 don't want to mislead the witness, she can answer
 14 any way she thinks appropriate as long as it's
 15 audible.
 16 Q. It is important that you make your
 17 answers understood in words as opposed to in
 18 gestures or sounds.
 19 If you don't understand a question,
 20 please don't answer it. Please let me know that
 21 you don't understand the question, and I'll try to

Page 2

1 A P P E A R A N C E S
 2
 3
 4 On behalf of the Plaintiff:
 5 Mercedes C. Samborsky, Esquire
 6
 7
 8 On behalf of the Defendant:
 9 Michael N. Russo, Jr., Esquire
 10
 11
 12
 13
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 15
 16
 17
 18
 19
 20
 21

Page 5

1 rephrase it so that you understand what is being
 2 asked. If, however, you don't express that you
 3 don't understand the question, then we'll assume
 4 that you've understood it.
 5 All right?
 6 A. Okay.
 7 Q. If at any time you need a break or
 8 another cup of coffee or go to the bathroom or
 9 anything, don't hesitate to ask.
 10 All right?
 11 A. (Indicating affirmatively.)
 12 Q. Ms. Jefferson, I understand that you
 13 filed a complaint in the Circuit Court for
 14 Baltimore City against Ford Motor Credit Company;
 15 is that true?
 16 A. Yes.
 17 Q. And is that complaint regarding a 1989
 18 Lincoln --
 19 A. Yes.
 20 Q. -- Town Car automobile?
 21 A. Yes, it is.

Page 3

1 P R O C E E D I N G S
 2 Whereupon --
 3 MAMIE L. JEFFERSON,
 4 a witness, called for examination, having been
 5 first duly sworn, was examined and testified as
 6 follows:
 7 EXAMINATION
 8 BY MR. RUSSO:
 9 Q. Ma'am, would you state your name,
 10 please?
 11 A. Mamie L. Jefferson.
 12 Q. And what is your address?
 13 A. 8408 Maymeadow Court.
 14 Q. In what town?
 15 A. Baltimore, Maryland, 21244.
 16 Q. What is your date of birth, please?
 17 A. 4-20-34.
 18 Q. And your Social Security number, please?
 19 A. 247-58-1172.
 20 Q. Mrs. Jefferson, have you ever given your
 21 deposition before?

Page 6

1 Q. And did you purchase that automobile?
 2 A. Yes, I did.
 3 Q. And if I talk about the automobile or
 4 the Lincoln, I'm talking about this 1989 Lincoln
 5 Town Car which is the subject of the complaint.
 6 Okay?
 7 A. Okay.
 8 Q. And when did you buy that vehicle?
 9 A. July 1989.
 10 Q. And where did you purchase it?
 11 A. Friendly Lincoln Mercury.
 12 Q. Where is Friendly Lincoln Mercury?
 13 A. Route 40.
 14 Q. Had you ever purchased vehicles from
 15 them before?
 16 A. No, I haven't. Not that particular car
 17 company.
 18 Q. I see.
 19 Who financed the purchase of this
 20 vehicle?
 21 A. Ford Motor Company.

1 Q. Would that be Ford Motor Credit Company,
 2 the party who you've sued in this case?
 3 A. Yes.
 4 Q. And how did it come about that Ford
 5 Motor Credit Company financed that purchase? Did
 6 you go to Ford Credit?
 7 A. No, they financed, the Ford Company
 8 spoke to them. I never went to them.
 9 Q. So the dealer arranged that financing
 10 for you?
 11 A. Yes, they did.
 12 Q. And did you sign a contract?
 13 A. Yes.
 14 Q. Relevant to the purchase of that
 15 vehicle?
 16 A. Yes, I did.
 17 Q. Would mark that, please, as Exhibit
 18 Number 1.
 19 (Jefferson Deposition Exhibit Number 1
 20 was marked for identification.)
 21 BY MR. RUSSO:

1 it, his supervisor.
 2 Q. Did you ask for that in writing, this 10
 3 day grace period that you say was in place?
 4 A. No, I didn't. And I was questioning the
 5 amount at the time, and did I have, you know, could
 6 he lower it, and he wanted more money down to lower
 7 it, and then he told me that I had a 10 day grace
 8 period to pay it.
 9 Q. And then you signed this contract after
 10 they told you about the 10 day grace period; is
 11 that right?
 12 A. Yes.
 13 Q. Do you have anything at all in writing
 14 referring to this 10 day grace period?
 15 MS. SAMBORSKY: Counsel, I would refer
 16 you to paragraph E on the back of your contract.
 17 MR. RUSSO: Counsel, I'm not interested
 18 in what the contract says. I'm interested in
 19 whether the witness has anything in writing.
 20 A. No, he didn't give me anything in
 21 writing.

1 Q. And I'll show you and your lawyer a
 2 document that's been marked as Jefferson Exhibit
 3 Number 1.
 4 And ask you if you've ever seen that?
 5 A. I have a copy of that.
 6 Q. You've seen a copy of that document
 7 before?
 8 A. Yes, I have.
 9 Q. And what is that document, ma'am?
 10 A. This is from the car company when I
 11 bought the, this is a purchase contract.
 12 Q. With which you bought the vehicle which
 13 is the subject of this litigation?
 14 A. Yes.
 15 Q. Is that your signature towards the
 16 bottom left-hand portion of the document?
 17 A. Yes, it is.
 18 Q. May I see that Exhibit, please,
 19 counsel?
 20 MS. SAMBORSKY: what is the date of that,
 21 Mr. Russo?

1 MS. SAMBORSKY: Excuse me. It's the back
 2 of your contract.
 3 A. It's --
 4 MS. SAMBORSKY: Excuse me --
 5 MR. RUSSO: Counsel, if you're going to
 6 testify, perhaps we should swear you in as well. I
 7 have questions for the witness.
 8 MS. SAMBORSKY: You're asking her if
 9 there is anything in writing. It's on the
 10 contract.
 11 MR. RUSSO: I'll rephrase my question.
 12 BY MR. RUSSO:
 13 Q. Ma'am, you have that contract which is
 14 marked as Exhibit Number 1.
 15 A. Yes.
 16 Q. With the exception of the contract which
 17 is marked as Exhibit Number 1, the question is do
 18 you have anything or anything else in writing which
 19 refers to a 10 day grace period?
 20 A. He didn't give me anything specific,
 21 another document, no. He gave me the contract,

1 MR. RUSSO: The date of the contract?
 2 MS. SAMBORSKY: Yes.
 3 MR. RUSSO: It's marked in the upper
 4 right-hand corner, 7-21-89.
 5 BY MR. RUSSO:
 6 Q. If I told you this document is dated
 7 July 21, 1989, does that sound about right for the
 8 date that you bought the vehicle?
 9 A. Yes.
 10 Q. What were the terms of financing? How
 11 much were you supposed to pay, and when were you
 12 supposed to pay it?
 13 A. The terms was \$672.62.
 14 Q. And how often --
 15 A. And I was supposed to pay it on the 20th
 16 of the month, but I had a 10 day grace period, they
 17 told me when I purchased it.
 18 Q. Who told you when you purchased it you
 19 had a 10 day grace period?
 20 A. The salesperson that I purchased the
 21 car, and after I talked to the person to confirm

1 this is all he gave me.
 2 Q. All right. Now, this contract says that
 3 the first payment is due August 20, 1989; is that
 4 right? Is that when the first payment was due
 5 under this contract?
 6 A. Yes.
 7 Q. Is that when you made your first
 8 payment?
 9 A. Yes.
 10 Q. And do you know how many payments --
 11 MS. SAMBORSKY: May I take a peek at the
 12 contract, please?
 13 Q. Was your first payment made on time?
 14 A. Yes.
 15 Q. Was your second payment made on time?
 16 A. Yes.
 17 Q. Were all your payments made on time
 18 under this contract?
 19 A. All the payments were made until, I came
 20 out of bankruptcy.
 21 Q. So up until the point where you filed

1 Q. Or insufficient funds.
 2 MS. SAMBORSKY: which one, counsel?
 3 Q. Did you have any checks, money orders,
 4 or any other methods of payment by which you paid
 5 Ford Credit relative to this transaction which
 6 checks were returned for insufficient funds?
 7 A. No, I don't recall any being returned,
 8 no.
 9 Q. Were you ever assessed any late payments
 10 -- strike that.
 11 Did you ever pay any late payments for
 12 payments being late on this account?
 13 A. I paid a one time late payment.
 14 Q. How many days late were you on that
 15 occasion?
 16 MS. SAMBORSKY: If you remember.
 17 A. I don't recall exactly how many days,
 18 but I paid the late fee once.
 19 Q. Do you recall how much that payment was?
 20 A. \$50 if I, yeah, \$50.
 21 Q. Who is Roy Lee Bagley?

1 Q. Did Roy Lee Bagley ever drive a Lincoln?
 2 A. He has a Lincoln, yes. His own.
 3 Q. He has his own Lincoln?
 4 A. Yes.
 5 Q. What year is that Lincoln?
 6 MS. SAMBORSKY: Objection.
 7 A. '69.
 8 Q. When did you file for bankruptcy?
 9 A. In 1990.
 10 Q. And --
 11 A. 1991.
 12 Q. I understand it was a Chapter 13
 13 bankruptcy?
 14 A. Yes.
 15 Q. Were you represented by counsel?
 16 A. Yes.
 17 Q. And who was your attorney?
 18 A. Robert Grossbart.
 19 Q. What is the status of that bankruptcy
 20 today?
 21 A. I'm still in it.

1 A. He's a friend of mine.
 2 Q. Did he ever drive this vehicle?
 3 A. No.
 4 Q. Did he ever use this vehicle for his
 5 personal purposes?
 6 A. No. As I stated before, I drove the
 7 vehicle.
 8 Q. Did he ever use this vehicle for
 9 business purposes?
 10 A. No, he didn't.
 11 Q. Did he ever arrange to have repairs or
 12 maintenance performed on this vehicle?
 13 MS. SAMBORSKY: I'm going to object and
 14 have any information concerning Roy Bagley's use of
 15 the vehicle stricken. No objection as to form but
 16 as to relevancy.
 17 MR. RUSSO: Counsel, as I'm familiar with
 18 the Maryland Rules and the Maryland Discovery, the
 19 only proper objections at a deposition are those as
 20 to form or those as to privilege. So unless you
 21 have an objection as to form or privilege, I would

1 Q. All right. Is it still a Chapter 13
 2 bankruptcy?
 3 A. Yes, it is.
 4 Q. Are you still paying according to the
 5 plan?
 6 A. Yes, I am.
 7 Q. Have you received a discharge of any of
 8 your debts to this point?
 9 A. No, not at this point, no.
 10 (Jefferson Deposition Exhibit Number 2
 11 was marked for identification.)
 12 BY MR. RUSSO:
 13 Q. Ms. Jefferson, I'll show you what's been
 14 marked as Exhibit Number 2, and ask you if you've
 15 ever seen that document before.
 16 MS. SAMBORSKY: He asked you did you ever
 17 see it before.
 18 A. Yes. This is terminating the automatic
 19 stay. That's all, this did not discharge any debt.
 20 Q. Is it your testimony that your
 21 understanding of this document entitled Consent

1 appreciate it if this deposition wasn't continually
 2 interrupted as to things that are inappropriate.
 3 MS. SAMBORSKY: I'm afraid that your
 4 understanding of the Maryland Discovery Rules and
 5 mine are slightly different. If I feel that there
 6 is any question asked that would not lead to any
 7 discoverable, or any information that might lead to
 8 evidence or the information requested is
 9 irrelevant, I will register an objection.
 10 BY MR. RUSSO:
 11 Q. Did Roy Lee Bagley ever use this vehicle
 12 for business purposes?
 13 MS. SAMBORSKY: Objection.
 14 Q. You can answer the question.
 15 A. No.
 16 Q. Did Roy Lee Bagley ever bring this
 17 vehicle in for maintenance or repairs?
 18 A. No.
 19 Q. What kind of vehicle does Roy Lee Bagley
 20 drive, if any?
 21 A. He drives an '89 truck.

1 Order Terminating Automatic Stay has nothing to do
 2 with the discharge of a debt?
 3 A. That's what I understood. That it's
 4 just terminating automatic stay from the
 5 bankruptcy.
 6 Q. And that terminating the automatic stay
 7 -- strike that.
 8 This order looks like it was entered by
 9 Judge Derby on September 13, 1991. Is that about
 10 the time frame that you became aware of this order,
 11 at that time or some time earlier? You knew about
 12 this consent order as your lawyer was signing for
 13 it; is that right?
 14 MS. SAMBORSKY: which question are you
 15 asking her, counsel?
 16 MR. RUSSO: That's well taken. We'll
 17 strike the question.
 18 BY MR. RUSSO:
 19 Q. My question is when did you first become
 20 aware that a consent order terminating the
 21 automatic stay was being entered with respect to

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1 Ford Motor Credit Company?
 2 A. It was mailed to the attorney, then
 3 mailed to me.
 4 Q. But was it about in September of 1991?
 5 A. Yes.
 6 Q. So you were aware of the term of this
 7 consent order, right?
 8 A. I contacted my attorney and he informed
 9 me what it was about.
 10 Q. And this consent order required you to
 11 make payments of \$672.62 on or before the 20th of
 12 each month; isn't that right?
 13 MS. SAMBORSKY: May I see the order,
 14 please?
 15 Q. Feel free to review it if you need to.
 16 (Jefferson Deposition Exhibit Number 3
 17 was marked for identification.)
 18 MS. SAMBORSKY: I'll object. The order
 19 speaks for itself.
 20 BY MR. RUSSO:
 21 Q. You were aware that the order required

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1 A. Can you repeat it?
 2 Q. Would you read it back?
 3 (The record was read as requested.)
 4 MS. SAMBORSKY: I'm going to object, and
 5 unless you include --
 6 MR. RUSSO: Counsel, I understand your
 7 objection. Are you instructing your client not to
 8 answer?
 9 MS. SAMBORSKY: Not the way the question
 10 is framed.
 11 MR. RUSSO: Upon what basis do you ask
 12 your client, upon what privilege do you ask your
 13 client not to answer the question?
 14 MS. SAMBORSKY: Your question is
 15 improper. It's an improper question, period,
 16 because that's not what the contract says,
 17 continued -- and it speaks for itself. The
 18 contract, the record incorporates the contract and
 19 that's not what you're doing.
 20 MR. RUSSO: I understand, counsel, that
 21 that is your position. Now my question is are you

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1 you to make payments on or before the 20th of each
 2 month; is that right?
 3 MS. SAMBORSKY: The order refers back to
 4 the contract, counsel, so anything that is in the
 5 contract would also be incorporated into the order
 6 even though it doesn't specify.
 7 MR. RUSSO: My inquiry is to whether the
 8 witness understands the nature of the order.
 9 A. Yes.
 10 BY MR. RUSSO:
 11 Q. And you understood that the order
 12 required you to make payments on or before the 20th
 13 of the month, right?
 14 MS. SAMBORSKY: But that is what the
 15 order requires. The order refers back to the
 16 contract. You're misleading the witness.
 17 Q. Ma'am, I'm going to read the second to
 18 last paragraph of the order: "Ordered, that movant
 19 shall not exercise its rights against the vehicle
 20 provided that respondent pays movant the
 21 contractual monthly payments of \$672.62 each

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1 instructing your client not to answer the
 2 question?
 3 MS. SAMBORSKY: The way it's framed, yes.
 4 MR. RUSSO: Based on the framing of the
 5 question you're instructing your client not to
 6 answer?
 7 MS. SAMBORSKY: That's correct. Your
 8 question is misleading.
 9 MR. RUSSO: I'm asking you now is there a
 10 privilege basis upon which you're instructing your
 11 client not to answer?
 12 MS. SAMBORSKY: No.
 13 MR. RUSSO: But you still continue to
 14 instruct your client not to answer?
 15 MS. SAMBORSKY: Ask her a question that
 16 properly states the, properly states the meaning of
 17 that order to a layman, and I'll instruct her to
 18 answer. The way it's framed you're attempting to
 19 get information out of her that isn't true, and
 20 because she is less educated than you are that's
 21 unfair.

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1 commencing on or before August 20, 1991 and
 2 continuing on or before the 20th day of all
 3 consecutive following months until the end of the
 4 term of the contract for purchase of the vehicle".
 5 You were aware of that provision, were
 6 you not?
 7 A. Yes.
 8 Q. And you were aware that that provision
 9 required you to make payments on or before the 20th
 10 of all consecutive months after August 20, 1991; is
 11 that right?
 12 MS. SAMBORSKY: I'm going to object to
 13 that because that specifically refers to the
 14 contract and there are certain exceptions in the
 15 contract providing for late payments and default
 16 notices and everything else that are not fully
 17 stated in there. So your blanket statement that
 18 she is required to make payments on or before the
 19 20th is incorrect. You're misleading the witness,
 20 and I object.
 21 Q. You can answer the question.

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1 MR. RUSSO: I don't know that she is less
 2 educated than I am.
 3 MS. SAMBORSKY: You can bet she is.
 4 MR. RUSSO: Is there a privilege basis --
 5 MS. SAMBORSKY: I already told you that.
 6 MR. RUSSO: You're continuing despite the
 7 lack of a privilege basis?
 8 MS. SAMBORSKY: The question is not
 9 proper. That order speaks for itself, and you're
 10 asking her information, you're asking her to admit
 11 something that is not correct according to that
 12 order.
 13 BY MR. RUSSO:
 14 Q. I show you what's been marked as Exhibit
 15 Number 3, and ask you if you've ever seen that
 16 document before.
 17 MS. SAMBORSKY: You may answer the
 18 question.
 19 Have you ever seen that before.
 20 Q. Have you ever seen that document before?
 21 A. This was sent to Mr. Grossbart.

1 MS. SAMBORSKY: He asked you if you ever
 2 saw it before.
 3 A. I don't remember seeing this document
 4 before.
 5 (Jefferson Deposition Exhibit Number 4
 6 was marked for identification.)
 7 A. Because a repossession was never
 8 mentioned on this date here.
 9 MS. SAMBORSKY: Just answer the question,
 10 you never saw it before.
 11 BY MR. RUSSO:
 12 Q. I show you what's been marked as Exhibit
 13 Number 4, and ask you if you've ever seen that
 14 document before.
 15 MS. SAMBORSKY: Have you ever seen this
 16 before?
 17 A. Part of it.
 18 MS. SAMBORSKY: If you've seen it -- if
 19 you don't remember you can say no. If you remember
 20 seeing it, you say so. If you didn't see it, you
 21 say so too.

1 exact amount then or not.
 2 Q. But in August of 1992 --
 3 A. I was out of bankruptcy then.
 4 Q. In August of 1992 were you two months
 5 late on payments on this account?
 6 A. That was two months then, yes.
 7 Q. At that time you were two months late?
 8 A. Yes. Uh-huh. But I did make up that
 9 payment because I paid it until '93.
 10 Q. Did you ever use Roy Lee Bagley's
 11 Lincoln?
 12 MS. SAMBORSKY: Objection.
 13 You can answer the question.
 14 A. After they took -- do you want me to
 15 answer it?
 16 MS. SAMBORSKY: Yes.
 17 A. After my car was repossessed, yes.
 18 Q. And how much did you use it after your
 19 vehicle was repossessed?
 20 MS. SAMBORSKY: Objection.
 21 A. I don't have a car. I don't have a way

1 A. Oh, yes.
 2 MS. SAMBORSKY: Yes what?
 3 A. Yes, I've seen it.
 4 BY MR. RUSSO:
 5 Q. When did you first see Exhibit Number 4?
 6 A. I don't recall the date I first saw it.
 7 But I did see it.
 8 MS. SAMBORSKY: May I see the date of
 9 that, please?
 10 A. It's a part of, you know, it's some
 11 other papers attached to that, and I remember
 12 seeing those words.
 13 Q. This affidavit is dated August 6, 1992.
 14 And it states that you failed to make, that "The
 15 respondent", and I'll tell you that is referring to
 16 you, "has failed to make the payments of \$672.62
 17 each due on or before June 20, 1992 and July 20,
 18 1992, pursuant to the Consent Order Terminating
 19 Automatic Stay dated September 13, 1991, in the
 20 total amount of \$1,345.24".
 21 Was that a true statement on August 6,

1 to get around.
 2 Q. Did you use it every day?
 3 A. I'm still using it, yes.
 4 Q. Were you the only one using that vehicle
 5 after your vehicle was repossessed?
 6 A. I'm the only person using it at this
 7 point.
 8 Q. Did you start using it right after your
 9 vehicle was repossessed?
 10 A. No, I could not use it then because I
 11 had to repair it. It wasn't running.
 12 Q. So then you paid to repair Mr. Bagley's
 13 vehicle?
 14 A. Yes.
 15 Q. And how long did it take for you to
 16 repair the vehicle -- strike that.
 17 When was the vehicle usable?
 18 A. It was usable around June, it was
 19 constant repairs.
 20 Q. June of which year?
 21 A. June of '92.

1 1992?
 2 MS. SAMBORSKY: Do you understand the
 3 question?
 4 A. I don't recall.
 5 Q. Please feel to free to look at the
 6 Exhibit again. The paragraph I read, I believe, is
 7 paragraph number 1.
 8 A. MS. SAMBORSKY: If you don't recall, you
 9 can state you don't recall. If you do recall, say
 10 so.
 11 A. Oh, yes, I do. I did see this.
 12 MS. SAMBORSKY: No, no, that's not what
 13 he's asking you.
 14 BY MR. RUSSO:
 15 Q. My question, ma'am, is that affidavit a
 16 statement of fact -- and it is dated August 6,
 17 1992. My question is was that statement of fact as
 18 shown on that affidavit accurate as of August 6,
 19 1992?
 20 A. I'm not positive. I don't want to say
 21 yes because I don't recall whether that was the

1 MS. SAMBORSKY: '92? Your vehicle wasn't
 2 repossessed until March of '93.
 3 Q. Your vehicle was repossessed in March of
 4 '93, right?
 5 A. Yes.
 6 Q. When did you first decide to have
 7 Mr. Bagley's vehicle repaired?
 8 A. I didn't have a vehicle so it was, he
 9 was carrying me places, and I didn't start repair
 10 until June.
 11 Q. Well, the vehicle was repossessed the
 12 first two weeks of March, 1993; is that right?
 13 A. Yes.
 14 Q. What vehicle were you driving the middle
 15 of March 1993, as of, say, March 15, 1993?
 16 A. I borrowed his truck.
 17 Q. And how often did you borrow
 18 Mr. Bagley's truck?
 19 A. I had to borrow it until I got the car
 20 repairable so it could take me from place to place.
 21 Q. So is it fair to say then you used his

1 truck for your transportation until the car was
 2 ready; is that right?
 3 A. Most times. He would transport me
 4 sometimes, and when he had to use it, and pick me
 5 up.
 6 Q. Now, you filed the complaint in this
 7 action on September 8, 1993; is that right?
 8 A. Yes.
 9 Q. Paragraph 17 of your complaint you
 10 state, and I'll quote, "Defendant's employees
 11 disliked plaintiff because her attitude was not
 12 submissive or begging but was demanding and she
 13 demanded that the defendant's employees correct
 14 their own error and rescind the notice".
 15 What facts do you have which support
 16 your contention that defendant's employees did not
 17 like you?
 18 A. Because the manner in which they were
 19 speaking to me, their manner was curt, it was not
 20 very polite, it was demanding, and their tone of
 21 voice to me, it just stunned me a bit.

1 MR. RUSSO: Are you instructing the
 2 witness not to answer the question?
 3 MS. SAMBORSKY: Of course not.
 4 BY MR. RUSSO:
 5 Q. How did they demand -- you said they
 6 were demanding. What do you mean by that?
 7 A. Demanding, they commanded me to go, I
 8 told them I had made the payments that were in
 9 question, November, December, and January's
 10 payment. They demanded me to take the certified
 11 checks up to Archway Ford, have them faxed over to
 12 them. I did that. Then they demanded me to call
 13 the bank. I called the bank to see when the checks
 14 were cashed. They said they were cashed, endorsed
 15 by Ford Motor, and they told me the date and the
 16 amount. So I asked them would you care to call.
 17 They said no, you do that and we will just wait.
 18 Q. Did you call?
 19 A. Yes, I called. I called them back and I
 20 told them that the bank said that you endorsed your
 21 checks, they were paid by Ford Motor, and they

1 And I constantly asked them to correct
 2 their records, and I told them that their records
 3 were wrong and these were accounting errors, and I
 4 kept insisting because the payments they had then
 5 that were in question, I told them I had already
 6 paid that, and they refused to rescind the
 7 possession order, that's what they told me, it was
 8 a verbal agreement, that if they find, you know,
 9 that the checks, that the payments were made, that
 10 they would rescind the repossession order. And I
 11 was talking to them about that, and they just
 12 wasn't very nice to me, that's all.
 13 Q. How do you know that they disliked you
 14 because you weren't submissive or begging? Did
 15 anyone ever say that to you?
 16 A. Directly, no. But the attitudes towards
 17 me on the verbal conversation, the statements they
 18 were making to me.
 19 Q. Did anyone raise their voice with you?
 20 A. Yes.
 21 Q. You say they were demanding. What facts

1 didn't understand how that could be.
 2 Q. What day of the month was this? What
 3 date was this that these conversations you refer to
 4 --
 5 A. I can't recall the day, but these three
 6 months were in question at the time, they talked to
 7 me in January in reference to November, December,
 8 January's payment. And that is what the hostility
 9 was about. And I had already paid it, and I told
 10 them I would repay it if they had not received
 11 them. They stated to me they had not received
 12 them.
 13 Q. Your vehicle was repossessed the
 14 beginning of March 1993?
 15 A. Yes.
 16 Q. Was your February 20th payment made at
 17 that time?
 18 A. I made that payment. I sent that
 19 payment over to them.
 20 Q. When did you make that payment?
 21 A. For 672, around the 20 something of

1 do you have to support your contention that they
 2 were demanding?
 3 MS. SAMBORSKY: Objection. That's been
 4 asked and answered. She said she told them it was
 5 an accounting error, they should check their books.
 6 MR. RUSSO: I understand her, counsel.
 7 MS. SAMBORSKY: I'm not testifying, I'm
 8 repeating her testimony.
 9 MR. RUSSO: I'm interested in the
 10 witness's testimony, not yours.
 11 My question was what facts does she have
 12 to support her contention that they disliked her.
 13 One of her answers were they were demanding. Now
 14 I'm inquiring as to the witness, as to what her
 15 interpretation or what facts she has regarding that
 16 portion of her answer that made reference to the
 17 demanding nature of the defendant's employees.
 18 MS. SAMBORSKY: She explained that to you
 19 already when she told you that they continued
 20 demanding payment after she told them it was an
 21 accounting error.

1 February. And it was returned back to me saying
 2 they're not going to accept any further payments.
 3 Q. You made the payment for February 20th
 4 after February 20th?
 5 A. It was about 20, 24, something like
 6 that.
 7 Q. When did you make the payment for June
 8 20th?
 9 A. What?
 10 Q. I'm sorry, I apologize. Constantly
 11 changing dates and numbers, it's a problem with
 12 me.
 13 When did you make the payment for
 14 January 20th?
 15 A. I made it in January, I don't recall
 16 what date it was, if it was prior to or after, but
 17 I made that payment. And, you know, I was giving
 18 them an argument, I think, because I was telling
 19 them that they had, you know, very high tech
 20 machinery, how could an error of that sort occur.
 21 And when I made the payment, this is two months or

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1 three months later, and they're telling me that
 2 they had not received the payment. And I became
 3 upset about it, and I was talking to them, and they
 4 weren't talking very nicely back to me.
 5 Q. Were you talking nicely to them?
 6 A. I was trying to explain my situation,
 7 and they would not accept it. But we haven't
 8 received it, and I just was saying how could this
 9 be. And I didn't understand their philosophy with
 10 all the technicality today that they didn't have
 11 better records.
 12 Q. Were you talking nicely to the Ford
 13 Credit employees?
 14 A. I was trying to explain myself, like I
 15 always do. That is my normal tone of voice.
 16 Q. How did you know they disliked you
 17 because you were not submissive or begging?
 18 MS. SAMBORSKY: Objection. She already
 19 answered this. She said by the tone of their
 20 voice. Counsel, how many times do we have to go
 21 back over the same thing?

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1 accounting errors".
 2 What facts do you have to support your
 3 apparent contention that Ford Credit and its
 4 employees knew that you were black?
 5 A. I made a contract, I was there, they
 6 financed my car.
 7 Q. So because you were at the dealer you're
 8 saying that Ford Credit and its employees knew that
 9 you were black?
 10 A. I had to make application with them and
 11 you had to put your race on.
 12 Q. You have to put your race on the
 13 application?
 14 A. On, on, on, I think making the
 15 application at that time. You have to put all of
 16 this information on the application.
 17 Q. What other information did you put on
 18 your application?
 19 A. Oh, I don't know. Where you live, your
 20 birth date, your jobs.
 21 Q. Your beginning of answer to 26, you

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1 Go ahead and answer it again.
 2 MR. RUSSO: Counsel, that is instructing,
 3 coaching the witness, you just said what you
 4 believe her testimony will be. You instructed her
 5 and coached her to answer it the same way.
 6 MS. SAMBORSKY: Have her read the answer
 7 back. She has answered that question, you asked
 8 her that already and she answered it.
 9 Go ahead and answer it again.
 10 I don't know how many times she is going
 11 to answer the same question.
 12 Go ahead. Answer his question.
 13 A. I already answered it.
 14 MS. SAMBORSKY: Would you please read
 15 back the question?
 16 MR. RUSSO: I'll strike the question.
 17 A. Okay.
 18 BY MR. RUSSO:
 19 Q. Did anyone at Ford Credit ask you to be
 20 submissive or begging?
 21 A. Not directly.

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1 state that, "Defendant's white employees knew that
 2 I had made the payments because I told them I did?"
 3 A. Yes.
 4 Q. How do you know whether those employees
 5 were white?
 6 A. Well, I think I'm intelligent enough to
 7 be able to distinguish a white voice, a black
 8 voice, Asian voice, different kinds of accents.
 9 Q. So it was from the voice that you heard
 10 on the telephone that you were able to tell that
 11 they were white?
 12 A. Yes, and the name.
 13 Q. The name?
 14 A. Yes.
 15 Q. You can tell a white person by his name?
 16 A. Sometimes. I work with all kinds of
 17 people.
 18 Q. And you can tell all their names --
 19 A. Sometimes I can.
 20 Q. Their race?
 21 A. Right.

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1 Q. What is your race?
 2 A. My race?
 3 Q. Yes.
 4 MS. SAMBORSKY: Answer the question,
 5 Mamie.
 6 Q. The reason --
 7 MS. SAMBORSKY: It's not hard.
 8 Q. If you know.
 9 MS. SAMBORSKY: Just answer the question,
 10 it's a legitimate question in this case.
 11 A. I'm a black person, considered black.
 12 Q. Well, when it comes out on paper that
 13 won't be clear. We're not going to put your
 14 picture on the front of the deposition so I wanted
 15 to ask you.
 16 Your answers to interrogatories, in your
 17 answer to amended interrogatory number 26 you state
 18 in the third full sentence, "FMCC and its employees
 19 did so maliciously because they didn't like to see
 20 a black person driving a luxury car and to get even
 21 with me because I complained to them about FMCC's

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1 (Jefferson Deposition Exhibit Number 5
 2 was marked for identification.)
 3 BY MR. RUSSO:
 4 Q. I'm going to show you what's been marked
 5 on the back as Jefferson Number 5, and ask you if
 6 you've ever seen that document before.
 7 Let your counsel read it first.
 8 Counsel, there is a question pending.
 9 MS. SAMBORSKY: Excuse me, can we take
 10 about three or four minutes for me to look at
 11 this? I would like to look at it carefully, I've
 12 never seen it before.
 13 (Discussion off the record.)
 14 MR. RUSSO: Counsel, are you going to
 15 discuss the Exhibit with the client?
 16 MS. SAMBORSKY: No, she's asking me what
 17 it says.
 18 MR. RUSSO: Well, maybe we can do that on
 19 the record.
 20 MS. SAMBORSKY: Excuse me, counsel. This
 21 is a copy of something obviously and there is some

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1 notation on the top that isn't complete.
 2 MR. RUSSO: May I see it, please?
 3 MS. SAMBORSKY: Yes.
 4 MR. RUSSO: This is the only document I
 5 have.
 6 MS. SAMBORSKY: I have no idea what that
 7 --
 8 MR. RUSSO: Since the writing on the
 9 document is in magic marker, and if you turn the
 10 document over you can see the magic marker has come
 11 through. I respectfully suggest that that would
 12 show that that's an original.
 13 MS. SAMBORSKY: But there was something
 14 else written on top, we have no idea what that is.
 15 Go ahead.
 16 BY MR. RUSSO:
 17 Q. Have you ever seen that document before,
 18 ma'am?
 19 A. Yes. My signature is on it.
 20 Q. And what is that document?
 21 A. This look like an application. It's an

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1 application.
 2 Q. Do you recall filling out that
 3 document?
 4 MS. SAMBORSKY: Are you asking her if she
 5 filled it out in her handwriting?
 6 A. No, somebody filled it out.
 7 Q. Did you apply your signature at the
 8 bottom of that document?
 9 A. Yes. Somebody did the writing on there.
 10 Q. When you applied your signature at the
 11 bottom of that document was the writing that's on
 12 it today on it then?
 13 A. Yes, it was filled out.
 14 Q. So your signature is dated 7-21-89. Was
 15 that about the time that you executed the document?
 16 A. Yes.
 17 Q. This is entitled Ford Motor Credit
 18 Company Application Statement.
 19 A. Uh-huh.
 20 Q. And this document doesn't request your
 21 race, does it?

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1 A. No, it doesn't say your race.
 2 Q. Did you fill out any other documents
 3 that requested you to put your race down?
 4 MS. SAMBORSKY: Excuse me, she didn't
 5 fill this out, evidently, she said that is not her
 6 handwriting.
 7 Q. Are you aware of any other documents
 8 which depict your race, or other documents that you
 9 executed in relation to the application on the
 10 financing of this vehicle?
 11 A. I filled out a lot of papers that day.
 12 I don't recall exactly all the papers and what
 13 exactly it had on it. The normal papers you would
 14 fill when you file application for a credit or
 15 financing.
 16 Q. This document states that you were
 17 employed by the Baptist Home of Maryland as a nurse
 18 in July of '89 and that you had worked there for
 19 nine years.
 20 Is that accurate?
 21 A. Yes.

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1 Q. When did you leave the Baptist Home of
 2 Maryland?
 3 A. In '92.
 4 Q. After your bankruptcy?
 5 A. Yes.
 6 Q. Why did you leave the Baptist Home of
 7 Maryland?
 8 A. I was terminated there.
 9 Q. For what reason?
 10 A. At the time I filed bankruptcy my
 11 attorney filed my papers through my job, and the
 12 job did not care to take out the money to pay the
 13 trustee, so they kept paying it and taking it out,
 14 and they kept writing notes to me, for me, and they
 15 said we're tired of it. So, you know, I got
 16 terminated. And I just never bothered to go back.
 17 Q. So you're saying they fired you because
 18 they had to pay money to the Bankruptcy Court?
 19 A. Well, that was going on, I couldn't see
 20 any other wrongdoing I had done.
 21 Q. Did they tell you any other wrongdoing

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1 you had done?
 2 MS. SAMBORSKY: Objection.
 3 You may answer.
 4 Q. Did they tell you any other wrongdoing
 5 they thought you had done?
 6 MS. SAMBORSKY: Objection.
 7 A. You're objecting? Can I answer?
 8 Q. Did they tell you any other wrongdoing
 9 you had done?
 10 MS. SAMBORSKY: Excuse me. If I just
 11 object you answer the question anyway. If I object
 12 and instruct you not to answer, then you don't
 13 answer. Those are standard instructions so you
 14 don't have to ask me.
 15 Go ahead, answer the question.
 16 A. Did they tell me? They told me I left
 17 the job without permission.
 18 BY MR. RUSSO:
 19 Q. On how many occasions did they contend
 20 you left the job without permission?
 21 MS. SAMBORSKY: Objection.

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1 A. That was the only time. And I know that
 2 the car company had been calling me there, they had
 3 to leave me notes for that.
 4 Q. I'm sorry, the car company?
 5 A. Yes, they were calling there. Before
 6 the 20th and any time it went after the 20th they
 7 were calling the job. That's not the only job they
 8 called. They were constantly calling my jobs.
 9 MS. SAMBORSKY: You mean the Ford Motor
 10 Credit Company?
 11 A. Yes. They were on the phone calling my
 12 jobs if it went one day, two days, or whatever past
 13 the due date they were calling me, or calling me
 14 before the due date, and they would leave messages,
 15 leave it with the accountant. And the accountant
 16 didn't have time, that wasn't a large place. And
 17 she said she had to take time off of her busy
 18 schedule to write down notes, and would I please
 19 pay my bills or tell them to stop calling your job.
 20 Q. So they said that you left work early
 21 and that is the reason they fired you, right?

1 "dealt with?"
 2 Q. Spoke to anyone at Ford Motor Credit
 3 Company for you or on your behalf prior to the time
 4 your vehicle was repossessed?
 5 A. I don't recall all statements, just what
 6 was going on, I don't recall how many times or who
 7 else he had spoken to.
 8 MS. SAMBORSKY: Off the record.
 9 (Recess taken -- 11:28 a.m.)
 10 (After recess -- 11:36 a.m.)
 11 BY MR. RUSSO:
 12 Q. I'm going to read paragraph 18 of your
 13 complaint to you: "At all times the defendant knew
 14 that the plaintiff was undergoing severe stress due
 15 to her bankruptcy, that the loss of her vehicle
 16 would make plaintiff lose one of her jobs, that the
 17 vehicle provided plaintiff with transportation she
 18 needed to be on time when she went from one job to
 19 another. That the plaintiff would not be able to
 20 purchase another vehicle because she was unable to
 21 obtain credit. That all of the other assets

1 going to be without my car, because it didn't seem
 2 to me like he would have fought for it had I said
 3 yes, give it up, he would not have defended me
 4 against any leaving in the stay. That was one
 5 thing, and I would have no way of getting around to
 6 work and maintain my other bankruptcies.
 7 Q. What were your other bankruptcies? Your
 8 other payments under the bankruptcy?
 9 A. My other bills, yes.
 10 Q. So you understood that if, that as a
 11 part of this bankruptcy you could lose your house;
 12 is that right?
 13 A. This is what he told me, yes.
 14 Q. Did that create stress?
 15 A. No, he said the house versus the car,
 16 you know, it wasn't I would lose my house. He
 17 didn't specifically say that. He said if I had to
 18 give up something, he gave me a option to say to
 19 him which would I give up, would I give up my car
 20 particularly. So I told him, you know, it would
 21 be, it wouldn't be, it would be less of a evil to

1 unavailable for her use, and that the loss of
 2 plaintiff's vehicle was therefore calculated to
 3 cause plaintiff's severe mental and emotional
 4 distress".
 5 That being said, the question is were
 6 you undergoing severe stress from your bankruptcy?
 7 A. None other than calling, the constant
 8 calling for the car, that was the basics of most of
 9 the calling and distress caused me, they would call
 10 my job, and I was afraid they were going to fire me
 11 because they kept calling.
 12 Q. But you were in bankruptcy in 1991,
 13 right?
 14 A. Yes.
 15 Q. And this --
 16 MS. SAMBORSKY: Excuse me, counsel. Her
 17 testimony here has been that she's still in
 18 bankruptcy, she hasn't received her discharge.
 19 MR. RUSSO: I understand that.
 20 BY MR. RUSSO:
 21 Q. The first sentence of this paragraph,

1 give up the car if I had to give up anything. But
 2 I knew the house was there, it wasn't going
 3 anywhere, but I couldn't move from place to place
 4 without an automobile, I needed it to work to
 5 maintain my standard of living, I have children,
 6 you know, I wouldn't be able to do anything.
 7 Q. So is it your testimony then that the
 8 only stress this bankruptcy created for you was
 9 that you might lose your car?
 10 A. Basically.
 11 Q. It didn't create any other stress in
 12 your life?
 13 A. No, because I had an attorney to defend
 14 me, and he was keeping me abreast, you know, if it
 15 was anything to do he would handle it, call me
 16 first and we would communicate, and if they sent
 17 him documents he would send it to me and, you know,
 18 advise me. The distress is not knowing, that's
 19 what the thing is, when are you going to be without
 20 your car, how will you manage if you don't have a
 21 car.

1 "At all times the defendant knew that the
 2 plaintiff was undergoing severe stress due to her
 3 bankruptcy", I would like to know what severe
 4 stress the bankruptcy placed you under, as you're
 5 stating here in your complaint.
 6 A. The bankruptcy I filed, I had no problem
 7 with that, my payments were kept up with the
 8 bankruptcy and the trustee. But this constant
 9 calling about the car, it seems to be that car --
 10 then my attorney called me and asked me if you had
 11 to give up anything, what would you be willing to
 12 give up, the car or the house. And I said neither
 13 one if I can help it. And he said well, would you
 14 agree if you had to give up anything you would give
 15 the car up. I said yeah, because I can't live in
 16 the car, I need a house. He said well, if it gets
 17 to that can I truthfully say you would be willing
 18 to give up the car. I said not willing, but if I
 19 can't afford it I would give it up before I give up
 20 the house.
 21 And that stayed on my mind, what day I'm

1 Q. That's why you entered into the
 2 bankruptcy, right, to try to avoid that, losing the
 3 car and losing the house?
 4 A. Losing everything, yes.
 5 Q. So you had to go into bankruptcy?
 6 A. Well, if I wanted to keep it, I could
 7 liquidate it and file Chapter 11, but I didn't want
 8 that because I had been working a long time, and I
 9 did not want, you know, all my work to be in vain.
 10 I've gotten this age, what would I have done?
 11 Q. Well, you've told the Court here that
 12 Ford Credit knew that you were undergoing severe
 13 stress because of your bankruptcy. Isn't that what
 14 you tell the Court here in paragraph 18 that I've
 15 just read?
 16 MS. SAMBORSKY: That's exactly what she
 17 said.
 18 Q. You're saying that they did, Ford Credit
 19 knew that you had this severe stress because of the
 20 bankruptcy. What I'm trying to understand is what
 21 severe stress you said you had because of the

bankruptcy. You've told me that losing the car was because of the bankruptcy.

Q. Was there any other severe stress that you had in the bankruptcy?

MS. SAMBORSKY: Objection. She testified more than that. She said she didn't know whether or not she was going to lose the car and as a result lose her job, that was the basis of the stress, the not knowing.

A. Yes.

Q. You agree with what your lawyer just said?

A. Yes.

Q. MS. SAMBORSKY: That's what she testified

Q. Is there anything else that is part of the severe stress due to the bankruptcy that you tell the Court you were under?

A. Well, the idea is I had to file, you know, not in my best interest because of the job, and it had to go through my job, see, and I filed

1 payments. No, I was not afraid, as long as I had
2 that job and had other income I could pay my house.

3 Q. What facts do you have to support your
4 contention that the loss of your vehicle would
5 cause you to lose one of your jobs -- strike that.
6 What facts do you have to support your
7 contention that Ford Motor Credit Company knew that
8 the loss of your vehicle would cause you to lose
9 one of your jobs?

10 A. What facts I have? Repeat that, please.

11 Q. What facts do you have which support
12 your contention that Ford Motor Credit Company knew
13 that the loss of your vehicle would cause you to
14 lose one of your jobs?

15 A. I was thinking that they were in contact
16 with my attorney, I don't know, well, to write the
17 paper, Grossbart, sure they were in contact with
18 each other. And I wasn't sure, you know, what
19 would have transpired when, you know, I don't know
20 how they talk or what happens, but I know there was
21 a failure to answer a motion one time, and that

that through. And then when I lost the car that was no help because I was still afraid they were going to terminate me anyway because they had filed it. And when they took my car that just did it.

Q. Who held the loan, the mortgage on your house?

A. When?

Q. When you went into bankruptcy.

MS. SAMBORSKY: Objection.

You may answer the question.

A. Who held the mortgage. Security

Pacific.

Q. Had they tried to collect on that debt -- strike that.

Had you been late on any payments to Security Pacific prior to entering into bankruptcy?

MS. SAMBORSKY: Objection.

A. No, I couldn't be.

Q. You were up-to-date, you were current on all of your payments to Security Pacific?

1 bothered me.

2 Q. Do you have any other facts to support
3 your contention that Ford Credit knew that the loss
4 of your vehicle would cause you to lose one of your
5 jobs?

6 A. That's the same thing you just asked me.

7 Q. I'm asking if you have anything else. I
8 want to make sure that you tell me all of it, any
9 other facts that support that contention.

10 A. If you file bankruptcy, you know, nobody
11 is going to let you buy another car because your
12 credit, they go by your credit rating, and if I
13 didn't have a job, then filed bankruptcy, how would
14 I get to work or how would I do anything without a
15 vehicle? They knew that. I felt that they did it
16 because of malice, it's nobody going to tell me
17 that they knew, filing bankruptcy, the age I am,
18 getting work, getting extra work, getting a new
19 vehicle, all these are negative strikes against
20 you, you wouldn't be able to go out and have good
21 credit anymore. I had a 10 rating before I filed

MS. SAMBORSKY: Objection.

A. Yes.

Q. And you said you couldn't be. What does that mean?

MS. SAMBORSKY: Objection.

A. Because I would lose it if I didn't. I had to be current, the same way they were telling me I had to be current on here, but they do give you leeway. And everybody that I dealt with so far, I always had a grace period in every transaction I had, being told or written or whatever, you know, telling me, you know, you have a grace period.

Q. After you began the bankruptcy, after you filed for the bankruptcy did you have any concern that you would lose your house?

MS. SAMBORSKY: Objection.

You may answer the question.

A. No. I wasn't concerned about losing. I didn't want to lose anything. That is why I was working those jobs I was working, to maintain the

1 bankruptcy.

2 Q. So it's your contention then that Ford
3 Credit took all of these factors into consideration
4 when they decided to repossess your vehicle?

5 MS. SAMBORSKY: what factors? I'm not
6 sure I understand the question.

7 Q. Is it your contention that Ford Motor
8 Credit Company took those factors you just listed
9 regarding your credit into consideration when they
10 made their decision to repossess your vehicle?

11 A. I'm sure they did.

12 Q. What facts do you have to support your
13 contention that Ford Credit took all of these
14 factors into consideration when they made their
15 decision to repossess your vehicle?

16 A. They know rules. They know laws. I
17 mean if I know that much, I'm sure they do, that
18 you just can't go out and do like you did when you
19 were 20 years old.

20 Q. Do you have any evidence to support that
21 contention, or is it just something that you --

A. That's the way I feel. I feel that way, that it was done without, you know, they gave it thought. It was an attempt to harm me or damage me in any way.

Q. It was their intent to harm you or damage you?

A. Yes.

Q. But you don't have any facts to support that?

MS. SAMBORSKY: I object to that.

A. Why I'm saying this?

Q. Right.

A. They told me they didn't get the payments. I offered them to repay them again. They refused. That tells me you want my vehicle, you don't want the money, so these are my feelings.

Q. Do you know what individual or individuals at Ford Credit had these thoughts about you and made these decisions and had those motivations?

A. I had been in constant contact with

1 Bragg and Gaunz, had malice for you?

2 A. I don't know. I didn't speak with

3 anybody else.

4 Q. Who did you offer to make repeated

5 payments to? You said you made payments in the

6 past and you offered to make them again. You made

7 that offer to Gaunz, Bragg and Cheroff?

8 A. I was talking to Mr. Cheroff, I told him

9 what happened, he passed me over to Mr. Gaunz.

10 Mr. Gaunz took over.

11 Q. How many payments did you offer to

12 repeat?

13 A. The ones they said they didn't receive.

14 Q. Which were they?

15 A. November, December, January.

16 Q. When did you make this offer, before or

17 after the repossession?

18 A. After they took my car.

19 Q. So you offered to make three \$672

20 payments, over \$1,900?

21 A. Yes.

Mr. Cheroff, he agreed he would take no action on the account unless it goes two months in arrears. All right. When the repossession came about he handed me over to Mr. Gaunz, as I told you before. And when I said to Mr. Gaunz, you know, I'm willing to pay, you know, repay or pay, you say you didn't receive, and repay, they had knowledge. And I explained it also again to Ms. Bragg, same situation, offered to repay the payment they said they did not receive. And I know very well they had.

Q. So you say it was one, or the three of those individuals that were motivated by this malice to harm you?

A. I don't know how they were motivated. The only thing I know if I offer, you tell me you didn't receive payments that I made, and I have documents to back up, verify from the bank, tell me that it was endorsed by your company. I explained this to you and had been talking to you off and on all during the period. And when you take my car,

1 Q. Where were you going to get that money?

2 MS. SAMBORSKY: Objection.

3 You may answer the question.

4 Q. Where did you intend to get over \$1,900?

5 A. I wasn't going to steal it. I had

6 funds, my family had funds. I wasn't going to

7 steal it.

8 Q. I wasn't asking you if you were going to

9 steal it.

10 A. My family has funds that they would help

11 me. That's who's been helping me off and on when I

12 didn't have work.

13 Q. Are these funds outside of the

14 bankruptcy estate?

15 MS. SAMBORSKY: Objection. She just said

16 that the family was going to help her. The family

17 was not in bankruptcy.

18 Q. I want to make sure that those funds

19 were outside of the bankruptcy estate.

20 MS. SAMBORSKY: she said her family was

21 going to help her. Her family was not part of

Mr. Gaunz didn't have any knowledge of the car being repossessed, he said he didn't have knowledge.

Q. I think my question is a simple one. As I understand it, you're saying that Ford Motor Credit Company had malice and was motivated by malice in the actions it took.

MS. SAMBORSKY: Right.

Q. My question is simply which individuals at Ford Credit do you contend had this malice?

MS. SAMBORSKY: she's answered you. She's named all three of the individuals.

Q. That was my final question. Do you contend that one or all three of those individuals you named had malice against you?

A. The only thing I'm saying is I felt that if I, you know, did the offering, and you're constantly repeating to me, and all three of them had knowledge of this.

Q. Do you contend that any individuals other than those three you just named, Cheroff,

1 that. That is self-evident.

2 MR. RUSSO: It may be, as of yet it's not

3 on the record.

4 BY MR. RUSSO:

5 Q. Were those funds outside of the

6 bankruptcy estate?

7 A. Of course.

8 Q. See, it's a lot easier than going

9 through what we go through.

10 Did you have those funds available to

11 you? In other words, were they in a checking

12 account of yours, or were they in, did you have

13 them in a certified check or a money order, or a

14 cashier's check? Did you ever go that far into

15 gathering these funds?

16 A. Yes.

17 Q. How did you do that?

18 A. I went into a money market account, I

19 got a check, I mailed it first class, the overnight

20 mail.

21 Q. Whose money market account did you get

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code) **CREDITOR (Seller Name and Address)**

MAMIE LUDELLA JEFFERSON
 8408 MAYMEADOW CT
 BALTIMORE MD 21207

FRIENDLY LINCOLN MERCURY INC.
 5525 BALTIMORE NATIONAL PIKE
 BALTIMORE MD 21228

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price". The credit price is shown below as "Total Sale Price". By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New or Used	Year and Make	Series	Body Style	No. Cyl.	If Truck Ton Capacity	Vehicle Identification Number	Use For Which Purchased
DEFO	89 LINCOLN	TOWN	CAR4DR			1LNBN83F5KY647277	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial <input type="checkbox"/> _____

INCLUDING:

Radio Air Conditioner Automatic Transmission Power Steering _____

TRADE-IN: _____ \$ _____ N/A _____ \$ _____ N/A _____

Year and make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

(1) Cash Price		\$ 32461.00
Down Payment		
Cash Down Payment	\$ 10000.00	
Pickup Payment due _____, 19_____	\$ N/A	
Trade-in (Description Above)	\$ N/A	
Total Down Payment	\$ 10000.00	
(3) Unpaid Balance of Cash Price (1 minus 2)	\$ 22461.00	
(4) Amounts Paid on Your Behalf		
To Public Officials (i) for license, title & registration fees \$ 28.00		
(ii) for filing fees \$ 12.00		
(iii) for taxes (not in Cash Price) \$ 1623.05	\$ 1663.05	
To Insurance Companies for		
Vehicle Insurance	\$ N/A	
Credit Life Insurance	\$ 780.00	
Credit Disability Insurance	\$ 1719.00	
_____	\$ N/A	
To FORD ESP TOTAL for 72 MOS./100000 MI.	\$ 1495.00	
To _____ for _____	\$ N/A	
To _____ for _____	\$ N/A	
Total	\$ 5657.00	
(5) Amount Financed (3 plus 4)	\$ 28118.00	

Amount Financed (The amount of credit provided to you or on your behalf) \$ 28118.00

FINANCE CHARGE (The dollar amount the credit will cost you) \$ 12239.15

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) 15.25 %

Total of Payments (The amount you will have paid when you have made all scheduled payments) \$ 40357.20

Payment Schedule — Your payment schedule will be:

<input type="checkbox"/>	Number of Payments	Amount of Each Payment	When Payments are Due
	59	\$ 672.62	monthly starting
<input type="checkbox"/>	1 Final	\$ 672.62	8/20/89 19

Total Sale Price (The total price of your purchase on credit, including your downpayment of \$ 10000.00) \$ 50357.20

Prepayment: You may be entitled to a refund of part of the Finance Charge if you pay off your debt early.

Late Payment: You must pay a late charge on each payment made more than 10 days late. The charge is 7.5 per cent of the late payment or \$50.00, whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date and prepayment refund.

Total Sale Price (The total price of your purchase on credit, including your downpayment of \$ 10000.00 \$ 50357.20

Prepayment: You may be entitled to a refund of part of the Finance Charge if you pay off your debt early.

Late Payment: You must pay a late charge on each payment made more than 10 days late. The charge is 2.5 per cent of the late payment or \$50.00, whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date and prepayment refund.

INSURANCE

A. Vehicle Insurance:

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of loss but not more than the limits of the policy.

- Comprehensive Fire-Theft-Combined Additional Coverage Term N/A Months (Estimate)
- \$ N/A Deductible Collision Towing and Labor Premium \$ N/A

VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE
INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS

B. Credit and Other Optional Insurance:

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM

Credit Life CHRYSLER LIFE INS CO. MAMIE LUDELLA JEFFERSON \$ 780.00 Mamie Jefferson
Insurer Insured(s) Premium Signature(s)

Credit Disability CHRYSLER LIFE INS CO. MAMIE LUDELLA JEFFERSON \$ 1719.00 Mamie Jefferson
Insurer Insured Premium Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you on this date.

N/A N/A
Type of Insurance Insurer Term Premium Signature

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs Mamie Luella Jefferson (Co) Buyer Signs

SEE BACK FOR ADDITIONAL AGREEMENTS

By signing below, the Seller accepts this contract.

Seller FRIENDLY LINCOLN MERCURY INC. By [Signature] Title [Signature]

Assignment: If no other Assignee is named in a separate assignment attached to this contract the Seller assigns it to Ford Motor Credit Company under the Assignment on the back of this contract.

Seller FRIENDLY LINCOLN MERCURY INC. By [Signature] Title [Signature]

EXHIBIT #1
Jefferson
4-11-94 ICT

ADDITIONAL AGREEMENTS

A. **Payments:** You must make all payments when they are due. You may prepay your debt at any time. If you prepay in full, you will get a refund of part of the Finance Charge. The refund will be figured by the actuarial method if the vehicle is purchased for personal, family or household use. Otherwise the refund will be figured by the sum of the digits method. There will be no refund if it is less than \$5.00.

B. **Security Interest:** You give the Creditor a security interest in the vehicle, in all parts or other goods put on the vehicle, in all money or goods received for the vehicle and in all insurance premiums financed for you. This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. **Use of Vehicle - Warranties:** You must take care of the vehicle, and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. In this contract, there is no promise as to the merchantability, suitability or fitness for purpose of the vehicle. You may receive a separate warranty on the vehicle.

D. **Vehicle Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. The Creditor may buy the insurance if you do not but he does not have to do so. If the Creditor buys the insurance, he may insure only himself or both you and himself. In either case, you must pay back to the Creditor what he pays for the insurance plus interest at the highest rate allowed by law. If the Creditor insures only himself, you will not have insurance. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable though if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. **Late Charge:** You will have to pay a late charge on each payment made more than ten days late. The charge is shown on the front. You must also pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment or late charge does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. **Default:** You will be in default if you fail to make any payment when it is due, or if a bankruptcy petition is filed by or against you, or if you fail to keep any other agreement in this contract. If you do not cure a default where allowed by law, the Creditor may require you to pay at once all remaining payments less a refund of part of the Finance Charge. He may repossess (take back) the vehicle too without judicial process. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will state that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem, and your right, if any, to cure the default. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not cure the default, where allowed by law, or redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale and sell it as permitted by law. Lawyers' fees and legal costs permitted by law are allowed too. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor, if allowed by law.

G. **General:** Any change in this contract must be in writing and signed by you and the Creditor. The law of Maryland applies to this contract including Subtitle 10 of the Maryland Commercial Law Article. If the applicable law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses or set-offs which you may have against the Seller or manufacturer of the vehicle.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____
Guarantor _____ Address _____

ASSIGNMENT

The seller (hereinafter called Seller) named on the face of the within contract (hereinafter called the Contract) sells, assigns and transfers to Ford Motor Credit Company (hereinafter called Ford Credit) Seller's entire right, title and interest in and to the Contract and the property (hereinafter called the Property) described therein and authorizes Ford Credit to do every act and thing necessary to collect and discharge obligations arising out of or incident to the Contract and this Assignment. In order to induce Ford Credit to accept assignment of the Contract

Guarantor _____ Address _____
 Guarantor _____ Address _____

ASSIGNMENT

The seller (hereinafter called Seller) named on the face of the within contract (hereinafter called the Contract) sells, assigns and transfers to Ford Motor Credit Company (hereinafter called Ford Credit) Seller's entire right, title and interest in and to the Contract and the property (hereinafter called the Property) described therein and authorizes Ford Credit to do every act and thing necessary to collect and discharge obligations arising out of or incident to the Contract and this Assignment. In order to induce Ford Credit to accept assignment of the Contract, Seller warrants that: the Contract, and guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; the Property is as represented to the buyer (hereinafter called Buyer) named therein who was quoted both a total sale price and a lesser cash price; the Contract was complete in all respects and Seller made all disclosures required by law, and in the manner required by law, prior to the execution thereof by Buyer; Buyer is not a minor, has capacity to contract and paid the downpayment stated in the Contract with his own funds; all statements made by or on behalf of Buyer and furnished to Ford Credit by Seller are true to the best of Seller's knowledge and belief, and Seller has no knowledge of any fact that would impair the validity or value of the Contract; title to the Property is vested in Seller free of all liens and encumbrances and Seller has the right to assign said title; and a certificate of title to the Property showing a lien or encumbrance for the benefit of Ford Credit or Seller has been or will be applied for forthwith if permitted by law. If there is any breach of any of the foregoing warranties, without regard to Seller's knowledge or lack of knowledge with respect thereto or Ford Credit's reliance thereon, Seller hereby agrees unconditionally to purchase the Contract from Ford Credit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default. Seller further agrees that in the event Buyer or any other person makes a claim against Ford Credit alleging facts which, if true, would constitute a breach of any of the foregoing warranties, Seller shall assume the defense of such claim and shall indemnify and save Ford Credit harmless from all loss, cost and expense arising therefrom. In addition, this Assignment includes the provisions of the paragraph initialed below by Seller; provided, that if none of the paragraphs below has been initialed by Seller, this Assignment shall include the provisions of the paragraph below entitled "Repurchase". The liability of Seller shall not be affected by any extension, renewal or other change in the time of payment of the Contract, or any change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for the payment thereof or the release or non-perfection of any security thereunder. Ford Credit shall not be bound to exhaust its recourse against Buyer or any other person or any security Ford Credit may at any time have before being entitled to payment from Seller hereunder. Seller waives notice of the acceptance of this Assignment and notices of non-payment and non-performance of the Contract and any other notices required by law and waives all setoffs and counterclaims. This Assignment shall become effective upon delivery of the Contract to Ford Credit or upon Ford Credit's payment of the purchase price therefor, whichever first occurs.

Initial "WITHOUT RECOURSE" This Assignment of the Contract is and shall be without recourse against Seller, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective.

Initial "REPURCHASE" Seller guarantees payment of the full amount remaining unpaid under the Contract and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to Ford Credit, upon demand, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective.

Initial "LIMITED REPURCHASE" Seller guarantees payment of the full amount remaining unpaid under the Contract and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to Ford Credit, upon demand, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective; provided, that if Buyer satisfactorily pays the number of instalments under the Contract specified in the Ford Credit Retail Plan, this Assignment shall thereafter be without recourse against Seller, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective.

Initial "PARTIAL GUARANTY" Notwithstanding the terms of the Ford Credit Retail Plan, Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract, and agrees to purchase the Contract from Ford Credit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default; provided, that at the time of any such demand by Ford Credit, Seller may, at his election, pay to Ford Credit the sum of \$ _____ in consideration of being released from such guaranty obligation, and in such event, this Assignment of the Contract is without recourse against Seller, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective.

Initial "LIMITED TERM REPURCHASE" Seller guarantees payment of the full amount remaining unpaid under the Contract, and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to Ford Credit, upon demand, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective; provided, that if Buyer satisfactorily pays each of the first 24 mos. instalments coming due under the Contract, this Assignment shall thereafter be without recourse against Seller, except as otherwise provided by the terms of the Ford Credit Retail Plan in effect at the time this Assignment becomes effective.

Initial "FULL GUARANTY" Notwithstanding the terms of the Ford Credit Retail Plan, Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from Ford Credit, upon demand, for the full amount then unpaid whether the Contract shall then be, or not be, in default.

Initial "FORD DEALER RETAIL TRUCK FINANCE PLAN" Except for breach of any of the foregoing warranties this Assignment shall be governed by the "Ford Dealer Retail Truck Financing Agreement" heretofore executed by Ford Credit and Seller.

Initial "FORD FLEET TRUCK FINANCE PLAN" Except for breach of any of the foregoing warranties this Assignment shall be governed by the "Truck Fleet Sales Financing Agreement" between Ford Credit and Ford Motor Company, dated September 19, 1960, and a "Dealer Truck Financing Agreement" between Seller and Ford Motor Company.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re: *

MAMIE L. JEFFERSON *

Debtor *

* * * * *

FORD MOTOR CREDIT COMPANY *

Movant *

v. *

MAMIE L. JEFFERSON *

Respondent *

* * * * *

CASE NO.: 91-5-1826-SD
(Chapter 13)

ENTERED
SEP 13 1991

U.S. BANKRUPTCY COURT
BALTIMORE, MD.

CONSENT ORDER TERMINATING AUTOMATIC STAY

Upon consideration of the Motion Seeking Relief from Automatic Stay and to Reclaim Property filed by Movant, Ford Motor Credit Company; and Movant and Respondent, Mamie L. Jefferson, having agreed to the entry of this Order; it is, this 13th day of *September*, 1991, by the United States Bankruptcy Court for the District of Maryland,...

ORDERED, that the automatic stay be, and it hereby is, terminated to allow Movant to recover and dispose of its collateral, namely, one 1989 Lincoln Town Car, serial number 1LNBM83F5KY647277; and it is further

ORDERED, that Respondent shall make said vehicle available to Movant for repossession; and it is further

21

EXHIBIT #2
Jefferson
4-11-94 KT

ORDERED, that upon recovery of said vehicle by Movant, it shall dispose of the same in a commercially reasonable manner, shall file a Report of Sale and serve copies upon Respondent and her counsel, and further shall pay any surplus sale proceeds to Respondent; and it is further

ORDERED, that Movant shall not exercise its rights against the vehicle provided that Respondent pays Movant the contractual monthly payments of \$672.62 each commencing on or before August 20, 1991 and continuing on or before the 20th day of all consecutive following months until the end of the term of the contract for purchase of the vehicle; and provided that Respondent successfully prosecutes a chapter 13 plan to cure the pre-petition default on her account with Movant; and it is further

ORDERED, that if Respondent fails to make the payments described above, and if the default is not fully cured within nine (9) days after Movant mails notice of default to Respondent and to her counsel, then Movant may exercise its rights against the vehicle upon its filing of an Affidavit of Default.

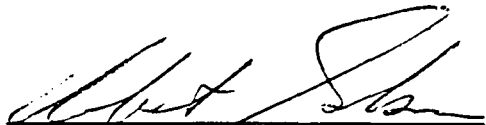


U.S. BANKRUPTCY JUDGE

E. STEPHEN DERBY
Judge

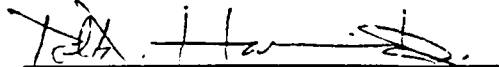
The undersigned hereby agree to the entry of the
above Consent Order Terminating Automatic Stay.

THIEBLOT, RYAN, MARTIN &
FERGUSON



ROBERT N. GROSSBART
11 E. Lexington Street
Suite 200
Baltimore, Maryland 21202
(301) 837-0590
Attorney for Respondent

By:



ROBERT D. HARWICK, JR.
4th Floor
The World Trade Center
Baltimore, MD 21202-3091
(301) 837-1140
Attorney for Movant

cc: ✓ Robert D. Harwick, Jr., Esquire

✓ Robert N. Grossbart, Esquire

✓ Ms. Mamie L. Jefferson
8408 Maymeadow Court
Baltimore, Maryland 21207

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.

ROBERT J. THIEBLOT
ANDRONY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
THOMAS J. SCHEFELICH
CHRISTOPHER J. HEFFERNAN*
ANNE M. HREHOROVICH
DONNA M. RAFFAELE*
KAREN R. WILKOWSKY*
MICHAEL N. RUSSO, JR.*
JODI K. EBERSOLE
HAMILTON F. TYLER

* ADMITTED IN D.C. AND MARYLAND

ATTORNEYS AT LAW
4TH FLOOR, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202-3091

(410) 837-1140

FAX LINE (410) 837-3282

WASHINGTON LINE
(302) 628-8223

DELAWARE LINE
(302) 737-9034

OF COUNSEL
HELEN D. HEATON

July 28, 1992

Robert N. Grossbart, Esquire
11 E. Lexington Street, Suite 200
Baltimore, Maryland 21202

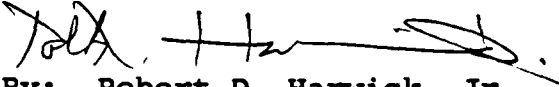
Re: Ford Motor Credit Company
v. Mamie L. Jefferson
Case No.: 91-5-1826-SD
Chapter 13

Dear Mr. Grossbart:

The Debtor has defaulted on her payment obligations under the Consent Order Terminating Automatic Stay dated September 13, 1991. The present nature of her default is that she has failed to make the payments of \$672.62 each that were due June 20, 1992 and July 20, 1992. Please advise the Debtor that if the default is not fully cured within nine (9) days from the date of this letter, I shall file an Affidavit of Default and will then expect the Debtor to allow Ford Motor Credit Company to repossess and sell the Debtor's 1989 Lincoln Town Car.

Very truly yours,

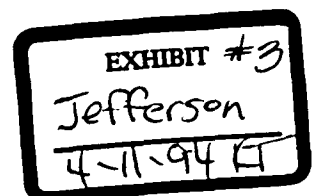
THIEBLOT, RYAN, MARTIN & FERGUSON


By: Robert D. Harwick, Jr.

RDH, Jr./kh

cc: Ms. Mamie L. Jefferson
8408 Maymeadow Court
Baltimore, Maryland 21207

Ford Motor Credit Company



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re: *

MAMIE L. JEFFERSON * CASE NO.: 91-5-1826-SD
Debtor * (Chapter 13) *

* * * * *

FORD MOTOR CREDIT COMPANY *

Movant *

v. *

MAMIE L. JEFFERSON *

Respondent *

* * * * *

AFFIDAVIT OF DEFAULT

I, Joseph J. Ciurca, Jr., authorized agent of Ford Motor Credit Company, being over the age of 18 years and competent to make this Affidavit, which is made on my personal knowledge, say:

1. That Respondent has failed to make the payments of \$672.62 each due on or before June 20, 1992 and July 20, 1992, pursuant to the Consent Order Terminating Automatic Stay dated September 13, 1991, in the total amount of \$1,345.24.

I solemnly affirm under the penalties of perjury that the foregoing facts are true, accurate and correct.

Date: 8-6-92

Joseph J. Ciurca, Jr.
JOSEPH J. CIURCA, JR.
Ford Motor Credit Company

EXHIBIT #4
Jefferson
4-11-94 KT

Page 1

1 Mamie Jefferson) In The
 2 Plaintiff) Circuit Court
 3) For
 4 vs.) Baltimore City
 5)
 6 Ford Motor Credit Company) Case Number:
 7 Defendant) 93251040 CL169713
 8
 9
 10 The deposition of Roy Bagley was taken
 11 on Monday, April 25, 1994, commencing at 3:06 p.m.,
 12 at the law offices of Thieblot, Ryan, Martin &
 13 Ferguson, P.A., The World Trade Center, Baltimore,
 14 Maryland, before Kathleen P. Thompson, Notary
 15 Public.
 16
 17
 18
 19
 20 BETZ & STROUSE, INC.
 114 West Mulberry Street
 21 Baltimore, Maryland 21201

Page 4

1 sworn testimony.
 2 If you don't understand anything that I
 3 ask you, please stop and don't answer the
 4 question. Ask me to explain myself. If you do
 5 answer a question I will assume that you understood
 6 it.
 7 And we'll go under those rules, if
 8 that's okay with you.
 9 A. Fine with me.
 10 Q. What is your address, sir?
 11 A. 4201 Granada, G-R-A-N-A-D-A, Avenue.
 12 Q. And where is that located?
 13 A. Baltimore, 21215.
 14 Q. And what is your employment?
 15 A. Retired, disabled.
 16 Q. You're retired on disability?
 17 A. No. I'm disabled, right.
 18 Q. So you are retired now?
 19 A. I'm disabled.
 20 Q. You're disabled but you're not retired?
 21 A. No.

Page 2

A P P E A R A N C E S

1
 2
 3
 4 On behalf of the Plaintiff:
 5 Mercedes C. Samborsky, Esquire
 6
 7
 8 On behalf of the Defendant:
 9 Michael N. Russo, Jr., Esquire
 10
 11
 12 Also Present:
 13 Mamie Jefferson
 14
 15
 16
 17
 18
 19
 20
 21

Page 5

1 Q. Are you employed anywhere?
 2 A. No.
 3 Q. What was your last occupation?
 4 A. My last occupation was a diesel
 5 mechanic.
 6 Q. And for whom did you work?
 7 A. Truckers Inn.
 8 Q. Where is that?
 9 A. Jessup, Maryland.
 10 Q. When was the last time that you worked?
 11 A. June 7, 1983.
 12 Q. And what is the nature of your
 13 disability?
 14 A. 100 percent totally disabled from
 15 asbestosis.
 16 Q. Sir, are you represented by an attorney
 17 today with respect to this litigation?
 18 A. No, I am not.
 19 Q. How do you know Mamie Jefferson?
 20 A. I've been knowing Mamie Jefferson since
 21 1979, thereabouts.

Page 3

P R O C E E D I N G S

1 Whereupon --
 2 ROY BAGLEY,
 3 a witness, called for examination, having been
 4 first duly sworn, was examined and testified as
 5 follows:
 6
 7 EXAMINATION
 8 BY MR. RUSSO:
 9 Q. Would you state your name, sir?
 10 A. Roy, R-O-Y, Bagley, B-A-G-L-E-Y.
 11 Q. Is your middle name Lee?
 12 A. Yes.
 13 Q. And, Mr. Bagley, have you ever given
 14 your deposition before?
 15 A. I beg your pardon?
 16 Q. Have you ever given a deposition before?
 17 A. Yes, I have.
 18 Q. On how many occasions?
 19 A. Maybe 10.
 20 Q. All right. Well, as you probably know
 21 then, this lady is taking your words down, your

Page 6

1 Q. And how did you come to know her since
 2 1979?
 3 A. I was introduced to her by my daughter,
 4 they worked together.
 5 Q. I see. What is your daughter's name?
 6 A. Felecia Bagley.
 7 Q. And would you describe the nature of
 8 your relationship with Mrs. Jefferson as business,
 9 personal or related -- I'm really not interested, I
 10 want to know do you know her in a personal
 11 capacity, or is it a business relationship? How
 12 would you describe that?
 13 A. Redefine your question so I can
 14 understand it.
 15 Q. All right. What is the nature of your
 16 relationship with Mrs. Jefferson?
 17 A. Presently?
 18 Q. Yes.
 19 A. We're friends.
 20 Q. Has that relationship been anything
 21 different since 1979?

1 Bagley Number 3, and I'll ask you if you've ever
 2 seen that document.
 3 A. Can we go off the record a minute?
 4 MR. RUSSO: All right.
 5 (Recess taken -- 4:29 p.m.)
 6 (After recess -- 4:31 p.m.)
 7 BY MR. RUSSO:
 8 Q. See there, Mr. Bagley, you have a copy
 9 of Exhibit 3. I'll ask you if you've ever seen
 10 that document before.
 11 A. Yes.
 12 Q. When did you first see that document?
 13 A. I first saw this document after the car
 14 was repossessed.
 15 Q. And that document is dated February 23,
 16 1992; is that right -- 1993, excuse me. Is that
 17 right?
 18 A. 1993. February 23.
 19 Q. All right. How did you first see that
 20 document?
 21 A. Mamie got the records and showed it to

1 A. No. What I said to them was that Mamie
 2 Jefferson received a notice of repossession, to my
 3 knowledge, after the car was repossessed. That's
 4 to my knowledge.
 5 Q. Now, do you know whether Mrs. Jefferson
 6 did anything after getting that notice of
 7 repossession that's Exhibit 3 to try to cure the
 8 problem, or to explain to Ford Credit that there's
 9 a problem, or offer to pay money?
 10 A. I've already answered that.
 11 Q. Well, aside from -- that time period
 12 between the time she received the notice of
 13 repossession which is Exhibit 3 and the vehicle
 14 actually being repossessed, do you know whether
 15 Mrs. Jefferson took any action, or whether
 16 afterwards she told you that she took any action to
 17 try to cure the problem or offer money to Ford
 18 Credit, or do anything like that, make any
 19 payments?
 20 A. To clarify that answer, I saw this
 21 document after the car was repossessed. In order

1 me.
 2 Q. Did she tell you when she received it?
 3 A. As I recall, I think she said she had
 4 received it around the 1st of March. March 1st,
 5 something like that. In March, it was a day or two
 6 before the -- that's what she told me.
 7 Q. Now, did you have that document when you
 8 were speaking to those people at Ford after the
 9 repossession?
 10 A. Oh, yeah.
 11 Q. And that document apparently says that
 12 two payments were missed; is that right?
 13 A. That's what this document says.
 14 Q. Are you saying then that Ford Credit was
 15 saying that more than two payments were missed?
 16 A. They were saying it was three payments.
 17 Q. And then saying that the November,
 18 December and January payments were missed?
 19 A. Yes.
 20 Q. Did they say that Mrs. Jefferson had
 21 made the February 20th payment?

1 to cure the situation Mrs. Jefferson offered to
 2 repay those three payments that was in question.
 3 Q. I understand that you didn't see the
 4 document until after repossession.
 5 A. That's right.
 6 Q. But when you saw the document, when you
 7 were first given the document it was after
 8 repossession. But did Mrs. Jefferson or anyone
 9 else say hey, when I got that before repossession,
 10 this is what I did, I did these things?
 11 A. No.
 12 Q. She never said I offered to make
 13 payments?
 14 A. No.
 15 Q. I sent checks in?
 16 A. Now, remember, this is on the record,
 17 this I saw after the car was repossessed. Mrs.
 18 Jefferson offered to repay those three payments
 19 that was in question, and the answer that she
 20 received was you have to pay \$14,000.
 21 Q. All right. But what I'm asking is did

1 A. As I recall, yes, they did.
 2 Q. So they said that she missed November,
 3 December, January, but made February?
 4 A. That's what they're saying.
 5 Q. No --
 6 A. No, no. Change that, strike that. They
 7 were saying that it was three payments in question,
 8 November, December, January.
 9 Q. All right. So they weren't saying
 10 February was in question?
 11 A. No, not to my knowledge.
 12 Q. Which one of those three people were
 13 saying that? Were they all three saying that?
 14 A. All three at the end, right. Only
 15 Mr. Gaunz and this lady, Mrs. Bragg in the first
 16 conversation. Mr. Cheroff prior to was saying that
 17 the, he hadn't received the payments for November,
 18 December.
 19 Q. Now, did you ever say to anybody well,
 20 your notice says, your notice is only concerned
 21 about January and February of 1993?

1 Mrs. Jefferson ever tell you that when she got that
 2 Exhibit 3 she offered to make payments before the
 3 vehicle was repossessed?
 4 A. Not to my knowledge.
 5 Q. Did she ever say she sent a check in to
 6 Ford Credit?
 7 A. Yes, she did send a check in to Ford
 8 Motor Credit, absolutely.
 9 Q. Did she say she sent to checks in to
 10 Ford Credit?
 11 A. She had made the February's payment,
 12 this I know. She had, and right after, I would say
 13 between the 24th and 27th she sent them in another
 14 check. That check was returned to her. That I
 15 saw. I put the check in the envelope and mailed it
 16 to them. They mailed it back. And she showed the
 17 check to me. Absolutely.
 18 Q. You mailed it in?
 19 A. Yeah. They were in Philadelphia then.
 20 Q. So you mailed it in to Philadelphia?
 21 A. That's correct.

witnesses.

A.18. Defendant incorporates herein by reference its Answer to Interrogatory No. 5(b).

Q.19. As to each person named in your answers, state whether that person is employed by you or does business with you. If the person is employed, state the person's job title, job description, length of employment by you, age and salary.

A.19. Defendant objects to this Interrogatory to the extent that it requests information regarding the salaries of its agents, servants and or employees. Such information is irrelevant to Plaintiff's cause of action and is unlikely to lead to evidence admissible at the trial of this matter. Employees of Ford Motor Credit Company have been identified as employees in the Answer to Interrogatory where each is first named.

Q.20. As to your responses to these interrogatories, identify and describe by date, title and substance each and every document used by you, but not heretofore or hereafter identified, from which you obtained any information whatsoever for your answers to these interrogatories.

A.20. All documents have been previously identified.

Q.19 [sic]. State the date and amount of each payment you received from the plaintiff prior to the date you issued the notice of repossession for the plaintiff's automobile.

A.21.

<u>PAYMENT NO.</u>	<u>DUE DATE</u>	DATE PAYMENT CREDITED TO <u>ACCOUNT</u>	<u>AMOUNT</u>
1	08/20/89	08/29/89	672.62
2	09/20/89	09/29/89	672.62
3	10/20/89	10/31/89	672.62
4	11/20/89	11/30/89	672.62
5	12/20/89	01/02/90	672.62

6	01/20/90	1/30/90	672.62
7	02/20/90	03/2/90	672.62
8	03/20/90	04/2/90	672.62
9	04/20/90	04/30/90	672.62
			check returned
9	04/20/90	05/11/90	672.62
10	05/20/90	5/30/90	672.62
11	06/20/90	07/2/90	672.62
12	07/20/90	07/30/90	672.62
13	08/20/90	08/30/90	672.62
	10/05/90		50.00 (late charge payment for 9/20/90)
14	09/20/90	10/05/90	672.62
15	10/20/90	11/30/90	625.00
		11/30/90	47.62 (late charge payment for 10/20/90)
		12/14/90	50.00 (extension fee for extension of payments)
		12/14/90	269.09 (late charge payment)
18	01/20/91	01/29/91	500.00
18	01/20/91	01/29/91	172.62
19	02/20/91	03/14/91	722.62 (late charge payment & payment no. 19)
20	03/20/91	05/30/91	672.62
22/23	05/20/91	07/24/91	1,345.24 (7/20/91 payment (# 2 4) extended to end of contract per Consent Order)
	06/20/91		
25	08/20/91	09/09/91	672.62
26	09/20/91	09/24/91	672.62

27	10/20/01	10/31/91	672.62
28	11/20/91	12/02/91	672.62
29	12/20/91	01/20/92	672.62
30	01/20/92	03/06/92	672.62
31	02/20/92	05/02/92	672.00
			(partial payment)
32	03/20/92	05/20/92	1,345.24
33/34	04/20/92		
	05/20/92	06/05/92	673.24
			(plus remainder of payment #31)
35/36	06/20/92		
	07/20/92	08/13/92	1,345.24
37	08/20/92	09/28/92	672.62
38	09/20/92	10/27/92	672.62
39	10/20/92	11/27/92	672.62
40	11/20/92	12/23/92	672.62
41	12/20/92	01/25/93	672.62
42	01/20/93	02/24/93	672.62

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that I, Robert Jones, am Loss Recovery Manager for Ford Motor Credit Company and that I am authorized to sign these Answers to Interrogatories for and on behalf of Defendant; that I do not have personal knowledge of all of the facts set forth in these answers; that the answers have been prepared based on information supplied by Defendant's agents, representatives and attorneys unless privileged; that the answers are true and correct to the best of my knowledge, information and belief.

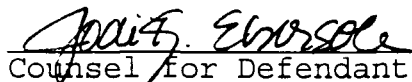


Robert Jones, Loss Recovery
Manager

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of December, 1993, copies of the foregoing Answer to Interrogatories were mailed to:

Mercedes C. Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085



Counsel for Defendant

1001 ACORSENB...
 SUITE 340
 BALTIMORE, MD 21208
 Telephone 800-677-0282

JEFFERSON MAMIE L
 3408 MAYMEADOW CT
 BALTIMORE, MD 21207

Date of Notice	Account Number	
February 20, 1993	BEA43DXG12	
Description of Property		
Year	Make	Model
1989	LINC	TOWN
Vehicle Identification Number		
1LNEN83F5KY647277		
Date of Contract	Current Balance (Net to close and unpaid late charges)	
July 21, 1989	\$ 14228.71	
CURE DATE: March 05, 1993		

NOTICE OF DEFAULT AND INTENT TO REPOSSESS

This is your notice that you've broken your contract.

Overdue Payments	Due Date	Amount Due
	January 20, 1993	\$ 672.62
	February 20, 1993	\$ 672.62
Late Charges		\$ 0.00
TOTAL AMOUNT NOW DUE		\$ 1345.24

(Not including amounts that become due after the date of this notice.)

If you don't pay the **TOTAL AMOUNT NOW DUE** by the cure date, stated above, we plan to repossess the above described property. If we do, you'll have the following rights.

RIGHT TO GET YOUR PROPERTY BACK:

To get your property back, you can do one of these two things:

You can restore the contract and pay future monthly payments as they come due. But **FIRST** you must pay all payments you missed, plus any repossession costs and late charges. You will have **15 days** to do that. This is called "reinstatement." Or, there's another way to get it back. Pay the net unpaid balance plus costs of repossession. Your Current Balance is shown above. If you do that before the property is sold, it will be yours. We'll have no further claim on it. This is called your right to "redeem."

Your property will not be sold until at least 15 days after we repossess it. You can get it back by paying the balance plus costs any time before it's actually sold. The longer you wait, the more costs (including repairs) you may have to pay.

RIGHT TO MONEY LEFT OVER FROM SALE:

When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within **45 days** after the sale. If you don't get this money, you may have a right to sue for it, plus penalties under state law.

In some areas, we return repossessed property to the dealer who sold the property. If we do that with yours, our agreement with your dealer says that the dealer is to sell it and pay you any money left over.

INSURANCE RIGHTS:

If we repossess your property, all insurance should be cancelled. You have a right to get credit for all premium refunds.

REMAINING DEBT:

The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us or the dealer.

If you want to know more about these matters, please call us.

FORD MOTOR CREDIT COMPANY

F. BRAGG

NOTICE: The acceptance by Ford Motor Credit Company of these or other late payments does NOT waive Ford Motor Credit Company's right to repossess or take other appropriate action. WITHOUT NOTICE, if you fail to make future payments on time. YOU ARE REQUIRED TO MAKE ALL PAYMENTS ON TIME.

MAMIE JEFFERSON

* IN THE

Plaintiff

* CIRCUIT COURT FOR

VS.

* BALTIMORE CITY

FORD MOTOR CREDIT COMPANY

* CASE NO. 93251040

CL169713

Defendant

*

* * * * *

AMENDED ANSWERS TO INTERROGATORIES

Mamie Jefferson, plaintiff, as answer to the Interrogatories heretofore propounded to her respectfully says:

A. The information supplied in these Answers is not based solely on the knowledge of the executing party, but includes the knowledge of the party, agents, representatives and attorneys, unless privileged.

B. The word usage and sentence structure may be that of the attorney assisting in the preparation of these Answers and thus do not necessarily purport to be the exact language of the executing party.

1. State your full name, residence and business address, date and place of birth, marital status, and Social Security number, and list all other residence addresses at which you have lived during the past five years giving street numbers, city and state, and dates of residence.

ANSWER: Mamie Ludella Jefferson, 8408 Maymeadow Court, Baltimore, Maryland 21244; Business address, 8408 Maymeadow Court, Baltimore, Maryland 21244; Marital status, single; SS#, 247-58-1172; DOB, 4/20/34; Residence for past 5 years, 8408 Maymeadow Court, Baltimore, Maryland 21244; Moved to present address in 1989.

2. State the name and address of your employer(s) at the time of the occurrence complained of; what your duties and wages were at the time of the occurrence complained of; and give the date following the occurrence that you returned to work, your duties, your wages and the name and address of your employer when you returned to work. List the dates you were unable to work and explain why.

and defendant's employee, Mr. Chiroff agreed that repossession order would be stricken.

Persons having personal knowledge: Roy Lee Bagley, 4201 Granada Avenue, Baltimore, Maryland 21215. Mr. Gaunz and Ms. Bragg

24. Give a concise statement of facts as to how you contend that Ford Motor Credit Company waived its right to timely payments pursuant to the contract.

ANSWER: It had been agreed between the plaintiff and Ford Motor Credit Co.'s agent, that they would accept the payments and take no action on the account as long as it did not go 2 months in arrears.

The account was not in arrears at the time of wrongful repossession. All payments were made to the defendant, and notice was given to the defendant that the payments were all made. Nevertheless, because of malice towards plaintiff and because the plaintiff is a black person purchasing a luxury vehicle, defendant's employees refused to rescind the wrongful repossession order and had her vehicle repossessed.

25. Give a concise statement of facts in support of the contention in your complaint that you tendered payment to Ford Motor Credit Company for the full amount stated to be due in the Notice of Repossession and Right to Redeem and that said payment was refused. Please include in your statement of facts the amount of said tendered payment the manner in which the payment was allegedly tendered and/or made and the manner in which said payment was refused.

ANSWER: See answer to interrogatory number 22.

26. Give a concise statement of facts as to how you contend FMCC is liable to you for punitive damages and identify all persons having personal knowledge of such facts.

ANSWER: Defendant's white employees knew that I had made the payments because I told them I did and because the records show that they had my payments at the time I told them that FMCC's records were wrong and my payments were up to date. Nevertheless, they refused to correct my account records to reflect all the payments. FMCC and its employees did so maliciously because they didn't like to see a black person driving a luxury car and to get even with me because I complained to them about FMCC's accounting errors. I continually asked FMCC's employees to correct my account, but my requests were denied.

Persons having knowledge, see interrogatory number 23.

27. If you contend that FMCC did not provide proper Notice of repossession and right to redeem or reinstate, state the facts upon which you base this contention.


ANSWER: Payments were not 2 months in arrears at the time of repossession. FMCC's records were wrong. FMCC was notified that its records were wrong but it refused to correct its records.

28. If you contend that FMCC did not resell the automobile in a commercially reasonable manner, state the facts upon which you base this contention.

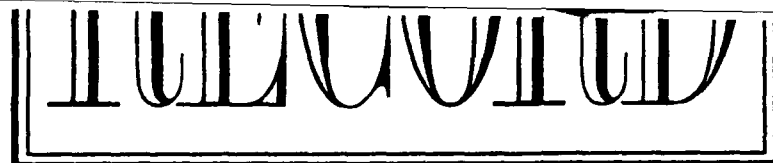
ANSWER: I have no personal knowledge of how my vehicle was sold.

OATH

I swear under penalties of perjury that the foregoing Answers are true to the best of my knowledge, information and belief.


Mamie Jefferson, Plaintiff

ANSWERS



19 ORPHANS' COURT
 30 SEALED PROPOSALS
 20 WORKERS' COMP.

FERGUSON
 4TH FL.
 CR43

BUSINESS AND LEGAL NEWS OF MARYLAND

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 daily since 1888

LAW

USF&G's Firing Lamentable, But Short of Bias, Court Rules

15-Year Employee Had Sued Alleging Sex Played a Role in Her Firing, But Federal District Judge Dismisses Case, Citing a Lack of Evidence

BY PATTY REINERT

Daily Record Legal Affairs Writer

A federal judge has thrown out a sex discrimination lawsuit against Baltimore's USF&G Corp., which fired two employees for allegedly misusing the company's "e-mail" system.

Ann M. Miller, a former human resources manager at USF&G's Baltimore branch office, said yesterday she is still considering whether to appeal the decision.

Miller, who worked for the insurance company for more than 15 years, filed the lawsuit in U.S. District Court in Baltimore last summer, seeking unspecified damages for alleged gender discrimination.

She claimed she was illegally

fired in February, 1992 after another employee, Allan Lucas, later that her office assistant had printed them out in her absence.

was caught using the office's internal, electronic mail system in an attempt to communicate with her.

Lucas used a numerical code list of about 75 profane words and phrases that was circulating through the office. Lucas, who managed the company's agency and development department, also was fired.

Miller said she was out sick when Lucas allegedly sent her the messages. She said she never received them, but was told

"... strenuously held beliefs, like conclusory allegations and unsupported conjecture, do not constitute evidence."

U.S. DISTRICT JUDGE JOHN R. HARGROVE

"I was aware of the code list. It was just a joke," Miller said. "But I never wrote an e-mail message [using the code] and I didn't receive any because I was out sick."

"I have never had any performance problems. I had excellent records," she added. "USF&G knew exactly what was going on [with the code list]. It just seems to me that all

the men have their jobs still and SEE USF&G PAGE 13

HEALTH CARE

Blues Lose Medicare Contract

Insurer's Poor Program Management Will Cost Jobs of 200 Employees

BY CATHY HINEBAUGH
 Daily Record Business Writer

Two hundred employees of Blue Cross and Blue Shield of Maryland will lose their jobs in September when the company ends its troubled administration of claims for the federal Medicare program, the insurer acknowledged yesterday.

The contract — which is for the non-hospital segment of the federal health insurance program for

its Medicare Part B contract with the Blues, provided the insurer pass a mid-year review and do the work for close to 20 percent less than the previous year.

When it came time to renew the contract this year, the Blues decided to withdraw from the negotiating process, according to Levy. Part of the Blues' decision

stemmed from the fact that HCFA was raising its performance standards for fiscal year 1994.

among the worst Medicare contractors in the country.

"The relationship with HCFA was not a good one," Levy said.

"We would really have to spend too much money from our perspective to meet HCFA's new requirements," Levy said. "It just was too much."

Eliminating the contract could save the Blues an estimated \$5 million in losses, Levy said.

Chief Executive Officer William L. Jews, who came on board last spring, called the

"The relationship with HCFA was

ARY

place
ial

yesterday named Baltimore office, a resident and man- in November 1992. ary G. Dewey, who ly the cond local ed last month to a out the East Coast. ed as a vice presi- focusing on down- Casey, Gassaway . Between 1988 and al office's top five 35 transactions to- while at CB. "The ng changes and I'm s," said Gassaway, Commercial's 26 \$139 million.

tract To
one Plaza

sign a contract a Metro Center in 46.5 million. The gton Convention aid closing on the which Marriott In- otel. Host Marriott sale of seven of its and Rehabilitation ig totaled \$137 mil- e remaining seven n dollars, in June. s worldwide, in ad- ood, beverage and

Colts
um

selection of Green- e concessionaire for iership agreement, he right to operate s. The Colts will use tions and upgrades

USF&G

CONTINUED FROM PAGE 1

they all participated, and USF&G knew about it."

Miller declined to say where she is currently employed.

U.S. District Judge John R. Hargrove sympathized with Miller, but found no evidence that she was discriminated against because she is a woman.

The judge found that Miller was fired, in part, because she refused to cooperate with management to disclose the identity of dissatisfied employees.

Her position as human resources manager, and not her gender, distinguished her from male colleagues who kept their jobs following the e-mail incident, Hargrove said.

The judge said Miller's reasons for refusing to name employees who had sought her confidential advice appear "sound." But he said it was not his place to second guess an employer's judgment, so long as its actions are legal.

"By all indications in the record, Miller was an exemplary, loyal USF&G employee for over 15 years. The court empathizes with Miller's justifiable conviction that rather than rewarding her years of loyalty and service, USF&G treated her without the respect she believed she had earned," the judge wrote in a 20-page opinion earlier this month.

"Nevertheless, Miller has presented no evidence on which a reasonable trier of fact could conclude that USF&G discriminated against her on the basis of her sex," he wrote.

Hargrove concluded that Miller and Lucas were fired after Lucas sent Miller several e-mail messages using the coded profanities to express his dissatisfaction with his job and with co-workers.

In one message, he indicated that he had been asked by another company to return for a third interview.

When the messages were discovered, both Lucas and Miller were confronted by their supervisors and fired.

A few months later, Miller filed a com-

plaint with the Equal Employment Opportunity Commission (EEOC).

The agency eventually decided that Miller had not presented enough evidence to show a legal violation. Miller, representing herself, then took her case to federal court.

Hargrove granted USF&G's motion for summary judgment in the case after concluding that Miller, who was replaced with another woman, failed to show any evidence that the company's actions were based on gender.

"While it is apparent from her handwritten opposition and pretrial order that Miller strongly believes that USF&G treated her unfairly and that such mistreatment was the result of gender bias, strenuously held beliefs, like conclusory allegations and unsupported conjecture, do not constitute evidence," the judge wrote.

USF&G's lawyer, Stephen D. Shawe, a partner at Baltimore's Shawe & Rosenthal, said officials at USF&G were pleased that the court ended the case short of a trial.

Shawe said the danger in providing employees with e-mail is that some may use it in place of confidential oral conversations with their co-workers.

"What happens is that e-mail makes so easy the passage of messages electronically that they become a substitute for verbal communication," he said.

"The next thing you know, what should have been an oral conversation ends up in everyone's work product. You would hope these kinds of communications would concentrate on the business operation, but obviously that's not always the case. The trouble is that the next thing you know, somebody punches out a hard copy."

USF&G spokeswoman Sue Lovell said the company now has internal controls and procedures in place to prevent misuse of e-mail.

"We also have a code of conduct which lists the core values that we all live by — customer first, integrity, professionalism, teamwork and innovation," Lovell said. "I think integrity would cover not misusing equipment belonging to the company."

She declined to comment on whether the company has fired or disciplined other employees in the e-mail incident.

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CIRCUIT COURT CITY
BALTIMORE CITY
94 JUN -2 PM 2:52
CIVIL DIVISION

MAMIE JEFFERSON * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY * BALTIMORE CITY
Defendant * CASE NO.: 93251040
CL169713
* * * * *

REQUEST FOR HEARING

Madam Clerk:

Defendant requests a hearing on its Motion for Summary Judgment as to Emotional/Mental Distress and Punitive and Exemplary Damages.

THIEBLOT, RYAN, MARTIN & FERGUSON

By: Robert L. Ferguson, Jr. lme
ROBERT L. FERGUSON, JR.

Jodi K. Ebersole
JODI K. EBERSOLE
4th Floor
The World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140
Attorneys for Ford Motor
Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 1994, a copy of the foregoing Request was mailed, by first class mail, postage prepaid, to Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, Attorney for Plaintiff.

Jodi K. Ebersole
Counsel for Defendant

26 ~~4~~ 4
DATE: 4/25/94

CIVIL POSTPONEMENT FORM

Plaintiff(s) Mamie Jefferson

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY

v.

Defendant(s) Ford Motor
Credit Co

Computer #: 93251040 ✓

File #: CL 169713

Jury CT. CTF. MOT. GEN 2-507

DOMESTIC JUDGE: _____ DOMESTIC MASTER: _____

PLEASE PRINT

To be postponed from: DATE: 5/11/94 ✓ PRIOR POSTPONEMENTS: Y N

Postponement requested by: Agreement

Postponement reason: (please specify):
Defense Counsel in Trial on other Cases; Defense witnesses
unavailable; Parties agree further discovery
necessary

Plaintiff(s) Attorneys:
Mercedes C. Samborsky

Defendant(s) Attorneys:
Robert L. Ferguson, Jr

New Trial Date: 1/10/95 ✓

Approved: Denied: _____ : John M. Prews
(JUDGE'S SIGNATURE)

CIRCUIT COURT FOR BALTIMORE CITY MSV534
TERMINAL: V147

EVENT DATA

DATE: 04/29/94
TIME: 10:12

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713

CATEGORY: OTLAW

ORIG COURT: CL TRANSCRIPT PAGES: TERMINATION DATE: 04/08/95
STATUS: A CONSOLIDATED: LAST CHANGE: 04/29/94
STATUS DATE: 10/20/93 PROTRACTED:

DATE: CODE: EVENT TEXT

090893 FILE COMPLAINT AND ELECTION FOR JURY TRIAL (1)
091093 PROC DEF FORD MOTOR CREPRIVATE CREATED: 09/10/93 SERVED: 09/20/93.
102093 ANSW APP.OF ATTY ROBERT L.FERGUSON AND JODI K. EBERSOLE FOR DEFT SAME
102093 DAY ANSWER FD.(2)
102093 MOTN DEFT (FMCC) MOTION FOR TRANSFER OF ACTION PURSUANT TO MD. RULE
102093 2-327 FD.(3)
102293 PLEA PLTFFS ANSWER TO DEFT (FORD MOTOR CO) MOTION FOR TRANSFER OF
102293 ACTION PURSUANT TO MD RULE 2-327 & REQUEST FOR HEARING FD. (4)
102893 PLEA ENTER TRIAL SCHEDULE FD.(5)
102893 PLEA PLTFF'S DISCOVERY NOTICE FD/(6)
110893 PLEA DEFT DISCOVERY NOTICE FD.(7-8)
111293 PLEA PLTFFS SUPPLEMENTAL ANSWER TO DEFTS MOTION FOR TRANSFER OF ACTION

PAGE 001

CIRCUIT COURT FOR BALTIMORE CITY MSV534
TERMINAL: V147

EVENT DATA

DATE: 04/29/94
TIME: 10:12

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713
CATEGORY: OTLAW
ORIG COURT: CL TRANSCRIPT PAGES: TERMINATION DATE: 04/08/95
STATUS: A CONSOLIDATED: LAST CHANGE: 04/29/94
STATUS DATE: 10/20/93 PROTRACTED:

DATE: CODE: EVENT TEXT
111293 AND REQUEST FOR HEARING FD. (9)
111593 PLEA DEFT'S NOTICE OF SERVICE (10)
111593 PLEA DEFT'S NOTICE OF SERVICE (11)
112293 ORDR CIVIL POSTPONEMENT "APPROVED" (12)
120993 PLEA PLTFF'S NOTICE OF DISCOVERY SERVICE FD. (13)
121793 PLEA DEFT DISCOVERY NOTICE FD. (14)
122093 CAL P22 11:15 528 MOT MOT POST PJ HAMMERMAN, R I 8807
122993 PLEA DEFTS DISCOVERY NOTICE FD. (15)
011094 PLEA PLTFFS DISCOVERY NOTICES (2) FD. (16-17)
011294 CAL P03 10:00 428W MOT MOT HRD HELLER, ELLEN 8848
011794 PLEA PLTFF'S NOTICE OF DISCOVERY SERVICE FD. (19)
011794 PLEA ENTER TRIAL SCHEDULE FD. (19)

PAGE 002

CIRCUIT COURT FOR BALTIMORE CITY MSV534 DATE: 04/29/94
TERMINAL: V147 EVENT DATA TIME: 10:12

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713
CATEGORY: OTLAW
ORIG COURT: CL TRANSCRIPT PAGES: TERMINATION DATE: 04/08/95
STATUS: A CONSOLIDATED: LAST CHANGE: 04/29/94
STATUS DATE: 10/20/93 PROTRACTED:

DATE: CODE: EVENT TEXT
011794 PLEA ENTER TRIAL SCHEDULE FD. (19)
012094 ORDR ORDER OF COURT DATED 1-12-94 THAT THE MOTION TO TRANSFER BE
012094 AND THE SAME IS HEREBY DENIED (J,HELLER) (18)
013194 PLEA TANSRIPT OF HEARING BEFORE JUGE HELLER 01/12/94 FD. (19)
020794 PLEA PLTFF'S CERTIFICATE OF DISCOVERY (21)
020894 PLEA DEFT., FORD MOTOR CREDIT CO., NOTICE OF DISCOVERY (20)
032594 MOTN DEFTS MOTION FOR CONTINUANCE OF TRIAL DATE & EXHIBITS FD. (22)
040894 PLEA DEFT'S NOTCE OF SERVICE (23)
042194 CAL P33 03:00 508 PTC CANC CANC CAN ADMINISTRATIVE 8800
042994 MEMO CASE SENT TO JUDGE HELLER ON ENTRY 22
043194 CAL 09:30 219W JT CONF POST PJ PREVAS, J.H. 8847

PAGE 003

CIRCUIT COURT FOR BALTIMORE CITY DATE: 04/29/94
MSV533 A D D / U P D A T E TIME: 10:12
C A L E N D A R D A T A TERMINAL: V147

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713
CATEGORY: OTLAW
ORIG COURT: CL AMOUNT OF SUIT :\$ LAST PLEA DATE : 04/08/94
DATE FILED: 09/08/93 TRANSCRIPT PAGES: TERMINATION DATE: 04/08/95
STATUS: A CONSOLIDATED CASE: WHO PAYS COSTS :
STATUS DATE: 10/20/93 PROTRACTED : LAST CHANGE: 04/29/94

DATE	DISP								
SCHEDULED	OF	SCHEDULED	ACTUAL	POST	PRESIDING	JUDGE			JUDGE
FOR:	REAS:	PART:	EVENT:	EVENT:	EVENT:	REAS:	JUDGE:		IDENT:
011095		0930	219W	JT					

CIRCUIT COURT FOR BALTIMORE CITY A D D / U P D A T E
MSV535 R E L A T E D P E R S O N S

PAGE 001

DATE: 04/29/94

TIME: 10:12

TERMINAL: V147

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP.

CL169713

CONN NAME

DEF *FORD MOTOR CREDIT CORP FLAG CROSS CONN
PHONE SSN ADDR 1: S/O R/A CORPORATION TRUST
PROP PERS FIRM ID U50418 ADDR 2: 32 SOUTH ST.
TYPE + DATE OF PROCESS CITY BALTIMORE STATE MD ZIP 21202
ADF EBERSOLE, JODI K FLAG CROSS CONN
PHONE SSN ADDR 1: DISMISSED 6-17-93
PROP PERS FIRM ID 916667 ADDR 2:
TYPE + DATE OF PROCESS CITY STATE ZIP
ADF FERGUSON, ROBERT JR FLAG CROSS CONN
PHONE 410 8371140 SSN 212443619 ADDR 1: 4TH FL., WORLD TRADE CTR.
PROP PERS FIRM ID 443619 ADDR 2:
TYPE + DATE OF PROCESS CITY BALTIMORE STATE MD ZIP 21202
PLA JEFFERSON, MAMIE FLAG CROSS CONN
PHONE SSN ADDR 1: 8408 MAYMEADOW CT.
PROP PERS FIRM ID X24672 ADDR 2:
TYPE + DATE OF PROCESS CITY BALTIMORE STATE MD ZIP 21207

PAGE 001

CIRCUIT COURT FOR BALTIMORE CITY A D D / U P D A T E
MSV535 R E L A T E D P E R S O N S

DATE: 04/29/94

TIME: 10:12

TERMINAL: V147

CASE NUMBER: 93251040 JEFFERSON VS FORD MOTOR CREDIT CORP.

CL169713

CONN NAME

APL SAMBORSKY, MERCEDES FLAG CROSS CONN
PHONE 301 6792010 SSN 053247768 ADDR 1:
PROP PERS FIRM ID 247768 ADDR 2: 309 GARNETT RD
TYPE + DATE OF PROCESS CITY JOPPATOWNE STATE MD ZIP 21085
PHONE 410 SSN ADDR 1:
PROP PERS FIRM ID ADDR 2:
TYPE + DATE OF PROCESS CITY STATE ZIP
PHONE 410 SSN ADDR 1:
PROP PERS FIRM ID ADDR 2:
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PHONE 410 SSN ADDR 1:
PROP PERS FIRM ID ADDR 2:
TYPE + DATE OF PROCESS CITY STATE ZIP

PAGE 002

RECEIVED
CIRCUIT COURT FOR
BALTIMORE
IN THE
1994 APR - 8
CIRCUIT COURT
CIVIL DIVISION

MAMIE JEFFERSON

Plaintiff

v.

FORD MOTOR CREDIT COMPANY

Defendant

* BALTIMORE CITY

* Case No. 93251040
CL169713

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April, 1994, a copy of the Notice of Deposition was sent via telefax to: Mercedes C. Samborsky, Esquire, (410) 679-2090.

THIEBLOT, RYAN, MARTIN & FERGUSON

By:

Robert L. Ferguson, Jr.
ROBERT L. FERGUSON, JR.
4th Floor
The World Trade Center
Baltimore, Maryland 21202-3091
(410) 837-1140
Attorney for Ford Credit

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

3P

A

ASSIGNMENT FOR THURSDAY APRIL 21, 1994 P33

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - PRE-TRIAL CONFERENCE

EBERSOLE, JODI K
FERGUSON, ROBERT JR
SAMBOBSKY, MERCEDES

DEFENSE ATTORNEY
DEFENSE ATTORNEY 837-1140
PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISSED)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER) PLEASE EXPLAIN:
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED)
- (___ POSTPONED) (___ MOTION GRANTED)
- (___ SUB CURIA) (___ MOTION DENIED)

JUDGE SIGNATURE

James A. Johnson

DATE

4/21/94

James A. Johnson

RECEIVED
CIRCUIT COURT
BALTIMORE
Circuit Court
for
Baltimore City
94 APR 6 1994
CIVIL
111 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202

File

ELLEN M. HELLER
JUDGE

March 30, 1994

396-4916
City Deaf TTY 3969-4930

Michael N. Russo, Jr., Esq.
Thieblot, Ryan, Martin &
Ferguson, P.A.
The World Trade Center
Baltimore, MD 21202-3091

Re: Jefferson v. Ford Motor Credit Company
Case No. 93251040

DL169713

Dear Mr. Russo:

I am responding to your letter of March 29, 1994, in which you request permission for the claims representative in the above-captioned case to be excused from attending the pretrial settlement conference scheduled on April 21, 1994, as that individual is at a distance from Baltimore City. We have found through experience that having a claims representative participate in a settlement conference in person is essential to meaningful mediation sessions. If there is a representative available in the Baltimore area, I am requesting that that individual attend the conference in person. However, if one is not, I am, by way of this letter, giving you permission to have the representative participate by telephone as long as that person is available during the entire pretrial conference.

Very truly yours,

Ellen

Ellen M. Heller
Judge in Charge of Civil Docket

EMH/rs
cc: Court File

P.S. Please copy this letter to all counsel of record. Thank you.

R

7

Circuit Court
for
Baltimore City

111 NORTH CALVERT STREET
BALTIMORE, MARYLAND 21202

ELLEN M. HELLER
JUDGE

March 30, 1994

396-4916
City Deal TTY 3969-4930

John J. O'Neill, Esq.
Suite 405
22 W. Jefferson Street
Rockville, MD 20850

Re: Frey v. Moore, et al.
Case No. 98177104/CL99446

Dear Mr. O'Neill:

Your letter of March 23, 1994 in regard to the above-named case has been referred to me in my capacity as Judge in Charge of the Civil Docket. In that letter, you request permission for the insurance claims representative in this case to be excused from attending the pretrial settlement conference scheduled on April 12, 1994, as that person is at a distance from Baltimore City. We have found through experience that having the parties and the claims representative participate in a settlement conference in person is essential to meaningful mediation sessions. If there is a representative available in the Baltimore area, I am requesting that that individual attend the conference in person. However, if one is not, I am, by way of this letter, giving you permission to have the representative participate by telephone as long as they are available during the entire pretrial conference.

Very truly yours,



Ellen M. Heller
Judge in Charge of Civil Docket

EMH/rs
cc: Court File

P.S. Please copy this letter to all counsel of record. Thank you.

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RECEIVED FOR
CIRCUIT COURT FOR
BALTIMORE CITY
94 MAR 25 PM 2:53
CIVIL DIVISION

MAMIE JEFFERSON, * IN THE
Plaintiff * CIRCUIT COURT
v. * FOR
FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY
Defendant * Case No. 93251040
CL169713

* * * * *
MOTION FOR CONTINUANCE OF TRIAL DATE

Defendant Ford Motor Credit Company ("FMCC"), by its attorneys, Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr. and Jodi K. Ebersole, hereby request a postponement of the May 11, 1994 trial date set in the above entitled action and as reason therefore says:

1. This case filed in this Court on or about September 8, 1994. The Plaintiff alleges that Ford Credit committed conversion in wrongfully repossessing her vehicle. The Plaintiff claims personal injuries including stress related diabetes and other emotional and mental problems as damages arising out of this offense. See Complaint at para. 25.

2. On or about October 20, 1993, Ford Credit answered the Complaint and filed a Motion to Transfer the Complaint to Baltimore County. A Motion hearing was held on January 12, 1994. The Court, by the Honorable Ellen Heller, denied Defendant's Motion to Transfer.

3. On or about January 26, 1994 the Assignment Office issued notices of a pre-trial conference for April 21, 1994 and jury trial for May 11, 1994.

4. The Defendant can not be ready for the May 11, 1994 trial date and, therefore, requests postponement.

5. First, there has been no pre-trial order issued in this case despite the fact that personal injuries are claimed. Accordingly, the defense is faced with all of those time problems associated with the investigation of personal injury claims yet does not have the benefit of the time to investigate these claims typically provided in the pre-trial order. This Court's usual pre-trial order calls for eight months of discovery after an Answer has been filed. Nine months are allowed for summary judgment motions and the trial date is set some months after the summary judgment deadline. The Defendant in this case must investigate both Plaintiff's claims for damages typically associated with conversion, and her claims regarding her suffering from diabetes and the relationship between that diabetes to this occurrence. This investigation requires more time than is allowed by the May 11, 1994 trial date.

6. Second, the Plaintiff has compounded this time problem by not providing adequate discovery responses as to experts in particular and to other matters in general. Defendant served Interrogatories upon the Plaintiff on November 11, 1993. Plaintiff answered those Interrogatories in December, 1993 and provided supplemental Answers in January, 1994. Plaintiff has failed, however, to provide the

subject areas upon which her experts are expected to testify and the other information necessary to begin discovery of these experts. See Plaintiff's Amended Answers to Interrogatory Nos. 8 and 9 attached hereto as Exhibit 1.

7. In a letter dated January 19, 1994, counsel for the Defendant has addressed these concerns, along with other areas of concern, with the Plaintiff. Despite these attempts, the Plaintiff has not been forthcoming with further information regarding these experts. Correspondence appended hereto as Exhibit 2.

8. The Defendant can not even begin to arrange the necessary independent medical examinations and expert testimony opposing the Plaintiff's medical claims until this information is received.

9. Finally, the May 11, 1994 trial date is not available on the calendars of counsel for Defendant. Robert L. Ferguson, Jr. is previously scheduled to try the matter of Walker v. Atlantic Refrigeration in the Circuit Court for Baltimore County from May 10, 1994 to May 13, 1994. Co-counsel, Jodi K. Ebersole, is presently out of the office on maternity leave having given birth to her child on February 15, 1994. Ms. Ebersole is not scheduled to be back into the office until late May or early June.

10. Michael N. Russo, Jr., another attorney in Defendant's counsel's office, has participated in this case to

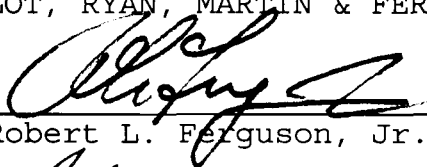
a limited extent. That is, Mr. Russo argued the Motion to Transfer before Judge Heller and has met with Plaintiff's counsel on one occasion for an exchange of discovery. However, Mr. Russo is scheduled to try the matter of Hodges v. Massey Ford, et al. in the Circuit Court for Washington County during the week of May 16, 1994 and, thus, would not be available to try this case which is likely to overlap.

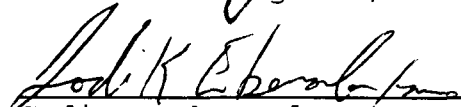
11. Postponing the trial date in this matter will not prejudice the Plaintiff. If the case is to be tried after July 1, 1994 the Plaintiff would still have her trial less than ten months after filing her Complaint.

WHEREFORE, for the reasons set forth above, Defendant Ford Motor Credit Company respectfully requests that the May 11, 1994 trial date be postponed and that the Assignment Office be instructed to set the matter in for trial the next available date after July 1, 1994; and for any further relief the Court may deem appropriate.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY:


Robert L. Ferguson, Jr.


Jodi K. Ebersole

4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

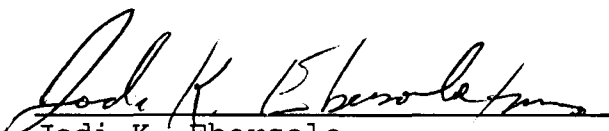
POINTS AND AUTHORITIES

1. Md. Rule 2-311
2. Md. Rule 2-508
3. The record in this action.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: 


Robert L. Ferguson, Jr.



Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of March, 1994,
a copy of Defendant's Motion for Continuance was mailed, first
class, postage pre-paid to: Mercedes C. Samborsky, 309
Garnett Road, Joppatowne, Maryland 21085, attorney for
Plaintiff.



Of Counsel for Defendant

8. Give the names and addresses of all hospitals, experts, or other health care providers including, but not limited to, medical experts whom you have consulted with respect to either the happening of the accident or the injuries sustained, and list the dates of such consultations or treatments.

ANSWER: I have consulted the following experts:

Dr. Kyler, regular MD, clinic Associates, Commerce Center, Reisterstown, Maryland, until about April of 1993. I have not yet completed treatment.

Yalich Management, Inc., 1724 Woodlawn Drive, Suite 7, Baltimore, Maryland 21207. Dates, 4/7/93 to 6/22/93.

Dr. Louis Miller, MDS, 4000 Old Court road, Baltimore, Maryland 21208.

This was not an accident. My injuries were caused by the intentional and wrongful taking of my vehicle.

9. State the names and addresses of all experts whom you propose to call as witnesses at trial, the subject matter on which each is expected to testify, the substance of the facts and opinions, to which each expert is expected to testify, the area of expertise of such experts, and attach to your Answers hereto copies of all written reports, notes, or memoranda made for you, or otherwise in your possession made by all such experts.

ANSWER: See answer #8.

10. Give an itemized statement of all charges, expenses, and losses allegedly paid or sustained by you as a result of the occurrence. As to each, state which of said charges, expenses, or losses have been paid and by whom.

ANSWER: See spreadsheet attached.

11. State in detail all injuries, disabilities and sicknesses, other than those sustained in the occurrence complained of, ever sustained by you, whether before or after the occurrence, give the dates when each was sustained, the names and addresses of all persons and institutions that examined or treated you for each of the injuries, disabilities, and sicknesses, stated, and specify which injury, disability and sickness was treated by each such person and institution.

THIEBLOT, RYAN,
MARTIN & FERGUSON, P. A.

RC F J. THIEBLOT
AN NY W. RYAN
J. EDWARD MARTIN
ROBERT L. FERGUSON, JR.*
BRUCE R. MILLER*
ROBERT D. HARWICK, JR.*
THOMAS J. SCHETELICH
CHRISTOPHER J. HEFFERNAN*
M. BROOKE MURDOCK
ANNE M. HREHOROVICH*
DONNA M. RAFFAELE*
KAREN R. WILKOWSKY*
MICHAEL N. RUSSO, JR.*
JODI K. EBERSOLE*
HAMILTON F. TYLER*
PETER J. BASILE*

ATTORNEYS AT LAW
4TH FLOOR, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202-3091

(410)837-1140

FAX LINE (410)837-3282

WASHINGTON LINE
(202)628-8223

DELAWARE LINE
(302)737-9034

* ADMITTED IN D.C. AND MARYLAND

January 19, 1994

Mercedes Samborsky, Esq.
309 Garnett Road
Joppatowne, Maryland 21085

RE: 93-3760
Mamie Jefferson v. Ford Motor Credit
Company

Dear Ms. Samborsky:

This letter is in regards to the Answers to Interrogatories which you hand delivered to me at the hearing on Defendant's Motion to Transfer. The Answers are unexecuted, and there is other information which I believe is missing which I would appreciate you provide to me as soon as possible.

First, please provide executed Answers to Interrogatories as soon as possible. You indicated you were meeting with your client the day of the hearing, and in fact, your client appeared at the hearing. There has been sufficient time for me to receive the executed Answers to Interrogatories since the date of the hearing. However, to date, I have not received them.

With respect to Answer to Interrogatory No. 2, this Interrogatory requests the name and address of employers and the duties and wages at the time of the occurrence. While the majority of the information has been provided, you have not provided Ms. Jefferson's duties at the Baptist Home of Maryland/Delaware, Inc., Pleasant Manor Convalescent Center and Northwest Convalescent Center. I would appreciate if you would provide this information as soon as possible.

With respect to Answer to Interrogatory No. 8, you have neither provided Dr. Kyler's first name, nor the dates of consultation or treatment with Dr. Kyler or Dr. Louis Miller. I would appreciate if you could provide this information as soon as possible.

With respect to the experts you propose to call as witnesses at the trial of the witness identified in Answer to Interrogatory No. 9, you fail to provide the name of the expert you propose to call from

B

Ms. Samborsky
January 19, 1994
Page 2

Yalich Clinic. You also fail to provide the subject matter upon which each expert is expected to testify, the substance of the facts and opinions of each expert, the area(s) of expertise, and you fail to provide copies of written reports of these experts. Please provide this information immediately.

With respect to Answer to Interrogatory No. 10, you attach a spread sheet to your Answers. This spread sheet has handwritten in pencil "this does not include lost wages." If you are claiming lost wages on behalf of your client as a result of this incident, please provide an itemization of this information immediately.

With respect to Answer to Interrogatory No. 13 which requests the names of any person or persons not parties to this action which caused or contributed to the occurrence, you indicate only that "Defendant's employees caused the injuries described." I would appreciate if you could provide the names of the employees of Ford Motor Credit Company whom you claim caused or contributed to the occurrence, and provide a concise statement of facts in support of your contention. This information was properly requested in the Interrogatory and should be provided.

With respect to Answer to Interrogatory No. 19, you fail to state the date, nature and substance of Ms. Jefferson's contacts with Mr. Chiroff, Mr. Gaunz and Ms. Bragg. Please provide this information as soon as possible.

Finally, with respect to Answer to Interrogatory No. 22, you include a record of payments made by Ms. Jefferson since September, 1992. The Interrogatory specifically requests the date and amount of each payment made on the account and the place where each payment was made or mailed. This includes all payments made on the account since the inception of the contract. Please supplement your Answers to Interrogatories to provide this information immediately.

With respect to the response to Request for Production of Documents, I have not received a written response to the Request. I did receive a letter dated from you dated January 12, 1994 and attaching several copies of documents. Without a written response to Requests for Production of Documents, I can not tell to which request these documents are responsive. In Court on January 12, 1994, you advised me that you did not know where all the documents were and you would send me a copy of the written response to Requests for Production of Documents advising which documents would be "made available." This is unacceptable. The documents were required to be produced in my office on December 13, 1993 at 10:00

THIEBLOT, RYAN,
MARTIN & FERGUSON, P.A.
ATTORNEYS AT LAW

Ms. Samborsky
January 19, 1994
Page 3

a.m. Neither you nor your client appeared to provide the documents.

I have requested a written response to Requests for Production of Documents and legible copies of all documents. The copies of the tax returns which you sent to me are illegible. Please provide me with a written response for Requests for Production of Documents and legible copies of all documents responsive to my request immediately. Please also provide me with supplemental Answers to Interrogatories which are executed properly.

I also note that the majority of the pleadings which have been sent to me, have been sent unexecuted by you. I would appreciate receiving executed copies of pleadings for my file.

Please contact me if you have any questions or problems regarding this matter. If I do not hear from you, I will assume that I will receive supplemental Answers to Interrogatories and a written response to Requests for Production of Documents within the next two weeks.

Thank you.

THIEBLOT, RYAN, MARTIN & FERGUSON

Jodi K. Ebersole /gh

BY: Jodi K. Ebersole

JKE/gh

cc: Ms. Mary Reno

MAMIE JEFFERSON,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	
v.	*	FOR
	*	BALTIMORE CITY
FORD MOTOR CREDIT COMPANY,	*	
	*	Case No. 93251040
Defendant	*	CL169713
* * * * *	*	* * * * *

ORDER

Defendant Ford Motor Credit Company's Motion for Continuance of the May 11, 1994 trial date and any responses or replies thereto having been read and considered and the Court having found that good cause for postponing the trial date has been shown, it is this _____ day of _____, 1994 by the Circuit Court for Baltimore City,

ORDERED, that the Motion for Continuance be, and the same hereby is, granted; and that it is further,

ORDERED, that the Assignment Commissioner shall postpone the May 11, 1994 trial date and shall set it in for trial on the next available date on the Court's docket after July 1, 1994.

Judge, Circuit Court for
Baltimore City

cc: Mercedes Samborsky, Esquire
Robert L. Ferguson, Jr., Esquire
Jodi K. Ebersole, Esquire

23
[Handwritten signature]

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

MAMIE JEFFERSON,

IN THE

1991 FEB -8 A 9:14
Plaintiff CIRCUIT COURT

v. CIVIL DIVISION FOR

FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY

Defendant * Case No. 93251040
CL169713

* * * * *

NOTICE OF DISCOVERY

I HEREBY CERTIFY that on this 7th day of February, 1994, a copy of Defendant's Response to Plaintiff's Third Request for Admission of Facts and Genuineness of Documents, along with a copy of this Notice, was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, attorney for Plaintiff.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: *Jodi K. Ebersole*
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

[Handwritten signature]

22

MAMIE JEFFERSON

Plaintiff

VS.

FORD MOTOR CREIT CORP.

Defendant

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

1994 FEB -7 A 8:37

CIVIL DIVISION

IN THE

CIRCUIT COURT FOR

BALTIMORE CITY

CIVIL CASE

93251040

CL-169713

* * * * *

CERTIFICATE OF DISCOVERY

I HEREBY CERTIFY that on this 4th day of February, 1994,
I served or caused to be served on all counsel or pro se
parties hereto the following documents:

1. Plaintiff, MAMIE JEFFERSON's, Amended Answers to Interrogatories.

I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.

Mercedes C. Sambersky
 Mercedes C. Sambersky
 309 Garnett Road
 Joppatowne, MD 21085
 Tel: (410) 679-2010
 Attorney for Plaintiff

CertDisc

J

21

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

MAMIE L. JEFFERSON,

1994 JAN 31 P 3:24

Plaintiff CIVIL DIVISION

vs.

No. 93251040/CL169713

FORD MOTOR CREDIT CORP.,

Defendant.

_____ /

REPORTER'S OFFICIAL TRANSCRIPT OF PROCEEDINGS
Motion to Transfer Venue
(Excerpt - Memorandum and Opinion)

Baltimore, Maryland

Wednesday, January 12, 1994

BEFORE:

THE HONORABLE ELLEN M. HELLER, Associate Judge

APPEARANCES:

For the plaintiff:

MERCEDES SAMBORSKY, ESQ.

For the defendant:

MICHAEL RUSSO, ESQ.
JODI EMBERSOLE, ESQ.

REPORTED BY:

Charles F. Madden
Official Court Reporter
507 Courthouse West
Baltimore, Maryland 21202

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P R O C E E D I N G S

(9:58 a.m.)

(Excerpt - Court's Memorandum and Opinion)

COURT'S MEMORANDUM AND OPINION

THE COURT: This is an action brought by the plaintiff Mamie Jackson against the Ford Motor Credit Company involving the repossession of a car on March 5, 1993, purchased by the plaintiff.

The motion before the Court today is a motion to transfer venue to the Circuit Court for Baltimore County, for convenience pursuant to Maryland Rule 2-327.

Defendant does not contest that venue is proper both in Baltimore City and Baltimore County. Rather the request is to transfer for convenience reasons.

Under *Odenton Development v. Lamy*, 320 Md. 33 (1990), the burden is on the moving party to prove that the interests of justice would be served by the transfer. A motion to transfer should be granted only when the balance weighs strongly in favor of the moving party. On what has been presented to the Court today, the Court does not believe the defendant has met its burden.

First and foremost in the Court's

1 consideration is that the plaintiff, it has been
2 proffered -- although the Court notes there should have
3 been an affidavit but I am accepting the proffer --
4 that the plaintiff does not have other transportation
5 but public transportation.

6 She lives on the line of the subway and,
7 thus, would have an approximate 15-minute ride to get
8 to the Circuit Court for Baltimore City. On the other
9 hand, she would have an extraordinarily difficult time
10 going from Owings Mills to Towson because of the lack
11 of appropriate public transportation.

12 In addition, I am told that the cause of
13 action occurred in Baltimore City, that there are
14 records and documents pertaining to this case in the
15 city, counsel live in the city, and witnesses, at least
16 some of them that will be testifying, will be coming up
17 from Anne Arundel County.

18 If we were talking about going to far distant
19 areas of the State; that is, Deep Creek Lake and
20 Baltimore City, or Wicomico County and Baltimore City,
21 then different considerations would come into mind.
22 But the Circuit Court for Baltimore County and
23 Baltimore City are very close to each other, and I
24 don't see anything inconvenient to the defense to have
25 this case tried in the Circuit Court for Baltimore

1 City. Thus, motion is denied.

2 (End of excerpt.)

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REPORTER'S CERTIFICATE

I, Charles F. Madden, an Official Court Reporter of the Circuit Court for Baltimore City, do hereby certify that I stenographically recorded the proceedings in the matter of Mamie Jefferson versus Ford Motor Credit Corp., Number 93251040/CL169713 in the Circuit Court for Baltimore City, on January 12, 1994, before the Honorable Ellen M. Heller, Associate Judge.

I further certify that the page numbers 1 through 4 constitute the official transcript of the proceedings as transcribed by me from my stenographic notes to the within typewritten matter in a complete and accurate manner.

In Witness Whereof, I have affixed my signature this 28th day of January, 1994.

Charles F. Madden
Official Court Reporter

MAMIE L. JEFFERSON

* IN THE

Plaintiff

* CIRCUIT COURT

vs.

FILED

FOR

FORD MOTOR CREDIT CORP.

NOV 20 1993

BALTIMORE CITY

Defendant

**CIRCUIT COURT FOR
BALTIMORE CITY**

Case No.: 93251040CL169713

* * * * *

ORDER

HAVING CONSIDERED the defendant's motion to transfer this case to Baltimore County per Maryland Rule 2-327(c) and the plaintiff's answer thereto, it is this 12 day of January, 1993, by the Circuit Court for Baltimore City, ORDERED that the defendant's motion to transfer be and the same is hereby denied.

Reason set forth in court
Geller

J U D G E

transferCASE

REC 10 1968

Handwritten notes in the bottom left corner, possibly including the number "1000".

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR WEDNESDAY JANUARY 12, 1994 P03 10:00

CASE NUMBER - 93251040
CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713 CL
CATEGORY - OTHER LAW
PROCEEDING - MOTION HEARING - GENERAL

FERGUSON, ROBERT JR DEFENSE ATTORNEY 837-1140
EBERSOLE, JODI K DEFENSE ATTORNEY
SAMBORSKY, MERCEDES PLAINTIFF ATTORNEY 679-2010

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMANDED) (___ NON PROS/DISMISSED)
- (___ JUDGEMENT NISI) (___ ORDER/DECREE SIGNED) (___ OTHER) PLEASE EXPLAIN:
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED)
- (___ POSTPONED) (___ MOTION GRANTED)
- (___ SUB CURIA) (MOTION DENIED)

JUDGE SIGNATURE [Signature] DATE 1/12/94

...IDING JUDGE
...COURTROOM CLERK
...STENOGRAPHER

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...AY JANUARY 12, 1984

403 10:00

NUMBER - 93251040
TITLE - JEFFERSON VS F
CATEGORY - CIVIL LAW

1189713

CL

PROCEEDING - MOTION HEARING - GENERAL

FERGUSON, ROBERT JR
SOLE, JODI K
SA, ...

DEFENSE ATTORNEY
DEFENSE ATTORNEY
PLAINTIFF ATTORNEY

(___) JURY) (___) ... (___)

DISPOSITION (CHECK)

- (___) SETTLED) (___) CANNOT SETTLE) (___) NEXT COURT DATE)
- (___) ...)
- (___) JUDGEMENT NISI) (___) ORDER/DECREE SIGNED) (___) OTHER)
- (___) JUDGEMENT ABSOLUTE) (___) ORDER/DECREE TO BE SIGNED)
- (___) ...)
- (___) SUB CLP 1A) (✓) MOTION DENIED)

JUDGE SIGNATURE _____

RESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR WEDNESDAY JANUARY 12, 1994

#03

20
mg
10:00

CASE NUMBER - 93251040

CASE TITLE - JEFFERSON VS FORD MOTOR CREDIT CORP. CL169713

CL

CATEGORY - OTHER LAW

PROCEEDING - MOTION HEARING - GENERAL

FERGUSON, ROBERT JR
EBERSOLE, JUDI K
SAMBORSKY, MERCEDES

DEFENSE ATTORNEY
DEFENSE ATTORNEY
PLAINTIFF ATTORNEY

837-1140

679-2010

TYPE OF PROCEEDING: (___ JURY) (___ NON-JURY) (___ OTHER)

DISPOSITION (CHECK ONE)

- (___ SETTLED) (___ CANNOT SETTLE) (___ NEXT COURT DATE)
- (___ VERDICT) (___ REMAILED) (___ FOR PROS/DISMISSAL)
- (___ JUDGEMENT MISI) (___ ORDER/DECREE SIGNED) (___ OTHER)
- (___ JUDGEMENT ABSOLUTE) (___ ORDER/DECREE TO BE SIGNED) PLEASE PRINT:
- (___ POSTPONED) (___ MOTION GRANTED)
- (___ SUB CURIA) (MOTION DENIED)

SIGNATURE _____

DAY _____

0001
1/12/94

MAMIE L. JEFFERSON

* IN THE

Plaintiff

RECEIVED CIRCUIT COURT
CIRCUIT COURT FOR
BALTIMORE CITY

vs.

FORD MOTOR CREDIT CORP 1994 JAN 17 A 8:24 BALTIMORE CITY

Defendant

CIVIL DIVISION Case No.: 93251040CL169713

* * * * *

REQUEST FOR ASSIGNMENT OF A JURY TRIAL DATE

Plaintiff, Mamie L. Jefferson, requests and elects a jury trial date in the above captioned case.

Mercedes C. Samborsky
MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
(410) 679-2010
Attorney for plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January, 1994, a copy of the foregoing REQUEST FOR ASSIGNMENT OF A JURY TRIAL DATE was mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.

Mercedes C. Samborsky
Mercedes C. Samborsky

REQjtd

[Handwritten mark]

1994

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY IN THE

MAMIE L. JEFFERSON

Plaintiff

1994 JAN 17 A 8:21 CIRCUIT COURT

vs.

CIVIL DIVISION FOR

FORD MOTOR CREDIT CORP.

* BALTIMORE CITY

Defendant

* Case No.: 93251040CL169713

* * * * *

REQUEST FOR SETTLEMENT CONFERENCE

Mr. Clerk:

Plaintiff requests a Settlement Conference in the above captioned case.

Mercedes C. Samborsky
MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January, 1994, a copy of the foregoing REQUEST FOR SETTLEMENT CONFERENCE was mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.

Mercedes C. Samborsky
Mercedes C. Samborsky

RqstStlmntConf

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MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

RECEIVED
CIRCUIT COURT FOR THE
BALTIMORE CITY
* CIRCUIT COURT
1994 JAN 17 A 8:55
* FOR
CIVIL DIVISION
* BALTIMORE CITY

* Case No.: 93251040CL169713

* * * * *

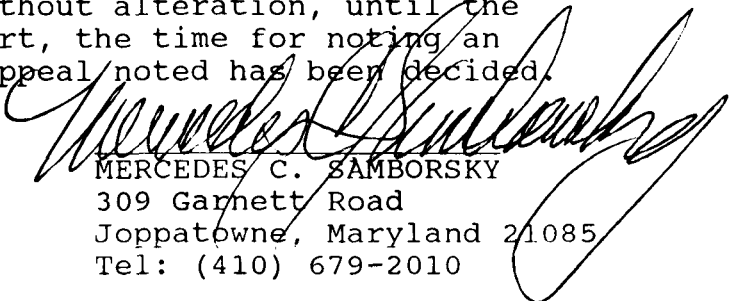
NOTICE OF SERVICE OF DISCOVERY MATERIAL

I HEREBY CERTIFY pursuant to Maryland Rule 2-401, that on the 12 day of January, 1994, plaintiff's Answers to Interrogatories, together with a copy of this notice was hand delivered to:

Jodi K. Ebersole, Esq.
Thieblot, Ryan, Martin & Ferguson, P.A.
World Trade Center, Suite 444
401 E. Pratt Street
Baltimore, Maryland 21202

Attorney for defendant.

I will retain the original of the above designated document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.



MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, Maryland 21085
Tel: (410) 679-2010

Attorney for Plaintiff

NTCsrVDISCansINT

0

MAMIE L. JEFFERSON
Plaintiff

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

IN THE
CIRCUIT COURT

vs.

1994 JAN 10 A 8:48

FOR

FORD MOTOR CREDIT CORP. DIVISION

BALTIMORE CITY

Defendant

* Case No.: (Jury)

93251 040CL169713

* * * * *

CERTIFICATE OF DISCOVERY

I HEREBY CERTIFY that on this 7th day of January, 1994, I served on the defendant or its counsel of record, by first class mail the following documents:

- 1. Plaintiff, Mamie L. Jefferson's, Third Request for Admission of Fact and Genuineness of Documents;

I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.

Mercedes C. Samborsky
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

1608

RECEIVED
 CIRCUIT COURT FOR
 BALTIMORE CITY IN THE
 MAMIE L. JEFFERSON
 Plaintiff
 vs.
 FORD MOTOR CREDIT CORP.
 Defendant

1994 JAN 10 A 8:49
 CIVIL DIVISION
 CIRCUIT COURT
 FOR
 BALTIMORE CITY
 Case No.: 93251040
 CL169713

* * * * *

CERTIFICATE OF DISCOVERY

I HEREBY CERTIFY that on this 7th day of January, 1994, I served on the defendant or its counsel of record, by first class mail the following documents:

- 1. Plaintiff, Mamie L. Jefferson's, Response to Request for Production of Documents;

I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.

Mercedes C. Samborsky
 Mercedes C. Samborsky
 309 Garnett Road
 Joppatowne, MD 21085
 Tel: (410) 679-2010
 Attorney for Plaintiff

CertDiscRESrqPD

1994
 JAN 10
 10:30 AM

10

RECEIVED FOR
CIRCUIT COURT FOR
BALTIMORE CITY
93 DEC 29 PM 3:34
CIVIL DIVISION

MAMIE JEFFERSON,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	BALTIMORE CITY
FORD MOTOR CREDIT COMPANY,	*	Case No. 93251040
	*	CL169713
Defendant	*	
* * * * *	*	* * * * *

NOTICE OF DISCOVERY

I HEREBY CERTIFY that on this 27th day of December, 1993, a copy of Defendant's Response to Plaintiff's Second Request for Admission of Facts and Genuineness of Documents, along with a copy of this Notice, was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, attorney for Plaintiff.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Jodi K. Ebersole
 Jodi K. Ebersole
 4th Floor
 The World Trade Center
 Baltimore, Maryland 21202
 (410) 837-1140
 Attorneys for Defendant Ford
 Motor Credit Company

10

MAMIE JEFFERSON,

Plaintiff

v.

FORD MOTOR CREDIT COMPANY,

Defendant

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

* CIRCUIT COURT

1993 DEC 17 A 9:52

* FOR
CIVIL DIVISION

* BALTIMORE CITY

* Case No. 93251040

CL169713

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 13th day of December, 1993, a copy of Defendant Ford Motor Credit Company's Answer to Interrogatories to Plaintiff were mailed, first class, postage pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiffs.

Thieblot, Ryan, Martin & Ferguson

By: Jodi K. Ebersole

Jodi K. Ebersole
4th Floor, The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorney for Defendant Ford Motor
Credit Company

13

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

RECEIVED
 CIRCUIT COURT FOR
 BALTIMORE CITY
 * CIRCUIT COURT
 1993 DEC -9 A 8:45
 * FOR BALTIMORE CITY
 CIVIL DIVISION
 * CASE #93251040 (Jury)
 * CL169713

* * * * *

NOTICE OF SERVICE OF DISCOVERY MATERIAL

I HEREBY CERTIFY that on this 8th day of December,
 1993, PLAINTIFF'S SECOND REQUEST FOR ADMISSION OF FACTS AND
 GENUINENESS OF DOCUMENTS and a copy of this Notice of
 Service were mailed to:

Jodi K. Ebersole, Esq.
 Thieblot, Ryan, Martin & Ferguson, P. A.
 4th floor, The World Trade Center
 Baltimore, Maryland 21202-3091
 Attorney for defendant

I will retain the original of this document in my
 possession pursuant to Rule 2-401(c)(2), without alteration,
 until this matter is concluded in this Court.

Mercedes Samborsky
 MERCEDES C. SAMBORSKY
 309 Garnett Road
 Joppatowne, MD 21085
 (410) 679-2010
 Attorney for plaintiff

NtcServiceDisc

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CIVIL POSTPONEMENT FORM

DATE: 11/22/93

Mamie L. Jefferson,
Plaintiff(s)

IN THE
CIRCUIT COURT
FOR
BALTIMORE CITY

v.

FORD MOTOR CREDIT COMPANY
Defendant(s)

Computer #: _____

File #: 93251040 CL169713

Jury CT. _____ CTF. _____ MOT. GEN 2-507

DOMESTIC JUDGE: _____ DOMESTIC MASTER: _____

PLEASE PRINT

To be postponed from: DATE: 12/20/93 PRIOR POSTPONEMENTS: Y N


Postponement requested by: Plaintiff

Postponement reason: (please specify):
Re-existing non-cancellable plans with grandchildren and daughter in Los Angeles, Calif.

Plaintiff(s) Attorneys:
Niveda C. Sambrunsky

Defendant(s) Attorneys:
Jodi Ebersole

New Trial Date: motion hearing ~~that~~ 11/2/94

Approved: Denied: _____ :  (JUDGE'S SIGNATURE)

Rec'd 11/22/93

JP

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY IN THE

MAMIE JEFFERSON,

Plaintiff NOV 15* A 8:12

v.

CIVIL DIVISION

FORD MOTOR CREDIT COMPANY,

* BALTIMORE CITY

Defendant

* Case No. 93251040

CL169713

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 14th day of November, 1993,
a copy of Defendant Ford Motor Credit Company's
Interrogatories to Plaintiff were mailed, first class, postage
pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett
Road, Joppatown, Maryland 21085, attorney for Plaintiffs.

Thieblot, Ryan, Martin & Ferguson

By: Jodi K. Ebersole
Jodi K. Ebersole
4th Floor, The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorney for Defendant Ford Motor
Credit Company

J

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

MAMIE JEFFERSON,

Plaintiff

1993 NOV 15 A 8:15

IN THE
CIRCUIT COURT

v.

CIVIL DIVISION
FOR

FORD MOTOR CREDIT COMPANY,

* BALTIMORE CITY

Defendant

* Case No. 93251040
CL169713

* * * * *

NOTICE OF SERVICE

I HEREBY CERTIFY that on this 14th day of November, 1993, a copy of Defendant Ford Motor Credit Company's Requests for Production of Documents to Plaintiff were mailed, first class, postage pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiffs.

Thieblot, Ryan, Martin & Ferguson

By: Jodi K. Ebersole
Jodi K. Ebersole
4th Floor, The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorney for Defendant Ford Motor
Credit Company

J

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE
 * CIRCUIT COURT FOR BALTIMORE CITY
 * FOR
 * BALTIMORE CITY DIVISION
 * Case No.: 93251040CL169713

RECEIVED
 CIRCUIT COURT FOR
 BALTIMORE CITY
 1993 NOV 12 A 10:09
 CITY DIVISION

* * * * *

PLAINTIFF'S SUPPLEMENTAL ANSWER TO DEFENDANT FORD
 MOTOR CREDIT COMPANY'S MOTION FOR TRANSFER
 OF ACTION PURSUANT TO MD. RULE 2-327

Plaintiff, by Mercedes C. Samborsky her attorney,
 responding to the defendant's motion to transfer,
 respectfully says:

1. The act which is the basis of the plaintiff's
 complaint, the wrongful repossession of her vehicle by the
 defendant, occurred in Baltimore City, not Baltimore County
 as alleged by defendant in its motion to transfer.

2. Since, the defendant repossessed plaintiff's
 vehicle in Baltimore City she has no way to get to court
 except by subway or bus. She has no vehicle and depends on
 mass transit for most of her transportation needs.

3. The Circuit Court for Baltimore City is the only
 Court readily accessible to her from her residence by
 subway.

4. Plaintiff and her witnesses live in the
 Reisterstown Road corridor near a subway stop. The Circuit

rl

Court for Baltimore City is a fifteen (15) minute subway ride from her home and from the homes of her witnesses.

5. To reach the Circuit Court for Baltimore County she must first take a bus or subway to Baltimore City then transfer to a bus going to Baltimore County. It takes four (4) times as long to get to the Baltimore County Court in Towson than it does to the Circuit Court for Baltimore City.

6. The defendant's legal counsel, Robert Harwick, Esq., whom plaintiff intends to call as a witness, is also employed in Baltimore City at the law firm of Thieblot, Ryan, Martin & Ferguson, P. A. The defendant's records reference the transactions subject of this complaint are also in Baltimore City at the offices of Thieblot, Ryan, Martin & Ferguson, P. A. which reviewed all of the documents relevant to this case before the complaint and sent correspondence stating the defendant's position from their Baltimore City office.

7. Even the attorney representing the defendant in this case has her principal office in Baltimore City at the World Trade Center. Ergo, if the defendant's attorney is billing the defendant for her time spent she will spend less time travelling from her World Trade Center office to the Circuit Court for Baltimore City than she would if she travelled to Towson to the Baltimore County Circuit Court.

8. The plaintiff, through her counsel, avers that Baltimore City is a more convenient location for her, her

witnesses, for defendant's counsel and the defendant's employees that plaintiff intends to call as witnesses. Additionally, the documents relevant to plaintiff's claim are located in Baltimore City.

9. Per Maryland Rule 2-327(c) the defendant, to merit a transfer of this case based on the form non conveniens rule, must prove **all** of the following conditions exist:

(a) the transfer is for the convenience of the parties, **and**

(b) the transfer is for the convenience of the witnesses, **and**

(c) the transfer serves the interest of justice.

10. Rule 2-327(c) is stated with the various conditions set forth in the conjunctive, "and", which means that all conditions must be met before the court may transfer the case to another circuit. Black's Law Dictionary, (4th Ed.1951), p. 112, defines "and" as:

"A conjunction connecting words or phrases expressing the idea that the latter is to be added to or taken along with the first."
(Citations omitted).

11. Rule 2-327(c) does not use the disjunctive "or" which means that only one of the stated conditions must be met for the statute to apply. This Rule is not intended to be interpreted in the disjunctive. Black's Law Dictionary, (4th Ed. 1951), p. 1246, defines "or" as:

"A disjunctive particle used to express an alternative or to give a choice of one among two or more things." (Citations omitted).

12. Rule 2-327(c), by the use of the conjunctive **and** between the conditions rather than the disjunctive **or**, clearly means that **all** of the conditions stated in the Rule must exist before the court may order transfer.

13. The framers of the Maryland Rules surely understood the difference between the meaning of the conjunctive "and" and the disjunctive "or", because these words are used separately and appropriately throughout the Rules according to their definitions, as hereinafter indicated, to wit, Rule 1-202 where the disjunctive "or" is used in word definitions; Rule 1-312(a) where the conjunctive "and" is used to indicate the requirements of the signing attorney, and generally throughout the rules.

14. The defendant, whose regular attorney originally handling this matter, is located in Baltimore City (Thieblot, Ryan, Martin & Ferguson, P. A.) cannot show any inconvenience in presenting their defense in Baltimore City. In fact, the Baltimore City locus is more convenient for the defendant than Baltimore County, because it is closer to the office of defendant's counsel. This defendant is regularly sued in Baltimore City, has agents and representatives in Baltimore City, and can more conveniently defend its case in Baltimore City than in Baltimore County. Therefore, the first requirement for transfer of this case, the "convenience of the parties", is not met.

15. There is no affidavit, or any other indication from any of the witnesses, that any of them would be inconvenienced if the case is tried in Baltimore City. The defendant's claim that because the plaintiff resides in Baltimore County and some of the wrongful acts alleged occurred in Baltimore County is not sufficient to support a request for transfer based on witnesses inconvenience where venue is proper in Baltimore City and there is ample reason for the case to be heard in Baltimore City. Therefore, the second requirement for transfer of this case, the convenience of the witnesses, is not met. Additionally, the plaintiff's witnesses find the Baltimore City forum more convenient and accessible than the Baltimore County forum.

16. The requested transfer does not serve the interest of justice. The reason the plaintiff chose a Baltimore City venue is to better serve justice. She is black. In Baltimore City there is a better chance that the plaintiff will be tried by a jury of her peers (a jury panel containing a significant number black jurors) than there is in Baltimore County where the majority of the jury panelists are white. Therefore, the third requirement for transfer of this case, that the transfer serve the ends of justice, is not met. In fact, justice will be subverted if transfer is ordered because this black plaintiff is then forced to have her civil claim tried by an all white or predominantly white jury in Baltimore County.

17. Additionally, venue for this action is proper in Baltimore City because the defendant carries on a regular business in Baltimore City and is therefore subject to suit in Baltimore City. Anno. Cd. of Md., C&JP, Subtitle 2. Venue, § 6-201(a).

18. The plaintiff has an absolute right to select the court of proper venue as may be permitted under Anno. Cd. of Md., C&JP, Subtitle 2. Venue, § 6-201(a). Swanson v. Wilde, 74 Md. App. 57 A. 2d 694 (1988) and Perkins v. Eskridge, 278 Md. 619, 366 A. 2d 21 (1976).

19. Rule 2-327(c), is an abridgement of the plaintiff's constitutional right to select the forum in which to sue the defendant and should be strictly construed to permit transfer only where all of the conditions set forth in the rule exist. None of the condition exist in this case.

20. Defendant has not satisfied its burden of proving that the interest of justice would be served by changing the venue. See Odenton Development v. Lamy, 320 Md. 33, 40, 575 A. 2d 1235 (1990) which cites only federal cases have authority on the forum non conveniens issue.

21. The federal courts hold that the defendant (the moving party) may not base its claim for transfer on the plaintiff's inconvenience. The inconvenience complained of must be the defendant's or its witnesses. See Cline v. New York C.R. Co., 192 F.Supp. 206 (1961 ND Ohio). Therefore, the defendant cannot raise the plaintiff's residence or the

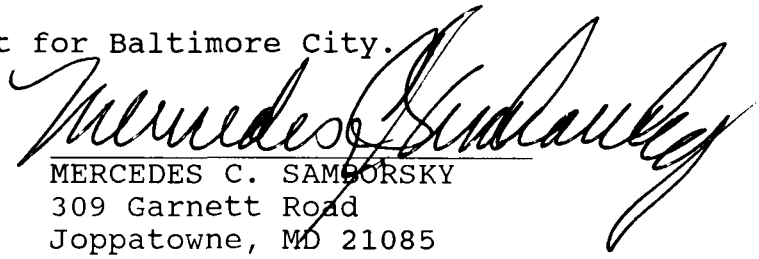
residence of her witnesses as basis for transferring this case to Baltimore County. Defendant has admitted that its witnesses are employed in Howard County. Baltimore City is just as accessible to defendant's witnesses as Baltimore County.

22. For the reasons stated above, this case should remain in Baltimore City.

23. She admits the matters and facts alleged in paragraphs numbered 1, 2, 3, 5, 6, 7, and 4 of the said Motion.

24. She denies the matters and facts alleged in paragraphs numbered 4, 8, 9, 10, and 11 thereof.

WHEREFORE, having fully answered the said motion plaintiff prays that transfer be DENIED and that this case proceed before the Circuit Court for Baltimore City.


MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

STATEMENT OF POINTS AND AUTHORITIES

Maryland Rule 2-327(c)

Maryland Rule 1-202

Maryland Rule 1-312(a)

Black's Law Dictionary, (ed 4, 1951)

Anno. Cd. of Md., C&JP, Subtitle 2., Venue, § 6-201(a)

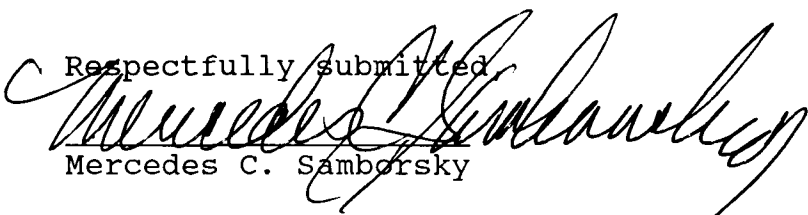
Swanson v. Wilde, 74 Md. App. 57, A.2d 694 (1988)

Odenton Development v. Lamy, 278 Md. 619, 366 A. 2d 21
(1976)

Cline v. New York C.R. Co., 192 F.Supp. 206 (1961 ND Ohio)

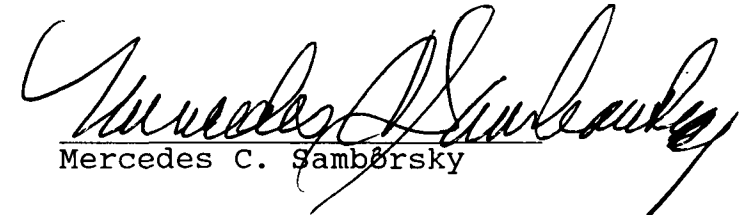
28 U.S.C.S. § 1404, n. 38.

Respectfully submitted,


Mercedes C. Samborsky

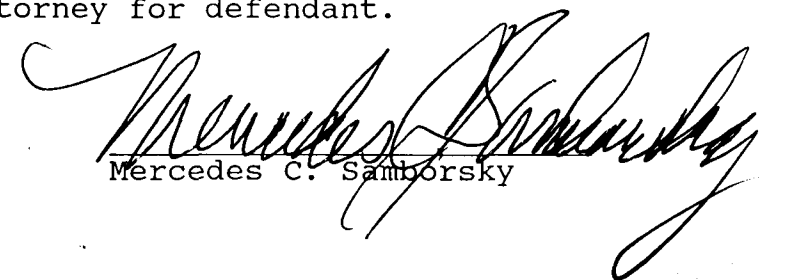
REQUEST FOR HEARING

Plaintiff requests hearing of the defendant's motion to transfer and her answer thereto.


Mercedes C. Samborsky

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of November, 1993, a copy of the foregoing PLAINTIFF'S SUPPLEMENTAL ANSWER TO DEFENDANT FORD MOTOR CREDIT COMPANY'S MOTION FOR TRANSFER OF ACTION PURSUANT TO MD. RULE 2-327, proposed ORDER and REQUEST FOR HEARING was mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.


Mercedes C. Samborsky

SUPPansMTNtrans

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE CITY

* Case No.:93251040CL169713

* * * * *

O R D E R

UPON the Defendant's Motion to Transfer and Plaintiff's Answer thereto; it is this _____ day of _____, 1993, by the Circuit Court for Baltimore City

ORDERED that the relief prayed in the aforesaid Motion be DENIED.

MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

ORDER

804

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
1993 NOV -8 A 7:32
CIVIL DIVISION

MAMIE JEFFERSON, * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
 FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY
 Defendant * Case No. 93251040
 * CL169713
 * * * * *

NOTICE OF DISCOVERY

I HEREBY CERTIFY that on this 5th day of November, 1993,
 a copy of Defendant's Response to Plaintiffs Request for
 Admission of Facts and Genuineness of Documents was mailed,
 first class, postage pre-paid to: Mercedes C. Samborsky, 309
 Garnett Road, Joppatowne, Maryland 21085, attorney for
 Plaintiff.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Jodi K. Ebersole
 Jodi K. Ebersole
 4th Floor
 The World Trade Center
 Baltimore, Maryland 21202
 (410) 837-1140
 Attorneys for Defendant Ford
 Motor Credit Company

R

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RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
1993 NOV -8 A 7:32
CIVIL DIVISION

MAMIE JEFFERSON,

Plaintiff

v.

FORD MOTOR CREDIT COMPANY,

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No. 93251040
* CL169713

* * * * *

NOTICE OF DISCOVERY

I HEREBY CERTIFY that on this 5th day of November, 1993, a copy of Defendant's Response to Plaintiffs Request for Admission of Facts and Genuineness of Documents was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, attorney for Plaintiff.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

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CIRCUIT COURT FOR
BALTIMORE CITY IN THE

1993 OCT 28 A 8:34 * CIRCUIT COURT

CIVIL DIVISION * FOR

* BALTIMORE CITY

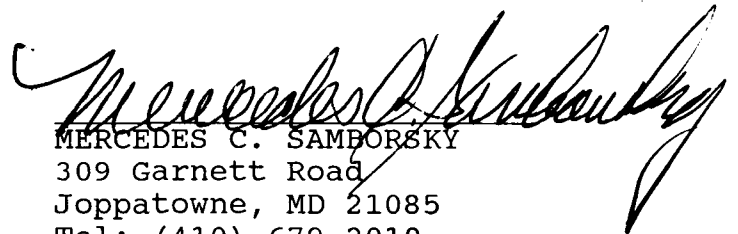
* Case No.: 93251040

CL169713

Law (Jury)

**PLAINTIFF'S REQUEST FOR SETTLEMENT OR SCHEDULING CONFERENCE
AND FOR ASSIGNMENT OF A TRIAL DATE**

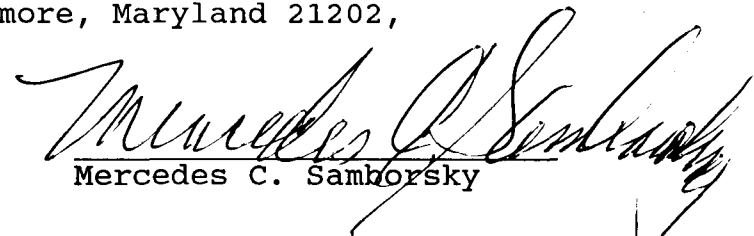
Plaintiff, by Mercedes C. Samborsky her attorney,
requests that this case be set for a settlement or
scheduling conference and that the case be assigned a date
for a jury trial.



MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25nd day of October,
1993, a copy of the foregoing PLAINTIFF'S REQUEST FOR
SETTLEMENT OR SCHEDULING CONFERENCE AND FOR ASSIGNMENT OF A
TRIAL DATE was mailed to Jodi K. Ebersole, Esq., Thieblot,
Ryan, Martin & Ferguson, P.A., World Trade Center, Suite
444, 401 E. Pratt Street, Baltimore, Maryland 21202,
attorney for defendant.


Mercedes C. Samborsky

rqstSETconfTRdt

69

MAMIE L. JEFFERSON

Plaintiff

RECEIVED IN THE
CIRCUIT COURT FOR
BALTIMORE CITY
CIRCUIT COURT

vs.

1993 OCT 28 *A 8:30H

FORD MOTOR CREDIT CORP. CIVIL DIVISION * BALTIMORE CITY

Defendant

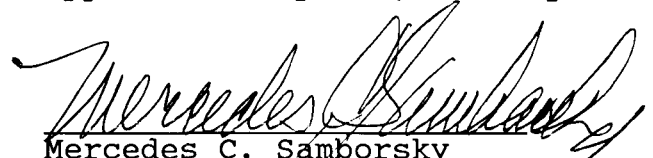
* Case No.: 93251040
CL169713
Law (Jury)

* * * * *

CERTIFICATE OF DISCOVERY

I HEREBY CERTIFY that on this 25 day of October, 1993, a copy of Plaintiff's Interrogatories were mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.

I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.



Mercedes C. Samborsky
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

CertDisc

F.N
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RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
CIRCUIT COURT
1993 OCT 22 A 8:35
CIVIL DIVISION

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No.: 93251040CL169713

* * * * *

PLAINTIFF'S ANSWER TO DEFENDANT FORD
MOTOR CREDIT COMPANY'S MOTION FOR TRANSFER
OF ACTION PURSUANT TO MD. RULE 2-327

Plaintiff, by Mercedes C. Samborsky her attorney,
responding to the defendant's motion to transfer,
respectfully says:

1. The motion is improper because it fails to state facts which would justify the requested transfer.
2. The defendant repossessed plaintiff's vehicle therefore she has no way to get to court except by subway or bus. She has no vehicle and depends on mass transit for most of her transportation needs.
3. The Circuit Court for Baltimore City is more convenient for the plaintiff and her witnesses because it is accessible by a short subway ride from their homes. Plaintiff and her witnesses live in the Reisterstown Road area near a subway stop. The Circuit Court for Baltimore City is a fifteen (15) minute subway ride from her home and from the homes of her witnesses. To reach the Circuit Court for Baltimore County she must take a bus to Baltimore City

then transfer to a bus going to Baltimore County. It takes four (4) times as long to get to Baltimore County Court in Towson than it does to the Baltimore City Court.

4. The defendant's legal counsel, Robert Harwick, Esq., whom plaintiff intends to call as a witness, is also employed in Baltimore City at the law firm of Thieblot, Ryan, Martin & Ferguson, P. A. The defendant's records reference the transactions subject of this complaint are also in Baltimore City at the offices of Thieblot, Ryan, Martin & Ferguson, P. A. which reviewed all of the documents relevant to this case before the complaint and sent correspondence stating the defendant's position from their Baltimore City office.

5. Even the attorney representing the defendant in this case has her principal office in Baltimore City at the World Trade Center. Ergo, if the defendant's attorney is billing the defendant for her time spent she will spend less time travelling from her World Trade Center office to the Baltimore City Circuit Court than she would if she had to travel to Baltimore County.

6. The plaintiff, through her counsel, avers that Baltimore City is a more convenient location for her, her witnesses, for defendant's counsel, and the defendant's employees that plaintiff intends to call as witnesses. Additionally, the documents relevant to plaintiff's claim are located in Baltimore City.

7. Per Maryland Rule 2-327(c) the defendant, to merit a transfer of this case based on the form non conveniens rule, must prove **all** of the following conditions exist:

(a) the transfer is for the convenience of the parties, **and**

(b) the transfer is for the convenience of the witnesses, **and**

(c) the transfer serves the interest of justice.

8. Rule 2-327(c) is stated with the various conditions set forth in the conjunctive, "and", which means that all conditions must be met before the court may transfer the case to another circuit. Black's Law Dictionary, (4th Ed. 1951), p. 112, defines "and" as:

"A conjunction connecting words or phrases expressing the idea that the latter is to be added to or taken along with the first."
(Citations omitted.).

9. Rule 2-327(c) does not use the disjunctive "or" which means that only one of the stated conditions must be met for the statute to apply. This Rule is not intended to be interpreted in the disjunctive. Black's Law Dictionary, (4th Ed. 1951), p. 1246, defines "or" as:

"A disjunctive particle used to express an alternative or to give a choice of one among two or more things." (Citations omitted.).

10. Rule 2-327(c), by the use of the conjunctive **and** between the conditions rather than the disjunctive **or**, clearly means that **all** of the conditions stated in the Rule must exist before the court may order transfer.

11. The framers of the Maryland Rules surely understood the difference between the meaning of the conjunctive "and" and the disjunctive "or", because these words are used separately and appropriately throughout the Rules according to their definitions, as hereinafter indicated, to wit, Rule 1-202 where the disjunctive "or" is used in word definitions; Rule 1-312(a) where the conjunctive "and" is used to indicate the requirements of the signing attorney, and generally throughout the rules.

12. The defendant, whose regular attorney, originally handling this matter, is located in Baltimore City (Thieblot, Ryan, Martin & Ferguson, P. A.) cannot show any inconvenience in presenting their defense in Baltimore City. In fact, the Baltimore City locus is more convenient for the defendant than Baltimore County, because it is closer to the office of defendant's counsel. This defendant is regularly sued in Baltimore City, has agents and representatives in Baltimore City, and can more conveniently defend its case in Baltimore City than in Baltimore County. Therefore, the first requirement for transfer of this case, the "convenience of the parties", is not met.

13. There is no affidavit, or any other indication from any of the witnesses, that any of them would be inconvenienced if the case is tried in Baltimore City. The defendant's claim that because the plaintiff resides in Baltimore County and some of the wrongful acts alleged

occured in Baltimore County is not sufficient to support a request for transfer based on witnesses inconvenience where venue is proper in Baltimore City and there is ample reason for the case to be heard in Baltimore City. Therefore, the second requirement for transfer of this case, the convenience of the witnesses, is not met. Additionally, the plaintiff's witnesses find the Baltimore City forum more convenient and accessible than the Baltimore County forum.

14. The requested transfer does not serve the interest of justice. The reason the plaintiff chose a Baltimore City venue is to better serve justice. She is black. In Baltimore City there is a better chance that the plaintiff will be tried by a jury of her peers (a jury panel containing a significant number black jurors) than there is in Baltimore County where the majority of the jury panelists are white. Therefore, the third requirement for transfer of this case, that the transfer serve the ends of justice, is not met. In fact, justice will be subverted if transfer is ordered because this black plaintiff is then forced to have her civil claim tried by an all white or predominantly white jury in Baltimore County.

15. Additionally, venue for this action is proper in Baltimore City because the defendant carries on a regular business in Baltimore City and is therefore subject to suit in Baltimore City. Anno. Cd. of Md., C&JP, Subtitle 2. Venue, { 6-201(a).

16. The plaintiff has an absolute right to select the court of proper venue as may be permitted under Anno. Cd. of Md., C&JP, Subtitle 2. Venue, { 6-201(a). Swanson v. Wilde, 74 Md. App. 57 A. 2d 694 (1988) and Perkins v. Eskridge, 278 Md. 619, 366 A. 2d 21 (1976).

17. Rule 2-327(c), is an abridgement of the plaintiff's constitutional right to select the forum in which to sue the defendant and should be strictly construed to permit transfer only where all of the conditions set forth in the rule exist. None of the condition exist in this case.

18. Defendant has not satisfied its burden of proving that the interest of justice would be served by changing the venue. See Odenton Development v. Lamy, 320 Md. 33, 40, 575 A. 2d 1235 (1990) which cites only federal cases authority on the forum non conveniens issue.

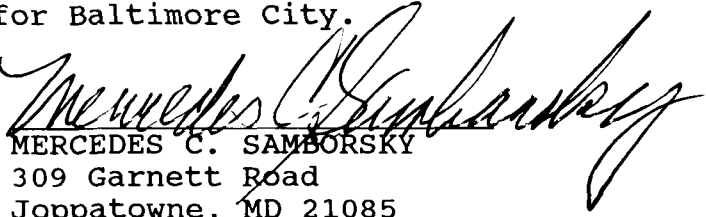
19. The federal courts hold that the defendant (the moving party) may not base its claim for transfer on the plaintiff's inconvenience. The inconvenience complained of must be the defendant's or its witnesses. See Cline v. New York C.R. Co., 192 F.Supp. 206 (1961 ND Ohio). Therefore, the defendant cannot raise the plaintiff's residence or the residence of her witnesses as basis for transferring this case to Baltimore County. Defendant has admitted that its witnesses are employed in Howard County. Baltimore City is just as accessible to defendant's witnesses as Baltimore County.

20. For the reasons stated above this case should remain in Baltimore City.

21. She admits the matters and facts alleged in paragraphs numbered 1, 2, 3, 5, 6, 7, and 4 of the said Motion.

22. She denies the matters and facts alleged in paragraphs numbered 4, 8, 9, 10, and 11 thereof.

WHEREFORE, having fully answered the said motion plaintiff prays that transfer be DENIED and that this case proceed before the Circuit Court for Baltimore City.


MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
Tel: (410) 679-2010
Attorney for Plaintiff

STATEMENT OF POINTS AND AUTHORITIES

Maryland Rule 2-327(c)

Maryland Rule 1-202

Maryland Rule 1-312(a)

Black's Law Dictionary, (ed 4, 1951)

Anno. Cd. of Md., C&JP, Subtitle 2., Venue, { 6-201(a)

Swanson v. Wilde, 74 Md. App. 57, A.2d 694 (1988)

Odenton Development v. Lamy, 278 Md. 619, 366 A. 2d 21 (1976)

Cline v. New York C.R. Co., 192 F.Supp. 206 (1961 ND Ohio)

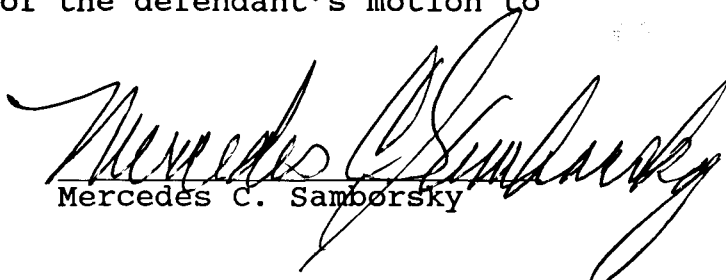
28 U.S.C.S. { 1404, n. 38.

Respectfully submitted,

Mercedes C. Samborsky

REQUEST FOR HEARING

Plaintiff requests hearing of the defendant's motion to transfer and her answer thereto.


Mercedes C. Samborsky

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of October, 1993, a copy of the foregoing PLAINTIFF'S ANSWER TO DEFENDANT FORD MOTOR CREDIT COMPANY'S MOTION FOR TRANSFER OF ACTION PURSUANT TO MD. RULE 2-327, proposed ORDER and REQUEST FOR HEARING was mailed to Jodi K. Ebersole, Esq., Thieblot, Ryan, Martin & Ferguson, P.A., World Trade Center, Suite 444, 401 E. Pratt Street, Baltimore, Maryland 21202, attorney for defendant.


Mercedes C. Samborsky

ansMTNtrans

34

RECEIVED FOR
CIRCUIT COURT FOR
BALTIMORE CITY
93 OCT 20 PM 3:21
CIVIL DIVISION

MAMIE JEFFERSON, * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
 FORD MOTOR CREDIT COMPANY, * BALTIMORE CITY
 Defendant * Case No. 93251040
 * * * * * * * * * * CL169713
 * * * * * * * * * *

DEFENDANT FORD MOTOR CREDIT COMPANY'S MOTION FOR TRANSFER OF ACTION PURSUANT TO MD. RULE 2-327

Defendant Ford Motor Credit Company ("FMCC"), by its attorneys, Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr. and Jodi K. Ebersole, MD. RULES 2-322 and 2-327, hereby files this Motion for Transfer of Action, and in support thereof, states the following:

1. Plaintiff alleges in her complaint that she is currently a resident of Baltimore County. At the time of the acts in the Complaint, Plaintiff resided in Baltimore County.
2. Defendant is a corporation incorporated under the laws of Delaware (not Michigan, as alleged by Plaintiff) and registered to do business in the State of Maryland.
3. Defendant does business in Baltimore County as well as all other counties in Maryland.
4. Plaintiff alleges she purchased a 1989 Lincoln Town Car which was "wrongfully repossessed" after she defaulted on her obligations under a contract for financing of the vehicle. A copy of the Contract entered into between the parties is attached hereto as Exhibit A.

✓

5. The contract for financing of the vehicle was made in Baltimore County. See Exhibit A.

6. The Notice of Default and Intent to Repossess, which Plaintiff attached to her Complaint as Exhibit 1 and which Plaintiff claims was "wrongfully" and "maliciously" sent, was mailed from Ford Motor Credit Company's branch office in Baltimore County, Maryland to her home in Baltimore County, Maryland, as indicated by the addresses listed on the Notice. See Exhibit 1 attached to Plaintiff's Complaint.

7. Defendant's principal place of business listed at the Maryland State Department of Assessment and Taxation is located at The American Road, Dearborn, Michigan.

8. The only contacts with Plaintiff's Complaint and Baltimore City are that Defendant's resident agent (Corporation Trust) is located in Baltimore City and Defendant does business in Baltimore City.

9. MD. RULE 2-327 states:

(c) Convenience of the Parties and Witnesses.--- On motion of any party, the court may transfer any action to any other circuit court where the action might have been brought if the transfer is for the convenience of the parties and witnesses and serves the interests of justice.

In the instant case, the majority, if not all, of the actions which Plaintiff alleges constitute a "wrongful repossession" occurred in Baltimore County.

10. In *Odenton Development Company v. Lamy*, 320 Md. 33,

575 A.2d 1235 (1990), the Maryland Court of Appeals held that in determining whether transfer of action for convenience of parties and witnesses is in the interest of justice, the court is vested with wide discretion. In *Lamy*, the cause of action arose in Anne Arundel county, where the Plaintiff lived. The Court held that it was reasonable to assume that the witnesses to the action were either employed or resided in Anne Arundel County. Like the instant case, the only connection between the case and Baltimore City was that the Defendant was a large corporation which transacted business in Baltimore City. The Maryland Court of Appeals held that the transfer of the case to Anne Arundel county by the Circuit Court for Baltimore City was "in the interest of justice" and proper. *Id.*

11. The "cause of action" in this case alleged by Plaintiff arose in Baltimore County, Maryland. Plaintiff resides in Baltimore County, Maryland and the majority, if not all, of the acts of which Plaintiff complains occurred outside of Baltimore City, Maryland.¹ The only contact between this forum and the case is that Defendant regularly conducts business in Baltimore City.

WHEREFORE, Defendant respectfully requests this Honorable Court grant its Motion to Dismiss or, in the alternative, for

¹ While it is too early to determine which witnesses, if any, will testify on behalf of Defendant at the trial of the case, Defendant's employees currently work at Ford Motor Credit Company's Regional Operations Center in Columbia, Howard County, Maryland.

Transfer of Action and (1) dismiss this case against Defendant for lack of venue or, in the alternative, (2) transfer this action to the Circuit Court for Baltimore County.

THIEBLOT, RYAN, MARTIN & FERGUSON

BY: Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorneys for Defendant Ford
Motor Credit Company

REQUEST FOR HEARING

Please set Defendant Ford Motor Credit Company's Motion for Transfer in for hearing before the Court.

Jodi K. Ebersole
Jodi K. Ebersole

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of October, 1993, a copy of Defendant's Motion to Dismiss or, in the alternative, for Transfer of Action was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, 309 Garnett Road, Joppatowne, Maryland 21085, attorney for Plaintiff.

Jodi K. Ebersole
Of Counsel for Defendant

7
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RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

93 OCT 20 PM 3:21

CIVIL DIVISION

| | | |
|----------------------------|---|-------------------|
| MAMIE JEFFERSON, | * | IN THE |
| | * | CIRCUIT COURT |
| Plaintiff | * | FOR |
| | * | BALTIMORE CITY |
| v. | * | Case No. 93251040 |
| FORD MOTOR CREDIT COMPANY, | * | CL169713 |
| | * | |
| Defendant | * | |
| | * | |
| * * * * * | * | |

ANSWER

Ford Motor Credit Company, Defendant, by Thieblot, Ryan, Martin & Ferguson, Robert L. Ferguson, Jr., and Jodi K. Ebersole, its attorneys, for answer to the Complaint heretofore filed by Plaintiff says:

PRELIMINARY OBJECTION TO VENUE

Plaintiff's Complaint should be transferred pursuant to Md. RULE 2-327(b) to the Circuit Court for Baltimore County pursuant to Defendant's Motion to Transfer filed herewith.

ANSWER

1. Plaintiffs' Complaint fails to state a cause of action against this Defendant upon which relief may be granted.
2. Defendant generally denies the allegations of Plaintiffs' Complaint.
3. Plaintiff's Complaint is barred by the doctrine of *res judicata* and/or collateral estoppel.
4. Plaintiff's Complaint is barred by the applicable statutes of limitations.
5. Plaintiff's Complaint is barred by the statute of

✓

frauds.

6. Plaintiff's Complaint is barred by the doctrines of waiver and/or estoppel.

THIEBLOT, RYAN, MARTIN & FERGUSON

By:

443619
9/16/667
Robert L. Ferguson, Jr.
Robert L. Ferguson, Jr.

Jodi K. Ebersole
Jodi K. Ebersole
4th Floor
The World Trade Center
Baltimore, Maryland 21202
(410) 837-1140
Attorney for Defendant Ford
Motor Credit Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of October, 1993, a copy of Defendant Ford Motor Credit Company's Answer was mailed, first class, postage pre-paid to: Mercedes C. Samborsky, Esquire, 309 Garnett Road, Joppatown, Maryland 21085, attorney for Plaintiffs.

Jodi K. Ebersole
Of Counsel for Defendant

RECEIVED
MAMIE L. JEFFERSON ET FOR
Plaintiff BALTIMORE CITY

vs. 1993 SEP 22 A 8:45

FORD MOTOR CREDIT CORP.
CIVIL DIVISION

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY

93251040

* Case No.: (Jury)

~~93-251040~~ / CL 169 713

RETURN OF PRIVATE PROCESS SERVER

I, Roy A. Badley, the undersigned, PRIVATE
PROCESS SERVER, certify that I executed service of process
on the defendant's resident agent, The Corporation Trust, Billie Swoboda
Inc., 32 South Street, Baltimore, Maryland 21202, on the 20th day of September, 1993, at 32 South Street, (office manager)
Baltimore, Maryland 21202, by delivering and leaving with
the said resident agent a copy of the Complaint, Request for
a Jury Trial, First Request for Admission of Facts and
Genuineness of Documents, First Request for Production of
Documents, Certificate of Discovery and a subpoena or
summons issued by this Court on September 8, 1993.

I further certify that I am over the age of eighteen
(18) and not a party to this action.

I do solemnly declare and affirm, under the penalties of
perjury, that the matters and facts set forth herein are
true to the best of my knowledge, information and belief.

Signature: Roy A. Badley

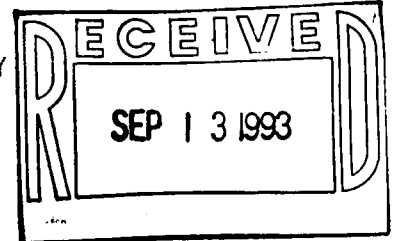
Name: Roy A. Badley

Address: 4401 GRANADA AVE
BALTIMORE, MD. 21215

Telephone: 466-1237
Private Process Server



CIRCUIT COURT FOR BALTIMORE CITY
SAUNDRA E. BANKS, CLERK
111 N. CALVERT ST. - ROOM 462
BALTIMORE, MD. 21202



WRIT OF SUMMONS CASE NUMBER 93251040 CL189713

STATE OF MARYLAND, COUNTY TO WIT: PRIVATE PROCESS

TO: FORD MOTOR CREDIT CORP.
 S/O R/A: CORPORATION TRUST, INC.
 32 SOUTH STREET
 BALTIMORE MD 21202

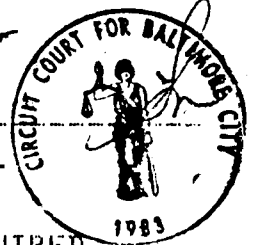
YOU ARE HEREBY SUMMONED TO FILE A WRITTEN RESPONSE BY PLEADING OR MOTION
IN THIS COURT TO THE ATTACHED COMPLAINT FILED BY

MAMIE JEFFERSON
8408 MAYMEADOW COURT BALTIMORE MD 21207

WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU.
WITNESS THE HONORABLE CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT OF MARYLAND.

DATE ISSUED 09/10/93

CLERK
Clerk
Circuit Court for Balto. City



TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ~~ON THE DAY NAMED~~ IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGEMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF(S) RETURN.

PERSON SERVED _____ TIME _____ DATE _____

PERSON SERVED _____ TIME _____ DATE _____

NON EST(REASON) _____

FEE \$ _____ SHERIFF _____
NOTE:

1. THIS SUMMONS IS EFFECTIVE FOR SERVICE ONLY IF SERVED WITHIN 60 DAYS AFTER THE DATE IS ISSUED.
2. PROOF OF SERVICE SHALL SET OUT THE NAME OF THE PERSON SERVED, DATE AND THE PARTICULAR PLACE AND MANNER OF SERVICE. IF SERVICE IS NOT MADE, PLEASE STATE THE REASONS.
3. RETURN OF SERVED OR UNSERVED PROCESS SHALL BE MADE PROMPTLY AND IN ACCORDANCE WITH RULE 2-126.
4. IF THIS SUMMONS IS SERVED BY PRIVATE PROCESS, PROCESS SERVER SHALL FILE A SEPERATE AFFIDAVIT AS REQUIRED BY RULE 2-126(A).

CIRCUIT COURT FOR BALTIMORE CITY
SAUNDRA E. BANKS, CLERK
111 N. CALVERT ST. - ROOM 462
BALTIMORE, MD. 21202

WRIT OF SUMMONS

CASE NUMBER 93251040

CL169713

STATE OF MARYLAND,

COUNTY TO WIT:

PRIVATE PROCESS

TO: FORD MOTOR CREDIT CORP.
S/O R/A: CORPORATION TRUST, INC.
32 SOUTH STREET
BALTIMORE MD 21202

YOU ARE HEREBY SUMMONED TO FILE A WRITTEN RESPONSE BY PLEADING OR MOTION
IN THIS COURT TO THE ATTACHED COMPLAINT FILED BY

MAMIE JEFFERSON
8408 MAYMEADOW COURT BALTIMORE MD 21207

WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU,
WITNESS THE HONORABLE CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT OF MARYLAND,

Saundra E. Banks
Clerk

Circuit Court for Balto. City



DATE ISSUED 09/10/93

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF(S) RETURN

PERSON SERVED _____ TIME _____ DATE _____
PERSON SERVED _____ TIME _____ DATE _____
NON EST (REASON) _____

FEE \$ _____ SHERIFF _____
NOTE:

1. THIS SUMMONS IS EFFECTIVE FOR SERVICE ONLY IF SERVED WITHIN 60 DAYS AFTER THE DATE IS ISSUED.
2. PROOF OF SERVICE SHALL SET OUT THE NAME OF THE PERSON SERVED, DATE AND THE PARTICULAR PLACE AND MANNER OF SERVICE. IF SERVICE IS NOT MADE, PLEASE STATE THE REASONS.
3. RETURN OF SERVED OR UNSERVED PROCESS SHALL BE MADE PROMPTLY AND IN ACCORDANCE WITH RULE 2-126.
4. IF THIS SUMMONS IS SERVED BY PRIVATE PROCESS, PROCESS SERVER SHALL FILE A SEPERATE AFFIDAVIT AS REQUIRED BY RULE 2-126(A).

247768
MAMIE JEFFERSON
8408 Maymeadow Court
Baltimore, MD 21207

Plaintiff

vs.

FORD MOTOR CREDIT CORP.
The American Road
Dearborn, Michigan 48121

Defendant

Serve On:
Resident Agent
Corporation Trust, Inc.
32 South Street
Baltimore, Maryland 21202

* * * * *

COMPLAINT AND ELECTION FOR A JURY TRIAL
[Conversion, Wrongful Repossession of an Automobile]

INTRODUCTION

Plaintiff, Mamie Jefferson, by Mercedes C. Samborsky, her attorney, sues the defendant, FORD MOTOR CREDIT CORP., a body corporate chartered in the State of Michigan and says:

PARTIES

1. The plaintiff, MAMIE JEFFERSON (hereafter "Ms. Jefferson" or "plaintiff"), is a licensed practical nurse who purchased a motor vehicle financed by defendant.
2. The defendant, FORD MOTOR CREDIT CORP., (hereafter "FMCC" or "defendant"), is a corporation incorporated under the laws of the State of Michigan and is doing business in Baltimore City and the various counties in the State of

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IN THE
CIRCUIT COURT

FOR

BALTIMORE CITY

Case #: (Jury)

93251040

CL 169713

1:45PM 09/08/93 002#6327 A ***

#0932510

#0000040

CIVIL \$80.00

LIBRA \$10.00

**TTL \$90.00

CHECK \$90.00

CHNG \$0.00

C

6

Maryland. Defendant provides financing services to automobile dealers in the State of Maryland.

3. At all times relevant hereto, the corporate defendant was acting by and through its agent and employees, acting within the scope of their employment.

VENUE

4. Venue is proper in Baltimore City because the corporate defendant does business in Baltimore City.

FACTS AND WRONGS ALLEGED

5. On or about March 5, 1993, defendant wrongfully repossessed plaintiff's 1989 Lincoln Town Car, Vehicle Identification Number 1LNBM83F5KY647277, (hereafter the "vehicle").

6. On or about July 21, 1989, plaintiff purchased the vehicle, subject to a security interest requiring payments of \$672.62 per month. The security interest was assigned to the defendant on or about July 21, 1989.

7. The plaintiff was advised that there was a grace period of 10 for the payments due. Payment was due on or about the 20th day of each month.

8. On numerous occasions plaintiff was late in her payments, but late payments were routinely accepted by defendant.

9. In 1991 plaintiff filed bankruptcy proceedings and, by agreement, a Consent Order Terminating Automatic Stay of the payments was entered in by the Bankruptcy Court on

September 13, 1991. Thereafter plaintiff's payments of \$672.62 per month were reinstated and continued until March 5, 1993, the date her vehicle was repossessed.

10. On February 23, 1993, defendant issued a "Notice of Default and Intent To Repossess" (copy attached as Exhibit 1, incorporated by reference herein and made a part hereof and hereafter referred to as the "Notice") which incorrectly set forth the amount in default as \$1,345.24, when, in fact, on the date of the notice of default, there was no default.

11. On February 19, 1993 plaintiff had made the payment due January 20, 1993. Defendant received and accepted this payment.

12. At the time the defendant's notice of default was issued, the payment due February 20, 1993 was only 3 days late and plaintiff was still within the 10 day grace period allowed for payment. The Notice stated that the default could be "cured" if the late payments were made by March 5, 1993, the "cure date".

13. Defendant's Notice incorrectly stated the amount in default as \$1,345.24, when, in fact, on February 23, 1993 (the date of the notice of default) there was no default.

14. As soon as the plaintiff received the default notice, on February 24, 1993, she tendered payment of the February 20th payment. Defendant refused the tender.

15. Before the vehicle was repossessed on March 5, 1993, plaintiff telephoned defendant's employees many times,

asking that the defendant correct its records, rescind the notice of default, and accept her February 20th payment. The defendant refused to do so. Instead, on March 5, 1993, the "cure date", defendant wrongfully repossessed plaintiff's vehicle.

16. The defendant's wrongful repossession of plaintiff's vehicle constituted a conversion of plaintiff's property and as a direct result, plaintiff suffered the following damages: loss of her vehicle; loss of the use of her vehicle; loss of employment due to the loss of her vehicle; embarrassment and humiliation, emotional and mental distress for the willful wrongful repossession of her vehicle, attorney's fees and costs of these proceedings.

17. Defendant's wrongful repossession of plaintiff's vehicle was willful, malicious, and done because plaintiff argued with defendant's employees, instructing them to correct their error in issuing the notice instead of acquiescing and paying the incorrect amount to cure the default. Defendant's employees disliked plaintiff because her attitude was not submissive or begging, but was demanding in that she demanded that the defendant's employees correct their own error and rescind the Notice. For this reason, defendant and its employees refused to accept her February 1993 payment tendered prior to March 5, 1993, the "cure date". After plaintiff received the Notice but before March 5, 1993, the date when the vehicle was

repossessed, on instruction from Mr. Garnez, of Ford Motor Credit Co., plaintiff brought copies of her checks for her payments from November of 1992 through January of 1993, to Archway Ford, on Reisterstown Road, to prove that her account was paid in full through January of 1993, therefore her February payment should be accepted. This proof of payment was FAXed by Archway Ford to Mr. Garnez, defendant's employee. Despite the proof of payment she presented, Mr. Garnez, acting within the scope of his employment, refused to rescind the Notice and plaintiff's vehicle was wrongfully repossessed on March 5, 1993. He denied receipt by defendant of any of the plaintiff's payments despite the fact that plaintiff advised Mr. Garnez that she checked with the payor bank, Maryland National Bank, and the cancelled checks endorsed by defendant had been presented by defendant and paid. Plaintiff asked Mr. Garnez to check with the Maryland National Bank to verify that her account had been paid and to recheck defendant's records. Defendant's employee, Mr. Garnez, acting within the scope of his employment, refused to do so and plaintiff's vehicle was repossessed on March 5, 1993.

18. At all times the defendant knew that the plaintiff was undergoing severe stress due to her bankruptcy, that the loss of her vehicle would make plaintiff lose one of her jobs, that the vehicle provided plaintiff with the transportation she needed to be on time when she went from

one job to the other, that the plaintiff would not be able to purchase another vehicle because she was unable to obtain credit, that all of plaintiff's other assets were part of her bankruptcy estate unavailable for her use, and that the loss of plaintiff's vehicle was therefore calculated to cause plaintiff severe mental and emotional stress.

19. Defendant's motives in issuing the improper notice and in repossessing plaintiff's vehicle were malicious, done with evil intent and with deliberate motive and intent to injure the plaintiff. The defendant succeeded in so doing.

20. At all times relevant hereto, defendant waived its right to payment on the 20th of each month because it had previously accepted late payments (from a few days to 28 days late).

21. Defendant waived its right to timely payment of the amount due on February 20, 1993, because it stated on its notice of default and intent to repossess that default would be cured if the amount due was paid on or before March 5, 1993.

22. Although plaintiff repeatedly told the defendant's employees that the payment due January 20th had been accepted by the defendant, defendant which checked its records refused to acknowledge its error and correct its own error.

23. Plaintiff tendered payment as instructed on the Notice in the correct amount, not the incorrect amount

stated on the Notice, but defendant, through its employees, willfully and maliciously refused the tender knowing full well that repossession would seriously injure the plaintiff who had no credit, cash or other vehicle available to her.

24. Instead of accepting plaintiff's tender before March 5, 1993, the "cure date" indicated on the Notice, (Exhibit a), plaintiff's vehicle was wrongfully repossessed on March 5, 1993.

25. Due to the tremendous stress plaintiff suffered from the loss of her vehicle, plaintiff's health was impaired (stress related diabetes developed) and the said damage to her health is permanent.

DAMAGES CLAIMED

WHEREFORE your plaintiff prays the following damages:

\$20,000 for the loss of her vehicle;

\$10,000 for the loss of the use of her vehicle;

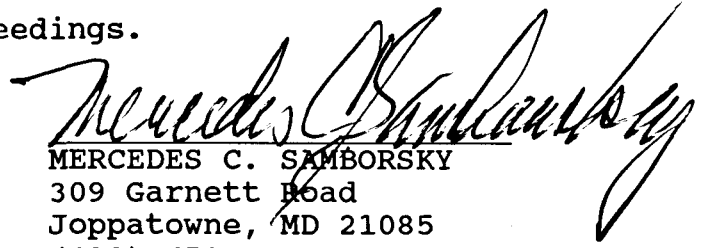
\$20,000 for the loss of employment due to the loss of her vehicle.

\$1,000,000 punitive damages due to the malicious conduct of the defendant in wrongfully repossessing plaintiff's vehicle.

\$10,000 for attorney's fees.

\$500,000 compensatory damages for embarrassment and humiliation, emotional and mental distress and damage to her health caused by the defendant's willful, malicious, wrongful repossession of plaintiff's vehicle.

And, for costs of these proceedings.



MERCEDES C. SAMBORSKY
309 Garnett Road
Joppatowne, MD 21085
(410) 679-2010
Attorney for plaintiff

**PLEASE ISSUE SUMMONS FOR SERVICE BY AN INDIVIDUAL PROCESS
SERVER.**

orig.complaint9.93

1829 REISTERSTOWN RD
SUITE 340
BALTIMORE, MD 21208
Telephone 800-677-0282

JEFFERSON MARIE L
8408 MAYHEADOW CT
BALTIMORE, MD 21207

277440 28 277440 429

| | | |
|----------------------------------|--|----------------|
| Date of Notice | | Account Number |
| February 23, 1993 | | BEA433XGM2 |
| Description of Property | | |
| Year | Make | Model |
| 1989 | LINC | TOWN |
| Vehicle Identification Number | | |
| 1LNBM93F5KY647277 | | |
| Date of Contract | Current Balance (Net to close and unpaid late charges) | |
| July 21, 1989 | \$ 14228.71 | |
| CURE DATE: March 05, 1993 | | |

NOTICE OF DEFAULT AND INTENT TO REPOSSESS

This is your notice that you've broken your contract.

| Overdue Payments | Due Date | Amount Due |
|---|-------------------|-------------------|
| | January 20, 1993 | \$ 672.62 |
| | February 20, 1993 | \$ 672.62 |
| Late Charges | | \$ 0.00 |
| | | \$ 0.00 |
| TOTAL AMOUNT NOW DUE | | \$ 1345.24 |
| (Not including amounts that become due after the date of this notice) | | |

If you don't pay the TOTAL AMOUNT NOW DUE by the cure date, stated above, we plan to repossess the above described property. If we do, you'll have the following rights.

RIGHT TO GET YOUR PROPERTY BACK:

To get your property back, you can do one of these two things:

You can restore the contract and pay future monthly payments as they come due. But FIRST you must pay all payments you missed, plus any repossession costs and late charges. You will have 15 days to do that. This is called "reinstatement." Or, there's another way to get it back. Pay the net unpaid balance plus costs of repossession. Your Current Balance is shown above. If you do that before the property is sold, it will be yours. We'll have no further claim on it. This is called your right to "redeem."

Your property will not be sold until at least 15 days after we repossess it. You can get it back by paying the balance plus costs any time before it's actually sold. The longer you wait, the more costs (including repairs) you may have to pay.

RIGHT TO MONEY LEFT OVER FROM SALE:

When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within 45 days after the sale. If you don't get this money, you may have a right to sue for it, plus penalties under state law.

In some cases, we return repossessed property to the dealer who sold the property. If we do that with yours, our agreement with your dealer says that the dealer is to sell it and pay you any money left over.

INSURANCE RIGHTS:

If we repossess your property, all insurance should be cancelled. You have a right to get credit for all premium refunds.

REMAINING DEBT:

The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us or the dealer.

If you want to know more about these matters, please call us.

FORD MOTOR CREDIT COMPANY

R. BRAGG

NOTICE: The acceptance by Ford Motor Credit Company of these or other late payments does NOT waive Ford Motor Credit Company's right to repossess or take other appropriate action, WITHOUT NOTICE, if you fail to make future payments on time. YOU ARE REQUIRED TO MAKE ALL PAYMENTS ON TIME.

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE CITY

* Case No.: (Jury)

* * * * *

REQUEST FOR A JURY TRIAL

Plaintiff, Mamie L. Jefferson, requests and elects a jury trial in the above captioned case.

M Mercedes C Samborsky
 MERCEDES C. SAMBORSKY
 309 Garnett Road
 Joppatowne, MD 21085
 (410) 679-2010
 Attorney for plaintiff

cc: Served with original process.
REQjt

MAMIE L. JEFFERSON

Plaintiff

vs.

FORD MOTOR CREDIT CORP.

Defendant

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE CITY

* Case No.: (Jury)

* * * * *

CERTIFICATE OF DISCOVERY

I HEREBY CERTIFY that on this 8th day of Sept, 1993, I served on the defendant (with original process) the following documents:

1. Plaintiff, Mamie L. Jefferson's, First Request for Admission of Fact and Genuineness of Documents;
2. Plaintiff, Mamie L. Jefferson's, First Request for Production of Documents.

I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.

Mercedes C. Samborsky
 Mercedes C. Samborsky
 309 Garnett Road
 Joppatowne, MD 21085
 Tel: (410) 679-2010
 Attorney for Plaintiff

CertDisc

F.L.
2-18-10
289 Pages

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MSA SC 5458-82-152

Dates: 2010/02/17

Description: Case numbers received from J. Hollander -

BALTIMORE CITY CIRCUIT COURT (Paternity Papers) Arrington v. Rodriguez, 1989, Box 169
Case No. 119070 [MSA T3351-923, CW/16/31/25]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Rolnik v. Union Labor Life
Ins. Co., 1987, Case No. 87313071
Case is split between 2 boxes:
Box 387 [MSA T2691-2026, HF/8/35/8]
Box 388 [MSA T2691-2027, HF/8/35/9]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Shofer v. The Stuart Hack
Co., Box 128 Case No. 88102069 [MSA T2691-2232, HF/11/30/3]
See also for "brick binders":
Box 527 [MSA T2691-2631, HF/11/38/18]
Box 528 [MSA T2691-2632, HF/11/38/19]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Attorney Grievance
Commission v. Yacono, 1992, Box 1953 Case No. 92024055 [MSA T2691-4591,
OR/12/14/65]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Feldmann v. Coleman,
1993, Box 391 Case No. 93203022 [MSA T2691-5466, OR/22/08/037]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Jefferson v. Ford Motor
Credit Corp., 1993, Box 470 Case No. 93251040 [MSA T2691-5545, OR/22/10/20]
File should be named msa_sc5458_82_152_[full case number]-####

F.L. *2-18-10*
289 Pages

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Shofer v. The Stuart Hack
Co. and Blum, Yumkas, Mailman, 1993, Box 518 Case No. 93285087 [MSA T2691-5593,
OR/22/11/20]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Booth v. Board of Appeals,
1993, Box 589 Case No. 93330026 [MSA T2691-5665, OR/22/12/45]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Scott v. Dept. of Public
Safety, 1993, Box 603 Case No. 93342002 [MSA T2691-5679, OR/22/13/11]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Stubbins v. Md. Parole Comm'n., 1993, Box 616 Case No. 93354003 [MSA T2691-5692, OR/22/13/24]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Civil Papers, Equity and Law) Fitch v. DeJong, 1994, Box 109 Case No. 94077005 [MSA T2691-5817, OR/28/9/2]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Criminal Papers) State v. Bowden, 1987, Box 142 Case No. 18721501 [MSA T3372-984, CW/2/23/13]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Criminal Papers) State v. Redmond, 1988, Box 191 Case No. 48828071 [MSA T3372-1282, HF/11/23/43]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Criminal Papers) State v. Parker, 1990
Box 100 Case Nos. 290213034,35 [MSA T3372-1476, OR/16/16/8]
Box 104 Case Nos. 290221060,61 [MSA T3372-1480, OR/16/16/12]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Criminal Transcripts) State v. Monk, 1991, Box 78 Case No. 591277019 [MSA T3657-403, OR/17/11/21]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CRIMINAL COURT (Transcripts) Eraina Pretty, 1978, Box 43 Case Nos. 57811846, 57811847, 57811848, 57811858, 57811859, 57811860 [MSA T496-3990, OR/18/22/41]
File should be named msa_sc5458_82_152_[full case number]-####

BALTIMORE CITY CIRCUIT COURT (Criminal Papers) State v. Johnson (or Johnson-Bey), 1987, Box 11 Case No. 28701917 [MSA T3372-853, CW/2/20/26]

Accession No.: MSA SC 5458-82-152

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System design by Dr. Edward C. Papenfuse and Nancy Bramucci.
Programmed in *Microsoft SQL Server* and *Cold Fusion 7.0* by Nancy Bramucci.
Technical support provided by Wei Yang, Dan Knight, Tony Darden, and Matt Davis.
Version 2.8.1