

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
(Greenbelt Division)

CUMANDA CISNEROS, :

and :

MARIA SANTIZO :  
1814 Bronzegate Blvd. :  
Silver Spring, Maryland 20904 :

On Their Own Behalf and on Behalf :  
of All Others Similarly Situated :

Plaintiffs, :

v. :

ANDREWS & LAWRENCE :  
PROFESSIONAL SERVICES, LLC :

and :

TORIN K. ANDREWS :  
9639 Dr. Perry Rd. :  
Suite 208 South :  
Ijamsville, MD 21754 :

and :

KARY B. LAWRENCE :  
9639 Dr. Perry Rd. :  
Suite 208 South :  
Ijamsville, MD 21754 :

and :

GOSHEN RUN HOMEOWNERS :  
ASSOCIATION INC. :  
c/o The Management Group :  
Associates, Inc. :  
Ste 100 :  
20440 Century Blvd. :  
Germantown, Maryland 20874 :

Serve on: Jeff Gatlin :  
c/o The Management :  
Group Associates, Inc. :

Civil Action No. 8:17-cv-03750-PWG

**JURY TRIAL DEMANDED**

Ste 100 :  
20440 Century Blvd. :  
Germantown, Maryland :  
20874 :

and :

COUNCIL OF UNIT OWNERS OF :  
STONEHEDGE CONDOMINIUM INC. :  
c/o The Management Group :  
Associates, Inc. :  
Ste 100 :  
20440 Century Blvd. :  
Germantown, Maryland 20874 :  
Serve on: Jeff Gatlin :  
c/o The Management :  
Group Associates, Inc. :  
Ste 100 :  
20440 Century Blvd. :  
Germantown, Maryland :  
20874 :

**FIRST AMENDED CLASS ACTION COMPLAINT AGAINST  
THE ANDREWS & LAWRENCE DEFENDANTS AND OTHERS  
AND DEMAND FOR JURY TRIAL**

Named Plaintiffs Cumanda Cisneros (“Ms. Cisneros”) and Maria Santizo (“Ms. Santizo”), on their own behalf and on behalf of a class of similarly situated persons, by and through their attorneys Richard S. Gordon, Benjamin H. Carney and Ashley A. Wetzel of GORDON, WOLF & CARNEY, CHTD., and Alexa E. Bertinelli of CIVIL JUSTICE INC., sue: (1) Andrews & Lawrence Professional Services, LLC (“Andrews & Lawrence”); (2) Torin K. Andrews (“Andrews”) and Kary B. Lawrence (“Lawrence”) (collectively the “Defendant Attorneys”); and, (3) Goshen Run Homeowners Association, Inc. (“Goshen Run”) and Council of Unit Owners of Stonehedge Condominium Inc. (“Stonehedge”) (collectively the “HOAs”) and allege as follows:

## **INTRODUCTION**

1. This Amended Complaint (hereinafter “Complaint”) challenges the unconscionable and illegal debt collection practices of Andrews & Lawrence and the Defendant Attorneys, on behalf of the HOAs and other Creditor Clients, who associated for the purpose of perpetrating an illegal debt collection scheme against hundreds, if not thousands, of consumers in the State of Maryland.

2. As part of their general practice, for more than a decade and continuing through the date of filing this Complaint, Andrews & Lawrence and the Defendant Attorneys are retained by the HOAs and other Creditor Clients (including homeowner, community and condominium association, sales finance companies and others) to act as debt collectors and contract with these entities to serve as their agents in collecting alleged outstanding consumer debts evidencing or arising from consumer transactions and/or loans. Over the past decade and continuing into the present, Andrews & Lawrence and the Defendant Attorneys have routinely placed financially vulnerable Marylanders in an impossible position by requiring them to enter into promissory notes that contain a confessed judgment clause (“Confessed Judgment Promissory Note” or “Note”).

3. The Confessed Judgment Promissory Notes by their nature not only force consumers to waive all of their rights to defend against the entry of judgment as the law otherwise provides, but Andrews & Lawrence and the Defendant Attorneys also use them to inflate costs, pre-assessed interest and other charges, and assess unreasonable attorneys’ fees that drive up the alleged principal amount owed. The excessive principal amounts require impossibly high monthly payments that inevitably lead to default and force the already vulnerable consumers into an inescapable spiral of debt that often leads to financial ruin.

4. Although Maryland law unambiguously prohibits the use of such Confessed Judgment Promissory Notes in consumer instruments because they constitute an “unfair, abusive, or deceptive trade practice” – *see* Maryland Consumer Protection Act (“CPA”), Comm. §13-301(12) – for nearly a decade, Andrews & Lawrence and the Defendant Attorneys, as agents for and on behalf of the HOAs and other Creditor Clients, have routinely used the Confessed Judgment Promissory Notes to collect and extract monthly payments from the Named Plaintiffs and Class Members. Although the Defendants have actual knowledge that the Named Plaintiffs and the Class asserted herein are consumers, they have consistently used the Confessed Judgment Promissory Notes to obtain Confessed Judgments against the Plaintiffs and Class Members in Court, by falsely and inaccurately attesting to the Court “under penalty of Perjury” that each Confessed Judgment Promissory Note “does not evidence or arise” from a consumer loan or transaction.

5. Indeed, Confessed Judgments are not favored in Maryland, because the Maryland General Assembly and the Maryland Courts have long recognized that the practice of including in a promissory note a provision authorizing confession of judgment lends itself far too readily to fraud and abuse.

6. Defendants’ scheme to use Confessed Judgment Promissory Notes to collect alleged consumer debts is particularly egregious because Defendants are well aware that the use of their Confessed Judgment Promissory Notes is an unfair, abusive, or deceptive trade practice and violates the law. Indeed, even though several Courts have denied the entry of Confessed Judgments, Defendants persist in using the illegal instruments to collect on the alleged debts owed by Plaintiffs and the Plaintiff Class.

7. But that is not all. In furtherance of their scheme to cheat consumers, when a Court would deny Defendants’ request to enter a Confessed Judgment – finding that the

transaction involved a consumer debt for which Confessed Judgment Promissory Notes are prohibited – Defendants would engage in forum shopping and simply go to a neighboring jurisdiction to file an identical complaint seeking entry of the same Confessed Judgment. In such instances – ***including the circumstances of Named Plaintiff Santizo (as discussed in ¶¶121 to 153, below)*** – Defendants do not disclose or explain to the Court in the second jurisdiction that another Court in Maryland had already considered and denied the request for entry of Confessed Judgment because it involved consumer debt. Thus, Defendants violated their duty of candor to the Court and to the Plaintiff victims of their scheme. This suit seeks to end these illegal collection practices and to obtain compensation and other relief for the losses sustained by Named Plaintiffs and members of the Class.

8. In order to carry out their scheme to cheat consumers by collecting alleged debts with instruments that violate the public policy of Maryland, the Defendants formed an unincorporated “association-in-fact” racketeering enterprise consisting of a group of separate entities that conspired among themselves, by agreement and understanding, and, over many years, engaged in the unlawful acts described herein for their own personal gain. This racketeering enterprise was intended to and did operate to the detriment of the Named Plaintiffs and the Class who were the target of Defendants’ illegal activities. In this regard the scheme was very successful because the Defendants’ scheme led directly to and resulted in significant damages, injury and loss to the Plaintiffs and Class.

9. Accordingly, Plaintiffs bring this Complaint on behalf of themselves and a Plaintiff Class of similarly situated consumers, to stop Andrews & Lawrence and the Defendant Attorneys’ illegal practices committed on behalf of the HOAs and other Creditor Clients, to obtain compensation for the Class, and to secure a declaratory judgment to ensure the illegal and unfair, abusive, or deceptive trade practice does not continue in the future.

10. As set forth in this Complaint, Andrews & Lawrence and the Defendant Attorneys' use of the Confessed Judgment Promissory Notes violates the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §§ 1692-1692p; the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1962(a), 1962(c) and 1962(d); the Maryland Consumer Debt Collection Act ("MCDCA"), Md. Code Ann., Comm. § 14-201 *et seq.* and the Common Law.

11. For their part, the HOAs' participation in the association-in-fact and Andrews & Lawrence and the Defendant Attorneys' illegal activities violates RICO, 18 U.S.C. §§ 1962(a), 1962(c) and 1962(d); the Maryland Consumer Protection Act ("CPA"), Md. Code Ann., Comm. § 13-301 *et seq.*, as well as the Common Law.

12. Finally, Plaintiffs seek equitable relief against Andrews & Lawrence, the Defendant Attorneys and the HOAs, requesting a declaration: (a) that the use of the Confessed Judgment Promissory Notes violates the law; (b) that the Confessed Judgment Promissory Notes, as well as the confessed judgments entered by Courts against the Plaintiff Class, are void *ab initio* and unenforceable; and (c) to prevent them from using and enforcing the illegal Confessed Judgment Promissory Notes they entered into with members of the Plaintiff Class.

### **PARTIES**

13. Defendant Andrews & Lawrence Professional Services, LLC is a registered Maryland limited liability company with its principal place of business in Montgomery County, Maryland. Andrews & Lawrence Professional Services, LLC was founded in 1991 and engages in the daily business of providing legal services and debt collection services for HOAs and other creditors throughout Maryland.

14. Defendant Torin K. Andrews ("Attorney Andrews") is the attorney who founded Andrews & Lawrence Professional Services, LLC twenty (20) years ago. Attorney Andrews was

admitted to practice law in Maryland in 1989. He has significant experience practicing in the area of community association law, with an emphasis on collection matters, bankruptcy issues, and foreclosure issues. Throughout the timeframe of this Complaint, Attorney Andrews was individually involved in the drafting, execution and use of the Confessed Judgment Promissory Notes that are at issue in this case. He also personally filed many of the Complaints for Judgments by Confession that falsely represented to the Court that underlying debts did not arise from a consumer transaction.

15. Defendant Kary B. Lawrence (“Attorney Lawrence”) is an attorney at Andrews & Lawrence Professional Services, LLC. Attorney Lawrence was admitted to practice law in Maryland in 1993 and has considerable experience in collection suits and general litigation. Throughout the timeframe of this Complaint, Attorney Lawrence was individually involved in the drafting, execution and use of the Confessed Judgment Promissory Notes that are at issue in this case. She also personally filed many of the Complaints Confessed Judgment that falsely represented to the Court that underlying debts did not arise from a consumer transaction.

16. Defendant Goshen Run Homeowners Association, Inc. is an incorporated association that manages a residential community in Montgomery County, Maryland. Since at least 2010, Goshen Run has retained Andrews & Lawrence to act as its agent to collect unpaid homeowners’ association debts from consumers through the use of Confessed Judgment Promissory Notes.

17. Defendant Council of Unit Owners of Stonehedge Condominium, Inc. is a condominium association located in Montgomery County, Maryland that is managed by the Management Group Associates. Since at least 2016, Stonehedge has retained Andrews & Lawrence to act as its agent to collect unpaid homeowners’ association debts from consumers through the use of Confessed Judgment Promissory Notes.

18. “Creditor Clients” are unnamed co-conspirators who retained Andrews & Lawrence to act as a debt collector and contracted on their behalf to collect alleged outstanding consumer debts evidencing or arising from consumer transactions and/or loans through the use of Confessed Judgment Promissory Notes.

19. Plaintiff Cumanda Cisneros is a citizen of Maryland, residing in Montgomery County, Maryland. On or about April 11, 2016, Defendant Andrew & Lawrence required Ms. Cisneros to sign a Confessed Judgment Promissory Note which Andrews & Lawrence, thereafter and until the filing of this Complaint, has used to collect a consumer debt allegedly owed by Ms. Cisneros.

20. Plaintiff Maria Santizo is a citizen of Maryland, residing in Montgomery County, Maryland. On or about May 3, 2016, Defendant Andrew & Lawrence required Ms. Santizo to sign a Confessed Judgment Promissory Note which Andrews & Lawrence, thereafter and until the filing of this Complaint, used to collect a consumer debt allegedly owed by Ms. Santizo.

### **JURISDICTION AND VENUE**

21. This class action was removed to this Court by Defendant Andrews & Lawrence Professional Services, LLC pursuant to 28 U.S.C. §§1441 and 1446. Defendant contends that the Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (Federal Question), and 28 U.S.C. § 1367 (Supplemental Jurisdiction).

22. Venue is proper in this District because, under 28 U.S.C. § 1391(b), a substantial part of the events giving rise to claims herein occurred within this District and Andrews & Lawrence, the Defendant Attorneys and the HOAs all systematically and continually transact business in this District.



## FACTS

### **Congress and the Maryland General Assembly established protections for consumers to prevent the types of abuses perpetrated by Andrews & Lawrence on behalf of the HOAs.**

23. Federal law strictly regulates the practice of collecting consumer debts and imposes harsh penalties for the violation of those requirements. *See* 15 U.S.C. §§ 1692-1692p.

24. In 1977, Congress enacted the Fair Debt Collection Practices Act (“FDCPA”) to address illegal and improper practices by debt collectors such as Andrews & Lawrence. “It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

25. Congress enacted the FDCPA because it determined that: “There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

26. To this end, the FDCPA forbids debt collectors from using “unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

27. The FDCPA also makes it illegal for debt collectors to use “false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e. Under this section, a false or misleading representation includes “[t]he threat to take any action that cannot legally be taken...” 15 U.S.C. § 1692e(5).

28. “Any action that cannot legally be taken” encompasses a number of Andrews & Lawrence’s practices. Specifically, Andrews & Lawrence are using Confessed Judgment

Promissory Notes to collect debts allegedly owed by the Plaintiffs and Class, which the Maryland General Assembly has expressly determined is an unfair, abusive, or deceptive trade practice.

Md. Code Ann., Comm. §13-301(12).

29. Any debt collector that violates the FDCPA is liable for actual damages, plus statutory damages, plus litigation costs and attorney's fees. 15 U.S.C. § 1692k.

30. Maryland law provides similar protections for consumers through both the CPA and the MCDCA.

31. The CPA was originally enacted in 1973 because the legislature found that existing laws were “inadequate, poorly coordinated and not widely known or adequately enforced.” Md. Code Ann., Comm. § 13–102(a)(2). The General Assembly enacted the CPA as a comprehensive consumer protection act to provide protection against unfair, abusive, or deceptive trade practices in consumer transactions. Md. Code Ann., Comm. § 13–102(b). The intention of the Legislature was to set “minimum statewide standards for the protection of consumers.” Md. Code Ann., Comm. § 13–102(b)(1); Md. Code Ann., Comm. § 13–103(a). To realize this end, the General Assembly sought to implement strong protective and preventive measures to assist the public in obtaining relief from unlawful consumer practices and to maintain the health and welfare of the citizens of the State. Md. Code Ann., Comm. § 13–102(b)(3).

32. The CPA forbids “any unfair, abusive, or deceptive trade practice” in “[t]he offer for sale, lease, rental, loan, or bailment of consumer goods, consumer realty, or consumer services.” Md. Code Ann., Comm. § 13-303 (2).

33. “Unfair, abusive, or deceptive trade practices include ... [u]se of a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action.” Md. Code Ann., Comm. § 13-301(12).

34. Maryland is not an outlier in this regard. Indeed, Maryland's essential public policy is consistent with Federal Law which strictly prohibits cognovit or Confessed Judgment provisions in consumer transactions and debts. *Federal Trade Commission Act*, 16 CFR §444.2(a)(1).

35. In addition to the CPA, the Maryland Legislature enacted the MCDCA, Md. Code Ann., Comm. § 14-201 *et seq.*

36. The MCDCA serves as Maryland's state law equivalent to the FDCPA.

37. Under the MCDCA, "In collecting or attempting to collect an alleged debt a collector may not: Claim, attempt, or threaten to enforce a right with knowledge that the right does not exist." Md. Code Ann., Comm. § 14-202(8).

38. A collector who violates the MCDCA is liable for any damages proximately caused by the violation, including damages for emotional distress or mental anguish suffered with or without accompanying physical injury. Md. Code Ann., Comm. § 14-203.

**Andrews & Lawrence's use of Confessed Judgment  
Promissory Notes to collect consumer debts from  
the Class was and has been their  
standard practice over the past decade**

39. Despite the unambiguous prohibition against the use of contracts or instruments that contain a Confessed Judgment clause that waives the consumer's right to assert a legal defense to an action, for nearly a decade Andrews & Lawrence and the Defendant Attorneys together with the HOAs and other Creditor Clients have routinely and consistently used Confessed Judgment Promissory Notes to collect debts allegedly owed by consumers.

40. Andrews & Lawrence are routinely employed as debt collectors for creditors, seeking to enforce their rights in Maryland Courts vis-à-vis consumer debts allegedly owed by consumers.

41. The use of Confessed Judgment Promissory Notes to collect alleged consumer debts by debt collection attorneys representing creditors seeking recovery of consumer debts, while long outlawed in this State, was resurrected around 2009. Upon information and belief, initially it was sparsely used. However, once a few debt collection attorneys, including Andrews & Lawrence and the Defendant Attorneys, discovered that they were able to use these illegal Confessed Judgment Promissory Notes as a type of “short cut” to avoid having to actually prove their case against consumers without detection from the Court, they shared their successes with other members of the debt collection bar and it became a common practice.

42. As the practice became more common among debt collection attorneys, Courts began to catch on to the scheme and began denying the Complaints for Confessed Judgment based on Confessed Judgment Promissory Notes arising from consumer transactions.

43. In 2015 – after an extensive opinion from Judge Eugene Wolfe in the District Court for Montgomery County outlining exactly why the Confessed Judgment Promissory Notes violate the CPA – it became a common practice for Judges to deny the Complaints for Confessed Judgment when the alleged underlying debt arose from a consumer transaction or debt. In the wake of Judge Wolfe’s opinion, many debt collection law firms ceased use of Confessed Judgment Promissory Notes in consumer cases.

44. Unlike much of the debt collection bar, however, Andrews & Lawrence have NOT ceased filing new Confessed Judgment cases, but have instead taken a more aggressive approach to cheating consumers in the wake of the many opinions refusing to enter or vacating Judgments by Confession in consumer cases. Up until a couple of years ago Andrews & Lawrence used a form Confessed Judgment Promissory Note that generally permitted the firm to confess judgment against consumers. An exemplar is attached hereto as **Exhibit A**. More recently, though, in light of the Orders denying the request for entry of the Confessed Judgment

in consumer cases, Andrews & Lawrence, as a subterfuge, added the following provision to its form Confessed Judgment Promissory Note:

E. **Non-Waiver of Legal Defenses**

I, \_\_\_\_\_, do not waive any legal defenses to any action to enforce this promissory note and mortgage.

45. Confessed Judgment clauses by their very nature waive all of a consumer's legal defenses, due process rights and abilities to call witnesses and introduce evidence before judgment is entered. Andrews & Lawrence's additional clause provides no real benefit to consumers and further evidences Andrews & Lawrence's deception and knowledge of their illegal practices.

46. Both before and continuing beyond Orders denying the requests for entry of the Confessed Judgment in consumer cases, Andrews & Lawrence followed a typical protocol when using the Confessed Judgment Promissory Notes.

47. First, Andrews & Lawrence would contact a consumer who allegedly owed a debt to a creditor who had hired Andrews & Lawrence to collect the debt on their behalf.

48. Next, an agent or employee of Andrews & Lawrence, often one or both of the Defendant Attorneys, would explain to the consumer that the only way that the consumer could avoid further legal action to collect on the alleged debt was to sign an agreement – *i.e.*, the standard form Confessed Judgment Promissory Note. A copy of the Note would be sent to the consumer using the U.S. Mails or electronic transmission.

49. The Confessed Judgment Promissory Notes are unconscionable contracts of adhesion. At the time the Confessed Judgment Promissory Notes were presented to Class Members, Andrews & Lawrence and the Class Members were in grossly unequal positions of power. Class Members, often with little or no knowledge of consumer law, and faced with the threat of impending legal action were presented with “take-it-or-leave-it” Confessed Judgment

Promissory Notes containing an illegal clause waiving all of their rights to contest the alleged consumer debts.

50. The terms of the Confessed Judgment Promissory Note were non-negotiable in at least one material respect. Namely, each Confessed Judgment Promissory Note included a clause that: (a) permitted a Creditors to appoint an attorney from Andrews & Lawrence on behalf of the consumer who would have authority; (b) without any prior notice to or approval from the consumer; (c) to file for entry of a Confessed Judgment against the consumer; in a way that (d) waived the consumer's right to assert a legal defense to the action.

51. The Confessed Judgment Promissory Notes typically include alleged amounts due well in excess of the original principal claimed by the HOA or other Creditor Client. Upon information and belief, Andrews & Lawrence padded the amounts due under the Confessed Judgment Promissory Notes by adding in future (i.e., advanced) payments allegedly due to the creditor, fees and costs as well as attorney's fees (collectively "Excess Fees"), many of which would be disallowed had Andrews & Lawrence sought the same recovery in a contested action in Court.

52. The Excess Fees would then be rolled into the monthly payment set forth in the Confessed Judgment Promissory Note.

53. When consumers would ask questions related to the instrument, Andrews & Lawrence would intentionally misrepresent to the consumer, either expressly or impliedly, that the terms of the Confessed Judgment Promissory Note were legal, binding and enforceable. The consumers would reasonably rely upon these representations to their detriment.

54. Nonetheless, at all times relevant to this Complaint, the Andrews & Lawrence knew or had reason to know that the Confessed Judgment Promissory Notes evidenced or arose

out of related consumer transactions or debts, and were contrary to the essential public policy of the State of Maryland.

55. Once the consumer was forced or coerced into signing the Confessed Judgment Promissory Note, Andrews & Lawrence and the Defendant Attorneys required the executed Notes to be returned to them via the U.S. Mails or by electronic transmission.

56. Andrews & Lawrence and the Defendant Attorneys used the contract to enforce collection of the monthly payments set forth in the Confessed Judgment Promissory Note, including the Excess Fees.

57. In many instances, even when the consumer made all of payments required by the Confessed Judgment Promissory Note, Andrews & Lawrence and the Defendant Attorneys would use the Confessed Judgment Promissory Note to obtain a Confessed Judgment against the consumer.

58. Whether in the Maryland Circuit or District Court, Andrews & Lawrence would complete and file, without the consumer's knowledge or notice, the official Court form Confessed Judgment Complaint which requires an attestation, under "penalty of perjury" that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 12-311 (b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 13-301.

59. Pursuant to Md. Code Ann., Comm. §13-301, "it is an unfair, abusive, or deceptive trade practice to ... use a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action."

60. In all instances, Andrews & Lawrence and the Defendant Attorneys completed the attestation and, in so doing, knowingly misrepresented to the Court the nature of the Confessed Judgment Promissory Notes that they sought to enforce, all to the detriment of the Named Plaintiffs and the Class. At no time relevant to this Complaint did Andrews & Lawrence disclose to the Court that the instruments upon which the requests for entry of Confessed Judgments were based arose from a consumer transaction or debt, even though they knew this to be the case.

61. Andrews & Lawrence and the Defendant Attorneys used the U.S. Mail system to send mailable material to the Plaintiffs and the Plaintiff Class, financial institutions, and the Court in furtherance of their fraudulent scheme to collect on and use the invalid Confessed Judgment Promissory Notes.

62. Andrews & Lawrence also used wires – telephone and email communication – to send transmissions to and communicate with the Plaintiffs, the Plaintiff Class and the Court.

63. In many instances, because Andrews & Lawrence falsely and deceptively withheld from the Court the true nature of the Confessed Judgment Promissory Notes, the Courts would enter the requested Confessed Judgment. And when this occurred, Andrews & Lawrence and the Defendant Attorneys would use the Confessed Judgment Promissory Notes and related Confessed Judgments to garnish wages, bank accounts and other property of the consumers.

64. In other instances, the Court would deny the request for entry of Confessed Judgment, specifically noting that the Notes upon which the Complaint for Confessed Judgments was based were evidence of and/or arose from a consumer transaction, in violation of Maryland's CPA.

65. Even when the Court denied the request for entry of Confessed Judgment, Andrews & Lawrence and the Defendant Attorneys would persist in their collection efforts



against the consumer using the illegal and unenforceable Confessed Judgment Promissory Notes as the basis for their continued action on behalf of the HOAs and other Creditor Clients.

66. In cases where the Court denied Andrews & Lawrence's request for entry of Confessed Judgment because the Confessed Judgment Promissory Note evidenced or arose from consumer transaction as to which a confessed judgment is prohibited, Andrews & Lawrence and the Defendant Attorneys would forum shop and file a new action for Confession of Judgment – using the *same* Confessed Judgment Promissory Note – in a different county, typically a county with which the consumer had no connection or relation.

67. Regardless, Andrews & Lawrence and the Defendant Attorneys do not disclose to the Court in the second county that the Confessed Judgment was already denied by a Maryland Judge in another jurisdiction. Instead, Andrews & Lawrence and the Defendant Attorneys defraud the Court by filing the same Complaint twice, hoping the Court in the second county will merely rely upon Andrews & Lawrence's and the Defendant Attorneys' representations, will look less carefully at the Confessed Judgment Promissory Note and will take their attestations that the instrument does not arise from a consumer transaction as to which a Confessed Judgment is prohibited at face value. In regard, the Defendants' scheme to cheat consumers has been successful.

68. Andrews & Lawrence and the Defendant Attorneys will continue using Confessed Judgment Promissory Notes to collect the debts allegedly owed by the Named Plaintiffs and Class Members until the Court enters a declaratory judgment declaring that Andrews & Lawrence and the HOAs are not entitled, directly or indirectly, as a matter of law to collect against any member of the Class based upon the void judgments.

69. Named Plaintiffs and the Plaintiff Class suffered actual and emotional damages from Andrews & Lawrence's abusive and fraudulent practices on behalf of the HOAs and other

Creditor Clients and are entitled to repayment for all payments made pursuant to the illegal Confessed Judgment Promissory Notes and Confessed Judgments.

**Civil Racketeer Influenced and Corrupt  
Organizations (“RICO”) Summary**

70. At all relevant times to this Complaint, Andrews & Lawrence and the Defendant Attorneys formed an association-in-fact with the HOAs, sales finance companies, other Client Creditors (collectively “Creditor Clients”) and each other, to create an enterprise for the purpose of defrauding the Plaintiffs.

71. Andrews & Lawrence, acting as an agent and debt collector for the HOAs and other Creditor Clients, on behalf of the enterprise, developed and conspired to implement fraudulent schemes, to use Confessed Judgment Promissory Notes arising from consumer transactions against the Plaintiffs and the Plaintiff Class in violation of Maryland, Federal and Common Law.

72. In connection with the activities giving rise to this action, Andrews & Lawrence acted with malice, intent and knowledge, and with a wanton disregard for the rights of Plaintiffs and other consumers.

73. Andrews & Lawrence and the Defendant Attorneys had actual knowledge that the Confessed Judgment Promissory Notes were illegal because various Court in Maryland had already held that such Notes arise from consumer transactions and/or evidence consumer debt (and thus are in violation of the Maryland CPA). Moreover, the Defendant Attorneys are members of the Maryland Bar and charged with knowledge of the law. Nonetheless, in order to carry out their scheme, Andrews & Lawrence and the Defendant Attorneys routinely and consistently ignored these Orders.

74. Despite the multiple Court Orders denying entry of Confessed Judgments, Andrews & Lawrence and the Defendant Attorneys continue to use the Notes to collect on the alleged debts and in some cases attempts to circumvent the decisions of the Court and refile using the same illegal Notes in different counties.

75. At all times, Andrews & Lawrence and the Defendant Attorneys as part of their enterprise's regular way of doing business, used the Confessed Judgment Promissory Notes to collect income from consumers and reinvested the illicit funds in their enterprise, with the specific intent to deceive and defraud the Plaintiffs and the Plaintiff Class for personal gain.

76. Andrews & Lawrence and the Defendant Attorneys, through their enterprise, engaged in interstate commerce in that, *inter alia*, the Confessed Judgment Promissory Notes set forth in this Complaint were consummated in Maryland, but the collection efforts follow consumers until the alleged underlying consumer debts are satisfied. Typically, the term of the Notes exceeded three (3) years. Many of the Notes used by the Defendants to collect the alleged consumer debts are still open as of the filing of this Amended Complaint and there is a distinct threat of long-term continuation of the racketeering activity.

77. At all relevant times herein, in connection with the activities giving rise to this action, Andrews & Lawrence and the Defendant Attorneys conspired with the HOAs, other Creditor Clients and each other to engage in the various activities set forth herein, agreed to participate in the operation of the conspiracy and schemes to defraud Plaintiffs and other consumers, and aided and abetted in these activities, all as proscribed by Maryland statutes, Common Law and Federal Law.

78. In order to carry out their scheme to cheat consumers, Andrews & Lawrence and the Defendant Attorneys made substantial use of the U.S. Mail system. On numerous occasions they used, and caused to be used, mail depositories of the United States Postal Service by both

placing and causing to be placed mailable matters in said depositories in violation of 18 U.S.C. § 1341. In particular, as further described below, Andrews & Lawrence and the Defendant Attorneys engaged in multiple and continuous acts of mail fraud and utilized the U.S. Mails, *inter alia*, to:

- File the Confessed Judgment Complaints with Maryland Courts;
- Send correspondence and other communications to Plaintiffs and Class members;
- Mail account statements to Plaintiffs and Class Members;
- Serve Writs of Garnishments and other legal papers on third parties in furtherance of the scheme; and
- File motions and other legal papers with the Courts in Maryland.

79. In order to carry out their scheme to cheat consumers, Andrews & Lawrence also made substantial use of wires and electronic transmissions in violation of 18 U.S.C. § 1343. In particular, as further described below, Andrews & Lawrence engaged in multiple and continuous acts of wire fraud and utilized wires, *inter alia*, to:

- Email correspondence and Court documents to Plaintiffs and Class members;
- File Court documents by electronic transmission or over the internet;
- Send account statements to Plaintiffs and Class members; and
- Place telephone calls to Plaintiffs and Class members.

80. Each such use of the U.S. Mails and/or wires was in furtherance of the fraudulent scheme described herein.

81. In each instance, Andrews & Lawrence and the Defendant Attorneys used the U.S. Mails and/or wires to send fraudulent material indicating the validity of the Confessed Judgment Promissory Notes upon which Andrews & Lawrence and the Defendant Attorneys intended the recipients to rely, and in each instance the recipients did rely on the fraudulent material.

82. The co-conspirators repeated this pattern – that is, the use of the U.S. Mails and/or wires in furtherance of their fraudulent scheme in interstate commerce in connection

with hundreds or thousands of similar transactions. Each such use of the U.S. Mails and/or wires in connection with the schemes and artifices to defraud constituted the offense of mail and/or wire fraud as proscribed and prohibited by 18 U.S.C. §§ 1341 and/or 1343.

83. These uses of the U.S. Mails and/or wires to further the fraudulent schemes were not limited to the transactions of the Named Plaintiffs, but also occurred in the transactions of each member of the Class. Each member of the Class signed a Confessed Judgment Promissory Note and Andrews & Lawrence used the U.S. Mails/and or wires in furtherance of its collection efforts on the illegal Confessed Judgment Promissory Note. The co-conspirators repeated this pattern – that is, the use of the U.S. Mails and/or wires in furtherance of the schemes – in hundreds or thousands of similar Confessed Judgment Promissory Note transactions. These acts were related, as they had the similar purpose of using and collecting on illegal Confessed Judgment Promissory Notes arising from consumer transactions.

84. Andrews & Lawrence’s enterprise has operated continuously from or before 2009 to the present and affected hundreds if not thousands of consumers. Andrews & Lawrence participated and engaged in the enterprise, functioned as continuing units identifiable over a period of time, and were involved in Confessed Judgment Promissory Note transactions on behalf of HOAs and other Creditor Clients against the Named Plaintiffs and other members of the Class, over a period spanning nearly 10 years and involving hundreds or thousands of consumer transactions. Andrews & Lawrence’s use of the U.S. Mails and wires as described herein constitute multiple instances of mail and wire fraud and further constitute a pattern of racketeering activity.

85. For their part, the HOAs and Creditor Clients played a distinct but critical and necessary role in the racketeering scheme. In particular, the HOAs and Creditor Clients served as the “Payee” and “Mortgagee” on each of the Confessed Judgment Promissory Notes and

received at least a portion of each payment made by Named Plaintiffs and the Class. Moreover, at all times, HOAs and Creditor Clients each knew or had reason to know that Named Plaintiffs and the Class are consumers and that the alleged debt evidenced by the Notes is consumer in nature. Nonetheless, the HOAs and other Creditors hired, encouraged, incited and aided and abetted Andrews & Lawrence and the Defendant Attorneys to force the Class into signing the Confessed Judgment Promissory Notes. Without their participation in the enterprise, the racketeering scheme could not have succeeded.

86. If the Plaintiffs and Class Members had then suspected that Andrews & Lawrence were part of a racketeering enterprise and were using the Confessed Judgment Promissory Notes to facilitate the fraudulent schemes described herein, at the expense of the Plaintiffs and Class Members, they would have refused to conduct business with Andrews & Lawrence and their enterprise, would not have entered into the Confessed Judgment Promissory Notes, and would have sought to secure their rights under the law.

87. Plaintiffs and Class Members' injuries to their property were caused by Andrews & Lawrence and the Defendant Attorneys' continuous operation of their enterprise on behalf of the HOAs and other Creditor Clients.

88. Plaintiff and Class Members made payments to Andrews & Lawrence based on invalid and illegal Confessed Judgment Promissory Notes, as a result of the patterns of racketeering activity described herein.

89. The profits obtained through the fraudulent schemes were invested back into the enterprise and were split between the enterprise' members according to a prior written contract or other agreement.

**Facts Relating to the Named Plaintiffs**

**Cumanda Cisneros**

90. On or about April 2016, Andrews & Lawrence and the Defendant Attorneys, acting as the agent for the Goshen Run, contacted Ms. Cisneros seeking to recover allegedly unpaid HOA dues.

91. At that time, Andrews & Lawrence and the Defendant Attorneys threatened to file a lawsuit against Ms. Cisneros to recover the unpaid balance if she did not sign an instrument evidencing her agreement to repay the entire amount of \$8,733.97.

92. At all times relevant to this Complaint, Andrews & Lawrence, the Defendant Attorneys and Goshen Run knew or had reason to know that the monies they claim were owed by Ms. Cisneros to Goshen Run were evidence of or arose from a consumer transaction and/or debt.

93. Andrews & Lawrence, and the Defendant Attorneys and Goshen Run know or have reason to know that, from the time that she purchased the home until the time she signed the Confessed Judgment Promissory Note, Ms. Cisneros had used her home primarily for personal, household, family or agricultural purposes.

94. Unpaid HOA dues qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a homeowner's association.

95. Regardless, Andrews & Lawrence presented Ms. Cisneros with its standard Confessed Judgment Promissory Note that outlined a payment plan for repayment of the alleged consumer debt. The Confessed Judgment Promissory Note also included a clause that appointed attorneys from Andrews & Lawrence as her own attorneys to confess judgment against

her in the event that she missed a single payment under the instrument, waiving all of Ms. Cisneros' rights and defenses in Court:

**D. Confession of Judgment:**

Upon Default, the undersigned, CUMANDA CISNEROS, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of GOSHEN RUN HOMEOWNERS ASSOCIATION, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

96. Ms. Cisneros' Confessed Judgment Promissory Note is attached hereto as

**Exhibit B.**

97. Andrews & Lawrence also impliedly and in fact represented to Ms. Cisneros that the Confessed Judgment Promissory Note was standard and legal. Ms. Cisneros reasonably relied upon this representation to her detriment. Prior to signing the Confessed Judgment Promissory Note, Ms. Cisneros was not familiar with Confessed Judgments or their effect on her ability to defend herself in court.

98. Indeed, Ms. Cisneros is not fluent in English – she speaks Spanish as her native language. Regardless, the Defendants did not provide Ms. Cisneros with a translation of the Confessed Judgment Promissory Note; nor did they provide Ms. Cisneros with an interpreter to explain it.

99. Upon information and belief, Andrews & Lawrence required hundreds of consumers, if not more, to sign a substantially similar Confessed Judgment Promissory Note which it used to collect debts.

100. Feeling as though she had no other option, Ms. Cisneros signed the Confessed Judgment Promissory Note on April 11, 2016, and began to make the payments outlined in it.



101. At all times relevant to this Complaint Andrews & Lawrence knew or had reason to know that the form Confessed Judgment Promissory Note that they required consumers to sign was impermissible in Maryland and is otherwise an unfair, abusive, or deceptive trade practice prohibited by the Maryland General Assembly.

102. Regardless, Andrews & Lawrence used the Confessed Judgment Promissory Note to force and coerce Ms. Cisneros to pay over \$2,000 on the alleged consumer debt.

103. On June 20, 2016, Andrews & Lawrence, by and through its principals, Defendant Attorneys Lawrence and Andrews, used the Confessed Judgment Promissory Note to file a Complaint for Confessed Judgment against Ms. Cisneros in the District Court of Maryland for Montgomery County. The Complaint requested a principle amount of \$5,594.17, \$46 in costs and \$300 in attorney's fees.

104. Attorney Andrews (acting as attorney for Goshen Run) and Attorney Lawrence (acting as attorney for Ms. Cisneros) signed the Complaint for Confessed Judgment attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

105. The Defendant Attorneys and Andrews & Lawrence each knew or should have known that Andrews and Lawrence's attestations to the Court were untrue, false and deceptive. At all times relevant to this Complaint the Defendant Attorneys and Andrews & Lawrence were each well aware that the Confessed Judgment Promissory Note evidenced an alleged consumer debt that arose from a consumer transaction.

106. Based upon the Defendant Attorneys' false and untrue representations to the Court, the District Court of Maryland for Montgomery County entered a Confessed Judgment against Ms. Cisneros, on July 15, 2016, for a principle amount totaling \$5,594.17 and attorneys' fees totaling \$300.

107. Because the Confessed Judgment Promissory Note waived all of Ms. Cisneros' rights to contest the validity of the alleged debt owed to the Goshen Run, and appointed Attorney Lawrence – an agent or employee of Andrews & Lawrence – to represent Ms. Cisneros' interests in Court, Ms. Cisneros was unaware of the Confessed Judgment entered against her.

108. Although Attorney Lawrence entered her appearance as the attorney representing Ms. Cisneros in respect of the Complaint for Confessed Judgment, Attorney Lawrence never contacted Ms. Cisneros about the Complaint for Confessed Judgment; nor did Attorney Lawrence speak with Ms. Cisneros about the allegations set forth in the Complaint for Confessed Judgment; nor did Attorney Lawrence assert any defenses on behalf of Ms. Cisneros in respect of the Confessed Judgment Action.

109. In furtherance of the scheme to cheat Ms. Cisneros and to deny her any ability ever to contest the validity of the illegal Judgment entered against her, Andrews & Lawrence intentionally failed to serve the Confessed Judgment on Ms. Cisneros. In fact, Andrews & Lawrence intentionally failed to serve a copy of the Confessed Judgment on Ms. Cisneros until *after* this lawsuit was filed.

110. The delay in serving Ms. Cisneros was in furtherance of the scheme to deny Ms. Cisneros any ability to go to Court to challenge the validity of the Confessed Judgment entered against her.

111. Nonetheless, up to the date of the filing of this Amended Complaint, Defendant Andrews & Lawrence continues to use the Confessed Judgment Promissory Note to demand payment from Ms. Cisneros.

112. Using the Confessed Judgment obtained as a result of the illegal Confessed Judgment Promissory Note, Andrews & Lawrence – even though it had not served Ms. Cisneros with the Judgment, thus denying her any ability to challenge the illegal Confessed Judgment – also served Writs of Garnishments on Ms. Cisneros’ banks in an effort to collect on the alleged debt. Andrews & Lawrence never served Ms. Cisneros with notice of the Writs of Garnishment.

113. In furtherance of the scheme to cheat alleged herein, Andrews & Lawrence used the U.S. Mails and wires on multiple occasions to place telephone calls to Ms. Cisneros and send mailable material to Ms. Cisneros, Ms. Cisneros’ financial institutions and the Court.

114. Specifically, Andrews & Lawrence sent the following material through the U.S. Mails and/or wires:

- On or about July 1, 2016, Andrews & Lawrence used the U.S. Mail to mail the Complaint for Confession of Judgment to the District Court of Maryland for Montgomery County at 191 East Jefferson Street Rockville, MD 20850.
- On or about September 7, 2016, Andrews & Lawrence used the U.S. Mail to mail the Writ of Garnishment on Wages/Property to PNC Bank, 4100 West 150<sup>th</sup> Street Cleveland, OH 44135
- On or about March 27, 2017, Andrews & Lawrence, through its agent, used the U.S. Mail to mail a notice of intention to file a lien, first class, postage prepaid, to Ms. Cisneros at 19606 Labelle Court Gaithersburg Court, Gaithersburg, MD 20879.
- On or about June 7, 2017, Andrews & Lawrence used the U.S. Mail to mail a letter indicating an unpaid balance on the Confessed Judgment Promissory Note, a request for payments, and a Statement of Account, to Ms. Cisneros at 19606 Labelle Court Gaithersburg Court, Gaithersburg, MD 20879.

115. After Ms. Cisneros was finally served with the Confessed Judgment, she filed a Motion to Vacate Judgment and/or to Stay in the District Court for Maryland.

116. The District Court vacated the Confessed Judgment entered against her, finding that the Confessed Judgment Promissory Note arose from a consumer transaction as to which a Confessed Judgment is prohibited by the CPA, Md. Code Ann., Comm. § 13-301. See **Exhibit C** Tr. of March 19, 2018 hearing at 37:20-41:14.

117. Once the Judgment was vacated the District Court allowed Andrews & Lawrence to amend its Complaint from a Confessed Judgment action to a contract action and proceed to trial against Ms. Cisneros. Ms. Cisneros appealed the District Court's decision and the appeal is now pending in the Montgomery County Circuit Court, *Goshen Run Home Owners Association, Inc. v. Cumanda Cisneros*, Case No. 9842D.

118. Ms. Cisneros continues to pay the allegedly unpaid HOA dues and her current dues directly to Andrews & Lawrence. Andrews & Lawrence collects her payments, retains its alleged attorneys' fees and collections costs and then disburses the remaining amounts to Goshen Run.

119. As a result of Andrews & Lawrence's use of the Confessed Judgment Promissory Note, Ms. Cisneros paid thousands of dollars pursuant to an illegal and unenforceable contract and suffered actual damages, emotional distress, mental anguish and other damages.

120. As a result of the scheme to cheat alleged herein, and in addition to her financial damages, Ms. Cisneros endured severe emotional distress, had difficulty sleeping and suffered elevated stress levels.

**Maria Santizo**

121. On or about May 2016, Stonehedge directed Ms. Santizo to contact its agent, Andrews & Lawrence, to recover allegedly unpaid condominium association dues.

122. At that time, Andrews & Lawrence informed Ms. Santizo that she had to sign an instrument evidencing her agreement to repay the entire alleged unpaid balance of \$1,641.00.

123. At all times relevant to this Complaint, Andrews & Lawrence, the Defendant Attorneys and Stonehedge knew or had reason to know that the monies claimed to be owed by Ms. Santizo were evidence of/or arose from a consumer transaction and/or debt.

124. Andrews & Lawrence, the Defendant Attorneys and Stonehedge know or have reason to know that, from the time that she purchased the condominium through the present, Ms. Santizo has lived in the condominium with her family. During this period, Ms. Santizo has used the condominium primarily for personal, household, family or agricultural purposes.

125. Unpaid HOA dues qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a condominium association.

126. Regardless, Andrews & Lawrence presented Ms. Santizo with its standard Confessed Judgment Promissory Note that outlined a payment plan for repayment of the alleged consumer debt. The Confessed Judgment Promissory Note also included a clause that appointed attorneys from Andrews & Lawrence as her own attorneys to confess judgment against her in the event that she missed a single payment under the instrument, waiving all of Ms. Santizo's rights and defenses in Court:

**D. Confession of Judgment:**

Upon Default, the undersigned, MARIA SANTIZO AND LUIS A. SANTIZO, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of STONEHEDGE CONDOMINIUM, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

127. Ms. Santizo's Confessed Judgment Promissory Note, which is also signed by Ms. Santizo's father, Luis, is attached hereto as **Exhibit D**.

128. Andrews & Lawrence also impliedly and in fact represented to Ms. Santizo that the Confessed Judgment Promissory Note was standard and legal. Ms. Santizo reasonably relied upon this representation to her detriment. Prior to signing the Confessed Judgment Promissory Note Ms. Santizo was not familiar with Confessed Judgments or their effect on her ability to defend herself in court.

129. Upon information and belief, Andrews & Lawrence required hundreds of consumers, if not more, to sign a substantially similar Confessed Judgment Promissory Note which it used to collect consumer debts.

130. Because she felt as though she had no other choice, Ms. Santizo signed the Confessed Judgment Promissory Note on May 3, 2016, and began to make payments outlined in it.

131. At all times relevant to this Complaint Andrews & Lawrence and the Defendant Attorneys knew or had reason to know that the form Confessed Judgment Promissory Note that they required consumers to sign was impermissible in Maryland and was otherwise an unfair, abusive, or deceptive trade practice prohibited by the Maryland General Assembly.

132. Regardless, Andrews & Lawrence used the Confessed Judgment Promissory Note to force and coerce Ms. Santizo to pay on the alleged consumer debt.

133. On October 19, 2016, Andrews & Lawrence, by and through its principal, Attorney Lawrence – used the Confessed Judgment Promissory Note to file a Complaint for Confessed Judgment against Ms. Santizo in the District Court of Maryland for Montgomery County. The Complaint requested a principle amount of \$2,262.30, interest amounting to \$130.10, and attorneys' fees amounting to \$478.48 for a total of \$2,870.88.

134. Attorney Lawrence (acting as attorney for the Stonehedge) signed the Complaint for Confessed Judgment attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

135. Attorney Lawrence and Andrews & Lawrence knew or should have known that Attorney Lawrence's attestations to the Court were untrue, false and deceptive. At all times relevant to this Complaint, Attorney Lawrence and Andrews & Lawrence were well aware that the Confessed Judgment Promissory Note evidenced an alleged consumer debt that arose from a consumer transaction and a consumer debt.

136. On November 1, 2016, the District Court of Maryland for Montgomery County, upon reviewing the Complaint for Confession of Judgment and the underlying Confessed Judgment Promissory Note declined to enter a Confessed Judgment and instead dismissed the Complaint for failure to demonstrate a factual and legal basis for Stonehedge's entitlement to confess judgment. The Court's opinion is attached as **Exhibit E**.

137. On November 11, 2016, Andrews & Lawrence and the Defendant Attorneys filed a Motion to Alter or Amend the Court's Order denying the Confessed Judgment on behalf of Stonehedge. The Court denied Stonehedge's Motion and Stonehedge appealed the case to the Circuit Court for Montgomery County on February 7, 2017.

138. On June 22, 2017, the Honorable Karla N. Smith of the Circuit Court for Montgomery County, following a hearing and oral argument by the Defendant Attorneys, affirmed the District Court's denial of the Complaint for Confession of Judgment. Judge Smith's Opinion and Order, attached hereto as **Exhibit F**, affirmed the District Court's Order, finding that the Confessed Judgment Promissory Note underlying the Complaint violated the CPA.

139. On July 3, 2017, approximately two weeks after the Circuit Court for Montgomery County affirmed the District Court for Montgomery County's denial of Confessed Judgment, Andrews & Lawrence, Attorney Lawrence and Stonehedge filed a virtually identical Confessed Judgment Complaint against Ms. Santizo, based on the *same* illegal Confessed Judgment Promissory Note, in the District Court of Maryland for Charles County. See **Exhibit G**.<sup>1</sup>

140. Ms. Santizo does not live, work or have any connection to Charles County. Nor is Stonehedge (the plaintiff in the Charles County action) located in Charles County, Maryland. In filing the second Santizo Confessed Judgment Action in Charles County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge engaged in forum shopping.

141. Equally as troublesome, however, in filing the second Santizo Confessed Judgment Action in Charles County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge failed to disclose and intentionally withheld *from the Court* the fact that the Circuit Court for Montgomery County had already held that Ms. Santizo's Confessed Judgment Promissory Note arose from a consumer debt. They also withheld from the Court in the second Santizo Confessed Judgment Action the fact that the Circuit Court for Montgomery County had also entered final judgment against Stonehedge.

142. In doing so, Defendants Andrews & Lawrence and Attorney Lawrence knew or should have known that they owed a duty of candor to the Court and to Ms. Santizo to disclose such information.

143. In the second Santizo Confessed Judgment Action filed in Charles County, Andrews & Lawrence requested an additional \$1,441 in principal, \$344.33 in interest, and

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<sup>1</sup> Exhibit G does not include the Affidavit Establishing the Right to Attorneys' Fees, the Non-Military Affidavit and other documents filed with the Complaint.



\$357.06 in attorney' fees than they had in their failed Montgomery County filing for Ms. Santizo's alleged breach of the same illegal Confessed Judgment Promissory Note.

144. Attorney Lawrence (again acting as attorney for the Stonehedge) signed the Complaint for Confessed Judgment attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

145. Defendant Attorney Lawrence and Andrews & Lawrence knew that Attorney Lawrence's attestations to the Court were untrue, false and deceptive. Not even two weeks earlier, the Circuit Court for Montgomery County specifically found that the underlying Note did **NOT** comply with the required attestations and did **NOT** entitle Andrews & Lawrence or Stonehedge to confess judgment.

146. In reliance upon Attorney Lawrence's false, misleading and untrue representations to the Court, the District Court for Charles County entered a Confessed Judgment against Ms. Santizo, on July 3, 2017.

147. Once Andrews & Lawrence successfully obtained a Confessed Judgment by deception in Charles County on behalf of Stonehedge, Andrews & Lawrence then filed a request for transmittal of the judgment to the to the District Court of Montgomery County for execution purposes.

148. Immediately after the Charles County Judgment was transmitted to Montgomery County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge recorded a lien on Ms. Santizo's property and garnished her bank accounts. As part of the scheme alleged in this

Amended Complaint, neither Defendants Andrews & Lawrence, Attorney Lawrence nor Stonehedge advised or otherwise notified Ms. Santizo about these Court filings.

149. In furtherance of the scheme to cheat alleged herein, Andrews & Lawrence used the U.S. Mails and wires on multiple occasions to place telephone calls to Ms. Santizo and send mailable material to Ms. Santizo, Ms. Santizo's financial institutions and the Court.

150. Specifically, Andrews & Lawrence sent the following material through the U.S. Mails and/or wires:

- On or about October 6, 2016, Andrews & Lawrence mailed by U.S. Mail the Complaint for Confession of Judgment to the District Court of Maryland for Montgomery County located at 191 East Jefferson Street Rockville MD 20850.
- On or about November 14, 2016, as stated in the certificate of service filed with the Court, Defendant Attorney Andrews mailed by U.S. Mail a copy of Plaintiff's Motion to Alter or Amend Order Denying Confessed Judgment and Dismissing Action and Stonehedge Condominium's Memorandum of Law in Support of its Motion to Alter or Amend to Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring, Maryland 20904.
- On or about July 3, 2017, Andrews & Lawrence electronically filed a Complaint for Confessed Judgment in the District Court for Charles County, Maryland.
- On or about February 2, 2017, as stated in the certificate of service filed with the Court, Defendant Attorney Andrews mailed by U.S. Mail a copy of the Civil Appeal/Request for transcript to Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring, Maryland 20904.
- On or about July 19, 2017 Andrews & Lawrence mailed by U.S. Mail the Request for Transmittal of Judgment to the District Court of Maryland for Montgomery County located at 8552 2nd Ave, Silver Spring, Maryland 20910
- On or about July 21, 2017, as stated in the certificate of service filed with the Court, a copy of the Request for Transmittal of Judgment was served by mailing first class mail, postage prepaid on Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring MD 20904

151. Ms. Santizo continues to pay the allegedly unpaid HOA dues and her current dues directly to Andrews & Lawrence. Andrews & Lawrence collects her payments, retains its alleged attorneys' fees and collections costs and then disburses the remaining amounts to Stonehedge.

152. As a result of Andrews & Lawrence's use of the Confessed Judgment Promissory Note, Ms. Santizo paid over a thousand dollars pursuant to an illegal and unenforceable contract and suffered actual, emotional distress, mental anguish and other damages.

153. As a result of the scheme to cheat alleged herein, and in addition to her financial damages, Ms. Santizo endured severe emotional distress, had difficulty sleeping and suffered elevated stress levels.

**Andrews & Lawrence's Use  
of Confessed Judgment Promissory Notes  
Is Not Limited to the Named Plaintiffs**

154. The facts and circumstances of the Named Plaintiffs are neither unique nor isolated. Indeed, Andrews & Lawrence have used Confessed Judgment Promissory Notes to collect consumer debts for nearly a decade.

155. Upon information and belief, Andrews & Lawrence, acting as debt collectors and agents for the HOAs and other Creditor Clients, have coerced and/or required hundreds, if not thousands, of consumers to sign the Confessed Judgment Promissory Notes challenged by this Complaint.

**CLASS ACTION ALLEGATIONS**

156. Named Plaintiffs bring this action on behalf of a Class which consists of:

All consumers who signed a promissory note containing a confessed judgment clause that was used by Andrews & Lawrence to collect a consumer debt.

157. The Class, as defined above, is identifiable. The Named Plaintiffs are members of the Class.

158. The Class is so numerous that joinder of all members is impracticable.

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

- a. Whether Andrews & Lawrence employed unfair and unconscionable means to collect a debt by including a Confessed Judgment clause in a promissory note that arises out of a consumer transaction.
- b. Whether Andrews & Lawrence made false and misleading representations about the legality and enforceability of the Confessed Judgment Promissory Notes.
- c. Whether Andrews & Lawrence collected payments pursuant to illegal Confessed Judgment Promissory Notes.
- d. Whether Andrews & Lawrence's actions constitute violations of the Fair Debt Collection Practices Act.
- e. Whether Andrews & Lawrence claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist in their dealings with Named Plaintiffs and Class Members.
- f. Whether a declaratory judgment is proper to prevent Andrews & Lawrence and the HOAs from continuing to use Confessed Judgment Promissory Notes in violation of Maryland and Federal Law.
- g. Whether a declaratory judgment is proper to declare that Andrews & Lawrence and the HOAs are not entitled, directly or indirectly, as a matter of law to collect against any member of the Class based upon a void judgment, will alleviate all uncertainty in this proceeding.

- h. Whether Andrews & Lawrence and the Defendant Attorneys formed an association-in-fact with the HOAs, sales finance companies and other creditors, including Goshen Run and Stonehedge, which constitute an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(a), which enterprise was engaged in, and the activities of which affect, interstate commerce.
- i. Whether Andrews & Lawrence used proceeds derived from a pattern of racketeering activity under 18 U.S.C. §§ 1961(1) and (5) to acquire an interest in, establish, and operate the enterprise.
- j. Whether Andrews & Lawrence committed multiple instances of mail and/or wire fraud in violation of 18 U.S.C. §§ 1341 and 1343, which occurred uniformly and consistently during the existence of the “enterprise” and permitted Defendants to maintain and operate it.
- k. Whether Andrews & Lawrence and the HOAs violated RICO.
- l. Whether the HOAs violated the CPA.
- m. Whether Andrews & Lawrence committed fraud.
- n. Whether Andrews & Lawrence violated the MCDCA.
- o. Whether Andrews & Lawrence negligently misrepresented the validity of the Confessed Judgment Promissory Notes to the Plaintiffs and the Class.
- p. Whether Named Plaintiffs and the Class may recover damages.

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

161. Named Plaintiffs will fairly and adequately protect the interests of the Class within the meaning of Md. Rule 2-231(a)(4). Named Plaintiffs are committed to vigorously litigating this

matter. Further, Named Plaintiffs have secured counsel experienced in handling class actions and complex litigation.

162. Neither Plaintiffs nor Plaintiffs' counsel has any interests that might cause them not to vigorously pursue this claim.

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

164. The Defendants' actions are generally applicable to the respective Class as a whole, and Plaintiffs seek equitable remedies with respect to the Class as a whole within the meaning of Md. Rule 2-231(b)(2).

165. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of Md. Rule 2-231(b)(3).

166. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

167. Plaintiffs' counsel are experienced in class actions, and foresee little difficulty in the management of this case as a class action.

## **CAUSES OF ACTION**

### **Count I**

#### **Violation of the Fair Debt Collection Practices Act**

15 U.S.C. 1692f

(against Andrews & Lawrence and the Defendant Attorneys)

168. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

169. Andrews & Lawrence and each of the Defendant Attorneys are “debt collectors” within the meaning of 15 U.S.C.A. § 1692a(6).

170. The use of a Confessed Judgment clause in a contract arising from or evidencing a consumer transaction is unfair or unconscionable within the meaning of 15 U.S.C. § 1692f.

171. Andrews & Lawrence coerced and/or required Plaintiffs and Class Members to sign Confessed Judgments Promissory Notes evidencing or arising from consumer transactions and consumer debts.

172. Andrews & Lawrence used the Confessed Judgment Promissory Notes to collect hundreds of thousands of dollars from Plaintiffs and Class Members.

173. Andrews & Lawrence had actual knowledge that the Confessed Judgment Promissory Notes were illegal because: (1) the Defendant Attorneys are members of the Maryland Bar and thus are charged with knowledge of the laws of Maryland and (2) Courts in Maryland have denied many of Andrews & Lawrence’s previous Complaints for Confession of Judgment in the past as violating the Maryland Consumer Protection Act, Md. Code Ann., Comm. § 13-301 *et seq.*

174. The Confessed Judgment Promissory Notes are illegal instruments and cannot toll the statute of limitations for the debts evidenced within them. Thus, Named Plaintiffs and the Class Members do not actually owe the amounts Andrews & Lawrence is collecting.

175. As a result of Andrews & Lawrence’s failure to comply with the Fair Debt Collection Practices Act, Plaintiffs and the Class suffered actual loss and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Award Plaintiffs actual damages as provided for in the FDCPA, 15 U.S.C. §1692k(a)(1), in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;
- B. Award Plaintiffs statutory damages as provided for in the FDCPA, 15 U.S.C. §192k(a)(2);
- C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;
- D. Award pre-judgment interest;
- E. Award Plaintiffs reasonable costs and attorney's fees; and
- F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count II**

**Violation of the Fair Debt Collection Practices Act**

15 U.S.C. §1692e

(against Andrews & Lawrence and the Defendant Attorneys)

- 176. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.
- 177. Andrews & Lawrence and the Defendant Attorneys' representations and actions with respect to the collection of consumer debts from the Plaintiffs and Class were false, deceptive, and misleading.
- 178. Using a contract related to a consumer transaction which contains a Confessed Judgment clause that waives the consumer's right to assert a legal defense to an action is an action that cannot legally be taken under Commercial Law Article, §13-301, as defined by 15 U.S.C. §1692e.



179. The Confessed Judgments Promissory Notes that the Plaintiffs and Class Members signed are contracts related to consumer transactions that contain Confessed Judgment clauses that waive consumer's rights to assert legal defenses.

180. Andrews & Lawrence made false and misleading representations to Named Plaintiffs and Class members – including but not limited to the representation that the Confessed Judgments Promissory Notes are legal, proper and enforceable – in order to induce Plaintiff and Class Members to sign the Confessed Judgments Promissory Notes.

181. Andrews & Lawrence made false and misleading representations to the Court including but not limited to the representation that the Confessed Judgment Promissory Notes are legal, proper and enforceable and that the affidavit contained within the Complaints for Confession of Judgment was true and accurate.

182. Andrews & Lawrence also made false and misleading representations to Court when they refiled the same Confessed Judgment Promissory Notes that had been denied in a different county without disclosing the denial.

183. Andrews & Lawrence threatened to, and did take an action that cannot legally be taken when they used the Confessed Judgment Promissory Notes to collect money and obtain Confessed Judgments against Plaintiffs and Class members.

184. Any monies paid by Plaintiffs and Class Members that resulted from Andrews & Lawrence's use of the illegal Confessed Judgment Promissory Notes, constitute actual damages and must be repaid to Plaintiffs by the Andrews & Lawrence pursuant to the FDCPA.

185. As a result of Andrews & Lawrence's failure to comply with §1692e and use of an illegal Confessed Judgment Promissory Note, Plaintiff and the Class suffered actual losses and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Award Plaintiffs actual damages as provided for in the FDCPA, 15 U.S.C. §1692k(a)(1), in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;
- B. Award Plaintiffs statutory damages as provided for in the FDCPA, 15 U.S.C. §192k(a)(2);
- C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;
- D. Award pre-judgment interest;
- E. Award Plaintiffs reasonable costs and attorney's fees; and
- F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count III**  
**Maryland Declaratory Judgment Act**  
Md. Code Ann., Cts. & Jud. Proc., § 3-409  
(against All Defendants)

186. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

187. An actual controversy exists between Named Plaintiffs, the Class, Andrews & Lawrence, the Defendant Attorneys and the HOAs.

188. Antagonistic claims are present between Named Plaintiffs, the Class, Andrews & Lawrence, the Defendant Attorneys, and the HOAs which indicate imminent and inevitable litigation.

189. Plaintiffs and the Class assert that the Confessed Judgment Promissory Notes are illegal, unfair, abusive or deceptive and in conflict with the essential public policy of the State of Maryland and thus, void *ab initio*.

190. Plaintiffs and Class Members also assert that any Confessed Judgments obtained against Plaintiffs and Class Members, based upon the illegal Confessed Judgment Promissory Notes, were illegally obtained and unenforceable, and thus, void *ab initio*.

191. A declaratory judgment that establishes the illegality of the Confessed Judgment Promissory Notes and any Court Judgment entered based upon it, will alleviate all uncertainty in this proceeding.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Issue a declaratory judgment declaring that:
  1. The collection of payments pursuant to the Confessed Judgment Promissory Notes is an unfair, unconscionable, and illegal practice under 15 U.S.C. §1692f.
  2. The Confessed Judgment Promissory Notes are void, illegal, unfair, abusive or deceptive and in conflict with the essential public policy of the State of Maryland and thus, Defendants may not collect upon the Confessed Judgment Promissory Notes and they are void *ab initio*.
  3. Any Confessed Judgments obtained against Plaintiff and Class members, based upon the illegal Confessed Judgment Promissory Notes, were illegally obtained and unenforceable, and thus, Defendants may not collect upon them and they are void *ab initio*.

4. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count IV**

**Violation of the Maryland Consumer Debt Collection Act**

Md. Code Ann., Comm. § 14-201 *et seq.*

(against Andrews & Lawrence and the Defendant Attorneys)

192. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

193. Andrews & Lawrence and the Defendant Attorneys are debt “collectors” as defined in Md. Code Ann., Comm. § 14-201(b).

194. The Confessed Judgment Promissory Notes arise from “consumer transactions” as defined in Md. Code Ann., Comm. § 14-201(c).

195. By using a contract related to a consumer transaction which contains a Confessed Judgment clause that waives the consumer’s right to assert a legal defense, Andrews & Lawrence are claiming and enforcing a right with knowledge that the right does not exist as defined by Md. Code Ann., Comm. § 14-202.

196. Andrews & Lawrence knew or should have known that the Confessed Judgment Promissory Notes violate the CPA and essential public policy of the State of Maryland and are void *ab initio* because: (1) the Defendant Attorneys are members of the Maryland Bar and thus are charged with knowledge of the laws of Maryland and (2) Courts in Maryland have denied many of Andrews & Lawrence’s previous Complaints for Confession of Judgment in the past as violating the Maryland Consumer Protection Act, Md. Code Ann., Comm. § 13-301.

197. Despite knowledge that the Confessed Judgment Promissory Notes are illegal, unenforceable and void *ab initio*, Andrews & Lawrence used the illegal Confessed Judgment

Promissory Notes to enforce a right that does not exist and to collect monies from Plaintiffs and the Plaintiff Class.

198. The Confessed Judgment Promissory Notes are illegal instruments and cannot toll the statute of limitations for the debts evidenced within them. Thus, the Class Members do not actually owe all, if any, of the amounts Andrews & Lawrence is collecting.

199. Any monies paid by Plaintiffs and Class Members that resulted from the Andrews & Lawrence's use of the illegal Confessed Judgment Promissory Notes constitute actual damages and must be repaid to Plaintiffs by the Andrews & Lawrence pursuant to the MCDCA.

200. As a result of the Andrews & Lawrence's failure to comply with the MCDCA and use of illegal Confessed Judgment Promissory Notes, Plaintiff and the Class suffered actual loss, emotional distress, mental anguish, and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages as provided for in Md. Code Ann., Comm. § 14-203, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs damages for emotional distress or mental anguish suffered by Plaintiffs and the Class.

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest; and,

E. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count V**  
**Racketeer Influenced and Corrupt Organizations (RICO)**

18 U.S.C.A. § 1962(a)  
(Against All Defendants)

201. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

202. Each Named Plaintiff and each Class member is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

203. Andrews & Lawrence, each Defendant Attorney, each HOAs and each conspirator is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 18 U.S.C. 1962(a).

204. Andrews & Lawrence and the Defendant Attorneys through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an “enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

205. Andrews & Lawrence and each of the Defendant Attorneys acted as a principal, within the meaning of 18 U.S.C.A. § 2, in a pattern of racketeering and collection of unlawful debts.

206. Each of the conspirators used proceeds derived from a pattern of racketeering activity under 18 U.S.C. §§ 1961(1) and (5) to acquire an interest in, establish, and operate the enterprise.

207. These unlawful activities included multiple instances of mail and/or wire fraud in violation of 18 U.S.C. §§ 1341 and 1343, which occurred uniformly and consistently during the existence of the “enterprise” and permitted Andrews & Lawrence to maintain and operate them.

208. The purpose of the enterprise created by the Andrews & Lawrence was to pool resources and expertise to coerce Plaintiffs and Class Members to sign illegal and unconscionable Confessed Judgment Promissory Notes and then to use the Confessed Judgment Promissory Notes to collect monies arising from alleged consumer debts (which the Defendants were not entitled to collect in this fashion) and to profit from the scheme at the expense of the consumers.

209. The association-in-fact had a common or shared purpose, that is, to collect on alleged consumer debts using Confessed Judgment Promissory Notes, and had distinct divisions of labor. The HOAs and other Creditor Clients, acquired the original consumer debts and Andrews & Lawrence and the Defendant Attorneys were employed to collect on the debts through the use of illegal Confessed Judgment Promissory Notes. The association has continued as a unit, with a core membership, over a substantial period of time, and is an ongoing organization established for an economic motive. Although the membership in the enterprise may have changed, and some of the lawyers and/or HOAs, sales finance companies and other creditors may have been added into the enterprise over time, the structure of the organization and the functions undertaken by its members remained constant. The association-in-fact remains viable and active at the time this action was filed.

210. Andrews & Lawrence, the Defendant Attorneys, and the Creditor Clients including the HOAs each played a substantial and distinct role in the scheme.

211. In the association-in-fact, Andrews & Lawrence and each Defendant Attorney agreed to work as an agent and debt collector for the HOAs, sales finance companies and/or other Creditor Clients, and use form Confessed Judgment Promissory Notes to collect on alleged consumer debts owed by the Named Plaintiffs and the Plaintiff Class.

212. Each member of the Class was coerced to sign a Confessed Judgment Promissory Note that illegally purported to allow Andrews & Lawrence to use the Confessed Judgment

Promissory Note to collect payments on an alleged consumer debt on behalf of the Creditor Clients including the HOAs.

213. All of the activities of the association-in-fact form a pattern, continuous in nature, which consists of numerous unlawful individual acts directed to the Named Plaintiffs and each Class member. Andrews & Lawrence's illegal activities persisted over an extended period of time. Each Confessed Judgment Promissory Note was presented to each Plaintiff in furtherance of the conspiracy for which Andrews & Lawrence are liable. Plaintiffs' reliance on the validity of the Confessed Judgment Promissory Notes was reasonable and justified because the Andrews & Lawrence and the Defendant Attorneys' representations and statuses as a prominent law firm in the community would and did cause persons of ordinary experience to be convinced of the legality and legitimacy of the operations.

214. The activities of Defendants entailed multiple instances of mail fraud consisting of intentional mail fraud intended to induce, and inducing, Plaintiffs and the Class to part with property and/or to surrender legal rights in violation of 18 U.S.C. § 1341.

215. The activities of Andrews & Lawrence, the Defendant Attorneys and the HOAs also entailed multiple instances of wire fraud consisting of intentional wire fraud intended to induce, and inducing, Plaintiff and the Class to part with property and/or to surrender legal rights in violation of 18 U.S.C. § 1343.

216. Defendants' multiple instances of mail fraud and wire fraud also were intended to represent to various Courts and Judges throughout the State of Maryland that the Complaints for Confession of Judgment, were commercial in nature and did not involve consumer transactions or consumer debts. The Courts and Judges to whom these representations were made reasonably relied upon the representations (including but not limited to the false and untrue



attestations contained in the Complaints), and thus, in many instances entered the requested Confessed Judgment.

217. Through the use of these illegal and fraudulent schemes, and through their efforts to operate and maintain the enterprise described herein, to maintain the conspiracy and to facilitate the use of Confessed Judgment Promissory Notes arising from consumer transactions, Andrews & Lawrence, the Defendant Attorneys and the HOAs, through their conspiracy have been able to retain money which is rightfully payable to Plaintiffs and Class Members, and to collect money not properly due from Plaintiffs or Class Members.

218. Andrews & Lawrence, the Defendant Attorneys and the HOAs through their conspiracy retained these funds, gained illegally through the use and enforcement of Confessed Judgment Promissory Notes, and reinvested and used those funds in their operations in violation of 18 U.S.C. § 1962(a).

219. Furthermore, the co-conspirators each previously acquired illicit funds through similar fraudulent operations involving mail and/or wire fraud and used said proceeds to continue their schemes by investing in and operating Andrews & Lawrence's enterprise with the HOAs, sales finance companies and other Creditors.

220. Through the use of the illegal and fraudulent activities using Confessed Judgment Promissory Notes arising from consumer transactions, and through their efforts to operate and maintain the enterprise described herein, Andrews & Lawrence through their conspiracy have been able both to maintain the enterprise, and to profit from it at the expense of Plaintiffs and the Class.

221. Plaintiffs and all Class Members have been injured by reason of the violations of §1962(a), because Plaintiffs and all Class members made payments on invalid and illegal Confessed Judgment Promissory Notes, as a result of the reinvestment and use of funds by

Andrews & Lawrence derived from the Defendants' pattern of racketeering activity to fund and operate their enterprise, and to facilitate and incentivize their conspiracies to use illegal Confessed Judgment Promissory Notes arising from consumer transactions.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;
- B. Award Plaintiffs treble damages;
- C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;
- D. Award pre-judgment interest;
- E. Award Plaintiffs reasonable costs and attorney's fees; and
- F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VI**

Racketeer Influenced and Corrupt Organizations (RICO)  
18 U.S.C.A. § 1962(c)  
(against All Defendants)

222. Plaintiffs re-allege and incorporate by reference the allegations set out in the foregoing paragraphs as if fully set forth below.

223. Each Named Plaintiff and each Class Member is a "person" within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

224. Andrews & Lawrence, the Defendant Attorneys, the HOAs, and the co-conspirator Creditor Clients are each “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

225. Andrews & Lawrence and the Defendant Attorneys, through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an “enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

226. Andrews & Lawrence and the Defendant Attorneys were associated with the enterprise and participated in their management and operation by directing their affairs and by conducting business with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, and assisting in the fraudulent schemes described herein, to use Confessed Judgment Promissory Notes arising from consumer transactions in violation of Maryland Law. Andrews & Lawrence, the Defendant Attorneys, Goshen Run and Stonehedge each participated, directly and indirectly, in the conduct of the enterprise’s affairs through a pattern of unlawful activity under 18 U.S.C. § 1961(i)(b), 1961(5) and 1962(c), including multiple acts of mail and/or wire fraud, in violation of 18 U.S.C. § 1341 and/or § 1343.

227. Each Class Member suffered injury to his or her property, within the meaning of 18 U.S.C. § 1964(c), by reason of the Defendants’ violations of 18 U.S.C. § 1962(c).

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs treble damages;

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney's fees; and

F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VII**  
**Racketeer Influenced and Corrupt Organizations (RICO)**  
**18 U.S.C.A. § 1962(d)**  
(against All Defendants)

228. Plaintiffs re-allege and incorporate by reference the allegations set out in the foregoing paragraphs as if fully set forth below.

229. Each Named Plaintiff and each Class Member is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

230. Andrews & Lawrence, Defendant Attorneys, and the HOAs and the co-conspirator Creditor Clients are “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(d).

231. Andrews & Lawrence and the Defendant Attorneys, through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an

“enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

232. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators were associated with the enterprise described herein, and conspired within the meaning of 18 U.S.C. § 1962(d) to violate § 1962(a) and (c).

233. Andrews & Lawrence, the Defendant Attorneys, and the HOAs each knew of the RICO violations of the enterprise and agreed to facilitate those activities.

234. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators conspired to use or invest income derived from a pattern of unlawful activity under 18 U.S.C. § 1961(1) to acquire an interest in, establish and operate the enterprise and have done so through a pattern of unlawful activity including under 18 U.S.C. § 1961(1), *inter alia*, multiple instances of mail and/or wire fraud in violation of 18 U.S.C. § 1341 and/or §1343.

235. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators conspired to operate, maintain control of, and maintain an interest in the enterprise and have done so through a pattern of unlawful activity including under 18 U.S.C. § 1961(1), *inter alia*, multiple instances of mail and/or wire fraud in violation of 18 U.S.C. § 1341 and/or §1343.

236. The Named Plaintiffs and each Class member have suffered injury to his or her property within the meaning of 18 U.S.C. § 1964(c) by reason of the commission of overt acts constituting illegal activity in violation of 18 U.S.C. §§ 1961(1) and 1962(d).

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;
- B. Award Plaintiffs treble damages;
- C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;
- D. Award pre-judgment interest;
- E. Award Plaintiffs reasonable costs and attorney's fees; and
- F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VIII**

**Negligent Misrepresentation**

(Against Andrews & Lawrence and the Defendant Attorneys)

237. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

238. Andrews & Lawrence and the Defendant Attorneys owed a duty of care to Plaintiffs and the Plaintiff Class because of their status as attorneys and because of their affirmative actions creating a relationship with the Plaintiffs and the Plaintiff Class.

239. Andrews & Lawrence negligently asserted that Confessed Judgment Promissory Notes arising from consumer transactions were legal and valid instruments.

240. Andrews & Lawrence intended that their assertions would be acted upon by the Plaintiffs and the Class, and cause Plaintiffs and the Class to make payments on the illegal and unenforceable Confessed Judgment Promissory Notes.

241. Andrews & Lawrence knew or should have known that the Plaintiffs and the Class would rely on the erroneous representations that the Confessed Judgment Promissory Notes were

legal and valid and further that Plaintiffs and Class Members would make payments as a result of that reliance.

242. Plaintiffs and the Class, in an inferior position in terms of both bargaining power and knowledge of the law, justifiably relied on Andrews & Lawrence's assertion as to the overall legality of the Confessed Judgment Promissory Notes, and made payments as a result of that reliance.

243. The reliance was justified because Andrews & Lawrence is a law firm with attorneys charged with knowledge of the law, a duty of candor to the Court and a duty of care to its clients.

244. Plaintiffs and the Plaintiff Class suffered actual loss, emotional distress, mental anguish, and other damages proximately caused by the Andrews & Lawrence's negligence.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

C. Award pre-judgment interest; and,

D. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count IX**  
**Fraud**

(Against Andrews & Lawrence and the Defendant Attorneys)

245. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

246. Andrews & Lawrence and the Defendant Attorneys owed a duty to the Plaintiffs and the Plaintiff Class.

247. Andrews & Lawrence made false representations to the Plaintiffs and Plaintiff Class that the Confessed Judgment Promissory Notes were valid and enforceable.

248. Andrews & Lawrence knew and/or recklessly disregarded the fact that the Confessed Judgment Promissory Notes violated the CPA and were, therefore, illegal, unenforceable and void *ab initio*.

249. The fact that the Confessed Judgment Promissory Notes were illegal, unenforceable and void is a material fact because the Plaintiffs and the Plaintiff Class could not be required to make payments on such contracts.

250. The misrepresentations were made for the purpose of defrauding the Plaintiffs and the Plaintiff Class and to coerce them into entering into illegal contracts for the repayment of allegedly owed consumer debts.

251. Plaintiffs and the Plaintiff Class relied to their detriment on the misrepresentations and had the right to rely on them when they made payments pursuant to the Confessed Judgment Promissory Notes.

252. Plaintiffs and the Plaintiff Class suffered actual loss, emotional distress and other damages caused by the Andrews & Lawrence's fraud.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs punitive damages;



C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest;

E. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count XI**  
**Money Had and Received**  
(against All Defendants)

253. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

254. As set forth above, the Andrews & Lawrence assessed and collected payments for HOAs, sales finance organizations and other Creditor Clients, pursuant to invalid and illegal Confessed Judgment Promissory Notes.

255. Andrews & Lawrence, the Defendant Attorneys and HOAs were aware of, and had knowledge of the fact that the Confessed Judgment Promissory Notes were illegal, unenforceable and void *ab initio*.

256. By doing so, the Andrews & Lawrence the Defendant Attorneys and the HOAs have come into the possession of money in the form of payments that they had, and have no right to, at law or in equity.

257. It would be inequitable for the Andrews & Lawrence, HOAs, sales finance organizations, and/or other Creditor Clients to retain any such monies that they had no legal right to at law or in equity.

258. As a result, Named Plaintiffs and Class members suffered damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

- A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;
- B. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;
- C. Award pre-judgment interest;
- D. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count XII**  
**Violation of the Maryland Consumer Protection Act**  
Md. Code Ann., Com. Law § 13-101 *et seq.*  
(against the HOAs)

259. Plaintiffs re-allege and incorporate by reference the allegations set forth above as if fully set forth herein.

260. Maryland's Consumer Protection Act ("CPA"), Md. Code Ann., Com. Law § 13-101 *et seq.*, prohibits any "person" from engaging in any unfair or deceptive trade practices, *inter alia*, in the collection of consumer debts. Md. Code Ann., Comm. § 13-303(3) and (4).

261. HOA dues that Plaintiffs owe to the HOAs qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a homeowner's association.

262. As a "person" under the CPA, § 13-101(h), HOAs are prohibited from engaging in unfair, abusive, or deceptive trade practices.

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

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

265. The CPA further prohibits Defendant from using a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action. Md. Code Ann., Comm. § 13-301(12).

266. In violation of the CPA, § 13-303(3) - (4) and § 13-301(1), Defendants represented to Named Plaintiffs and members of the Plaintiff Class that the Confessed Judgment Promissory Notes were legal and enforceable and proceeded to collect payments based on those Notes and representations.

267. These representations were false and misleading and tended to and did deceive Named Plaintiffs and members of the Plaintiff Class, all of whom made payments the HOAs pursuant to the illegal Notes.

268. In violation of the CPA, § 13-303(3) - (4) and § 13-301(3), Defendants failed to disclose to Named Plaintiff sand members of the Plaintiff Class certain material facts, including the fact that the Confessed Judgment Promissory Notes were prohibited by the CPA and therefore void and unenforceable.

269. These misrepresentations and failure to disclose material facts led Named Plaintiffs and members of the Plaintiff Class to make payments that were not due and that they would not have made had the HOAs informed them of the material facts. Defendants committed unfair and deceptive practices by collecting and attempting to collect on alleged debts which, in fact, were not due and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, § 13-101 *et seq.*, including § 13-303(3) and (4); § 13-301(1) and (3);

270. In violation of the § 13-301(12) the HOAs used a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert

a legal defense to an action when the collected money pursuant to the Confessed Judgment Promissory Notes and when they attached the Notes as a basis for the Confessed Judgment Complaints against the Plaintiffs.

271. As a result of Defendants' unfair, abusive and deceptive trade practices in violation of the CPA, Named Plaintiffs and members of the Plaintiff Class paid money pursuant to illegal Confessed Judgment Promissory Notes, suffered actual loss and other damages.

**WHEREFORE**, Plaintiffs demand, on behalf of themselves and the proposed Plaintiff Class:

- A. Actual damages;
- B. Reasonable attorney's fees to be determined; and,
- C. The costs of this action.

Respectfully submitted,

/s/ Richard S. Gordon  
Richard S. Gordon, Federal Bar No. 06882  
Benjamin H. Carney, Federal Bar No. 27984  
Ashley A. Wetzel, Federal Bar No. 20196  
GORDON, WOLF & CARNEY, CHTD.  
100 West Pennsylvania Ave., St. 100  
Baltimore, Maryland 21204  
(410) 825-2300

Alexa E. Bertinelli, Federal Bar No. 07210  
CIVIL JUSTICE, INC.  
520 W. Fayette St., Ste. 410  
Baltimore, MD 21201  
(410) 706-0174

*Attorneys for Named Plaintiffs and the Plaintiff Class*

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury of all issues so triable.

/s/ Richard S. Gordon

Richard S. Gordon

**PROMISSORY NOTE AND MORTGAGE**

**\$ 10,900.98**

This Promissory Note and Mortgage made this 30<sup>th</sup> day of October, 2013, by me, Koffi M. Gbadago and Akua K. Alifotse, (the "PROMISORS" and "MORTGAGOR") in favor of Germantown Park Homes Association, Inc., (the "PAYEE" and "MORTGAGEE").

**WITNESSETH:**

**A. Promise to Pay:**

For value received and delinquent homeowners association assessments on the unit at 18807 Poppy Seed Lane, Germantown, MD 20874 (the "Subject Property") accrued through October 2013, the undersigned, Koffi M. Gbadago and Akua K. Alifotse, (the PROMISOR), promise(s) to pay to the order of GERMANTOWN PARK HOMES ASSOCIATION, INC., the sum of TEN THOUSAND NINE HUNDRED DOLLARS AND NINETY-EIGHT CENTS (\$10,900.98), by FORTY-FOUR (44) payments payable as follows:

**On October 30, 2013, a payment in the amount of \$978.04 shall be due and paid. On or before the 30<sup>th</sup> day of each month thereafter, a payment in the amount of \$100.00 shall be due. Beginning October 30, 2014 and on or before the 30<sup>th</sup> of each month thereafter a payment in the amount of \$300.00 shall be due. The final payment, due May 30, 2017 shall be in the amount of \$167.94.**

**These installments do not include assessments that come due during the life of this agreement. Those must be paid separately to avoid default of this payment plan.**

**B. Terms:**

All payments must be postmarked not later than three days before the due date, or actually received by this office on or before the due date. Upon the return of any check unpaid, all payments shall be made by certified check, cashier's check, or money order. All payments shall be made payable to **Germantown Park Homes Association, Inc.**, and delivered to **Andrews & Lawrence Professional Services, LLC, 9639 Doctor Perry Road, Suite 208 South, Ijamsville, MD 21754**, or other such entity or address as the Association may from time to time notify you of, in accordance with the above promise to pay and terms.

**C. Default:**

Upon default of any payment installment in full, the entire unpaid balance shall immediately become due and payable in full, including rescission of waiver if any full payment is not timely made in accordance with the provisions above. In the event of default, the Association reserves the right to exercise all remedies available at law and equity, including, but not limited to, foreclosing its mortgage, and/or filing suit in any court of law to recover the entire balance due. This Promissory Note and Mortgage shall not be construed to limit in any way the right of the Association to exercise any or all available remedies in the event of default.

**D. Confession of Judgment:**

Upon default, the undersigned, KOFFI M. GBADAGO AND AKUA K. ALIFOTSE, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of GERMANTOWN PARK HOMES ASSOCIATION, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

**E. Waiver of Exemptions:**

To the extent allowable by state and other law, and, in particular, in accordance with the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 11-506, I hereby waive any and all exemptions from execution I am now or may be in the future entitled to, under the law of Maryland or of any other state or governmental authority.

**F. Mortgage**

In consideration of the sum of TEN THOUSAND NINE HUNDRED DOLLARS AND NINETY-EIGHT CENTS (**\$10,900.98**), now due and owing from me, KOFFI M. GBADAGO AND AKUA K. ALIFOTSE, to GERMANTOWN PARK HOMES ASSOCIATION, INC., (the "Association") for homeowners association assessments, and associated late fees and costs of collection authorized by the Declaration of Covenants of said Association and Maryland law, I, KOFFI M. GBADAGO AND AKUA K. ALIFOTSE, do grant unto the Association all that land in Montgomery County, Maryland with the

buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described as: 18807 Poppy Seed Lane, Germantown, MD 20874, (the "Mortgaged Property"); provided that if I comply with the terms and promise to pay recited in "A" and "B", above, or pay the total debt due at an earlier date, the Association shall release this mortgage within thirty days upon my written request to do so.

I, KOFFI M. GBADAGO AND AKUA K. ALIFOTSE, further covenant and agree that:

1. In the event that I transfer ownership (either legal or equitable) or create any security interest in the mortgaged property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt immediately due and payable.

2. I covenant and warrant to Mortgagee that I am indefeasibly seized of said land in fee simple, and that I have lawful authority to mortgage said land.

3. Should any default occur, as defined in "C" above, the Association is hereby empowered to sell the mortgaged property pursuant to Maryland law, such that the proceeds of any such sale, less the amount due and owing to the Association at the time of such sale, plus all costs of conducting the sale, including attorney's fees, publication costs, court fees, etc., and a one percent trustee's commission, shall be transferred to me.

In furtherance thereof, I, KOFFI M. GBADAGO AND AKUA K. ALIFOTSE, hereby give power of sale to Torin K. Andrews, Esq., or his assigns, and further, I assent to the passing of a decree for the sale of the mortgaged property, and I authorize Torin K. Andrews, Esq., or his assigns, to declare my assent to the passing of a decree for the sale of the mortgaged property.

**G. Required Information**



The PROMISOR hereby certifies, under penalties of perjury that the following information is true and correct:

EXECUTED UNDER SEAL this 30 day of October, 2013.

[Signature] (SEAL)  
Koffi M. Gbadago

EXECUTED UNDER SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2013

[Signature] (SEAL)  
Akua K. Alifotse

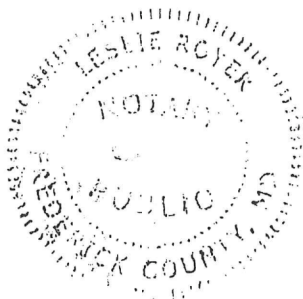
STATE OF MARYLAND  
COUNTY OF Frederick

On this 30th day of October, 2013, before me, the undersigned officer, personally appeared **Koffi M. Gbadago**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand an official seal

[Signature]  
Notary Public

My commission expires \_\_\_\_\_



Leslie Royer  
NOTARY PUBLIC  
Frederick County  
State of Maryland  
My Commission Expires  
January 17, 2017

Parcel I.D. # 09-02368457

Legal Description: Lot: 95 Block: A Plat Ref: 125/14610

**PROMISSORY NOTE AND MORTGAGE**

**\$ 8,733.97 (Conditional settlement on actual debt of \$8,773.97. Performance of this agreement is a condition precedent to this reduced settlement amount.)**

This Promissory Note and Mortgage made this 01<sup>TH</sup> day of APRIL, 2016, by me, Cumanda Cisneros, (the "PROMISOR" and "MORTGAGOR") in favor of Goshen Run Homeowners Association, Inc., (the "PAYEE" and "MORTGAGEE").

**WITNESSETH:**

**A. Promise to Pay:**

For value received and delinquent homeowners association assessments on the unit at 19606 Labelle Court, Gaithersburg, MD 20879 (the "Subject Property") accrued through March 2016, the undersigned, Cumanda Cisneros, (the PROMISOR), promise(s) to pay to the order of GOSHEN RUN HOMEOWNERS ASSOCIATION, INC., the sum of EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND NINETY-SEVEN CENTS (\$8,733.97), by SEVENTY-NINE (79) payments payable as follows:

**Beginning March 30, 2016, and on or before the 30<sup>th</sup> day of each month thereafter, a payment in the amount of \$126.00 shall be due. The final payment, due September 30, 2022, shall be in the amount of \$75.97.**

**These payments do not include assessments that come due during the life of this agreement. Those must be paid separately when due to avoid default of this payment plan. However, upon default of this agreement, all assessments, and any late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement that have not been paid shall be added to the principal amount due under this agreement. Additionally, upon default, any reasonable collection costs and attorney's fees**

**incurred by the PAYEE to enforce prior judgments held against the PROMISOR shall be added to the principal amount due under this agreement.**

**These installments do not include any fee charged by an electronic payment provider, which must be paid by the PROMISOR in addition to these payments.**

**B. Terms:**

All payments must be postmarked not later than three days before the due date, or actually received by the offices of Andrews & Lawrence Professional Services, LLC on or before the due date. Upon the return of any check unpaid, all payments shall be made by certified check, cashier's check, or money order. All payments shall be made payable to **Goshen Run Homeowners Association, Inc.**, and delivered to **Andrews & Lawrence Professional Services, LLC, 9639 Doctor Perry Road, Suite 208 South, Ijamsville, MD 21754**, or other such entity or address as the Association may from time to time notify you of, in accordance with the above promise to pay and terms. All notices to PAYEE required under this agreement shall be made to Andrews & Lawrence Professional Services, LLC or such other entity as the PAYEE may appoint. The PROMISOR further agrees to notify PAYEE of any change in address. PROMISOR may make payments in addition to the payments required under this agreement, without penalty. Such additional payments will not change the payment schedule or the payment amount (except the final payment), but may shorten the term of the note.

If PROMISOR desires to pay one or more payments required hereunder before their due dates, PROMISOR agrees to notify PAYEE of the payments being made, by identifying in writing the payment amount and due date that is being prepaid.

If payments are made through an Electronic Payment Provider (EPP), such as PayPal or Credit Card, any fee charged by the EPP will be added to the amount due under this note.

**C. Default:**

Upon default of any payment installment in full, or upon default of any assessment payment coming due subsequent to the execution of this agreement, the entire unpaid balance shall immediately become due and payable in full, plus the

amount of \$**250.05**, which was conditionally forgiven upon the successful completion of the within payment plan. Additionally, all assessments, late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement shall be due and payable in full, and may be enforced by confession of judgment of this promissory note. In the event of default, the Association reserves the right to exercise all remedies available at law and equity, including, but not limited to, foreclosing its mortgage, enforcing any judgment against the PROMISOR and/or filing suit in any court of law to recover the entire balance due. This Promissory Note and Mortgage shall not be construed to limit in any way the right of the Association to exercise any or all available remedies in the event of default.

**D. Confession of Judgment:**

Upon default, the undersigned, CUMANDA CISNEROS, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of GOSHEN RUN HOMEOWNERS ASSOCIATION, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

**E. Non-Waiver of Legal Defenses**

I, CUMANDA CISNEROS, do not waive any legal defenses to any action to enforce this promissory note and mortgage.

**F. Mortgage**

In consideration of the sum of EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND NINETY-SEVEN CENTS (**\$8,733.97**), now due and owing from me, CUMANDA CISNEROS, to GOSHEN RUN HOMEOWNERS ASSOCIATION, INC., (the "Association") for homeowners association assessments, and associated late fees and costs of collection authorized by the Declaration of Covenants of said Association and Maryland law, I, CUMANDA CISNEROS, do grant unto the Association all that land in Montgomery County, Maryland with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described as: 19606 Labelle Court, Gaithersburg, MD 20879, (the

"Mortgaged Property"); provided that if I comply with the terms and promise to pay recited in "A" and "B", above, or pay the total debt due at an earlier date, the Association shall release this mortgage within thirty days upon my written request to do so.

I, CUMANDA CISNEROS, further covenant and agree that:

1. In the event that I transfer ownership (either legal or equitable) or create any security interest in the mortgaged property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt immediately due and payable.

2. I covenant and warrant to Mortgagee that I am indefeasibly seized of said land in fee simple, and that I have lawful authority to mortgage said land.

3. Should any default occur, as defined in "C" above, the Association is hereby empowered to sell the mortgaged property pursuant to Maryland law, such that the proceeds of any such sale, less the amount due and owing to the Association at the time of such sale, plus all costs of conducting the sale, including attorney's fees, publication costs, court fees, etc., and a one percent trustee's commission, shall be transferred to me.

In furtherance thereof, I, CUMANDA CISNEROS, hereby give power of sale to Torin K. Andrews, Esq., or his assigns, and further, I assent to the passing of a decree for the sale of the mortgaged property, and I authorize Torin K. Andrews, Esq., or his assigns, to declare my assent to the passing of a decree for the sale of the mortgaged property.

**G. Severability**

If any provision of this agreement or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this agreement which can be given effect without the invalid provision or application, and for this purpose the provisions of this agreement are declared severable.

**H. Required Information**

The PROMISOR hereby certifies, under penalties of perjury that the following information is true and correct:

Cumanda Cisneros:

Social Security Number: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place of employment: \_\_\_\_\_  
Address of employment: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Bank: \_\_\_\_\_

EXECUTED UNDER SEAL this 11<sup>th</sup> day of APRIL, 2016.

[Signature] (SEAL)  
Cumanda Cisneros

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 11<sup>th</sup> day of APRIL, 2016, before me, the undersigned officer, personally appeared **Cumanda Cisneros**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

**MARTIN E. MENDOZA**  
Notary Public  
Montgomery County  
Maryland  
My Commission Expires Oct. 3, 2018

[Signature]  
Notary Public

My commission expires 10/03/2018

Andr s &amp; Lawrence Professional Service, LLC

***PAYMENT PLAN VALID THROUGH 9/30/22 UNLESS DEFAULT OCCURS***

<b>ASSOCIATION: Goshen Run Homeowners Association</b>									
<b>OWNER'S NAME: Cumanda Cisneros</b>									
<b>PROPERTY ADDRESS: 19606 Labelle Court, Gaithersburg, MD 20879</b>									
<b>MAILING ADDRESS:</b>									
Month - Year	Assess- ments	Late Fees	Contract Interest	Misc. Fees	Postage/ PPS/FF	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
									8,733.97
Mar-16						15.00	Due the 30th.	126.00	8,622.97
Apr-16						15.00	Due the 30th.	126.00	8,511.97
May-16						15.00	Due the 30th.	126.00	8,400.97
Jun-16						15.00	Due the 30th.	126.00	8,289.97
Jul-16						15.00	Due the 30th.	126.00	8,178.97
Aug-16						15.00	Due the 30th.	126.00	8,067.97
Sep-16						15.00	Due the 30th.	126.00	7,956.97
Oct-16						15.00	Due the 30th.	126.00	7,845.97
Nov-16						15.00	Due the 30th.	126.00	7,734.97
Dec-16						15.00	Due the 30th.	126.00	7,623.97
Jan-17						15.00	Due the 30th.	126.00	7,512.97
Feb-17						15.00	Due the 28th.	126.00	7,401.97
Mar-17						15.00	Due the 30th.	126.00	7,290.97
Apr-17						15.00	Due the 30th.	126.00	7,179.97
May-17						15.00	Due the 30th.	126.00	7,068.97
Jun-17						15.00	Due the 30th.	126.00	6,957.97
Jul-17						15.00	Due the 30th.	126.00	6,846.97
Aug-17						15.00	Due the 30th.	126.00	6,735.97
Sep-17						15.00	Due the 30th.	126.00	6,624.97
Oct-17						15.00	Due the 30th.	126.00	6,513.97
Nov-17						15.00	Due the 30th.	126.00	6,402.97
Dec-17						15.00	Due the 30th.	126.00	6,291.97
Jan-18						15.00	Due the 30th.	126.00	6,180.97
Feb-18						15.00	Due the 28th.	126.00	6,069.97
Mar-18						15.00	Due the 30th.	126.00	5,958.97
Apr-18						15.00	Due the 30th.	126.00	5,847.97
May-18						15.00	Due the 30th.	126.00	5,736.97
Jun-18						15.00	Due the 30th.	126.00	5,625.97
Jul-18						15.00	Due the 30th.	126.00	5,514.97
Aug-18						15.00	Due the 30th.	126.00	5,403.97
Sep-18						15.00	Due the 30th.	126.00	5,292.97
Oct-18						15.00	Due the 30th.	126.00	5,181.97
Nov-18						15.00	Due the 30th.	126.00	5,070.97
Dec-18						15.00	Due the 30th.	126.00	4,959.97
Jan-19						15.00	Due the 30th.	126.00	4,848.97
Feb-19						15.00	Due the 28th.	126.00	4,737.97
Mar-19						15.00	Due the 30th.	126.00	4,626.97
Apr-19						15.00	Due the 30th.	126.00	4,515.97
May-19						15.00	Due the 30th.	126.00	4,404.97
Jun-19						15.00	Due the 30th.	126.00	4,293.97
Jul-19						15.00	Due the 30th.	126.00	4,182.97
Aug-19						15.00	Due the 30th.	126.00	4,071.97
Sep-19						15.00	Due the 30th.	126.00	3,960.97
Oct-19						15.00	Due the 30th.	126.00	3,849.97
Nov-19						15.00	Due the 30th.	126.00	3,738.97
Dec-19						15.00	Due the 30th.	126.00	3,627.97

See reverse for important notice of rights and legend of abbreviations

**PAYMENT PLAN VALID THROUGH 9/30/22 UNLESS DEFAULT OCCURS**

Month - Year	Assessments	Late Fees	Contract Interest	Misc. Fees	Postage/ PPS/FF	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
Jan-20						15.00	Due the 30th.	126.00	3,516.97
Feb-20						15.00	Due the 29th.	126.00	3,405.97
Mar-20						15.00	Due the 30th.	126.00	3,294.97
Apr-20						15.00	Due the 30th.	126.00	3,183.97
May-20						15.00	Due the 30th.	126.00	3,072.97
Jun-20						15.00	Due the 30th.	126.00	2,961.97
Jul-20						15.00	Due the 30th.	126.00	2,850.97
Aug-20						15.00	Due the 30th.	126.00	2,739.97
Sep-20						15.00	Due the 30th.	126.00	2,628.97
Oct-20						15.00	Due the 30th.	126.00	2,517.97
Nov-20						15.00	Due the 30th.	126.00	2,406.97
Dec-20						15.00	Due the 30th.	126.00	2,295.97
Jan-21						15.00	Due the 30th.	126.00	2,184.97
Feb-21						15.00	Due the 28th.	126.00	2,073.97
Mar-21						15.00	Due the 30th.	126.00	1,962.97
Apr-21						15.00	Due the 30th.	126.00	1,851.97
May-21						15.00	Due the 30th.	126.00	1,740.97
Jun-21						15.00	Due the 30th.	126.00	1,629.97
Jul-21						15.00	Due the 30th.	126.00	1,518.97
Aug-21						15.00	Due the 30th.	126.00	1,407.97
Sep-21						15.00	Due the 30th.	126.00	1,296.97
Oct-21						15.00	Due the 30th.	126.00	1,185.97
Nov-21						15.00	Due the 30th.	126.00	1,074.97
Dec-21						15.00	Due the 30th.	126.00	963.97
Jan-22						15.00	Due the 30th.	126.00	852.97
Feb-22						15.00	Due the 28th.	126.00	741.97
Mar-22						15.00	Due the 30th.	126.00	630.97
Apr-22						15.00	Due the 30th.	126.00	519.97
May-22						15.00	Due the 30th.	126.00	408.97
Jun-22						15.00	Due the 30th.	126.00	297.97
Jul-22						15.00	Due the 30th.	126.00	186.97
Aug-22						15.00	Due the 30th.	126.00	75.97
Sep-22							<b>Final payment due September 30, 2022</b>	<b>75.97</b>	<b>0.00</b>
							<b>Payment plan valid through September 30, 2022, unless default occurs</b>		
							<b>Plan payments DO NOT include assessments coming due after March 2016</b>		



GOSHEN RUN HOMEOWNERS	*	IN THE
ASSOCIATION, INC.,	*	
Plaintiff,	*	CIRCUIT COURT FOR
	*	
vs.	*	MONTGOMERY COUNTY
	*	
CUMANDA CISNEROS,	*	Case Number
Defendant.	*	0601-0009190 2016

\* \* \* \* \*

The above-entitled case came on for hearing before The Honorable Judge Aileen E. Oliver on March 19, 2018, commencing at 1:30 p.m. at 191 East Jefferson Street, Rockville, Maryland, Maryland 20850.

\* \* \* \* \*

Audio Recording Transcribed by:

Al Betz & Associates, Inc. 410-875-3376

1 when you've got the legislature using initially  
2 confessed judgment clauses and then changing it to  
3 match confessed judgment clauses that waive a  
4 consumer's right, they're saying this is a  
5 technical amendment, doesn't mean anything, it's  
6 the same thing it was before, it shows how back  
7 then and now the General Assembly, the Maryland  
8 Court of Appeals, Judge Wolfe and us all agree  
9 that you can't use these things in consumer  
10 transactions.

11 Thank you, your Honor.

12 THE COURT: Thank you. I want to have  
13 an opportunity to read the memorandum that you  
14 submitted today. I'm going to step off the Bench  
15 and actually review everything, even some of the  
16 arguments made by counsel. I should be back in  
17 about 15 minutes. Okay? Thank you.

18 MR. ANDREWS: Thank you, your Honor.

19 (Pause in Proceedings.)

20 THE COURT: Sorry it took me longer than  
21 I thought it would.

1 All right. Before the Court is the  
2 Defendant's motion to vacate the confessed  
3 judgment that was entered. I think the first  
4 issue is with regard to whether the motion was  
5 timely filed. The Defendant was served with a  
6 confessed judgment on December 28, 2017, according  
7 to the affidavit of service that's in the file.  
8 Under Rule 3612D she had 30 days to file a motion  
9 to reopen, modify or vacate the judgment. She did  
10 file a motion to stay or in the alternative vacate  
11 confessed judgment on January 25, 2018. On  
12 January 30, 2018, the Clerk's office issued a  
13 miscellaneous civil filing error Notice which  
14 stated that the certificate of service wasn't  
15 dated. The court reviewed the certificate of  
16 service. It states that the motion was sent by  
17 first class mail on the blank day of January 2018  
18 to the Plaintiff and Plaintiff's counsel in the  
19 Federal case. The only thing missing was the day  
20 the motion was sent. There is a case, State  
21 versus Andrews, 227 Maryland at 350, 134, A 3rd,

1 through 24, 2015 where the Court found a similar  
2 omission in the certificate of service, considered  
3 it a defect but found that the certificate met the  
4 literal requirements of the section and provided  
5 the manner of service, the basic date, found there  
6 was no evidence that the opposing party was  
7 prejudiced or that it caused any delay in the  
8 case. I find the same to be present in this  
9 matter and so I find that the motion was timely  
10 filed.

11 Now the Court has to decide whether the  
12 instrument evidences or arises from a consumer  
13 transaction to which a confessed judgment clause  
14 is prohibited. So the Defendant argued that the  
15 confessed judgment was matters prohibited by the  
16 Maryland Consumer Protection Act. Her counsel  
17 argued that although on its face the document  
18 indicates that it does not evidence or arise from  
19 a consumer transaction, that it is in fact a  
20 consumer transaction and the judgment should  
21 therefore be vacated.

1           Plaintiff, though, now concedes that it  
2    is a consumer transaction and instead argues that  
3    the Maryland Consumer Protection Act prohibits use  
4    of only those confessed judgment clauses that  
5    waive the consumer's right to assert a legal  
6    defense to an action. Plaintiff contends that the  
7    Defendant did not waive her legal defenses, just  
8    the timing of them. That she still had the option  
9    of exercising her post-trial rights to raise the  
10   defenses with regard to the amount owed. That the  
11   plain wording of the statute dictates, or the act  
12   dictates that the Court find that all her legal  
13   defenses were still available to her in the  
14   confessed judgment clause nor to find that it is  
15   prohibited, that in other words the Court would  
16   have to find that she would have no legal defenses  
17   by signing the post, the confessed judgment  
18   paperwork.

19           The Plaintiff further points out that in  
20   paragraph E of the note that states that Ms.  
21   Cisneros does not waive her legal defenses. The

1 Defendant argues that was not the intent of the  
2 wording of the Act and that his client's right to  
3 assert a legal defense is waived by the effect of  
4 the confessed judgment note in and of itself, that  
5 the wording wasn't in this Act, wasn't meant to  
6 add another requirement.

7 And the Court after reviewing all of the  
8 memoranda and listening to the arguments of  
9 counsel I concur with the Defendant in this  
10 matter. I do believe that this was definitely a  
11 consumer transaction which has been consented to  
12 but that this confessed judgment note definitely  
13 and the Defendant waived her legal defenses and  
14 for that reason I will vacate the judgment.

15 Anything further from either counsel?

16 MR. MACK: No, your Honor. Thank you.

17 MR. ANDREWS: No, your Honor. Thank you.

18 THE COURT: Thank you. Very good  
19 argument, both of you, very good job.

20 MR. MACK: Thank you, your Honor.

21 (End of audio recording.)

Parcel I.D. # 05-02271286

Legal Description: Unit: 177 Phase: 5-A Bldg.: 31 Plat Ref: 29/3016

PROMISSORY NOTE AND MORTGAGE

\$ 1,641.00 (Conditional settlement on actual debt of \$1,770.30. Performance of this agreement is a condition precedent to this reduced settlement amount.)

This Promissory Note and Mortgage made this 3<sup>rd</sup> day of May, 2016, by me, Maria Santizo and Luis A. Santizo, (the "PROMISORS" and "MORTGAGOR") in favor of Stonehedge Condominium, Inc., (the "PAYEE" and "MORTGAGEE").

WITNESSETH:

A. Promise to Pay:

For value received and delinquent homeowners association assessments on the unit at 1814 Bronzegate Blvd., Silver Spring, MD 20904 (the "Subject Property") accrued through April 2016, the undersigned, Maria Santizo and Luis A. Santizo, (the PROMISORS), promise(s) to pay to the order of STONEHEDGE CONDOMINIUM, INC., the sum of ONE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$1,641.00), by NINE (9) payments payable as follows:

Due on May 15, 2016 is a payment of \$400.00. Beginning on June 15, 2016, and on or before the 15<sup>th</sup> day of each month thereafter, a payment in the amount of \$171.00 shall be due. The final payment, due January 15, 2017, shall be in the amount of \$164.00.

These payments do not include assessments that come due during the life of this agreement. Those must be paid separately when due to avoid default of this payment plan. However, upon default of this agreement, all assessments, and any late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement that have not been paid shall be added to the principal amount due under this agreement. Additionally, upon default, any reasonable collection costs and attorney's fees incurred by the PAYEE to enforce prior judgments held against the PROMISORS shall be added to the principal amount due under this agreement.

These installments do not include any fee charged by an electronic payment provider, which must be paid by the PROMISORS in addition to these payments.

B. Terms:

All payments must be postmarked not later than three days before the due date, or actually received by the offices of Andrews & Lawrence Professional Services, LLC on or before the due date. Upon the return of any check unpaid, all payments shall be made by certified check, cashier's check, or money order. All payments shall be made payable to STONEHEDGE CONDOMINIUM, INC., and delivered to Andrews & Lawrence Professional Services, LLC, 9639 Doctor Perry Road, Suite 208 South, Ijamsville, MD 21754, or other such entity or address as the Association may from time to time notify you of, in accordance with the above promise to pay and terms. All notices to PAYEE required collection costs and attorney's fees incurred by Andrews & Lawrence Professional Services, LLC or such other

entity as the PAYEE may appoint. The PROMISORS further agree to notify PAYEE of any change in address. PROMISORS may make payments in addition to the payments required under this Agreement, without penalty. Such additional payments will not change the payment schedule or the payment amount (except potentially the final payment), but may shorten the term of the note. As full and adequate consideration, and acknowledged to be so by PROMISORS, PAYEE agrees to suspend collection action against PROMISORS for any amounts included in this Agreement, until such time as PROMISORS are in default of this Agreement.

If PROMISORS desire to pay one or more payments required hereunder before their due dates, PROMISORS agree to notify PAYEE of the payments being made, by identifying in writing the payment amount and due date that is being prepaid.

If payments are made through an Electronic Payment Provider (EPP), such as PayPal or Credit Card, PROMISORS agree to pay any fee charged by the EPP to the PAYEE, in addition to the payments set out in Part A of this Agreement, unless such is prohibited by law. The PAYEE reserves the right to refuse to accept any EPP payments at PAYEE's discretion.

C. Default:

Upon default of any payment installment in full, or upon default of any assessment payment coming due subsequent to the execution of this agreement, the entire unpaid balance shall immediately become due and payable in full, plus the amount of \$129.30 which was conditionally forgiven upon the successful completion of the within payment plan. Additionally, all assessments, late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement shall be due and payable in full, and may be enforced by confession of judgment of this promissory note. In the event of default, the Association reserves the right to exercise all remedies available at law and equity, including, but not limited to, foreclosing its mortgage, enforcing any judgment against the PROMISORS and/or filing suit in any court of law to recover the entire balance due. This Promissory Note and Mortgage shall not be construed to limit in any way the right of the Association to exercise any or all available remedies in the event of default.

D. Confession of Judgment:

Upon default, the undersigned, MARIA SANTIZO AND LUIS A. SANTIZO, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of STONEHEDGE CONDOMINIUM, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

E. Non-Waiver of Legal Defenses

I, MARIA SANTIZO AND LUIS A. SANTIZO, do not waive any legal defenses to any action to enforce this Agreement.

F. Waiver of Rights Under Fair Debt Collection Practices Act



I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby knowingly and voluntarily agree, to the extent permitted by law, to waive any and all of my rights under the Fair Debt Collection Practices Act, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. I further waive my rights to sue the PAYEE, its attorneys and agents, for any conduct alleged to be a violation of the Fair Debt Collection Practices Act with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. As stated above, however, I do not waive any rights to defend any action to enforce this Agreement against me. (Strike this paragraph out if no waiver of rights is agreed to.)

G. Waiver of Rights Under Maryland Consumer Protection Laws

I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby knowingly and voluntarily agree, to the extent permitted by law, to waive any and all of my rights under the Maryland Consumer Debt Collection Act and the Maryland Consumer Protection Act, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. I further waive my rights to sue the PAYEE, its attorneys and agents, for any conduct alleged to be a violation of the Maryland Consumer Debt Collection Act or the Maryland Consumer Protection Act, or both, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. As stated above, however, I do not waive any rights to defend any action to enforce this Agreement against me. (Strike this paragraph out if no waiver of rights is agreed to.)

H. Type of Debt

The PROMISORS certify under penalty of perjury that the debt concerned herein was not incurred for personal, family or household purposes. (Strike this paragraph out if debt was incurred for personal, family or household purposes.)

I. Mortgage

In consideration of the sum of ONE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$1,641.00), now due and owing from me, MARIA SANTIZO AND LUIS A. SANTIZO, to STONEHEDGE CONDOMINIUM, INC., (the "Association") for homeowners association assessments, and associated late fees and costs of collection authorized by the Declaration of Covenants of said Association and Maryland law, I, MARIA SANTIZO AND LUIS A. SANTIZO, do grant unto the Association all that land in Montgomery County, Maryland with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described as: 1814 Bronzegate Blvd., Silver Spring, MD 20904, (the "Mortgaged Property"); provided that if I comply with the terms and promise to pay recited in "A" and "B", above, or pay the total debt due at an earlier date, the Association shall release this mortgage within thirty days upon my written request to do so.

I, MARIA SANTIZO AND LUIS A. SANTIZO, further covenant and agree that:

1. In the event that I transfer ownership (either legal or equitable) or create any security interest in the mortgaged property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt immediately due and payable.

2. I covenant and warrant to Mortgagee that I am indefeasibly seized of said land in fee simple, and that I have lawful authority to mortgage said land.

3. Should any default occur, as defined in "C" above, the Association is hereby empowered to sell the mortgaged property pursuant to Maryland law, such that the proceeds of any such sale, less the amount due and owing to the Association at the time of such sale, plus all costs of conducting the sale, including attorney's fees, publication costs, court fees, etc., and a one percent trustee's commission, shall be transferred to me.

In furtherance thereof, I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby give power of sale to Torin K. Andrews, Esq., or his assigns, and further, I assent to the passing of a decree for the sale of the mortgaged property, and I authorize Torin K. Andrews, Esq., or his assigns, to declare my assent to the passing of a decree for the sale of the mortgaged property.

J. Parties Under Advice of Counsel

Both parties certify under penalty of perjury that they have sought and received advice from an attorney at law concerning this Agreement, prior to executing the Agreement. (Either Party may strike this paragraph out if no legal advice was obtained by the Party.)

K. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Agreement which can be given effect without the invalid provision or application, and for this purpose the provisions of this Agreement are declared severable.

L. Required Information

The PROMISORS hereby certify, under penalties of perjury that the following information is true and correct:

Maria Santizo:

Social Security Number: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place of employment: \_\_\_\_\_  
Address of employment: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Bank: \_\_\_\_\_

Luis A. Santizo:

Social Security Number: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place of employment: \_\_\_\_\_  
Address of employment: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Bank: \_\_\_\_\_

EXECUTED UNDER SEAL this 3<sup>rd</sup> day of May, 2016.

Maria Santizo (SEAL)  
Maria Santizo

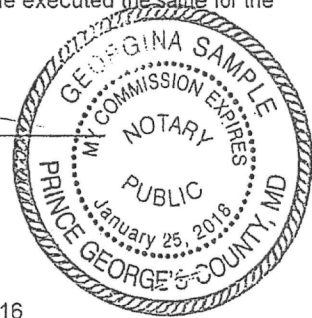
STATE OF MARYLAND  
COUNTY OF Prince George's

On this 3<sup>rd</sup> day of May, 2016, before me, the undersigned officer, personally appeared **Maria Santizo**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand an official seal

Georgina Sample  
Notary Public

My commission expires January 25, 2018



EXECUTED UNDER SEAL this 3<sup>rd</sup> day of May, 2016.

Luis A. Santizo (SEAL)  
Luis A. Santizo

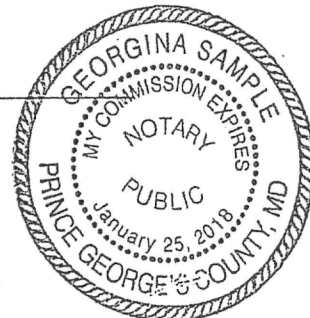
STATE OF MARYLAND  
COUNTY OF Prince George's

On this 3<sup>rd</sup> day of May, 2016, before me, the undersigned officer, personally appeared **Luis A. Santizo**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand an official seal

Georgina Sample  
Notary Public

My commission expires January 25, 2018



Andrews & Lawrence Professional Services, LLC

**PAYMENT PLAN VALID THROUGH 1/15/17 UNLESS DEFAULT OCCURS**

<b>ASSOCIATION: Stonehedge Condominium, Inc.</b>									
<b>OWNER'S NAME: Maria Santizo &amp; Luis A. Santizo</b>									
<b>PROPERTY ADDRESS: 1814 Bronzegate Blvd., Silver Spring, Maryland 20904</b>									
<b>MAILING ADDRESS:</b>									
Month - Year	Assess-ments	Late Fees	Contract Interest	Misc. Fees	Postage/ FF/PPS	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
									1,641.00
May-16						15.00	Due the 15th.	400.00	1,256.00
Jun-16						15.00	Due the 15th.	171.00	1,100.00
Jul-16						15.00	Due the 15th.	171.00	944.00
Aug-16						15.00	Due the 15th.	171.00	788.00
Sep-16						15.00	Due the 15th.	171.00	632.00
Oct-16						15.00	Due the 15th.	171.00	476.00
Nov-16						15.00	Due the 15th.	171.00	320.00
Dec-16						15.00	Due the 15th.	171.00	164.00
Jan-17							Final payment due January 15, 2017	164.00	0.00
Payment plan valid through January 15, 2017, unless default occurs									
Plan payments DO NOT include assessments coming due after April 2016									

See reverse for important notice of rights and legend of abbreviations

IN THE DISTRICT COURT OF MARYLAND FOR MONTGOMERY COUNTY

COUNCIL OF UNIT OWNERS OF  
STONEHEDGE CONDOMINIUM, INC.  
Plaintiff,

v.

MARIA SANTIZO &  
LUIS SANTIZO  
Defendants.

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Case No.: 0601-0015079-2016

**ORDER DENYING CONFESSED JUDGMENT**

On October 19, 2016, the Plaintiff filed a complaint for a confessed judgment against the Defendant in the principal amount of \$2,262.30, interest of \$130.10 and attorney’s fees of \$478.48 for collection of homeowner association fees. The parties entered into a promissory note and mortgage on May 3, 2016, which detailed that the Defendant would pay homeowner association fees that were owed to the Plaintiff in the amount of \$1,641.00 as a conditional settlement. The Defendant agreed that she would make a one-time payment of \$400.00 on May 15, 2016 along with payments of \$171.00 every 15<sup>th</sup> day of the month with a final payment of \$164.00 due on January 15, 2017. The note also authorized that if the Defendants defaulted on this payment schedule, the Plaintiff would have authorization to enter confess judgment or series of judgments in favor of the association.

Confessed judgments are instruments by which debtors are agreeing to “an entry of judgment against them without the benefit of a trial in the event of default . . .” *Schlossberg v. Citizens Bank of Maryland*, 341 Md. 650, 652 (Md. 1996). However, Maryland courts have affirmatively held that confessed judgments are not favored. *Sager v. Housing Com’n of Anne Arundel County*, 855 F. Supp. 2d 524, 553-54 (D. Md. 2012) (citing *Gambo v. Bank of Md.*, 102

Md. App. 166, 185 (1994)). Specifically, under Maryland's Commercial Law, the use of confessed judgments for certain commercial transactions is prohibited, hence, a party seeking to enter a confessed judgment with the court must confirm, through affidavit, that the action does not arise from certain consumer loan or transactions. See Md. Rule 3-611. Under Md. Ann., Comm. Law § 13-301(12), better known as the Consumer Protection Act ("CPA"), the use of confessed judgment clauses in consumer transactions is considered an unfair or deceptive trade practice. Those protected under the CPA are defined as "actual or prospective purchaser, lessee, or recipient of consumer goods, consumer services, consumer realty, or consumer credit." Md. Ann., Comm. Law § 13-101(c). More specifically, CPA goes on to define consumer credit, debts, goods, realty and services, collectively, as "credit, debts or obligations, goods, real property, and services which are primarily for personal, household, family, or agricultural purposes." Comm. Law § 13-101(d).

An individual who purchases a property that is subject to a homeowner, condominium or townhome association obligation is part of a consumer transaction. Not only is the individual possibly seeking an extension of credit for the purchase of their home, but they are also involved in the purchase of consumer realty. The homeowner or condominium association is considered part of the transaction and is not insulated from abiding by the CPA. *See MRA Property Management, Inc. v. Armstrong*, 426 Md. 83, 108 (Md. 2012) (discussing the broad scope of the CPA as it relates to condominium associations). It was the intent of the legislature to broadly interpret the scope of the CPA and this is further emphasized in Comm. Law § 13-102(a), which states that consumer protection is important as it relates to concerns with the sales of real property and extensions of credit. Based on case law precedent and statutory direction,

homeowner, condominium and townhome associations cannot enforce any kind of confessed judgments for payment of association obligations.

UPON CONSIDERATION of the foregoing, it is this 1st day of November, 2016, by the District Court of Maryland for Montgomery County hereby

**ORDERED** that Plaintiff's Request be **DENIED**.

Eugene Wolfe  
Judge  
District Court of Maryland for Montgomery County

cc:

Kary B. Lawrence, Esq.  
Andrews & Lawrence Professional Services, LLC  
9639 Doctor Perry Road, Ste. 208 South  
Ijamsville, MD 21754  
*Attorney for Plaintiff*

Maria Santizo & Luis A. Santizo  
1814 Bronzagate Blvd.  
Silver Spring, MD 20904  
*Pro Se Defendant*

ENT 6-29-17 D

15079-16

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

Council of Unit Owners of  
Stonehenge Condominium, Inc.,

Appellant/Plaintiff

v.

Maria Santizo,

Appellee/Defendant

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Case No. 9558D

OPINION AND ORDER

This case came before this Court for a District Court Appeal on May 3, 2017. Upon consideration of Appellant/Plaintiff's Memorandum of Law, (D.E. # 4) and arguments by counsel at the May 3, 2017, proceeding, the Court renders the following opinion and order pursuant to Maryland Rule 7-113(h).

Questions Presented

- I. Did the District Court err by denying judgment and dismissing Appellant/Plaintiff's complaint for confessed judgment?
- II. Did the District Court err by concluding that the homeowners association fees are primarily for personal, household, family, or agricultural purposes?
- III. Did the District Court err by concluding that the use of a promissory note concerning such fees is subject to the Maryland Consumer Protection Act and that the Maryland Consumer Protection Act forbids confessed judgment clauses in such promissory notes?

88 JUN 20 10 11 AM '17  
80 45 AM 67 400 AM '17

**ENTERED**

JUN 22 2017

Clerk of the Circuit Court  
Montgomery County, Md.



Case No. 9558D

Factual and Procedural Background

On October 19, 2016, the Appellant/Plaintiff filed for the collection of homeowner association fees via a complaint for a confessed judgment against the Appellee/Defendant, Maria Santizo, in the principal amount of \$2,262.30, interest of \$130.10 and attorney's fees of \$478.48. The parties entered into a promissory note (herein after Santizo Note) and mortgage on May 3, 2016, which detailed that the Appellee/Defendant would pay homeowner association fees that were owed to the Appellant/Plaintiff in the amount of \$1,641.00 as a conditional settlement. The Appellee/Defendant agreed that she would make a one-time payment of \$400.00 on May 15, 2016 along with payments of \$171.00 every 15th day of the month, with final payment of \$164.00 due on January 15, 2017. The note also authorized that if the Appellee/Defendant defaulted on this payment schedule, the Appellant/Plaintiff would have authorization to enter confessed judgment or a series of judgments in favor of the association.<sup>1</sup> The Santizo Note included a clause for Default that enumerated an acceleration paragraph, stating that upon default, the entire unpaid balance shall immediately become due and payable in full, plus the amount which was conditionally forgiven upon the successful completion of the within payment plan.<sup>2</sup>

Unlike the usual array of waivers frequently found in promissory notes, here, the Santizo Note includes two waivers of rights clauses that contradict the non-waiver clause. The Confession of Judgment clause "D" directly precedes clause "E", a Non-Waiver of Legal Defenses, stating Ms. Santizo does not hereby waive any legal defenses to any action to enforce this Agreement. However, directly following this clause is a waiver of rights under Fair Debt Collection Practices

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<sup>1</sup> Santizo Note page 2, section D, stating that upon default, Maria Santizo hereby empowers any attorney to appear for the undersigned and confess judgment, or a series of judgments, against the undersigned in favor of Stonehedge Condominium, Inc.

<sup>2</sup> Santizo Note page 2, section C.

**ENTERED**

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Clerk of the Circuit Court  
Montgomery County, Md.

Case No. 9558D

Act, clause "F", and Waiver of Rights under Maryland Consumer Protection Act, clause "G". Each of these clauses state that Maria Santizo knowingly and voluntarily waived any and all rights under the aforementioned laws, as well as her rights to sue the Payee. The Court finds that the two statutes under which Ms. Santizo waived her rights in these two clauses were designed and executed with the intention of assisting and protecting the exact class of consumer into which Ms. Santizo falls.

Appellee/Defendant signed as endorser and expressly guaranteed payment and submitted to the authorization for confession by judgment. Following a default by the maker and an unsuccessful demand for payment upon appellee/defendant, appellant/plaintiff filed this suit. The trial court denied the complaint for confessed judgment, ruling that the Maryland Consumer Protection Act applied. This Court affirms the District Court.

Standard of Review

"The circuit court will review the case on both the law and the evidence. It will not set aside the judgment of the District Court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the District Court to judge the credibility of the witnesses." Md. Rule 7-113(f). Pursuant to Maryland Rule 7-113 this appeal was on the record.

Pursuant to Md. Rule 2-611(d), a court must open, modify, or vacate a confessed judgment "if [it] finds that there is a substantial and sufficient basis for an actual controversy as to the merits of the action..." A trial court's legal conclusions-including whether the evidentiary proffers of a defendant seeking to open, modify, or vacate a confessed judgment qualify as a meritorious defense-are reviewed under non-deferential appellate scrutiny. *Pease v. Wachovia SBA Lending, Inc.*, 416 Md. 211, 220-21, 6 A.3d 867, 872 (2010) citing *Nils, LLC v. Antezana*,

**ENTERED**

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Montgomery County, Md.

Case No. 9558D

171 Md.App. 717, 727-28, 912 A.2d 45, 51 (2006) (“On the issue of whether what is offered by a party seeking to open, modify, or vacate a confessed judgment qualifies as a meritorious defense, that is a question of law for the judge”); *Shafer Bros. v. Kite*, 43 Md.App. 601, 606, 406 A.2d 673, 676 (1979) (“The issue of what can constitute a meritorious defense, assuming that the supporting facts are believed, is a question of law”).

Although motions to vacate or strike judgments by confession must be supported by satisfactory evidence of defenses supporting the vacation of such judgments, trial judges must assure themselves that improper advantage has not been taken of the maker of the note. *Second Shift, Inc. v. Reservoir Capital Corp.*, 124 Md. App. 14, 19, 720 A.2d 1188, 1191 (1998) citing *Remsburg v. Baker*, 212 Md. 465, 129 A.2d 687 (1957).

Findings of Fact and Conclusions of Law

- I. The District Court did not err by denying judgment and dismissing Appellant/Plaintiff's complaint for confessed judgment.

A taking of property results when attachment and execution of property are permitted immediately upon the filing of the action. Even if there is no attachment or execution, the judgment immediately becomes a lien upon real estate which, however temporary, is itself a denial because it interferes with the use and enjoyment of the property. *Billingsley v. Lincoln Nat. Bank*, 271 Md. 683, 687-88, 320 A.2d 34, 36-37 (1974). It is maintained when this deprivation occurs before the debtor even has been served, let alone afforded an opportunity to be heard, the deprivation assumes unconstitutional dimensions. *Id.*

Judgment by confession may be entered by the circuit court clerk upon the filing of a complaint accompanied by the original or a copy of the instrument authorizing the confessed judgment and an affidavit specifying the amount due and stating the address of the defendant. Md.

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Montgomery County, Md.

Case No. 9558D

Rule 2-611a. Upon entry of judgment by confession, the clerk is required to notify the defendant of the entry and the deadline for filing a motion to "open, modify, or vacate" the judgment. Md. Rule 2-611b. Thereafter, the court must determine whether the defendant has a potentially meritorious defense to the confessed judgment complaint. If the court does find so, it must order the confessed judgment be opened, modified, or vacated so that the defendant can file a responsive pleading to the complaint and merits can be determined. Md. Rule 2-611d.

A defendant can challenge a confessed judgment by requesting her day in court after the judgment has already been entered against her. The District Court here refused to enter judgment, and dismissed Appellant/Plaintiff's complaint for confessed judgment, largely in part due to the contradictory waivers.

- II. The District Court did not err by concluding that the homeowner's association fees are primarily for personal, household, family, or agricultural purposes.

Confessed judgments are instruments by which debtors are agreeing to "an entry of judgment against them without the benefit of a trial in the event of default. . . " *Schlossberg v. Citizens Bank of Maryland*, 341 Md. 650, 652 (Md. 1996). However, Maryland courts have affirmatively held that confessed judgments are not favored. *Sager v. Housing Com'n of Anne Arundel County*, 855 F. Supp. 2d 524, 553-54. (D. Md. 20112) (citing *Gambo v. Bank of Md.*, 102 Md. App. 166, 185 (1994)). Specifically, under Maryland's Commercial Law, the use of confessed judgments for certain commercial transactions is prohibited, hence, a party seeking to enter a confessed judgment with the court must confirm, through affidavit, that the action does not arise from certain consumer loan or transactions. See Md. Rule 3-611. Under Md. Ann., Comm. Law § 13-301(12), better known as the Consumer Protection Act ("C.P.A."), the use of confessed judgment clauses in consumer transactions is considered an unfair or deceptive trade practice. Those

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Montgomery County, Md.

Case No. 9558D

protected under the C.P.A. are defined as “actual or prospective purchaser, lessee, or recipient of consumer goods, consumer services, consumer realty, or consumer credit.” Md. Ann., Comm. Law § 13-101(c). More specifically, C.P.A. goes on to define consumer credit, debts, goods, realty and services, collectively, as “credit, debts or obligations, goods, real property, and services which are primarily for personal, household, family, or agricultural purposes.” Comm. Law § 13-101(d).

An individual who purchases property that is subject to a homeowner, condominium or townhome association obligation is part of a consumer transaction. Not only is the individual possibly seeking an extension of credit for the purchase of their home, but they are also involved in the purchase of consumer realty. The homeowner or condominium association is considered part of the transaction and is not insulated from abiding by the C.P.A. See *MRA Property Management, Inc. v. Armstrong*, 426 Md. 83, 108 (Md. 2012) (discussing the broad scope of the C.P.A. as it relates to condominium associations). It was the intent of the legislature to broadly interpret the scope of the C.P.A. This is further emphasized in Comm. Law § 13-102(a), which states that consumer protection is important as it relates to concerns with the sales of real property and extensions of credit. Based on case law precedent and statutory direction, homeowner, condominium and townhome associations cannot enforce any kind of confessed judgments for payment of association obligations.

Here, clause "H" of the Santizo Note requires that the promisor certify under penalty of perjury that it is not a consumer debt. This Court finds that no basis exists for this claim other than Appellant/Plaintiff's argument that Appellee/Defendant offered another address, which Appellee/Defendant argued meant it was not Appellant/Plaintiff's primary residence. This is not a

**ENTERED**

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Case No. 9558D

sufficient showing that the debtor is not a recipient of consumer goods, consumer services, consumer realty, or consumer credit.

III. The District Court did not err by concluding that the use of a promissory note concerning such fees is subject to the Maryland Consumer Protection Act and that the Maryland Consumer Protection Act forbids confessed judgment clauses in such promissory notes.

The F.D.C.P.A. defines a "debt" as the following: The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. 15 U.S.C. § 1692(a)(5).

This Court examines whether the obligation to pay a condominium assessment constitutes a "debt" under the F.D.C.P.A. Courts that have considered this question confirm that the relevant point in time for determining the character of the obligation is when the loan is made, rather than when collection efforts begin. *Haddad v. Alexander, Zelmanski, Danner & Fioritto, PLLC*, 698 F.3d 290 (6th Cir. 2012) citing *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, LLC* 214 F.3d 872, 874-75 (7th Cir.2000).

Here, sections "F" and "G" of the Santizo Note required appellee/defendant to waive any rights under the C.P.A. and the Fair Debt Act, thereby rendering the use of a confessed judgment even more troubling and unconscionable.

This Court examines whether the Appellee/Defendant was disadvantaged by negotiating with a sophisticated Condominium Incorporation. This analysis leads this Court to examine the

**ENTERED**

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Montgomery County, Md.

Case No. 9558D

definition of unconscionability under section 2-302 of the Uniform Commercial Code. The Supreme Court defined unconscionability as a bargain that "no man in his senses and not under delusion would make on the one hand, and, no honest and fair man would accept on the other." *Hume v. United States*, 132 U.S. 406, 411 (1889) (quoting *Earl of Chesterfield v. Janssen*, 28 Eng. Rep. 82, 100 (Ch. 1750)). One of the most frequently encountered formulations of unconscionability comes from the opinion in the landmark case of *Williams v. Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir. 1965), in which the court described unconscionability as "an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party." *Id.* at 449. The significant purpose of the defense of unconscionability is the intention to protect disadvantaged laymen from the bargaining power of sophisticated traders. Because this contract was not executed between merchants, the Court must focus on the characteristics of the parties, the details of the transaction, and the type of unconscionability that may have existed.

The parties here were a corporation and presumably a lay person. The Defendant is clearly not a corporation. The Appellant/Plaintiff, a corporation dealing as a business selling and maintaining condos, is well-versed in the execution and participation of contracts. Ms. Santizo, however, is presumably a lay person entering into an agreement in a disadvantaged position based on a lack of understanding of contractual terminology and of her rights. The idea of a party being incapable of representing her interests bears on the issue of knowing consent. The corporation, having substantial business knowledge and extensive contracting experience, can appreciate the meaning of the words and clauses in a contract. The same likely cannot be said of Ms. Santizo. A difference in ability to thoroughly read and understand a contract leads to the possibility of unfair

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Montgomery County, Md.


Case No. 9558D

surprise and oppression. Here, Ms. Santizo was quite likely unaware that by signing this promissory note she waived her rights due to the contradictory clauses under two protective statutes: the Consumer Protection Act and the Fair Debt Act.

As discussed earlier in this Opinion, the Confession of Judgment clause "D" directly precedes clause "E", a Non-Waiver of Legal Defenses, stating Ms. Santizo does not hereby waive any legal defenses to any action to enforce this Agreement. However, directly following this clause is a waiver of rights under Fair Debt Collection Practices Act, clause "F" and Waiver of Rights Under Maryland Consumer Protection Act, clause "G". The Court finds that clause "E" negates clauses "F" and "G". Additionally, the Court finds that the two statutes under which Ms. Santizo waived her rights in these two clauses were designed and executed with the intention of assisting and protecting the exact class of consumer into which Ms. Santizo falls.

For the foregoing reasons, it is this 20<sup>th</sup> day of June, 2017, by the Circuit Court for Montgomery County, Maryland, hereby

**ORDERED**, that the District Court's denial of Appellant/Plaintiff's complaint for confessed judgment shall be, and hereby is, **AFFIRMED**.

  
Karla N. Smith, JUDGE 676  
Circuit Court for Montgomery County,  
Maryland

**ENTERED**

JUN 22 2017  
Clerk of the Circuit Court  
Montgomery County, Md.



E-FILED  
Charles District Court  
7/3/2017 1:40:10 PM



DISTRICT COURT OF MARYLAND FOR Charles County

Located at 11 Washington Avenue, La Plata, Maryland 20646

Case No. D-042-CV-17-000396

Council of Unit Owners of Stonehedge Condominium, Inc.  
Plaintiff/Judgment Creditor  
9639 Doctor Perry Road, Suite 208 South  
Address  
Ijamsville, Maryland 21754  
City, State, Zip

(1) Maria Santizo  
Defendant/Judgment Debtor  
1814 Bronzegate Blvd.  
Address  
Silver Spring, Maryland 20904  
City, State, Zip  
vs.  
(2) Luis A. Santizo  
Defendant/Judgment Debtor  
1814 Bronzegate Blvd.  
Address  
Silver Spring, Maryland 20904  
City, State, Zip

- Serve by Sheriff
- Clerk to mail
- Return to Plaintiff to serve

COMPLAINT FOR JUDGMENT BY CONFESSION  
(Md. Rule 3-611)

Please enter a confessed judgment in the above captioned matter.

*[Signature]*  
Plaintiff/Agent/Attorney  
Kary B. Lawrence, Andrews & Lawrence Prof. Svcs., LLC  
Printed Name  
9639 Doctor Perry Road, Suite 208 South  
Address  
Ijamsville, Maryland 21754  
City, State, Zip  
(301) 874-0255 (301) 874-2229  
Telephone Number Fax  
info@andrewslawgroupllc.com  
E-mail

Attorney for Defendant Date  
Printed Name  
Address  
City, State, Zip  
Telephone Number Fax  
E-mail

AFFIDAVIT FOR JUDGMENT BY CONFESSION

1. I, Kary B. Lawrence, am competent to testify.  
(Name of Affiant)

2. I am:  
 the plaintiff in this action.  
OR  
 Attorney for Plaintiff  
(If the Affiant is not the plaintiff, state the Affiant's relationship to the action.)

3. The original or a copy of the written instrument authorizing the confession of judgment against the Defendant is attached to the complaint.

4. The amount due and owing under the instrument is:  
Principal \$ 3,703.30  
Interest \$ 474.43  
Attorneys' Fees \$ 835.54  
Total: \$ 5,013.27

5. The amount shown as the "Total" in Paragraph 4 is:  
 the face amount of the instrument.  
OR  
 computed as follows:  
See "Attachment to Complaint for Judgment by Confession (MD Rule 3-611)"

The Defendant has defaulted on the Promissory Note.  
(State the dates and amounts of all payments made and show the computation of all interest and attorneys' fees claimed.)

6. The address of the Defendant is  as shown above or  unknown, and the following efforts to locate the Defendant have been made:  
State specific details of the efforts made, including by whom and when the efforts were made

7. The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311 (b).

8. The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §13-301.

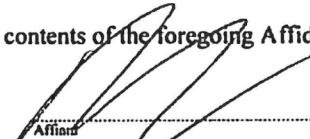
9. The instrument is not subject to the Maryland Retail Installment Sales Act as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-607.

*[Signature]*  
Plaintiff/Judgment Creditor/Attorney Date

Defendant/Judgment Debtor/Attorney Date

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true to the best of my knowledge, information, and belief.

6/24/17  
Date

Affiant:   
 Printed Name: Kary B. Lawrence  
 Address: 9639 Doctor Perry Road, Suite 208 South  
ljamsville, Maryland 21754  
 City, State, Zip: (301) 874-0255 (301) 874-2229  
 Telephone Number: info@andrewslawgroupllc.com Fax  
 E-mail: F-mail

**MILITARY SERVICE AFFIDAVIT**

- Defendant(s) \_\_\_\_\_ is/are in the military service. Name
- No Defendant is in the military service. The facts supporting this statement are: Military status of Defendant(s) was obtained from a search of DOD Manpower Data Center Military Status Report.
- I am unable to determine whether or not any Defendant is in military service.

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

Date: 6/24/17 Affiant: 

**NOTICE TO CLERK TO ENTER JUDGMENT**

After review of the complaint, filed by \_\_\_\_\_ on \_\_\_\_\_, and the requirements of Maryland Rule 3-611(a), the Court directs the clerk to:

- Enter a Judgment as specified in the above affidavit.
- The Court dismisses the complaint for failure to demonstrate a factual and legal basis for Plaintiff's entitlement to confess judgment.

Date: 07/05/2017 Judge: Kenneth Talley ID Number: 9x9

**NOTICE TO DEFENDANT OF ENTRY OF CONFESSED JUDGMENT**

You are notified that a Confessed Judgment was entered against you on \_\_\_\_\_ for the principal amount of \$ 3,703.30 plus interest of \$ 474.43, attorney's fees of \$ 835.54, and costs of \$ \_\_\_\_\_. You may file a motion to open, modify, or vacate the judgment within thirty (30) days after service of this Notice, stating the legal and factual basis for your defense to the claim. If the Court finds that there is a substantial and sufficient basis for an actual controversy as to the merits of the action, the Court shall order the Judgment by Confession opened, modified, or vacated and permit the Defendant to file a responsive pleading.

Date: \_\_\_\_\_ Clerk: \_\_\_\_\_

**Attachment to Complaint for Judgment by Confession (Md. Rule 3-611)**

**5. The amount shown as the "Total" in Paragraph 4 is computed as follows:**

The agreed upon amount of \$1,641.00 less \$740.00 in payments received plus \$129.30 for the revoked waiver (per the agreement) plus \$30.00 in per payment collection costs (included in plan payments) plus \$2,278.00 for assessments owed from May 2016 through June 2017 (per the agreement) plus late fees of \$180.00 for non-payment of July 2016 through June 2017 assessments (per the agreement) plus \$185.00 in collection costs (collection cost for processing payment with insufficient funds and notice of payment plan default and demand for payment letter) due subsequent to the execution of the promissory note (per the agreement) plus \$474.43 in pre-judgment interest (accrued from April 2016 through June 2017, per the agreement) plus attorney's fees of \$835.54 (20% of the final balance after default).

**Confessed Judgment - Statement of Account**

ASSOCIATION: Council of Unit Owners of Stonehedge Condominium, Inc.									
OWNER'S NAME: Maria Santizo & Luis A. Santizo									
PROPERTY ADDRESS: 1814 Bronzegate Blvd., Silver Spring, Maryland 20904									
MAILING ADDRESS:									
Month - Year	Assess- ments	Late Fees	Contract Interest	Misc. Fees	Postage/ FF/PPS	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
									0.00
Jan-14	155.00		0.00						155.00
Feb-14	155.00		2.32						312.32
2-6-14	rxed by mgmt		0.00				#137L	155.00	157.32
Mar-14	155.00		2.35						314.67
3-13-14	rxed by mgmt		0.00				#608010	155.00	159.67
Apr-14	155.00		2.39						317.06
4-1-14	rxed by mgmt		0.00				#5444274	155.00	162.06
May-14	159.00		2.43						323.49
5-8-14	rxed by mgmt		0.00				#5573962	155.00	168.49
Jun-14	159.00		2.52						330.01
6-13-14	rxed by mgmt		0.00				#5685481	155.00	175.01
Jul-14	159.00		2.62						336.63
7-1-14	rxed by mgmt		0.00				#5755237	170.00	166.63
Aug-14	159.00		2.49						328.12
8-1-14	rxed by mgmt		0.00				#5865571	170.00	158.12
Sep-14	159.00		2.37						319.49
9-2-14	rxed by mgmt		0.00				#5960527	170.00	149.49
Oct-14	159.00		2.24						310.73
10-1-14	rxed by mgmt		0.00				#6061907	170.00	140.73
Nov-14	159.00		2.11						301.84
11-3-14	rxed by mgmt		0.00				#6172706	170.00	131.84
Dec-14	159.00		1.97						292.81
12-1-14	rxed by mgmt		0.00				#6258094	170.00	122.81
Jan-15	159.00		1.84						283.65
1-2-15	rxed by mgmt		0.00				#6365787	170.00	113.65
Feb-15	159.00		1.70						274.35
2-2-15	rxed by mgmt		0.00				#6496463	170.00	104.35
Mar-15	159.00		1.56						264.91
3-2-15	rxed by mgmt		0.00				#6600544	170.00	94.91
Apr-15	159.00	15.00	1.42						270.33
May-15	159.00	15.00	3.80	40.00			certified noi		488.13
5-27-15	rxed by mgmt		0.00				#6908080	170.00	318.13
Jun-15	159.00		4.77						481.90
Jul-15	159.00		7.15						648.05
		-30.00	0.00				waiver per mgmt		618.05
7-15-15	rxed by mgmt		0.00				#7113419	170.00	448.05
Aug-15	159.00		6.54						613.59
8-14-15	rxed by mgmt		0.00				#7214807	170.00	443.59
Sep-15	159.00		6.47	40.00			certified noi		649.06
9-11-15	rxed by mgmt		0.00				#7309504	170.00	479.06
9-24-15	rxed by mgmt		0.00				nsf	-170.00	649.06
Oct-15	159.00		8.86						816.92
10-15-15	rxed by mgmt		0.00				#7435938	170.00	646.92
Nov-15	159.00		9.52						815.44

**Confessed Judgment - Statement of Account**

Month - Year	Assess-ments	Late Fees	Contract Interest	Misc. Fees	Postage/ FF/PPS	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
11-13-15	rxed by mgmt		0.00				#7537135	170.00	645.44
Dec-15	159.00		9.50						813.94
12-15-15	rxed by mgmt		0.00				#7646213	170.00	643.94
Jan-16	159.00	15.00	9.48	135.00			posting noi		962.42
1-4-16	rxed by mgmt		0.00				#7703903	170.00	792.42
1-11-16	rxed by mgmt		0.00				nsf	-170.00	962.42
Feb-16	159.00		11.86	340.00			lien fee		1,473.28
	accel 318.00		0.00				<i>Mar'16 - Apr'16 accelerated assessments</i>		1,791.28
2-1-16	rxed by mgmt		0.00				#7841027	170.00	1,621.28
Mar-16			19.02			280.00	lnl.setup,ov		1,920.30
3-1-16	rxed by mgmt		0.00				#7953434	170.00	1,750.30
Apr-16						150.00	swl		1,900.30
4-1-16	rxed by mgmt						#8072223	170.00	1,730.30
						40.00	<b>p-note &amp; mort waiver kmt</b>		1,770.30
			-129.30						1,641.00
May-16	162.00								1,803.00
5-2-16	rxed by mgmt						#8229104	170.00	1,633.00
5-18-16						15.00	#142	400.00	1,248.00
Jun-16	162.00								1,410.00
6-1-16	rxed by mgmt						#8330891	170.00	1,240.00
Jul-16	162.00	15.00							1,417.00
7-25-16						15.00	#143	1,300.00	132.00
						35.00	nsf	-1,300.00	1,467.00
Aug-16	162.00	15.00							1,644.00
Sep-16	162.00	15.00				150.00	default ltr		1,971.00
Oct-16	162.00	15.00							2,148.00
Nov-16	162.00	15.00							2,325.00
Dec-16	162.00	15.00							2,502.00
Jan-17	162.00	15.00							2,679.00
Feb-17	162.00	15.00							2,856.00
Mar-17	162.00	15.00							3,033.00
Apr-17	162.00	15.00							3,210.00
May-17	167.00	15.00							3,392.00
Jun-17	167.00	15.00							3,574.00
							waiver revoked		3,703.30
			129.30				<b>confessed judgment</b>		3,703.30
							pre-judgment interest (Apr'16-Jun'17)		4,177.73
			474.43			835.54	attorney's fees		5,013.27

Parcel I.D. # 05-02271286

Legal Description: Unit: 177 Phase: 5-A Bldg.: 31 Plat Ref: 29/3016

PROMISSORY NOTE AND MORTGAGE

\$ 1,641.00 (Conditional settlement on actual debt of \$1,770.30. Performance of this agreement is a condition precedent to this reduced settlement amount.)

This Promissory Note and Mortgage made this 3<sup>rd</sup> day of May, 2016, by me, Maria Santizo and Luis A. Santizo, (the "PROMISORS" and "MORTGAGOR") in favor of Stonehedge Condominium, Inc., (the "PAYEE" and "MORTGAGEE").

WITNESSETH:

A. Promise to Pay:

For value received and delinquent homeowners association assessments on the unit at 1614 Bronzegate Blvd., Silver Spring, MD 20904 (the "Subject Property") accrued through April 2016, the undersigned, Maria Santizo and Luis A. Santizo, (the PROMISORS), promise(s) to pay to the order of STONEHEDGE CONDOMINIUM, INC., the sum of ONE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$1,641.00), by NINE (9) payments payable as follows:

Due on May 15, 2016 is a payment of \$400.00. Beginning on June 15, 2016, and on or before the 15<sup>th</sup> day of each month thereafter, a payment in the amount of \$171.00 shall be due. The final payment, due January 15, 2017, shall be in the amount of \$164.00.

These payments do not include assessments that come due during the life of this agreement. Those must be paid separately when due to avoid default of this payment plan. However, upon default of this agreement, all assessments, and any late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement that have not been paid shall be added to the principal amount due under this agreement. Additionally, upon default, any reasonable collection costs and attorney's fees incurred by the PAYEE to enforce prior judgments held against the PROMISORS shall be added to the principal amount due under this agreement.

These installments do not include any fee charged by an electronic payment provider, which must be paid by the PROMISORS in addition to these payments.

B. Terms:

All payments must be postmarked not later than three days before the due date, or actually received by the offices of Andrews & Lawrence Professional Services, LLC on or before the due date. Upon the return of any check unpaid, all payments shall be made by certified check, cashier's check, or money order. All payments shall be made payable to STONEHEDGE CONDOMINIUM, INC., and delivered to Andrews & Lawrence Professional Services, LLC, 9639 Doctor Perry Road, Suite 208 South, Jhamesville, MD 21754, or other such entity or address as the Association may from time to time notify you of, in accordance with the above promise to pay and terms. All notices to PAYEE required collection costs and attorney's fees incurred Andrews & Lawrence Professional Services, LLC or such other

entirely as the PAYEE may appoint. The PROMISORS further agree to notify PAYEE of any change in address. PROMISORS may make payments in addition to the payments required under this Agreement, without penalty. Such additional payments will not change the payment schedule or the payment amount (except potentially the final payment), but may shorten the term of the note. As full and adequate consideration, and acknowledged to be so by PROMISORS, PAYEE agrees to suspend collection action against PROMISORS for any amounts included in this Agreement, until such time as PROMISORS are in default of this Agreement.

If PROMISORS desire to pay one or more payments required hereunder before their due dates, PROMISORS agree to notify PAYEE of the payments being made, by identifying in writing the payment amount and due date that is being prepaid.

If payments are made through an Electronic Payment Provider (EPP), such as PayPal or Credit Card, PROMISORS agree to pay any fee charged by the EPP to the PAYEE, in addition to the payments set out in Part A of this Agreement, unless such is prohibited by law. The PAYEE reserves the right to refuse to accept any EPP payments at PAYEE's discretion.

C. **Default:**

Upon default of any payment installment in full, or upon default of any assessment payment coming due subsequent to the execution of this agreement, the entire unpaid balance shall immediately become due and payable in full, plus the amount of \$129.30 which was conditionally forgiven upon the successful completion of the within payment plan. Additionally, all assessments, late fees, interest, collection costs and attorney's fees that have come due subsequent to the execution of this agreement shall be due and payable in full, and may be enforced by confession of judgment of this promissory note. In the event of default, the Association reserves the right to exercise all remedies available at law and equity, including, but not limited to, foreclosing its mortgage, enforcing any judgment against the PROMISORS and/or filing suit in any court of law to recover the entire balance due. This Promissory Note and Mortgage shall not be construed to limit in any way the right of the Association to exercise any or all available remedies in the event of default.

D. **Confession of Judgment:**

Upon default, the undersigned, MARIA SANTIZO AND LUIS A. SANTIZO, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of STONEHEDGE CONDOMINIUM, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

E. **Non-Waiver of Legal Defenses**

I, MARIA SANTIZO AND LUIS A. SANTIZO, do not waive any legal defenses to any action to enforce this Agreement.

F. **Waiver of Rights Under Fair Debt Collection Practices Act**

I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby knowingly and voluntarily agree, to the extent permitted by law, to waive any and all of my rights under the Fair Debt Collection Practices Act, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. I further waive my rights to sue the PAYEE, its attorneys and agents, for any conduct alleged to be a violation of the Fair Debt Collection Practices Act with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. As stated above, however, I do not waive any rights to defend any action to enforce this Agreement against me. (Strike this paragraph out if no waiver of rights is agreed to.)

**G. Waiver of Rights Under Maryland Consumer Protection Laws**

I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby knowingly and voluntarily agree, to the extent permitted by law, to waive any and all of my rights under the Maryland Consumer Debt Collection Act and the Maryland Consumer Protection Act, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. I further waive my rights to sue the PAYEE, its attorneys and agents, for any conduct alleged to be a violation of the Maryland Consumer Debt Collection Act or the Maryland Consumer Protection Act, or both, with respect to the enforcement of this Agreement and/or the collection of any amounts due or alleged to be due under this Agreement. As stated above, however, I do not waive any rights to defend any action to enforce this Agreement against me. (Strike this paragraph out if no waiver of rights is agreed to.)

**H. Type of Debt**

The PROMISORS certify under penalty of perjury that the debt concerned herein was not incurred for personal, family or household purposes. (Strike this paragraph out if debt was incurred for personal, family or household purposes.)

**I. Mortgage**

In consideration of the sum of ONE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$1,641.00), now due and owing from me, MARIA SANTIZO AND LUIS A. SANTIZO, to STONEHEDGE CONDOMINIUM, INC., (the "Association") for homeowners association assessments, and associated late fees and costs of collection authorized by the Declaration of Covenants of said Association and Maryland law, I, MARIA SANTIZO AND LUIS A. SANTIZO, do grant unto the Association all that land in Montgomery County, Maryland with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described as: 1814 Bronzegate Blvd., Silver Spring, MD 20904, (the "Mortgaged Property"); provided that if I comply with the terms and promise to pay recited in "A" and "B", above, or pay the total debt due at an earlier date, the Association shall release this mortgage within thirty days upon my written request to do so.

I, MARIA SANTIZO AND LUIS A. SANTIZO, further covenant and agree that:

1. In the event that I transfer ownership (either legal or equitable) or create any security interest in the mortgaged property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt immediately due and payable.

2. I covenant and warrant to Mortgagee that I am indefeasibly seized of said land in fee simple, and that I have lawful authority to mortgage said land.



3. Should any default occur, as defined in "C" above, the Association is hereby empowered to sell the mortgaged property pursuant to Maryland law, such that the proceeds of any such sale, less the amount due and owing to the Association at the time of such sale, plus all costs of conducting the sale, including attorney's fees, publication costs, court fees, etc., and a one percent trustee's commission, shall be transferred to me.

In furtherance thereof, I, MARIA SANTIZO AND LUIS A. SANTIZO, hereby give power of sale to Torin K. Andrews, Esq., or his assigns, and further, I assent to the passing of a decree for the sale of the mortgaged property, and I authorize Torin K. Andrews, Esq., or his assigns, to declare my assent to the passing of a decree for the sale of the mortgaged property.

J. **Parties Under Advice of Counsel**

Both parties certify under penalty of perjury that they have sought and received advice from an attorney at law concerning this Agreement, prior to executing the Agreement. (Either Party may strike this paragraph out if no legal advice was obtained by the Party.)

K. **Severability**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Agreement which can be given effect without the invalid provision or application, and for this purpose the provisions of this Agreement are declared severable.

L. **Required Information**

The PROMISORS hereby certify, under penalties of perjury that the following information is true and correct:

María Santizo:

Social Security Number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Place of employment: \_\_\_\_\_

Address of employment: \_\_\_\_\_

Telephone: \_\_\_\_\_

Residence address: \_\_\_\_\_

Bank: \_\_\_\_\_

Luis A. Santizo:

Social Security Number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Place of employment: \_\_\_\_\_

Address of employment: \_\_\_\_\_

Telephone: \_\_\_\_\_

Residence address: \_\_\_\_\_

Bank: \_\_\_\_\_

EXECUTED UNDER SEAL this 3<sup>rd</sup> day of May, 2016.

*María Santizo* (SEAL)  
María Santizo

STATE OF MARYLAND

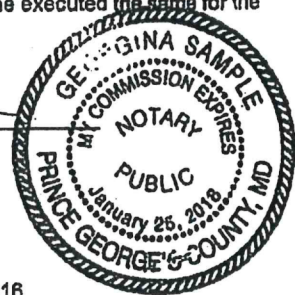
COUNTY OF Prince George's

On this 3<sup>rd</sup> day of May, 2016, before me, the undersigned officer, personally appeared María Santizo, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

*Georgina Sample*  
Notary Public

My commission expires January 25, 2018



EXECUTED UNDER SEAL this 3<sup>rd</sup> day of May, 2016.

*Luis A. Santizo* (SEAL)  
Luis A. Santizo

STATE OF MARYLAND

COUNTY OF Prince George's

On this 3<sup>rd</sup> day of May, 2016, before me, the undersigned officer, personally appeared Luis A. Santizo, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

*Georgina Sample*  
Notary Public

My commission expires January 25, 2018



Andrews & Lawrence Professional Services, LLC

**PAYMENT PLAN VALID THROUGH 1/15/17 UNLESS DEFAULT OCCURS**

<b>ASSOCIATION: Stonehedge Condominium, Inc.</b>									
<b>OWNER'S NAME: Maria Santizo &amp; Luis A. Santizo</b>									
<b>PROPERTY ADDRESS: 1814 Bronzegate Blvd., Silver Spring, Maryland 20904</b>									
<b>MAILING ADDRESS:</b>									
Month - Year	Assessments	Late Fees	Contract Interest	Misc. Fees	Postage/ FF/PPS	Collect. Costs	Description/ Notes	Payments/ Credits	Balance
									1,841.00
May-16						15.00	Due the 15th.	400.00	1,266.00
Jun-16						15.00	Due the 15th.	171.00	1,100.00
Jul-16						15.00	Due the 15th.	171.00	944.00
Aug-16						15.00	Due the 15th.	171.00	788.00
Sep-16						15.00	Due the 15th.	171.00	632.00
Oct-16						15.00	Due the 15th.	171.00	476.00
Nov-16						15.00	Due the 15th.	171.00	320.00
Dec-16						15.00	Due the 15th.	171.00	164.00
Jan-17							Final payment due January 15, 2017	164.00	0.00
Payment plan valid through January 15, 2017, unless default occurs									
Plan payments DO NOT include assessments coming due after April 2016									

See reverse for important notice of rights and legend of abbreviations

EDSON G. OSINAGA, \* **IN THE**  
9777 Hellingly Place Unit 8  
Gaithersburg, MD 20886 \*

and \* **CIRCUIT UNITED STATES DISTRICT**  
**COURT**  
**FOR THE DISTRICT OF MARYLAND**  
(Greenbelt Division)

CUMANDA CISNEROS, \*  
917 Grandin Avenue  
Rockville :  
and :

MARIA SANTIZO :  
1814 Bronzegate Blvd. :  
Silver Spring, Maryland 20851 \* MONTGOMERY COUNTY, MD  
20904 :

On Their Own Behalf and on Behalf \*  
of All Others Similarly Situated :

\* Case No.  
: Civil Action No. 8:17-cv-03750-PWG

Plaintiffs, \_\_\_\_\_ :

v. \* :

WHITEFORD, TAYLOR & \*  
PRESTON, L.L.P.,  
Seven Saint Paul Street, Suite 1900 \*  
Baltimore, MD 21202  
Serve on: \*  
Resagent, Inc.  
Seven Saint Paul Street \*  
Suite 1900  
Baltimore, MD 21202 \*

and \_\_\_\_\_ \*

ANDREWS & LAWRENCE \*  
LAW GROUP PROFESSIONAL SERVICES, LLC \_\_\_\_\_ :  
: JURY TRIAL DEMANDED

and \_\_\_\_\_ :

TORIN K. ANDREWS :  
9639 Dr. Perry Road \* Rd. :  
Suite 208 South \_\_\_\_\_ :

Ijamsville, ~~Maryland~~ MD 21754 \* \_\_\_\_\_ :

Serve on: \_\_\_\_\_

~~Torin K. Andrews~~ \* \_\_\_\_\_

\_\_\_\_\_ :

and \_\_\_\_\_ :

\_\_\_\_\_ :

~~KARY B. LAWRENCE~~ \_\_\_\_\_ :

9639 Dr. Perry ~~Road~~ \_\_\_\_\_ Rd. \_\_\_\_\_ :

Suite 208 South \_\_\_\_\_ \* \_\_\_\_\_ :

Ijamsville, ~~MD~~ 21754 \_\_\_\_\_ :

\_\_\_\_\_ :

and \_\_\_\_\_ :

\_\_\_\_\_ :

~~GOSHEN RUN HOMEOWNERS~~ \_\_\_\_\_ :

~~ASSOCIATION INC.~~ \_\_\_\_\_ :

c/o The Management Group \_\_\_\_\_ :

Associates, Inc. \_\_\_\_\_ :

Ste 100 \_\_\_\_\_ :

20440 Century Blvd. \_\_\_\_\_ :

Germantown, Maryland 20874 \_\_\_\_\_ :

Serve on: ~~Jeff Gatlin~~ \_\_\_\_\_ :

\_\_\_\_\_ c/o The Management \_\_\_\_\_ :

\_\_\_\_\_ Group Associates, Inc. \_\_\_\_\_ :

\_\_\_\_\_ Ste 100 \_\_\_\_\_ :

\_\_\_\_\_ 20440 Century Blvd. \_\_\_\_\_ :

\_\_\_\_\_ Germantown, Maryland 21754 \_\_\_\_\_ :

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

~~ANDREWS & LAWRENCE~~ \_\_\_\_\_

~~PROFESSIONAL SERVICES,~~ \* \_\_\_\_\_

~~LLC,~~ \_\_\_\_\_

9639 Dr Perry Road \_\_\_\_\_ \*

Suite 208 South \_\_\_\_\_

Ijamsville \_\_\_\_\_ 20874 \_\_\_\_\_ :

\_\_\_\_\_ :

and \_\_\_\_\_ :

\_\_\_\_\_ :

~~COUNCIL OF UNIT OWNERS OF~~ \_\_\_\_\_ :

~~STONEHEDGE CONDOMINIUM INC.~~ \_\_\_\_\_ :

c/o The Management Group \_\_\_\_\_ :

Associates, Inc. \_\_\_\_\_ :

Ste 100 \_\_\_\_\_ :

20440 Century Blvd. \_\_\_\_\_ :

Germantown, Maryland 21754 \_\_\_\_\_ \*20874 \_\_\_\_\_ :

Serve on: \_\_\_\_\_ Jeff Gatlin \_\_\_\_\_ :

~~Torin K. Andrews~~

9639 Dr Perry Road \_\_\_\_\_ \*

Suite 208 South \_\_\_\_\_

Hjamsville c/o The Management :  
Group Associates, Inc. :  
Ste 100 :  
20440 Century Blvd. :  
Germantown, Maryland 21754 \* \_\_\_\_\_ :

and \_\_\_\_\_ \*

ANDREWS & LAWRENCE \_\_\_\_\_ \*  
PROF. SVCS., LLC, \_\_\_\_\_  
9639 Dr Perry Road \_\_\_\_\_ \*  
Suite 208 South \_\_\_\_\_  
Hjamsville, Maryland 21754 \_\_\_\_\_ \*  
Serve on:  
Torin K. Andrews \_\_\_\_\_ \*  
9639 Dr Perry Road  
Suite 208 South \_\_\_\_\_ \*  
Hjamsville, Maryland 21754 \_\_\_\_\_

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

and \_\_\_\_\_

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

ANDREWS & LAWRENCE, LLC, \_\_\_\_\_  
9639 Dr Perry Road \_\_\_\_\_ \*  
Suite 208 South \_\_\_\_\_  
Hjamsville, Maryland 21754 \_\_\_\_\_ \*  
Serve on:  
Torin K. Andrews \_\_\_\_\_ \*  
9639 Dr Perry Road \_\_\_\_\_  
Suite 208 South \_\_\_\_\_ \*  
Hjamsville, Maryland 21754 \_\_\_\_\_

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

Defendants. \_\_\_\_\_

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

\* \* \* \* \*

\_\_\_\_\_ 20874 \_\_\_\_\_ :

**FIRST AMENDED CLASS ACTION COMPLAINT AGAINST  
THE ANDREWS & LAWRENCE DEFENDANTS AND OTHERS  
AND DEMAND FOR JURY TRIAL**

Named Plaintiffs Edson Osinaga (“Osinaga”) and Cumanda Cisneros (“Ms. Cisneros”)  
and Maria Santizo (“Ms. Santizo”), on their own behalf and on behalf of a class of similarly  
situated persons, by and through their attorneys Richard S. Gordon, Benjamin H. Carney and

Ashley A. Wetzel of GORDON, WOLF & CARNEY, CHTD., and ~~Joseph S. Maek~~Alexa E. Bertinelli of CIVIL JUSTICE INC., sue ~~Defendants Whiteford, Taylor & Preston LLP~~ (“Whiteford”) and ~~Andrews & Lawrence Law Group, LLC, Andrews & Lawrence, LLC, Andrews & Lawrence Prof. Sves., LLC, and:~~ (1) Andrews & Lawrence Professional Services, LLC (“Andrews & Lawrence”); (2) Torin K. Andrews (“Andrews”) and Kary B. Lawrence (“Lawrence”) (collectively “~~Andrews & Lawrence~~”); the “Defendant Attorneys”; and, (3) Goshen Run Homeowners Association, Inc. (“Goshen Run”) and Council of Unit Owners of Stonehedge Condominium Inc. (“Stonehedge”) (collectively “~~the Defendant Law Firms~~”; “HOAs”) and allege as follows:

## **INTRODUCTION**

1. This Amended Complaint (hereinafter “Complaint”) challenges the unconscionable and illegal debt collection practices of Andrews & Lawrence and the Defendant Law Firms, perpetrated Attorneys, on behalf of the HOAs and other Creditor Clients, who associated for the purpose of perpetrating an illegal debt collection scheme against hundreds, if not thousands, of consumers in the State of Maryland.

2. As part of their general practice, for more than a decade and continuing through the date of filing this Complaint, Andrews & Lawrence and the Defendant Law Firms Attorneys are retained by the HOAs and other Creditor Clients (including homeowner, community and condominium associations (collectively “HOAs”); association, sales finance companies and others) to act as debt collectors and contract with these entities to serve as their agents in collecting alleged outstanding consumer debts evidencing or arising from consumer transactions and/or loans. ~~The~~Over the past decade and continuing into the present, Andrews & Lawrence and the

Defendant ~~Law Firms~~Attorneys have routinely ~~place~~placed financially vulnerable Marylanders in an impossible position by requiring them to enter into promissory notes that contain a confessed judgment clause (“Confessed Judgment Promissory Note” or “Note”).

3. The Confessed Judgment Promissory Notes by their nature not only force consumers to waive all of their rights to defend against the entry of judgment as the law otherwise provides, but Andrews & Lawrence and the Defendant ~~Law Firms~~Attorneys also use them to inflate costs, pre-assessed interest and other charges, and assess unreasonable attorneys’ fees that drive up the alleged principal amount owed. The excessive ~~principals~~principal amounts require impossibly high monthly payments that inevitably lead to default and force the already vulnerable ~~homeowners~~consumers into an inescapable spiral of debt that often leads to financial ruin.

4. Although Maryland law unambiguously prohibits the use of such Confessed Judgment Promissory Notes in consumer instruments because they constitute an “unfair, abusive, or deceptive trade practice” – see ~~Md.~~Maryland Consumer Protection Act (“CPA”), Comm. ~~Law~~Art. §13-301(12) – for nearly a decade, Andrews & Lawrence and the Defendant ~~Law Firms~~Attorneys, as agents for and on behalf of the HOAs and other Creditor Clients, have routinely used the Confessed Judgment Promissory Notes to collect and extract monthly payments from the Named Plaintiffs and Class Members. ~~The Defendant Law Firms~~also~~Although the Defendants have actual knowledge that the Named Plaintiffs and the Class asserted herein are consumers, they~~ have consistently used the Confessed Judgment Promissory Notes to obtain ~~confessed judgments~~Confessed Judgments against the Plaintiffs and Class Members in Court, by falsely and inaccurately attesting to the Court “under penalty of Perjury” that ~~the~~each Confessed Judgment Promissory ~~Notes~~Note “does not evidence or arise” from a consumer loan or transaction.



5. Indeed, ~~judgments by confession~~ Confessed Judgments are not favored in Maryland, because the Maryland General Assembly and the Maryland ~~eourts~~ Courts have long recognized that the practice of including in a promissory note a provision authorizing confession of judgment lends itself far too readily to fraud and abuse.

6. Defendants' scheme to use Confessed Judgment Promissory Notes to collect alleged consumer debts is particularly egregious because Defendants are well aware that the use of their Confessed Judgment Promissory Notes is an unfair, abusive, or deceptive trade practice and violates the law. Indeed, even though several Courts have denied the entry of Confessed Judgments, Defendants persist in using the illegal instruments to collect on the alleged debts owed by Plaintiffs and the Plaintiff Class.

7. But that is not all. In furtherance of their scheme to cheat consumers, when a Court would deny Defendants' request to enter a Confessed Judgment – finding that the transaction involved a consumer debt for which Confessed Judgment Promissory Notes are prohibited – Defendants would engage in forum shopping and simply go to a neighboring jurisdiction to file an identical complaint seeking entry of the same Confessed Judgment. In such instances – ***including the circumstances of Named Plaintiff Santizo (as discussed in ¶¶121 to 153, below)*** – Defendants do not disclose or explain to the Court in the second jurisdiction that another Court in Maryland had already considered and denied the request for entry of Confessed Judgment because it involved consumer debt. Thus, Defendants violated their duty of candor to the Court and to the Plaintiff victims of their scheme. This suit seeks to end these illegal collection practices and to obtain compensation and other relief for the losses sustained by Named Plaintiffs and members of the Class.

8. In order to carry out their scheme to cheat consumers by collecting alleged debts with instruments that violate the public policy of Maryland, the Defendants formed an

unincorporated “association-in-fact” racketeering enterprise consisting of a group of separate entities that conspired among themselves, by agreement and understanding, and, over many years, engaged in the unlawful acts described herein for their own personal gain. This racketeering enterprise was intended to and did operate to the detriment of the Named Plaintiffs and the Class who were the target of Defendants’ illegal activities. In this regard the scheme was very successful because the Defendants’ scheme led directly to and resulted in significant damages, injury and loss to the Plaintiffs and Class.

9. Accordingly, Plaintiffs bring this Complaint on behalf of themselves and a Plaintiff Class of similarly situated consumers, to stop Andrews & Lawrence and the Defendant Attorneys’ illegal practices committed on behalf of the HOAs and other Creditor Clients, to obtain compensation for the Class, and to secure a declaratory judgment to ensure the illegal and unfair, abusive, or deceptive trade practice does not continue in the future.

6-10. As set forth in this Complaint, Andrews & Lawrence and the Defendant Law Firms’ Attorneys’ use of the Confessed Judgment Promissory Notes violates the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692-1692p-; the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§ 1962(a), 1962(c) and 1962(d); the Maryland Consumer Debt Collection Act (“MCDCA”), Md. Code Ann., Comm. § 14-201 *et seq.* and the Common Law.

11. Even though some Maryland Judges are refusing to approve For their part, the HOAs’ participation in the association-in-fact and Andrews & Lawrence and the Defendant Law Firms’ Attorneys’ illegal activities violates RICO, 18 U.S.C. §§ 1962(a), 1962(c) and 1962(d); the Maryland Consumer Protection Act (“CPA”), Md. Code Ann., Comm. § 13-301 *et seq.*, as well as the Common Law.

~~7.12. Finally, Plaintiffs seek equitable relief against Andrews & Lawrence, the Defendant Attorneys and the HOAs, requesting a declaration: (a) that the use of the Confessed Judgment Promissory Notes in Court—and have, in written opinions, noted violates the law; (b) that the Confessed Judgment Promissory Notes run afoul of Maryland's CPA—the Defendant Law Firms persist in using the illegal instruments to collect on the alleged debts owed, as well as the confessed judgments entered by Plaintiffs and Courts against the Plaintiff Class.—Accordingly, Plaintiffs bring this Complaint on behalf of themselves and a Class of similarly situated consumers, to stop the Defendant Law Firms', are void *ab initio* and unenforceable; and (c) to prevent them from using and enforcing the illegal practices, to obtain compensation for the Class, and to secure a declaratory judgment to ensure the illegal and unfair or deceptive practice does not continue in the future Confessed Judgment Promissory Notes they entered into with members of the Plaintiff Class.~~

### **PARTIES**

~~8. Defendant, Whiteford, Taylor & Preston LLP, is a Maryland limited liability partnership with its principal place of business in Baltimore City, Maryland. Whiteford was founded in 1933 and, according to its website, is one of the oldest and largest law firms in Maryland, employing over 160 attorneys located in a dozen offices, including Bethesda, Maryland. Whiteford is engaged in the daily business of providing legal services and debt collection services for HOAs and other creditors in Maryland.~~

~~9.13. Defendant, Andrews & Lawrence Law Group LLC, Andrews & Lawrence LLC, Andrews & Lawrence Professional Services LLC, and Andrews & Lawrence Prof. Svcs., LLC (collectively "Andrews & Lawrence"), are, LLC is a registered Maryland limited liability companies company with their/its principal place of business in Montgomery County, Maryland. Andrews & Lawrence Professional Services, LLC was founded in 1991 and 1991 and engages in~~

the daily business of providing legal services and debt collection services for HOAs and other creditors throughout Maryland.

~~10. Plaintiff Edson G. Osinaga is a resident of Maryland, residing in Montgomery County, Maryland. On or about April 24, 2014, Defendant Whiteford required Mr. Osinaga to sign a Confessed Judgment Promissory Note which Whiteford, thereafter and until the filing of this Complaint, used to collect on an alleged consumer debt owed by Mr. Osinaga.~~

14. Defendant Torin K. Andrews (“Attorney Andrews”) is the attorney who founded Andrews & Lawrence Professional Services, LLC twenty (20) years ago. Attorney Andrews was admitted to practice law in Maryland in 1989. He has significant experience practicing in the area of community association law, with an emphasis on collection matters, bankruptcy issues, and foreclosure issues. Throughout the timeframe of this Complaint, Attorney Andrews was individually involved in the drafting, execution and use of the Confessed Judgment Promissory Notes that are at issue in this case. He also personally filed many of the Complaints for Judgments by Confession that falsely represented to the Court that underlying debts did not arise from a consumer transaction.

15. Defendant Kary B. Lawrence (“Attorney Lawrence”) is an attorney at Andrews & Lawrence Professional Services, LLC. Attorney Lawrence was admitted to practice law in Maryland in 1993 and has considerable experience in collection suits and general litigation. Throughout the timeframe of this Complaint, Attorney Lawrence was individually involved in the drafting, execution and use of the Confessed Judgment Promissory Notes that are at issue in this case. She also personally filed many of the Complaints Confessed Judgment that falsely represented to the Court that underlying debts did not arise from a consumer transaction.

16. Defendant Goshen Run Homeowners Association, Inc. is an incorporated association that manages a residential community in Montgomery County, Maryland. Since at

least 2010, Goshen Run has retained Andrews & Lawrence to act as its agent to collect unpaid homeowners' association debts from consumers through the use of Confessed Judgment Promissory Notes.

17. Defendant Council of Unit Owners of Stonehedge Condominium, Inc. is a condominium association located in Montgomery County, Maryland that is managed by the Management Group Associates. Since at least 2016, Stonehedge has retained Andrews & Lawrence to act as its agent to collect unpaid homeowners' association debts from consumers through the use of Confessed Judgment Promissory Notes.

18. "Creditor Clients" are unnamed co-conspirators who retained Andrews & Lawrence to act as a debt collector and contracted on their behalf to collect alleged outstanding consumer debts evidencing or arising from consumer transactions and/or loans through the use of Confessed Judgment Promissory Notes.

19. Plaintiff Cumanda Cisneros is a ~~resident~~ citizen of Maryland, residing in Montgomery County, Maryland. On or about April 11, 2016, Defendant Andrew & Lawrence required Ms. Cisneros to sign a Confessed Judgment Promissory Note which Andrews & Lawrence, thereafter and until the filing of this Complaint, has used to collect a consumer debt allegedly owed by Ms. Cisneros.

19.20. Plaintiff Maria Santizo is a citizen of Maryland, residing in Montgomery County, Maryland. On or about May 3, 2016, Defendant Andrew & Lawrence required Ms. Santizo to sign a Confessed Judgment Promissory Note which Andrews & Lawrence, thereafter and until the filing of this Complaint, used to collect ~~on an alleged~~ consumer debt allegedly owed by Ms. Cisneros Santizo.

## **JURISDICTION AND VENUE**

~~21. This Court has subject matter jurisdiction over this case pursuant to Md. Cts. & Jud. Proc. Code Ann. § 1-501. This Court has personal jurisdiction over Defendants Whiteford and Andrews & Lawrence pursuant to This class action was removed to this Court by Defendant Andrews & Lawrence Professional Services, LLC pursuant to 28 U.S.C. §§1441 and 1446. Defendant contends that the Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (Federal Question), and 28 U.S.C. § 1367 (Supplemental Jurisdiction).~~

~~12. Md. Cts. & Jud. Proc. Code Ann. § 6-103(b), as each of the law firms transacts business and performs work and service in the State of Maryland, contracts to supply services in the State of Maryland, regularly does and solicits business and engages in other persistent courses of conduct in the State of Maryland.~~

~~22. Venue is proper in this Court under District because, under 28 U.S.C. § 1391(b), a substantial part of the events giving rise Md. Cts. & Jud. Proc. Code Ann. § 6-201 as to Whiteford claims herein occurred within this District and Andrews & Lawrence because they each carry on a regular business and habitually engage in vocations in Montgomery County, Maryland and many of the Class Members' instruments were executed or enforced in Montgomery County, Maryland, the Defendant Attorneys and the HOAs all systematically and continually transact business in this District.~~

~~13.~~

## FACTS

**Congress and the Maryland General Assembly established protections for consumers to prevent the types of abuses perpetrated by Andrews & Lawrence on behalf of abuses perpetrated by the Defendant Law FirmsHOAs.**

~~14.23.~~ Federal law strictly regulates the practice of collecting consumer debts and imposes harsh penalties for the violation of those requirements. *See* 15 U.S.C. §§ 1692-1692p.

~~15.24.~~ In 1977, Congress enacted the Fair Debt Collection Practices Act (“FDCPA”) to address illegal and improper practices by debt collectors such as ~~the Defendant Law Firms: Andrews & Lawrence~~. “It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

~~16.25.~~ Congress enacted the FDCPA because it determined that: “There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

~~17.26.~~ To this end, the FDCPA forbids debt collectors from using “unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.

~~18.27.~~ The ~~Act~~FDCPA also makes it illegal for debt collectors to use “false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e. Under this section, a false or misleading representation includes “[t]he threat to take any action that cannot legally be taken...” 15 U.S.C. § 1692e(5).

~~19.28.~~ “Any action that cannot legally be taken” encompasses a number of ~~the Defendant Law Firms’ Andrews & Lawrence’s~~ practices. Specifically, ~~the Defendant Law Firms Andrews & Lawrence~~ are using Confessed Judgment Promissory Notes to collect debts allegedly owed by the Plaintiffs and Class, which the Maryland General Assembly has expressly

determined is an unfair, abusive, or deceptive trade practice. Md. Code Ann., Comm. §13-301(12).

20-29. Any debt collector that violates the FDCPA is liable for actual damages, plus statutory damages, plus litigation costs and attorney's fees. 15 U.S.C. § 1692k.

30. Maryland law provides similar protections for consumers through both the CPA and the MCDCA.

The CPA was originally enacted in 1973 because the legislature found that existing laws were "inadequate, poorly coordinated and not widely known or adequately enforced." Md. Code Ann., Comm. § 13-102(a)(2). The General Assembly enacted the CPA as a comprehensive consumer protection act to provide protection against unfair, abusive, or deceptive trade practices in consumer transactions. Md. Code Ann., Comm. § 13-102(b). The intention of the Legislature was to set "minimum statewide standards for the protection of consumers." Md.

Code Ann., **The Defendant Law Firms' use of Confessed Judgment Promissory Notes to collect consumer debts from**

31. Comm. § 13-102(b)(1); Md. Code Ann., Comm. § 13-103(a). To realize this end, the General Assembly sought to implement strong protective and preventive measures to assist the public in obtaining relief from unlawful consumer practices and to maintain the health and welfare of the citizens of the State. Md. Code Ann., Comm. § 13-102(b)(3).

32. The CPA forbids "any unfair, abusive, or deceptive trade practice" in "[t]he offer for sale, lease, rental, loan, or bailment of consumer goods, consumer realty, or consumer services." Md. Code Ann., Comm. § 13-303 (2).

33. "Unfair, abusive, or deceptive trade practices include ... [u]se of a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action." Md. Code Ann., Comm. § 13-301(12).

34. Maryland is not an outlier in this regard. Indeed, Maryland's essential public policy is consistent with Federal Law which strictly prohibits cognovit or Confessed Judgment provisions in consumer transactions and debts. *Federal Trade Commission Act*, 16 CFR §444.2(a)(1).



35. In addition to the CPA, the Maryland Legislature enacted the MCDCA, Md. Code Ann., Comm. § 14-201 et seq.

36. The MCDCA serves as Maryland's state law equivalent to the FDCPA.

37. Under the MCDCA, "In collecting or attempting to collect an alleged debt a collector may not: Claim, attempt, or threaten to enforce a right with knowledge that the right does not exist." Md. Code Ann., Comm. § 14-202(8).

38. A collector who violates the MCDCA is liable for any damages proximately caused by the violation, including damages for emotional distress or mental anguish suffered with or without accompanying physical injury. Md. Code Ann., Comm. § 14-203.

**Andrews & Lawrence's use of Confessed Judgment  
Promissory Notes to collect consumer debts from  
the Class was and has been their  
standard practice over the past decade**

21.39. Despite the unambiguous prohibition against the use of contracts or instruments that contain a ~~confessed judgment~~Confessed Judgment clause that waives the consumer's right to assert a legal defense to an action, for nearly a decade Andrews & Lawrence and the Defendant Law Firms Attorneys together with the HOAs and other Creditor Clients have routinely and consistently used Confessed Judgment Promissory Notes to collect debts allegedly owed by consumers.

22.40. ~~The Defendant Law Firms~~Andrews & Lawrence are routinely employed as debt collectors for ~~HOAs, sales finance companies and other~~ creditors, seeking to enforce their rights in Maryland Courts vis-à-vis consumer debts allegedly owed by consumers.

23.—~~At a hearing recently in the District Court for Montgomery County, one of Defendant Whiteford's lawyers (Roberto M. Montesinos), responding to the Court's concerns regarding the use of the Confessed Judgment Promissory Notes (Court: "I guess what's a little~~

~~troubling also is your firm's use of these confessed judgments in consumer transactions"); admitted that, at least since 2009, "promissory notes that contained confessed judgment provisions were routinely used by community associations' practitioners."~~

~~24. — Mr. Montesinos also acknowledged that Courts in Maryland had recently denied several requests for entry of the confessed judgments and added: "Of course the practice had to shift once Judge Wolfe [of the District Court for Montgomery County, Maryland] entered his opinion ... and you know we understand the court's position with respect to these confessed judgment provisions and it's our practice going forward, you know, not to rely on them any further of course."~~

~~25. — Although the Defendant Law Firms may not be relying upon the Confessed Judgment Promissory Notes in Court "going forward" — *i.e.*, the Defendant Law Firms suggest that they do not intend to file *new* actions seeking the entry of confessed judgment against consumers — the fact is that the Defendant Law Firms' continue to collect monthly payments from consumers under the hundreds, if not thousands, of Confessed Judgment Promissory Notes already in circulation. Moreover, Defendants' use of the Confessed Judgment Promissory Notes in consumer transactions over the past decade has already resulted in significant actual damages and injuries for named Plaintiffs and the Class.~~

~~41. In each circumstance, The use of Confessed Judgment Promissory Notes to collect alleged consumer debts by debt collection attorneys representing creditors seeking recovery of consumer debts, while long outlawed in this State, was resurrected around 2009. Upon information and belief, initially it was sparsely used. However, once a few debt collection attorneys, including Andrews & Lawrence and the Defendant Attorneys, discovered that they were able to use these illegal Confessed Judgment Promissory Notes as a type of "short cut" to avoid having to actually prove their case against consumers without detection from the Court,~~

they shared their successes with other members of the debt collection bar and it became a common practice.

42. As the practice became more common among debt collection attorneys, Courts began to catch on to the scheme and began denying the Complaints for Confessed Judgment based on Confessed Judgment Promissory Notes arising from consumer transactions.

43. In 2015 – after an extensive opinion from Judge Eugene Wolfe in the District Court for Montgomery County outlining exactly why the Confessed Judgment Promissory Notes violate the CPA – it became a common practice for Judges to deny the Complaints for Confessed Judgment when the alleged underlying debt arose from a consumer transaction or debt. In the wake of Judge Wolfe’s opinion, many debt collection law firms ceased use of Confessed Judgment Promissory Notes in consumer cases.

44. Unlike much of the debt collection bar, however, Andrews & Lawrence have NOT ceased filing new Confessed Judgment cases, but have instead taken a more aggressive approach to cheating consumers in the wake of the many opinions refusing to enter or vacating Judgments by Confession in consumer cases. Up until a couple of years ago Andrews & Lawrence used a form Confessed Judgment Promissory Note that generally permitted the firm to confess judgment against consumers. An exemplar is attached hereto as **Exhibit A**. More recently, though, in light of the Orders denying the request for entry of the Confessed Judgment in consumer cases, Andrews & Lawrence, as a subterfuge, added the following provision to its form Confessed Judgment Promissory Note:

**E. Non-Waiver of Legal Defenses**

I, \_\_\_\_\_, do not waive any legal defenses to any action to enforce this promissory note and mortgage.

45. Confessed Judgment clauses by their very nature waive all of a consumer’s legal defenses, due process rights and abilities to call witnesses and introduce evidence before

judgment is entered. Andrews & Lawrence's additional clause provides no real benefit to consumers and further evidences Andrews & Lawrence's deception and knowledge of their illegal practices.

46. Both before and continuing beyond Orders denying the requests for entry of the Confessed Judgment in consumer cases, Andrews & Lawrence followed a typical protocol ~~would be employed.~~ when using the Confessed Judgment Promissory Notes.

26.47. First, ~~the Defendant Law Firms~~ Andrews & Lawrence would contact a consumer who allegedly owed a debt to a creditor who had hired ~~the Defendant Law Firm~~ Andrews & Lawrence to collect the debt on their behalf.

27.48. Next, an agent or employee of Andrews & Lawrence, often one or both of the Defendant ~~Law Firms~~ Attorneys, would explain to the consumer that the only way that the consumer could avoid further legal action to collect on the alleged debt was to sign an agreement – *i.e.*, the standard form Confessed Judgment Promissory Note. A copy of the Note would be sent to the consumer using the U.S. Mails or electronic transmission.

28.49. The Confessed Judgment Promissory Notes are unconscionable contracts of adhesion. At the time the Confessed Judgment Promissory Notes were presented to Class Members, ~~Defendant Law Firms~~ Andrews & Lawrence and the Class Members were in grossly unequal positions of power. Class Members, often with little or no knowledge of consumer law, and faced with the threat of impending legal action were presented with a “take-it-or-leave-it” Confessed Judgment Promissory Notes containing an illegal clause waiving all of their rights to contest the alleged consumer debts.

29.50. The terms of the Confessed Judgment Promissory Note were non-negotiable in at least ~~in~~ one material respect. Namely, each Confessed Judgment Promissory Note included a clause that: (a) ~~appointed~~ permitted a Creditors to appoint an attorney from Andrews &

Lawrence on behalf of the consumer who would have authority; (b) without any prior notice to or approval from the consumer; (c) to file for entry of a ~~confessed judgment~~Confessed Judgment against the consumer; in a way that (d) waived the consumer's right to assert a legal defense to ~~any~~the action.

~~30.51.~~ The Confessed Judgment Promissory Notes typically ~~included~~include alleged amounts due well in excess of the original principal claimed by the ~~Defendant Law Firms~~HOA or other Creditor Client. Upon information and belief, ~~the Defendant Law Firms~~Andrews & Lawrence padded the amounts due under the Confessed Judgment Promissory Notes by adding in future (i.e., advanced) payments allegedly due to the creditor, fees and costs as well as attorney's fees (collectively "Excess Fees"), many of which would be disallowed had ~~the Defendant Law Firms~~Andrews & Lawrence sought the same recovery in a contested action in Court.

~~31.52.~~ The Excess Fees would then be rolled into the monthly payment set forth in the Confessed Judgment Promissory Note.

~~53.~~ When consumers would ask questions related to the instrument, ~~the Defendant Law Firms~~Andrews & Lawrence would intentionally misrepresent to the consumer, either expressly or impliedly, that the terms of the Confessed Judgment Promissory Note were legal, binding and enforceable. The consumers would reasonably rely upon these representations to their detriment.

~~32.54.~~ Nonetheless, at all times relevant to this Complaint, the ~~Defendant Law Firms~~Andrews & Lawrence knew or had reason to know that the Confessed Judgment Promissory Notes evidenced or arose out of related consumer transactions or debts, and were contrary to the essential public policy of the State of Maryland.

55. Once the consumer was forced or coerced into signing the Confessed Judgment Promissory Note, ~~the Defendant Law Firms~~ Andrews & Lawrence and the Defendant Attorneys required the executed Notes to be returned to them via the U.S. Mails or by electronic transmission.

33-56. Andrews & Lawrence and the Defendant Attorneys used the contract to enforce collection of the monthly payments set forth in the Confessed Judgment Promissory Note, including the Excess Fees.

34-57. In many instances, even when the consumer made all of payments required by the Confessed Judgment Promissory Note, Andrews & Lawrence and the Defendant ~~Law Firms~~ Attorneys would use the Confessed Judgment Promissory Note to obtain a ~~confessed judgment~~ Confessed Judgment against the consumer.

35-58. Whether in the Maryland Circuit ~~Court~~ or District Court, ~~the Defendant Law Firms~~ Andrews & Lawrence would complete and file, without the consumer's knowledge or notice, the official Court form Confessed Judgment Complaint which requires an attestation, under "penalty of perjury" that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 12-311 (b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, § 13-301.

36-59. Pursuant to Md. Code Ann., Comm., §13-301, "it is an unfair, abusive, or deceptive trade practice to ... use a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action."

60. In all instances, Andrews & Lawrence and the Defendant Law FirmsAttorneys completed the attestation and, in so doing, intentionallyknowingly misrepresented to the Court the nature of the Confessed Judgment Promissory Notes that Defendant Law Firmsthey sought to enforce, all to the detriment of the Named Plaintiffs and the Class. At no time relevant to this Complaint did the Defendant Law FirmsAndrews & Lawrence disclose to the Court that the instruments upon which the requests for entry of confessed judgmentsConfessed Judgments were based arose from a consumer transaction or debt, even though they knew this to be the case.

61. Andrews & Lawrence and the Defendant Attorneys used the U.S. Mail system to send mailable material to the Plaintiffs and the Plaintiff Class, financial institutions, and the Court in furtherance of their fraudulent scheme to collect on and use the invalid Confessed Judgment Promissory Notes.

37-62. Andrews & Lawrence also used wires – telephone and email communication – to send transmissions to and communicate with the Plaintiffs, the Plaintiff Class and the Court.

38-63. In many instances, because the Defendant Law FirmsAndrews & Lawrence falsely and deceptively withheld from the Court the true nature of the Confessed Judgment Promissory Notes, the Courts would enter the requested confessed judgment.Confessed Judgment. And when this occurred, Andrews & Lawrence and the Defendant Law FirmsAttorneys would use the Confessed Judgment Promissory Notes and related judgmentsConfessed Judgments to garnish wages, bank accounts and other property of the consumerconsumers.

39-64. In other instances, the Court would deny the request for entry of confessed judgmentConfessed Judgment, specifically noting that the instrumentsNotes upon which the requestsComplaint for entry of confessed judgments wereConfessed Judgments was based were evidence of and/or arose from a consumer transaction, in violation of Maryland's CPA.

~~40-65.~~ Even when the Court denied the request for entry of ~~confessed judgment,~~  
~~Confessed Judgment, Andrews & Lawrence and~~ the Defendant ~~Law Firms Attorneys~~ would  
persist in their collection efforts against the ~~Named Plaintiffs and Class members,~~ ~~consumer~~ using  
the illegal and unenforceable Confessed Judgment Promissory Notes as the basis for their  
continued action: ~~on behalf of the HOAs and other Creditor Clients.~~

~~66.~~ ~~The Defendant Law Firms will continue using the~~ ~~In cases where the Court denied~~  
~~Andrews & Lawrence's request for entry of Confessed Judgment because the Confessed~~  
~~Judgment Promissory Note evidenced or arose from consumer transaction as to which a~~  
~~confessed judgment is prohibited, Andrews & Lawrence and the Defendant Attorneys would~~  
~~forum shop and file a new action for Confession of Judgment – using the same Confessed~~  
~~Judgment Promissory Note – in a different county, typically a county with which the consumer~~  
~~had no connection or relation.~~

~~67.~~ ~~Regardless, Andrews & Lawrence and the Defendant Attorneys do not disclose to~~  
~~the Court in the second county that the Confessed Judgment was already denied by a Maryland~~  
~~Judge in another jurisdiction. Instead, Andrews & Lawrence and the Defendant Attorneys~~  
~~defraud the Court by filing the same Complaint twice, hoping the Court in the second county~~  
~~will merely rely upon Andrews & Lawrence's and the Defendant Attorneys' representations, will~~  
~~look less carefully at the Confessed Judgment Promissory Note and will take their attestations that~~  
~~the instrument does not arise from a consumer transaction as to which a Confessed Judgment is~~  
~~prohibited at face value. In regard, the Defendants' scheme to cheat consumers has been~~  
~~successful.~~

~~41-68.~~ ~~Andrews & Lawrence and the Defendant Attorneys will continue using~~ Confessed  
Judgment Promissory Notes to collect the debts allegedly owed by the Named Plaintiffs and Class  
Members until the Court enters a declaratory judgment declaring that ~~the Confessed Judgment~~



~~Promissory Notes, Andrews & Lawrence and the HOAs are not entitled, directly or indirectly, as a matter of law to collect against any Judgments entered member of the Class based upon them, are the void *ab initio*, and unenforceable judgments.~~

~~42-69. Named Plaintiffs and the Plaintiff Class suffered actual and emotional damages from ~~the Defendant Law Firms' Andrews & Lawrence's~~ abusive and fraudulent practices on behalf of the HOAs and other Creditor Clients and are entitled to repayment for all payments made pursuant to the illegal Confessed Judgment Promissory ~~Note~~Notes and ~~confessed judgment.~~Confessed Judgments.~~

### **Facts Relating to the Named Plaintiffs**

#### **A. Edson G. Osinaga**

~~43. On or about April 2014, Defendant Whiteford, acting as the agent for the Christopher Court Community Association, contacted Mr. Osinaga seeking to recover allegedly unpaid HOA dues.~~

~~44. At that time, Whiteford threatened to file a lawsuit against Mr. Osinaga to recover the unpaid balance if he did not sign an instrument evidencing his agreement to repay the entire principle amount of \$8,337.19 and "any and all other sums which may be owing to the Association by Debtor pursuant to the promissory note."~~

~~45. Defendant Whiteford presented Mr. Osinaga with its standard Confessed Judgment Promissory Note that outlined a payment plan for repayment of the alleged consumer debt. The Confessed Judgment Promissory Note also included a clause that appointed attorneys from Whiteford as his own attorneys to confess judgment against him in the event that he missed a single payment under the instrument, waiving all of Mr. Osinaga's rights and defenses in Court:~~

~~*Confession of Judgment. Debtor authorizes Roberto M. Montesinos, Keya Chowdhury, Tiffany M. Releford, Jane Rogers and/or another attorney at Whiteford, Taylor & Preston, LLP or any attorney designated by the Association or any clerk of any court of record to appear for Debtor and confess judgment against Debtor in favor of the Association for the full amount due on this Note (including principal, accrued interest, charges and fees), plus court costs, and reasonable attorneys' fees, all without prior notice or hearing to Debtor, without stay of execution or right of appeal, and expressly waiving the benefit of all exemption laws and any irregularity or error in entering any such judgment. No single exercise of the power to confess judgment granted in this Section shall exhaust the power, regardless of whether such exercise is ruled invalid, void or voidable by any court. The power to confess judgment granted in this Section may be exercised from time to time as often as the holder of this Note may elect. Notwithstanding the Association's right to obtain a confession of judgment for attorneys' fees in the amount described in this Section, the Association shall be entitled to retain only such actual attorneys' fees as are incurred by the Association.*~~

46. — ~~Whiteford also impliedly and in fact represented to Mr. Osinaga that the Confessed Judgment Promissory Note was standard and legal; in fact, Whiteford repeatedly and persistently used the same or similar form instrument in collecting debts since at least 2009. Prior to signing the Confessed Judgment Promissory Note Mr. Osinaga was not familiar with confessed judgments or their effect on his ability to defend himself in court.~~

47. — ~~Unpaid HOA dues qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a homeowner's association.~~

48. — ~~Upon information and belief, Whiteford required hundreds of consumers to sign a substantially similar Confessed Judgment Promissory Note which it uses to collect debts.~~

49. — ~~Feeling as though he had no other option, Mr. Osinaga signed the Confessed Judgment Promissory Note on April 24, 2014, and began to make payments required by it.~~

50. — ~~At all times relevant to this Complaint, the attorneys from Whiteford knew or had reason to know that the form Confessed Judgment Promissory Note that they required consumers to sign was impermissible in Maryland and was otherwise an unfair or deceptive practice prohibited by the Maryland General Assembly.~~

~~51. — Regardless, Whiteford used the Confessed Judgment Promissory Note to force Mr. Osinaga to pay more than \$8,000 over a two (2) year period. Indeed, Osinaga made all payments required under the note until he believed he satisfied his entire monetary obligation.~~

~~52. — In January 2016, Mr. Osinaga demonstrated to Defendant Whiteford that he completed his payment plan under the Confessed Judgment Promissory Note, but Whiteford claimed that he still owed more money.~~

~~53. — On July 7, 2016, Whiteford, through one of its attorney employees, Michelle LaRue, used the Confessed Judgment Promissory Note to file a Complaint for Judgment by Confession against Mr. Osinaga in the District Court of Maryland for Montgomery County. The complaint requested a principle amount of \$8,337.19 less payments of \$7,253.98 and attorneys' fees of \$1,073.26.~~

~~54. — LaRue signed the Complaint for Judgment by Confession attesting that:~~

**Civil Racketeer Influenced and Corrupt  
Organizations (“RICO”) Summary**

70. At all relevant times to this Complaint, Andrews & Lawrence and the Defendant Attorneys formed an association-in-fact with the HOAs, sales finance companies, other Client Creditors (collectively “Creditor Clients”) and each other, to create an enterprise for the purpose of defrauding the Plaintiffs.

71. Andrews & Lawrence, acting as an agent and debt collector for the HOAs and other Creditor Clients, on behalf of the enterprise, developed and conspired to implement fraudulent schemes, to use Confessed Judgment Promissory Notes arising from consumer transactions against the Plaintiffs and the Plaintiff Class in violation of Maryland, Federal and Common Law.

72. In connection with the activities giving rise to this action, Andrews & Lawrence acted with malice, intent and knowledge, and with a wanton disregard for the rights of Plaintiffs and other consumers.

73. Andrews & Lawrence and the Defendant Attorneys had actual knowledge that the Confessed Judgment Promissory Notes were illegal because various Court in Maryland had already held that such Notes arise from consumer transactions and/or evidence consumer debt (and thus are in violation of the Maryland CPA). Moreover, the Defendant Attorneys are members of the Maryland Bar and charged with knowledge of the law. Nonetheless, in order to carry out their scheme, Andrews & Lawrence and the Defendant Attorneys routinely and consistently ignored these Orders.

74. Despite the multiple Court Orders denying entry of Confessed Judgments, Andrews & Lawrence and the Defendant Attorneys continue to use the Notes to collect on the alleged debts and in some cases attempts to circumvent the decisions of the Court and refile using the same illegal Notes in different counties.

75. At all times, Andrews & Lawrence and the Defendant Attorneys as part of their enterprise's regular way of doing business, used the Confessed Judgment Promissory Notes to collect income from consumers and reinvested the illicit funds in their enterprise, with the specific intent to deceive and defraud the Plaintiffs and the Plaintiff Class for personal gain.

76. Andrews & Lawrence and the Defendant Attorneys, through their enterprise, engaged in interstate commerce in that, *inter alia*, the Confessed Judgment Promissory Notes set forth in this Complaint were consummated in Maryland, but the collection efforts follow consumers until the alleged underlying consumer debts are satisfied. Typically, the term of the Notes exceeded three (3) years. Many of the Notes used by the Defendants to collect the alleged

consumer debts are still open as of the filing of this Amended Complaint and there is a distinct threat of long-term continuation of the racketeering activity.

77. At all relevant times herein, in connection with the activities giving rise to this action, Andrews & Lawrence and the Defendant Attorneys conspired with the HOAs, other Creditor Clients and each other to engage in the various activities set forth herein, agreed to participate in the operation of the conspiracy and schemes to defraud Plaintiffs and other consumers, and aided and abetted in these activities, all as proscribed by Maryland statutes, Common Law and Federal Law.

78. In order to carry out their scheme to cheat consumers, Andrews & Lawrence and the Defendant Attorneys made substantial use of the U.S. Mail system. On numerous occasions they used, and caused to be used, mail depositories of the United States Postal Service by both placing and causing to be placed mailable matters in said depositories in violation of 18 U.S.C. § 1341. In particular, as further described below, Andrews & Lawrence and the Defendant Attorneys engaged in multiple and continuous acts of mail fraud and utilized the U.S. Mails, *inter alia*, to:

- File the Confessed Judgment Complaints with Maryland Courts;
- Send correspondence and other communications to Plaintiffs and Class members;
- Mail account statements to Plaintiffs and Class Members;
- Serve Writs of Garnishments and other legal papers on third parties in furtherance of the scheme; and
- File motions and other legal papers with the Courts in Maryland.

79. In order to carry out their scheme to cheat consumers, Andrews & Lawrence also made substantial use of wires and electronic transmissions in violation of 18 U.S.C. § 1343. In particular, as further described below, Andrews & Lawrence engaged in multiple and continuous acts of wire fraud and utilized wires, *inter alia*, to:

- Email correspondence and Court documents to Plaintiffs and Class members;

- File Court documents by electronic transmission or over the internet;
- Send account statements to Plaintiffs and Class members; and
- Place telephone calls to Plaintiffs and Class members.

80. Each such use of the U.S. Mails and/or wires was in furtherance of the fraudulent scheme described herein.

81. In each instance, Andrews & Lawrence and the Defendant Attorneys used the U.S. Mails and/or wires to send fraudulent material indicating the validity of the Confessed Judgment Promissory Notes upon which Andrews & Lawrence and the Defendant Attorneys intended the recipients to rely, and in each instance the recipients did rely on the fraudulent material.

82. The co-conspirators repeated this pattern – that is, the use of the U.S. Mails and/or wires in furtherance of their fraudulent scheme in interstate commerce in connection with hundreds or thousands of similar transactions. Each such use of the U.S. Mails and/or wires in connection with the schemes and artifices to defraud constituted the offense of mail and/or wire fraud as proscribed and prohibited by 18 U.S.C. §§ 1341 and/or 1343.

83. These uses of the U.S. Mails and/or wires to further the fraudulent schemes were not limited to the transactions of the Named Plaintiffs, but also occurred in the transactions of each member of the Class. Each member of the Class signed a Confessed Judgment Promissory Note and Andrews & Lawrence used the U.S. Mails/and or wires in furtherance of its collection efforts on the illegal Confessed Judgment Promissory Note. The co-conspirators repeated this pattern – that is, the use of the U.S. Mails and/or wires in furtherance of the schemes – in hundreds or thousands of similar Confessed Judgment Promissory Note transactions. These acts were related, as they had the similar purpose of using and collecting on illegal Confessed Judgment Promissory Notes arising from consumer transactions.

84. Andrews & Lawrence's enterprise has operated continuously from or before 2009 to the present and affected hundreds if not thousands of consumers. Andrews & Lawrence participated and engaged in the enterprise, functioned as continuing units identifiable over a period of time, and were involved in Confessed Judgment Promissory Note transactions on behalf of HOAs and other Creditor Clients against the Named Plaintiffs and other members of the Class, over a period spanning nearly 10 years and involving hundreds or thousands of consumer transactions. Andrews & Lawrence's use of the U.S. Mails and wires as described herein constitute multiple instances of mail and wire fraud and further constitute a pattern of racketeering activity.

85. For their part, the HOAs and Creditor Clients played a distinct but critical and necessary role in the racketeering scheme. In particular, the HOAs and Creditor Clients served as the "Payee" and "Mortgagee" on each of the Confessed Judgment Promissory Notes and received at least a portion of each payment made by Named Plaintiffs and the Class. Moreover, at all times, HOAs and Creditor Clients each knew or had reason to know that Named Plaintiffs and the Class are consumers and that the alleged debt evidenced by the Notes is consumer in nature. Nonetheless, the HOAs and other Creditors hired, encouraged, incited and aided and abetted Andrews & Lawrence and the Defendant Attorneys to force the Class into signing the Confessed Judgment Promissory Notes. Without their participation in the enterprise, the racketeering scheme could not have succeeded.

86. If the Plaintiffs and Class Members had then suspected that Andrews & Lawrence were part of a racketeering enterprise and were using the Confessed Judgment Promissory Notes to facilitate the fraudulent schemes described herein, at the expense of the Plaintiffs and Class Members, they would have refused to conduct business with Andrews & Lawrence and their

enterprise, would not have entered into the Confessed Judgment Promissory Notes, and would have sought to secure their rights under the law.

87. Plaintiffs and Class Members' injuries to their property were caused by Andrews & Lawrence and the Defendant Attorneys' continuous operation of their enterprise on behalf of the HOAs and other Creditor Clients.

88. Plaintiff and Class Members made payments to Andrews & Lawrence based on invalid and illegal Confessed Judgment Promissory Notes, as a result of the patterns of racketeering activity described herein.

89. The profits obtained through the fraudulent schemes were invested back into the enterprise and were split between the enterprise' members according to a prior written contract or other agreement.

### **Facts Relating to the Named Plaintiffs**

- ~~• The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).~~
- ~~• The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §13-301.~~

~~55. LaRue and Defendant Whiteford knew or should have known that LaRue's attestation to the Court was untrue, false and a misrepresentation. At all times relevant to this Complaint, LaRue and Defendant Whiteford were well aware that the Confessed Judgment Promissory note evidenced an alleged consumer debt that arose from a consumer transaction.~~

~~56. Based upon Defendant Whiteford's false and untrue statements to the Court, the District Court for Montgomery County entered a confessed judgment against Osinaga, *sub nom*~~



~~Gosinaga, on July 15, 2016, for a principle amount totaling \$1,083.21 and other costs totaling \$2,202.47.~~

~~57.—Because the Confessed Judgment Promissory Note waived all of Osinaga's rights to contest the validity of the alleged debt owed to the Christopher Court Community Association, and appointed attorneys from Defendant Whiteford to represent Osinaga's interests in Court, Mr. Osinaga was unaware of the confessed judgment entered against him.~~

~~58.—Up to and including June 2017, Defendant Whiteford continued to use the Confessed Judgment Promissory Note to force payments from Mr. Osinaga.~~

~~59.—Using the Judgment obtained as a result of the illegal Confessed Judgment Promissory Note, Defendant Whiteford also began garnishment actions to garnish Mr. Osinaga's wages and bank accounts to collect on the alleged debt.~~

~~60.—Defendant Whiteford even sought contempt against Mr. Osinaga for failure to respond to Interrogatories in Aid of Execution. A show cause order issued.~~

~~61.—When he learned of the garnishments and the Show Cause Order in respect of the contempt proceeding, Mr. Osinaga sought and obtained counsel to assert his rights in Court.~~

~~62.—On June 5, 2017, Defendant Whiteford dismissed the request for Mr. Osinaga to show cause. However, the confessed judgment remains open.~~

~~64.—Regardless, as a result of Defendant Whiteford's use of the Confessed Judgment Promissory Note, Mr. Osinaga paid thousands of dollars pursuant to an illegal and unenforceable contract and suffered other actual damages.~~

**Cumanda Cisneros**

64.90. On or about April 2016, ~~Defendant~~ Andrews & Lawrence and the Defendant Attorneys, acting as the agent for the Goshen Run ~~Homeowners' Association~~, contacted Ms. Cisneros seeking to recover allegedly unpaid HOA dues.

65.91. At that time, Andrews & Lawrence and the Defendant Attorneys threatened to file a lawsuit against Ms. Cisneros to recover the unpaid balance if she did not sign an instrument evidencing her agreement to repay the entire amount of \$8,733.97.

66.92. At all times relevant to this Complaint, Andrews & Lawrence, the Defendant Attorneys and Goshen Run knew or had reason to know that the monies ~~that it claims~~ they claim were owed by Ms. Cisneros to Goshen Run were evidence of or arose from a consumer transaction and/or debt.

93. Andrews & Lawrence, and the Defendant Attorneys and Goshen Run know or have reason to know that, from the time that she purchased the home until the time she signed the Confessed Judgment Promissory Note, Ms. Cisneros had used her home primarily for personal, household, family or agricultural purposes.

67.94. Unpaid HOA dues qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a homeowner's association.

68.95. Regardless, ~~Defendant~~ Andrews & Lawrence presented Ms. Cisneros with its standard Confessed Judgment Promissory Note that outlined a payment plan for repayment of the alleged consumer debt. The Confessed Judgment Promissory Note also included a clause that appointed attorneys from Andrews & Lawrence as her own attorneys to confess judgment against her in the event that she missed a single payment under the instrument, waiving all of Ms. Cisneros' rights and defenses in Court:

**D. Confession of Judgment:**

Upon Default, the undersigned, CUMANDA CISNEROS, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of GOSHEN RUN HOMEOWNERS ASSOCIATION, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

96. Ms. Cisneros' Confessed Judgment Promissory Note is attached hereto as

**Exhibit B.**

97. Andrews & Lawrence also impliedly and in fact represented to Ms. Andrews & Lawrence also impliedly and in fact represented to Ms. Cisneros that the Confessed Judgment Promissory Note was standard and legal. Ms. Cisneros reasonably relied upon this representation to her detriment. Prior to signing the Confessed Judgment Promissory Note, Ms. Cisneros was not familiar with Confessed Judgments or their effect on her ability to defend herself in court.

98. Indeed, Ms. Cisneros is not fluent in English – she speaks Spanish as her native language. Regardless, the Defendants did not provide Ms. Cisneros with a translation of the Confessed Judgment Promissory Note; nor did they provide Ms. Cisneros with an interpreter to explain it.

99. Upon information and belief, Andrews & Lawrence required hundreds of consumers, if not more, to sign a substantially similar Confessed Judgment Promissory Note which it used to collect debts.

100. Feeling as though she had no other option, Ms. Cisneros signed the Confessed Judgment Promissory Note on April 11, 2016, and began to make the payments outlined in it.

101. At all times relevant to this Complaint Andrews & Lawrence knew or had reason to know that the form Confessed Judgment Promissory Note that they required consumers to sign was impermissible in Maryland and is otherwise an unfair, abusive, or deceptive trade practice prohibited by the Maryland General Assembly.

102. Regardless, Andrews & Lawrence used the Confessed Judgment Promissory Note to force and coerce Ms. Cisneros to pay over \$2,000 on the alleged consumer debt.

103. On June 20, 2016, Andrews & Lawrence, by and through its principals, Defendant Attorneys Lawrence and Andrews, used the Confessed Judgment Promissory Note to file a Complaint for Confessed Judgment against Ms. Cisneros in the District Court of Maryland for Montgomery County. The Complaint requested a principle amount of \$5,594.17, \$46 in costs and \$300 in attorney's fees.

104. Attorney Andrews (acting as attorney for Goshen Run) and Attorney Lawrence (acting as attorney for Ms. Cisneros) signed the Complaint for Confessed Judgment attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

105. The Defendant Attorneys and Andrews & Lawrence each knew or should have known that Andrews and Lawrence's attestations to the Court were untrue, false and deceptive. At all times relevant to this Complaint the Defendant Attorneys and Andrews & Lawrence were each well aware that the Confessed Judgment Promissory Note evidenced an alleged consumer debt that arose from a consumer transaction.

106. Based upon the Defendant Attorneys' false and untrue representations to the Court, the District Court of Maryland for Montgomery County entered a Confessed Judgment against Ms. Cisneros, on July 15, 2016, for a principle amount totaling \$5,594.17 and attorneys' fees totaling \$300.

107. Because the Confessed Judgment Promissory Note waived all of Ms. confessed Cisneros' rights to contest the validity of the alleged debt owed to the Goshen Run, and appointed Attorney Lawrence – an agent or employee of Andrews & Lawrence – to represent Ms. Cisneros' interests in Court, Ms. Cisneros was unaware of the Confessed Judgment entered against her.

108. Although Attorney Lawrence entered her appearance as the attorney representing Ms. Cisneros in respect of the Complaint for Confessed Judgment, Attorney Lawrence never contacted Ms. Cisneros about the Complaint for Confessed Judgment; nor did Attorney Lawrence speak with Ms. Cisneros about the allegations set forth in the Complaint for Confessed Judgment; nor did Attorney Lawrence assert any defenses on behalf of Ms. Cisneros in respect of the Confessed Judgment Action.

109. In furtherance of the scheme to cheat Ms. Cisneros and to deny her any ability ever to contest the validity of the illegal Judgment entered against her, Andrews & Lawrence intentionally failed to serve the Confessed Judgment on Ms. Cisneros. In fact, Andrews & Lawrence intentionally failed to serve a copy of the Confessed Judgment on Ms. Cisneros until **after** this lawsuit was filed.

110. The delay in serving Ms. Cisneros was in furtherance of the scheme to deny Ms. Cisneros any ability to go to Court to challenge the validity of the Confessed Judgment entered against her.

111. Nonetheless, up to the date of the filing of this Amended Complaint, Defendant Andrews & Lawrence continues to use the Confessed Judgment Promissory Note to demand payment from Ms. Cisneros.

112. Using the Confessed Judgment obtained as a result of the illegal Confessed Judgment Promissory Note, Andrews & Lawrence – even though it had not served Ms. Cisneros

with the Judgment, thus denying her any ability to challenge the illegal Confessed Judgment – also served Writs of Garnishments on Ms. Cisneros’ banks in an effort to collect on the alleged debt. Andrews & Lawrence never served Ms. Cisneros with notice of the Writs of Garnishment.

113. In furtherance of the scheme to cheat alleged herein, Andrews & Lawrence used the U.S. Mails and wires on multiple occasions to place telephone calls to Ms. Cisneros and send mailable material to Ms. Cisneros, Ms. Cisneros’ financial institutions and the Court.

114. Specifically, Andrews & Lawrence sent the following material through the U.S. Mails and/or wires:

- On or about July 1, 2016, Andrews & Lawrence used the U.S. Mail to mail the Complaint for Confession of Judgment to the District Court of Maryland for Montgomery County at 191 East Jefferson Street Rockville, MD 20850.
- On or about September 7, 2016, Andrews & Lawrence used the U.S. Mail to mail the Writ of Garnishment on Wages/Property to PNC Bank, 4100 West 150<sup>th</sup> Street Cleveland, OH 44135
- On or about March 27, 2017, Andrews & Lawrence, through its agent, used the U.S. Mail to mail a notice of intention to file a lien, first class, postage prepaid, to Ms. Cisneros at 19606 Labelle Court Gaithersburg Court, Gaithersburg, MD 20879.
- On or about June 7, 2017, Andrews & Lawrence used the U.S. Mail to mail a letter indicating an unpaid balance on the Confessed Judgment Promissory Note, a request for payments, and a Statement of Account, to Ms. Cisneros at 19606 Labelle Court Gaithersburg Court, Gaithersburg, MD 20879.

115. After Ms. Cisneros was finally served with the Confessed Judgment, she filed a Motion to Vacate Judgment and/or to Stay in the District Court for Maryland.

116. The District Court vacated the Confessed Judgment entered against her, finding that the Confessed Judgment Promissory Note arose from a consumer transaction as to which a Confessed Judgment is prohibited by the CPA, Md. Code Ann., Comm. § 13-301. See **Exhibit C** Tr. of March 19, 2018 hearing at 37:20-41:14.

117. Once the Judgment was vacated the District Court allowed Andrews & Lawrence to amend its Complaint from a Confessed Judgment action to a contract action and proceed to

trial against Ms. Cisneros. Ms. Cisneros appealed the District Court's decision and the appeal is now pending in the Montgomery County Circuit Court, *Goshen Run Home Owners Association, Inc. v. Cumanda Cisneros*, Case No. 9842D.

118. Ms. Cisneros continues to pay the allegedly unpaid HOA dues and her current dues directly to Andrews & Lawrence. Andrews & Lawrence collects her payments, retains its alleged attorneys' fees and collections costs and then disburses the remaining amounts to Goshen Run.

119. As a result of Andrews & Lawrence's use of the Confessed Judgment Promissory Note, Ms. Cisneros paid thousands of dollars pursuant to an illegal and unenforceable contract and suffered actual damages, emotional distress, mental anguish and other damages.

120. As a result of the scheme to cheat alleged herein, and in addition to her financial damages, Ms. Cisneros endured severe emotional distress, had difficulty sleeping and suffered elevated stress levels.

**Maria Santizo**

121. On or about May 2016, Stonehedge directed Ms. Santizo to contact its agent, Andrews & Lawrence, to recover allegedly unpaid condominium association dues.

122. At that time, Andrews & Lawrence informed Ms. Santizo that she had to sign an instrument evidencing her agreement to repay the entire alleged unpaid balance of \$1,641.00.

123. At all times relevant to this Complaint, Andrews & Lawrence, the Defendant Attorneys and Stonehedge knew or had reason to know that the monies claimed to be owed by Ms. Santizo were evidence of/or arose from a consumer transaction and/or debt.

124. Andrews & Lawrence, the Defendant Attorneys and Stonehedge know or have reason to know that, from the time that she purchased the condominium through the present,

Ms. Santizo has lived in the condominium with her family. During this period, Ms. Santizo has used the condominium primarily for personal, household, family or agricultural purposes.

125. Unpaid HOA dues qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a condominium association.

126. Regardless, Andrews & Lawrence presented Ms. Santizo with its standard Confessed Judgment Promissory Note that outlined a payment plan for repayment of the alleged consumer debt. The Confessed Judgment Promissory Note also included a clause that appointed attorneys from Andrews & Lawrence as her own attorneys to confess judgment against her in the event that she missed a single payment under the instrument, waiving all of Ms. Santizo's rights and defenses in Court:

**D. Confession of Judgment:**

Upon Default, the undersigned, MARIA SANTIZO AND LUIS A. SANTIZO, hereby empowers and authorizes any attorney to appear for the undersigned in any court within the United States of America or elsewhere, and confess judgment, or a series of judgments, against the undersigned in favor of STONEHEDGE CONDOMINIUM, INC., for such amounts as may be due and owing hereunder, including the costs of the proceeding and twenty percent (20%) of the outstanding balance as attorney's fees, or such amount as the court shall deem reasonable.

127. Ms. Santizo's Confessed Judgment Promissory Note, which is also signed by Ms. Santizo's father, Luis, is attached hereto as **Exhibit D**.

69.128. Andrews & Lawrence also impliedly and in fact represented to Ms. Santizo that the Confessed Judgment Promissory Note was standard and legal. Ms. Santizo reasonably relied upon this representation to her detriment. Prior to signing the Confessed Judgment Promissory Note Ms. Santizo was not familiar with Confessed Judgments or their effect on her ability to defend herself in court.



~~70.1. Upon information and belief, Andrews & Lawrence required hundreds of consumers, if not more, to sign a substantially similar Confessed Judgment Promissory Note which it used to collect debts.~~

~~129. Feeling as though she had no other option, Ms. Cisneros signed the Confessed Judgment Promissory Note on April 11, 2016, and began to make~~ Upon information and belief, Andrews & Lawrence required hundreds of consumers, if not more, to sign a substantially similar Confessed Judgment Promissory Note which it used to collect consumer debts.

~~71.130. Because she felt as though she had no other choice, Ms. Santizo signed the Confessed Judgment Promissory Note on May 3, 2016, and began to make~~ payments outlined in it.

~~72.131. At all times relevant to this Complaint, the attorneys of Andrews & Lawrence and the Defendant Attorneys~~ knew or had reason to know that the form Confessed Judgment Promissory Note that they required consumers to sign was impermissible in Maryland and was otherwise an unfair, abusive, or deceptive trade practice prohibited by the Maryland General Assembly.

~~73.132. Regardless, Andrews & Lawrence usesused the Confessed Judgment Promissory Note to force and coerce Ms. CisnerosSantizo to pay over \$2000 on the alleged consumer debt.~~

~~74. On June 20October 19, 2016, Andrews & Lawrence, by and through its attorneys, Kary B. Lawrence (“Lawrence”) and Torin K. Andrews (“Andrews”)—both employed by Andrews & principal, Attorney Lawrence – used the Confessed Judgment Promissory Note to file a Complaint for Confessed Judgment by Confession against Ms. CisnerosSantizo in the District Court of Maryland for Montgomery County. The complaintComplaint requested a~~

principle amount of ~~\$5,594.17, \$46 in costs~~2,262.30, interest amounting to \$130.10, and \$300 in attorney's attorneys' fees.

~~133. Andrews (acting as attorney amounting to \$478.48 for the Plaintiff) and a total of \$2,870.88.~~

~~75.134. Attorney~~ Lawrence (acting as attorney for ~~Ms. Cisneros~~the Stonehedge) signed the Complaint for Confessed Judgment ~~by Confession~~ attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

~~76.135. Andrews, Attorney~~ Lawrence and ~~Defendant~~ Andrews & Lawrence knew or should have known that ~~Andrews and Attorney~~ Lawrence's attestations to the Court were untrue, false and deceptive. At all times relevant to this Complaint ~~Andrews, Attorney~~ Lawrence and ~~Defendant~~ Andrews & Lawrence were ~~each~~ well aware that the Confessed Judgment Promissory ~~note~~Note evidenced an alleged consumer debt that arose from a consumer transaction and a consumer debt.

~~77.1. Based upon Defendant Andrews & Lawrence's false and untrue representations to the Court, the District Court for Montgomery County entered a confessed judgment against Ms. Cisneros, on July 15, 2016, for a principle amount totaling \$5,594.17 and attorneys' fees totaling \$300.~~

~~78. Because the Confessed Judgment Promissory Note waived all of Ms. Cisneros' rights to contest the validity of the alleged debt owed to the Goshen Run Homeowners Association, Inc., and appointed Lawrence — an agent or employee of Defendant Andrews and~~

~~Lawrence—to represent Cisneros’ interests in Court, Ms. Cisneros was unaware of the confessed judgment entered against her.~~

~~136. Although Lawrence entered her appearance as the attorney representing Ms. Cisneros in respect~~On November 1, 2016, the District Court of Maryland for Montgomery County, upon reviewing the Complaint for Confession of Judgment and the underlying Confessed Judgment Promissory Note declined to enter a Confessed Judgment and instead dismissed the Complaint for failure to demonstrate a factual and legal basis for Stonehedge’s entitlement to confess judgment. The Court’s opinion is attached as **Exhibit E.**

~~137. On November 11, 2016, Andrews & Lawrence and the Defendant Attorneys filed a Motion to Alter or Amend the Court’s Order denying the Confessed Judgment on behalf of Stonehedge. The Court denied Stonehedge’s Motion and Stonehedge appealed the case to the Circuit Court for Montgomery County on February 7, 2017.~~

~~79.—On June 22, 2017, the Honorable Karla N. Smith of the Circuit Court for Montgomery County, following a hearing and oral argument by the Defendant Attorneys, affirmed the District Court’s denial of the Complaint for Judgment by Confession, Lawrence never contacted Ms. Cisneros about the Complaint for Judgment by Confession; nor did Lawrence speak with Ms. Cisneros about the allegations set forth in the Complaint for Judgment by Confession; nor did Lawrence assert any defenses on behalf of Ms. Cisneros in respect of the confessed judgment action.~~

~~80.138. Up to the date of Judgment. Judge Smith’s Opinion and Order, attached hereto as **Exhibit F**, affirmed the filing of this Complaint, Defendant Andrews & Lawrence continues to use District Court’s Order, finding that the Confessed Judgment Promissory Note to request payment from Ms. Cisneros—underlying the Complaint violated the CPA.~~

~~81. Using the Judgment obtained as a result of the illegal Confessed Judgment Promissory Note, Defendant Andrews & Lawrence also began garnishment actions to garnish Ms. Cisneros' bank accounts to collect on the alleged debt.~~

~~139. As a result of Defendant Andrews & Lawrence's use of the On July 3, 2017, approximately two weeks after the Circuit Court for Montgomery County affirmed the District Court for Montgomery County's denial of Confessed Judgment, Andrews & Lawrence, Attorney Lawrence and Stonehedge filed a virtually identical Confessed Judgment Complaint against Ms. Santizo, based on the *same* illegal Confessed Judgment Promissory Note, in the District Court of Maryland for Charles County. See **Exhibit G**.<sup>1</sup>~~

~~140. Ms. Santizo does not live, work or have any connection to Charles County. Nor is Stonehedge (the plaintiff in the Charles County action) located in Charles County, Maryland. In filing the second Santizo Confessed Judgment Action in Charles County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge engaged in forum shopping.~~

~~141. Equally as troublesome, however, in filing the second Santizo Confessed Judgment Action in Charles County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge failed to disclose and intentionally withheld *from the Court* the fact that the Circuit Court for Montgomery County had already held that Ms. Santizo's Confessed Judgment Promissory Note, arose from a consumer debt. They also withheld from the Court in the second Santizo Confessed Judgment Action the fact that the Circuit Court for Montgomery County had also entered final judgment against Stonehedge.~~

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<sup>1</sup> Exhibit G does not include the Affidavit Establishing the Right to Attorneys' Fees, the Non-Military Affidavit and other documents filed with the Complaint.

142. In doing so, Defendants Andrews & Lawrence and Attorney Lawrence knew or should have known that they owed a duty of candor to the Court and to Ms. Santizo to disclose such information.

143. In the second Santizo Confessed Judgment Action filed in Charles County, Andrews & Lawrence requested an additional \$1,441 in principal, \$344.33 in interest, and \$357.06 in attorney' fees than they had in their failed Montgomery County filing for Ms. Santizo's alleged breach of the same illegal Confessed Judgment Promissory Note.

144. Attorney Lawrence (again acting as attorney for the Stonehedge) signed the Complaint for Confessed Judgment attesting that:

- The instrument does not evidence or arise from a consumer loan as to which a confessed judgment clause is prohibited by Code, Commercial Law Article, §12-311(b).
- The instrument does not evidence or arise from a consumer transaction as to which a confessed judgment cause is prohibited by Code, Commercial Law Article, §13-301.

145. Defendant Attorney Lawrence and Andrews & Lawrence knew that Attorney Lawrence's attestations to the Court were untrue, false and deceptive. Not even two weeks earlier, the Circuit Court for Montgomery County specifically found that the underlying Note did **NOT** comply with the required attestations and did **NOT** entitle Andrews & Lawrence or Stonehedge to confess judgment.

146. In reliance upon Attorney Lawrence's false, misleading and untrue representations to the Court, the District Court for Charles County entered a Confessed Judgment against Ms. Santizo, on July 3, 2017.

147. Once Andrews & Lawrence successfully obtained a Confessed Judgment by deception in Charles County on behalf of Stonehedge, Andrews & Lawrence then filed a request

for transmittal of the judgment to the to the District Court of Montgomery County for execution purposes.

148. Immediately after the Charles County Judgment was transmitted to Montgomery County, Defendants Andrews & Lawrence, Attorney Lawrence and Stonehedge recorded a lien on Ms. Santizo's property and garnished her bank accounts. As part of the scheme alleged in this Amended Complaint, neither Defendants Andrews & Lawrence, Attorney Lawrence nor Stonehedge advised or otherwise notified Ms. Santizo about these Court filings.

149. In furtherance of the scheme to cheat alleged herein, Andrews & Lawrence used the U.S. Mails and wires on multiple occasions to place telephone calls to Ms. Santizo and send mailable material to Ms. Cisneros Santizo, Ms. Santizo's financial institutions and the Court.

150. Specifically, Andrews & Lawrence sent the following material through the U.S. Mails and/or wires:

- On or about October 6, 2016, Andrews & Lawrence mailed by U.S. Mail the Complaint for Confession of Judgment to the District Court of Maryland for Montgomery County located at 191 East Jefferson Street Rockville MD 20850.
- On or about November 14, 2016, as stated in the certificate of service filed with the Court, Defendant Attorney Andrews mailed by U.S. Mail a copy of Plaintiff's Motion to Alter or Amend Order Denying Confessed Judgment and Dismissing Action and Stonehedge Condominium's Memorandum of Law in Support of its Motion to Alter or Amend to Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring, Maryland 20904.
- On or about July 3, 2017, Andrews & Lawrence electronically filed a Complaint for Confessed Judgment in the District Court for Charles County, Maryland.
- On or about February 2, 2017, as stated in the certificate of service filed with the Court, Defendant Attorney Andrews mailed by U.S. Mail a copy of the Civil Appeal/Request for transcript to Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring, Maryland 20904.
- On or about July 19, 2017 Andrews & Lawrence mailed by U.S. Mail the Request for Transmittal of Judgment to the District Court of Maryland for Montgomery County located at 8552 2nd Ave, Silver Spring, Maryland 20910
- On or about July 21, 2017, as stated in the certificate of service filed with the Court, a copy of the Request for Transmittal of Judgment was served by mailing first class mail, postage prepaid on Ms. Santizo at 1814 Bronzegate Blvd. Silver Spring MD 20904

151. Ms. Santizo continues to pay the allegedly unpaid HOA dues and her current dues directly to Andrews & Lawrence. Andrews & Lawrence collects her payments, retains its alleged attorneys' fees and collections costs and then disburses the remaining amounts to Stonehedge.

82-152. As a result of Andrews & Lawrence's use of the Confessed Judgment Promissory Note, Ms. Santizo paid ~~thousands of~~ over a thousand dollars pursuant to an illegal and unenforceable contract and suffered ~~other actual~~ actual, emotional distress, mental anguish and other damages.

153. ~~The Law Firms~~ As a result of the scheme to cheat alleged herein, and in addition to her financial damages, Ms. Santizo endured severe emotional distress, had difficulty sleeping and suffered elevated stress levels.

**Andrews & Lawrence's Use  
of Confessed Judgment Promissory Notes  
Is Not Limited to the Named Plaintiffs**

83-154. The facts and circumstances of the Named Plaintiffs are neither unique nor isolated. Indeed, ~~the Defendant Law Firms~~ Andrews & Lawrence have used Confessed Judgment Promissory Notes to collect consumer debts for nearly a decade.

84-155. Upon information and belief, ~~the Defendant Law Firms~~ Andrews & Lawrence, acting as debt collectors and agents for the HOAs and other Creditor Clients, have coerced and/or required hundreds, if not thousands, of consumers to sign the Confessed Judgment Promissory Notes challenged by this Complaint.

**CLASS ACTION ALLEGATIONS**

85-156. Named Plaintiffs bring this action on behalf of a Class which consists of:

All consumers who signed a promissory note containing a confessed judgment clause that was used by ~~one or more of the Defendant Law Firms~~ Andrews & Lawrence to collect a consumer debt.

~~86.157.~~ \_\_\_\_\_ The Class, as defined above, is identifiable. The Named Plaintiffs are members of the Class.

~~87.158.~~ \_\_\_\_\_ The Class is so numerous that joinder of all members is impracticable.

~~88.159.~~ \_\_\_\_\_ There are questions of law and fact which are not only common to the Class, but which predominate over any questions affecting only individual class members. The common and predominating questions include, but are not limited to:

- a. Whether ~~the Defendant Law Firms~~ Andrews & Lawrence employed unfair and unconscionable means to collect a debt by including a ~~confessed judgment~~ Confessed Judgment clause in a promissory note that arises out of a consumer transaction.
- b. Whether ~~the Defendant Law Firms~~ Andrews & Lawrence made false and misleading representations about the legality and enforceability of the Confessed Judgment Promissory Notes.
- c. Whether ~~the Defendant Law Firms~~ Andrews & Lawrence collected payments pursuant to illegal Confessed Judgment Promissory Notes.
- d. Whether ~~the Defendant Law Firms'~~ Andrews & Lawrence's actions constitute violations of the Fair Debt Collection Practices Act.
- e. Whether ~~the Defendant Law Firms~~ Andrews & Lawrence claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist in their dealings with Named Plaintiffs and Class Members.
- f. Whether a declaratory judgment is proper to prevent Andrews & Lawrence and the ~~Defendant Law Firms~~ HOAs from continuing to use Confessed



Judgment Promissory Notes in violation of Maryland and Federal ~~law;~~  
~~and Law.~~

- g. Whether a declaratory judgment is proper to declare that Andrews & Lawrence and the HOAs are not entitled, directly or indirectly, as a matter of law to collect against any member of the Class based upon a void judgment, will alleviate all uncertainty in this proceeding.
- h. Whether Andrews & Lawrence and the Defendant Attorneys formed an association-in-fact with the HOAs, sales finance companies and other creditors, including Goshen Run and Stonehedge, which constitute an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(a), which enterprise was engaged in, and the activities of which affect, interstate commerce.
- i. Whether Andrews & Lawrence used proceeds derived from a pattern of racketeering activity under 18 U.S.C. §§ 1961(1) and (5) to acquire an interest in, establish, and operate the enterprise.
- j. Whether Andrews & Lawrence committed multiple instances of mail and/or wire fraud in violation of 18 U.S.C. §§ 1341 and 1343, which occurred uniformly and consistently during the existence of the “enterprise” and permitted Defendants to maintain and operate it.
- k. Whether Andrews & Lawrence and the HOAs violated RICO.
- l. Whether the HOAs violated the CPA.
- m. Whether Andrews & Lawrence committed fraud.
- n. Whether Andrews & Lawrence violated the MCDCA.

o. Whether Andrews & Lawrence negligently misrepresented the validity of the Confessed Judgment Promissory Notes are void *ab initio*, and that any monies paid by to the Plaintiffs and the Class.

g.p. Whether Named Plaintiffs and Class Members pursuant to the Confessed Judgment Promissory Notes must be repaid and returned by the Defendant Law Firms; the Class may recover damages.

89.160. The claims of Named Plaintiffs are typical of the claims of the respective Members of the Class within the meaning of Md. Rule 2-231(a)(3), and are based on and arise out of similar facts constituting the wrongful conduct of the ~~Defendant Law Firms~~ Defendants.

90.161. Named Plaintiffs will fairly and adequately protect the interests of the Class within the meaning of Md. Rule 2-231(a)(4). Named Plaintiffs are committed to vigorously litigating this matter. Further, Named Plaintiffs have secured counsel experienced in handling class actions and complex litigation.

91.162. Neither Plaintiffs nor Plaintiffs' counsel has any interests that might cause them not to vigorously pursue this claim.

92.163. The prosecution of separate actions by individual Members of the Class would create a risk of establishing incompatible standards of conduct for the ~~Defendant Law Firms~~ Defendants within the meaning of Md. Rule 2-231(b)(1)(A).

93.164. The ~~Law Firms'~~ Defendants' actions are generally applicable to the respective Class as a whole, and Plaintiffs seek equitable remedies with respect to the Class as a whole within the meaning of Md. Rule 2-231(b)(2).

94.165. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of Md. Rule 2-231(b)(3).

~~95.166.~~ The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

~~96.167.~~ Plaintiffs' counsel are experienced in class actions, and foresee little difficulty in the management of this case as a class action.

## **CAUSES OF ACTION**

### **Count I**

#### **Violation of the Fair Debt Collection Practices Act**

15 U.S.C. 1692f

(against Andrews & Lawrence and the Defendant Attorneys)

~~97.168.~~ Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

~~98.169.~~ Each Andrews & Lawrence and each of the Law Firms is a Defendant Attorneys are "debt ~~collector~~ collectors" within the meaning of 15 U.S.C.A. § 1692a(6).

~~99.170.~~ The use of a ~~confessed judgment~~ Confessed Judgment clause in a contract arising from or evidencing a consumer transaction is unfair or unconscionable within the meaning of 15 U.S.C. § 1692f.

~~100.171.~~ The Defendant Law Firms Andrews & Lawrence coerced and/or required Plaintiffs and Class Members to sign Confessed Judgments Promissory Notes evidencing or arising from consumer transactions and consumer debts.

~~101.172.~~ Defendant Law Firms Andrews & Lawrence used the Confessed ~~Judgments~~ Judgment Promissory Notes to collect hundreds of thousands of dollars from Plaintiffs and Class Members.

173. Andrews & Lawrence had actual knowledge that the Confessed Judgment Promissory Notes were illegal because: (1) the Defendant Attorneys are members of the Maryland Bar and thus are charged with knowledge of the laws of Maryland and (2) Courts in

Maryland have denied many of Andrews & Lawrence's previous Complaints for Confession of Judgment in the past as violating the Maryland Consumer Protection Act, Md. Code Ann., Comm. § 13-301 et seq.

174. The Confessed Judgment Promissory Notes are illegal instruments and cannot toll the statute of limitations for the debts evidenced within them. Thus, Named Plaintiffs and the Class Members do not actually owe the amounts Andrews & Lawrence is collecting.

102:175. As a result of ~~the Law Firms'~~ Andrews & Lawrence's failure to comply with the Fair Debt Collection Practices Act, Plaintiffs and the Class suffered actual loss and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages as provided for in the FDCPA, 15 U.S.C. §1692k(a)(1), in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs statutory damages as provided for in the FDCPA, 15 U.S.C. §192k(a)(2);

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the Federal Rules of Civil Procedure;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney's fees; and

F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count II**  
**Violation of the Fair Debt Collection Practices Act**  
15 U.S.C. §1692e  
(against Andrews & Lawrence and the Defendant Attorneys)

~~103.176.~~ Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

~~104.177. The Andrews & Lawrence and the Defendant Law Firms' Attorneys'~~ representations and actions with respect to the collection of consumer debts from the Plaintiffs and Class were false, deceptive, and misleading.

~~105.178.~~ Using a contract related to a consumer transaction which contains a ~~confessed judgment~~ Confessed Judgment clause that waives the consumer's right to assert a legal defense to an action is an action that cannot legally be taken under Commercial Law Article, §13-301, as defined by 15 U.S.C. §1692e.

~~106.179.~~ The Confessed Judgments Promissory Notes that the Plaintiffs and Class Members signed are contracts related to consumer transactions that contain ~~confessed judgment~~ Confessed Judgment clauses that waive consumer's rights to assert legal defenses.

~~107.180. The Defendant Law Firms Andrews & Lawrence~~ made false and misleading representations to Named Plaintiffs and Class members – including but not limited to the representation that the Confessed Judgments Promissory Notes are legal, proper and enforceable – in order to induce ~~Plaintiffs~~ Plaintiff and Class Members to sign the Confessed Judgments Promissory Notes.

~~181. The Defendant Law Firms also Andrews & Lawrence~~ made false and misleading representations to ~~Named Plaintiffs and Class Members –the Court~~ including but not limited to the representation that the Confessed ~~Judgments~~ Judgment Promissory Notes are legal, proper and enforceable ~~–in order to induce Plaintiffs and that the affidavit contained within the~~ Complaints for Confession of Judgment was true and ~~Class Members to make payments under~~ the accurate.

182. Andrews & Lawrence also made false and misleading representations to Court when they refiled the same Confessed Judgments Judgment Promissory Notes; that had been denied in a different county without disclosing the denial.

108.183. Andrews & Lawrence threatened to, and did take an action that cannot legally be taken when they used the Confessed Judgment Promissory Notes to collect money and obtain Confessed Judgments against Plaintiffs and Class members.

109.184. Any monies paid by Plaintiffs and Class Members that resulted from the Defendant Law Firms' Andrews & Lawrence's use of the illegal Confessed Judgment Promissory Notes, constitute actual damages and must be repaid to Plaintiffs by the Defendant Law Firms Andrews & Lawrence pursuant to the FDCPA.

110.185. As a result of the Law Firms' Andrews & Lawrence's failure to comply with §1692e and use of an illegal Confessed Judgment Promissory Note, Plaintiffs Plaintiff and the Class suffered actual loss losses and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages as provided for in the FDCPA, 15 U.S.C. §1692k(a)(1), in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs statutory damages as provided for in the FDCPA, 15 U.S.C. §192k(a)(2);

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the Federal Rules of Civil Procedure;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney's fees; and

F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count III**

**Maryland Declaratory Judgment Act**

Md. Code Ann., Cts. & Jud. Proc., § 3-409

(against All Defendants)

~~111.186.~~ Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

~~112.187.~~ An actual controversy exists between Named Plaintiffs, the Class, ~~and~~ Andrews & Lawrence, the Defendant ~~Law Firms~~ Attorneys and the HOAs.

~~113.188.~~ Antagonistic claims are present between Named Plaintiffs, the Class, Andrews & Lawrence, the Defendant Attorneys, and the ~~Law Firms~~ HOAs which indicate imminent and inevitable litigation.

~~114.189.~~ Plaintiffs and the Class assert that the Confessed Judgment Promissory Notes are illegal, unfair, abusive or deceptive and in conflict with the essential public policy of the State of Maryland and thus, void *ab initio*.

~~115.190.~~ Plaintiffs and Class Members also assert that any ~~confessed judgments~~ Confessed Judgments obtained against Plaintiffs and Class Members, based upon the illegal Confessed Judgment Promissory Notes, were ~~illegal~~ illegally obtained and unenforceable, and thus, void *ab initio*.

~~116.191.~~ A declaratory judgment that establishes the illegality of the Confessed Judgment Promissory Notes and any Court ~~judgment~~ Judgment entered based upon it, will alleviate all uncertainty in this proceeding.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class:

~~A. Actual damages as provided for in, that the FDCPA, 15 U.S.C. §1692k(a)(1), in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes which, in an aggregated amount, exceeds \$75,000.00; Court:~~

~~B. Statutory damages as provided for in the FDCPA, 15 U.S.C. §192k(2).~~

~~C.A. A declaratory judgment under declaring Md. Code Ann., Cts. & Jud. Proc., § 3-409 that:~~

1. -The collection of payments pursuant to ~~at~~the Confessed Judgment Promissory Notes is an unfair, unconscionable, and illegal practice under 15 U.S.C. §1692f.
2. The Confessed Judgment Promissory Notes are void, illegal, unfair, abusive or deceptive and in conflict with the essential public policy of the State of Maryland and thus, Defendants may not collect upon the Confessed Judgment Promissory Notes and they are void *ab initio*.
3. Any ~~confessed judgments~~Confessed Judgments obtained against ~~Plaintiffs~~Plaintiff and Class members, based upon the illegal Confessed Judgment Promissory Notes, were illegally obtained and unenforceable, and thus, Defendants may not collect upon them and they are void *ab initio*.
4. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count IV**  
**Violation of the Maryland Consumer Debt Collection Act**  
Md. Code Ann., Comm. § 14-201 et seq.  
(against Andrews & Lawrence and the Defendant Attorneys)

192. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.



193. Andrews & Lawrence and the Defendant Attorneys are debt “collectors” as defined in Md. Code Ann., Comm. § 14-201(b).

194. The Confessed Judgment Promissory Notes arise from “consumer transactions” as defined in Md. Code Ann., Comm. § 14-201(c).

195. By using a contract related to a consumer transaction which contains a Confessed Judgment clause that waives the consumer’s right to assert a legal defense, Andrews & Lawrence are claiming and enforcing a right with knowledge that the right does not exist as defined by Md. Code Ann., Comm. § 14-202.

196. Andrews & Lawrence knew or should have known that the Confessed Judgment Promissory Notes violate the CPA and essential public policy of the State of Maryland and are void *ab initio* because: (1) the Defendant Attorneys are members of the Maryland Bar and thus are charged with knowledge of the laws of Maryland and (2) Courts in Maryland have denied many of Andrews & Lawrence’s previous Complaints for Confession of Judgment in the past as violating the Maryland Consumer Protection Act, Md. Code Ann., Comm. § 13-301.

197. Despite knowledge that the Confessed Judgment Promissory Notes are illegal, unenforceable and void *ab initio*, Andrews & Lawrence used the illegal Confessed Judgment Promissory Notes to enforce a right that does not exist and to collect monies from Plaintiffs and the Plaintiff Class.

198. The Confessed Judgment Promissory Notes are illegal instruments and cannot toll the statute of limitations for the debts evidenced within them. Thus, the Class Members do not actually owe all, if any, of the amounts Andrews & Lawrence is collecting.

199. Any monies paid by Plaintiffs and Class Members that resulted from the Andrews & Lawrence’s use of the illegal Confessed Judgment Promissory Notes constitute actual damages and must be repaid to Plaintiffs by the Andrews & Lawrence pursuant to the MCDCA.

200. As a result of the Andrews & Lawrence’s failure to comply with the MCDCA and use of illegal Confessed Judgment Promissory Notes, Plaintiff and the Class suffered actual loss, emotional distress, mental anguish, and other damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages as provided for in Md. Code Ann., Comm. § 14-203, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs damages for emotional distress or mental anguish suffered by Plaintiffs and the Class.

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest; and,

E. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count V**  
**Racketeer Influenced and Corrupt Organizations (RICO)**

18 U.S.C.A. § 1962(a)  
(Against All Defendants)

201. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

202. Each Named Plaintiff and each Class member is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

203. Andrews & Lawrence, each Defendant Attorney, each HOAs and each conspirator is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 18 U.S.C. 1962(a).

204. Andrews & Lawrence and the Defendant Attorneys through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an “enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

205. Andrews & Lawrence and each of the Defendant Attorneys acted as a principal, within the meaning of 18 U.S.C.A. § 2, in a pattern of racketeering and collection of unlawful debts.

206. Each of the conspirators used proceeds derived from a pattern of racketeering activity under 18 U.S.C. §§ 1961(1) and (5) to acquire an interest in, establish, and operate the enterprise.

207. These unlawful activities included multiple instances of mail and/or wire fraud in violation of 18 U.S.C. §§ 1341 and 1343, which occurred uniformly and consistently during the existence of the “enterprise” and permitted Andrews & Lawrence to maintain and operate them.

208. The purpose of the enterprise created by the Andrews & Lawrence was to pool resources and expertise to coerce Plaintiffs and Class Members to sign illegal and unconscionable Confessed Judgment Promissory Notes and then to use the Confessed Judgment Promissory Notes to collect monies arising from alleged consumer debts (which the Defendants were not entitled to collect in this fashion) and to profit from the scheme at the expense of the consumers.

209. The association-in-fact had a common or shared purpose, that is, to collect on alleged consumer debts using Confessed Judgment Promissory Notes, and had distinct divisions of labor. The HOAs and other Creditor Clients, acquired the original consumer debts and

Andrews & Lawrence and the Defendant Attorneys were employed to collect on the debts through the use of illegal Confessed Judgment Promissory Notes. The association has continued as a unit, with a core membership, over a substantial period of time, and is an ongoing organization established for an economic motive. Although the membership in the enterprise may have changed, and some of the lawyers and/or HOAs, sales finance companies and other creditors may have been added into the enterprise over time, the structure of the organization and the functions undertaken by its members remained constant. The association-in-fact remains viable and active at the time this action was filed.

210. Andrews & Lawrence, the Defendant Attorneys, and the Creditor Clients including the HOAs each played a substantial and distinct role in the scheme.

211. In the association-in-fact, Andrews & Lawrence and each Defendant Attorney agreed to work as an agent and debt collector for the HOAs, sales finance companies and/or other Creditor Clients, and use form Confessed Judgment Promissory Notes to collect on alleged consumer debts owed by the Named Plaintiffs and the Plaintiff Class.

212. Each member of the Class was coerced to sign a Confessed Judgment Promissory Note that illegally purported to allow Andrews & Lawrence to use the Confessed Judgment Promissory Note to collect payments on an alleged consumer debt on behalf of the Creditor Clients including the HOAs.

213. All of the activities of the association-in-fact form a pattern, continuous in nature, which consists of numerous unlawful individual acts directed to the Named Plaintiffs and each Class member. Andrews & Lawrence's illegal activities persisted over an extended period of time. Each Confessed Judgment Promissory Note was presented to each Plaintiff in furtherance of the conspiracy for which Andrews & Lawrence are liable. Plaintiffs' reliance on the validity of the Confessed Judgment Promissory Notes was reasonable and justified because the Andrews &

Lawrence and the Defendant Attorneys' representations and statuses as a prominent law firm in the community would and did cause persons of ordinary experience to be convinced of the legality and legitimacy of the operations.

214. The activities of Defendants entailed multiple instances of mail fraud consisting of intentional mail fraud intended to induce, and inducing, Plaintiffs and the Class to part with property and/or to surrender legal rights in violation of 18 U.S.C. § 1341.

215. The activities of Andrews & Lawrence, the Defendant Attorneys and the HOAs also entailed multiple instances of wire fraud consisting of intentional wire fraud intended to induce, and inducing, Plaintiff and the Class to part with property and/or to surrender legal rights in violation of 18 U.S.C. § 1343.

216. Defendants' multiple instances of mail fraud and wire fraud also were intended to represent to various Courts and Judges throughout the State of Maryland that the Complaints for Confession of Judgment, were commercial in nature and did not involve consumer transactions or consumer debts. The Courts and Judges to whom these representations were made reasonably relied upon the representations (including but not limited to the false and untrue attestations contained in the Complaints), and thus, in many instances entered the requested Confessed Judgment.

217. Through the use of these illegal and fraudulent schemes, and through their efforts to operate and maintain the enterprise described herein, to maintain the conspiracy and to facilitate the use of Confessed Judgment Promissory Notes arising from consumer transactions, Andrews & Lawrence, the Defendant Attorneys and the HOAs, through their conspiracy have been able to retain money which is rightfully payable to Plaintiffs and Class Members, and to collect money not properly due from Plaintiffs or Class Members.

218. Andrews & Lawrence, the Defendant Attorneys and the HOAs through their conspiracy retained these funds, gained illegally through the use and enforcement of Confessed Judgment Promissory Notes, and reinvested and used those funds in their operations in violation of 18 U.S.C. § 1962(a).

219. Furthermore, the co-conspirators each previously acquired illicit funds through similar fraudulent operations involving mail and/or wire fraud and used said proceeds to continue their schemes by investing in and operating Andrews & Lawrence's enterprise with the HOAs, sales finance companies and other Creditors.

220. Through the use of the illegal and fraudulent activities using Confessed Judgment Promissory Notes arising from consumer transactions, and through their efforts to operate and maintain the enterprise described herein, Andrews & Lawrence through their conspiracy have been able both to maintain the enterprise, and to profit from it at the expense of Plaintiffs and the Class.

221. Plaintiffs and all Class Members have been injured by reason of the violations of §1962(a), because Plaintiffs and all Class members made payments on invalid and illegal Confessed Judgment Promissory Notes, as a result of the reinvestment and use of funds by Andrews & Lawrence derived from the Defendants' pattern of racketeering activity to fund and operate their enterprise, and to facilitate and incentivize their conspiracies to use illegal Confessed Judgment Promissory Notes arising from consumer transactions.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs treble damages;

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the Federal Rules of Civil Procedure;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney's fees; and

F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VI**

Racketeer Influenced and Corrupt Organizations (RICO)

18 U.S.C.A. § 1962(c)

(against All Defendants)

222. Plaintiffs re-allege and incorporate by reference the allegations set out in the foregoing paragraphs as if fully set forth below.

223. Each Named Plaintiff and each Class Member is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

224. Andrews & Lawrence, the Defendant Attorneys, the HOAs, and the co-conspirator Creditor Clients are each “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

225. Andrews & Lawrence and the Defendant Attorneys, through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an

“enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

226. Andrews & Lawrence and the Defendant Attorneys were associated with the enterprise and participated in their management and operation by directing their affairs and by conducting business with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, and assisting in the fraudulent schemes described herein, to use Confessed Judgment Promissory Notes arising from consumer transactions in violation of Maryland Law. Andrews & Lawrence, the Defendant Attorneys, Goshen Run and Stonehedge each participated, directly and indirectly, in the conduct of the enterprise’s affairs through a pattern of unlawful activity under 18 U.S.C. § 1961(i)(b), 1961(5) and 1962(c), including multiple acts of mail and/or wire fraud, in violation of 18 U.S.C. § 1341 and/or § 1343.

227. Each Class Member suffered injury to his or her property, within the meaning of 18 U.S.C. § 1964(c), by reason of the Defendants’ violations of 18 U.S.C. § 1962(c).

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs treble damages;

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney’s fees; and



F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VII**  
**Racketeer Influenced and Corrupt Organizations (RICO)**  
**18 U.S.C.A. § 1962(d)**  
**(against All Defendants)**

228. Plaintiffs re-allege and incorporate by reference the allegations set out in the foregoing paragraphs as if fully set forth below.

229. Each Named Plaintiff and each Class Member is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

230. Andrews & Lawrence, Defendant Attorneys, and the HOAs and the co-conspirator Creditor Clients are “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(d).

231. Andrews & Lawrence and the Defendant Attorneys, through contractual arrangement and joint management activity, formed an association-in-fact with the Creditor Clients, including but not limited to Goshen Run and Stonehedge, which constitutes an “enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).

232. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators were associated with the enterprise described herein, and conspired within the meaning of 18 U.S.C. § 1962(d) to violate § 1962(a) and (c).

233. Andrews & Lawrence, the Defendant Attorneys, and the HOAs each knew of the RICO violations of the enterprise and agreed to facilitate those activities.

234. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators conspired to use or invest income derived from a pattern of

unlawful activity under 18 U.S.C. § 1961(1) to acquire an interest in, establish and operate the enterprise and have done so through a pattern of unlawful activity including under 18 U.S.C. § 1961(1), *inter alia*, multiple instances of mail and/or wire fraud in violation of 18 U.S.C. § 1341 and/or §1343.

235. Andrews & Lawrence, the Defendant Attorneys and Creditor Clients including the HOAs as co-conspirators conspired to operate, maintain control of, and maintain an interest in the enterprise and have done so through a pattern of unlawful activity including under 18 U.S.C. § 1961(1), *inter alia*, multiple instances of mail and/or wire fraud in violation of 18 U.S.C. § 1341 and/or §1343.

236. The Named Plaintiffs and each Class member have suffered injury to his or her property within the meaning of 18 U.S.C. § 1964(c) by reason of the commission of overt acts constituting illegal activity in violation of 18 U.S.C. §§ 1961(1) and 1962(d).

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages, as provided for in 18 U.S.C.A. § 1964, in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs treble damages;

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest;

E. Award Plaintiffs reasonable costs and attorney's fees; and

F. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count VIII**  
**Negligent Misrepresentation**

(Against Andrews & Lawrence and the Defendant Attorneys)

237. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

238. Andrews & Lawrence and the Defendant Attorneys owed a duty of care to Plaintiffs and the Plaintiff Class because of their status as attorneys and because of their affirmative actions creating a relationship with the Plaintiffs and the Plaintiff Class.

239. Andrews & Lawrence negligently asserted that Confessed Judgment Promissory Notes arising from consumer transactions were legal and valid instruments.

240. Andrews & Lawrence intended that their assertions would be acted upon by the Plaintiffs and the Class, and cause Plaintiffs and the Class to make payments on the illegal and unenforceable Confessed Judgment Promissory Notes.

241. Andrews & Lawrence knew or should have known that the Plaintiffs and the Class would rely on the erroneous representations that the Confessed Judgment Promissory Notes were legal and valid and further that Plaintiffs and Class Members would make payments as a result of that reliance.

242. Plaintiffs and the Class, in an inferior position in terms of both bargaining power and knowledge of the law, justifiably relied on Andrews & Lawrence's assertion as to the overall legality of the Confessed Judgment Promissory Notes, and made payments as a result of that reliance.

243. The reliance was justified because Andrews & Lawrence is a law firm with attorneys charged with knowledge of the law, a duty of candor to the Court and a duty of care to its clients.

244. Plaintiffs and the Plaintiff Class suffered actual loss, emotional distress, mental anguish, and other damages proximately caused by the Andrews & Lawrence's negligence.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

C. Award pre-judgment interest; and,

D. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count IX**  
**Fraud**

(Against Andrews & Lawrence and the Defendant Attorneys)

245. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

246. Andrews & Lawrence and the Defendant Attorneys owed a duty to the Plaintiffs and the Plaintiff Class.

247. Andrews & Lawrence made false representations to the Plaintiffs and Plaintiff Class that the Confessed Judgment Promissory Notes were valid and enforceable.

248. Andrews & Lawrence knew and/or recklessly disregarded the fact that the Confessed Judgment Promissory Notes violated the CPA and were, therefore, illegal, unenforceable and void *ab initio*.

249. The fact that the Confessed Judgment Promissory Notes were illegal, unenforceable and void is a material fact because the Plaintiffs and the Plaintiff Class could not be required to make payments on such contracts.

250. The misrepresentations were made for the purpose of defrauding the Plaintiffs and the Plaintiff Class and to coerce them into entering into illegal contracts for the repayment of allegedly owed consumer debts.

251. Plaintiffs and the Plaintiff Class relied to their detriment on the misrepresentations and had the right to rely on them when they made payments pursuant to the Confessed Judgment Promissory Notes.

252. Plaintiffs and the Plaintiff Class suffered actual loss, emotional distress and other damages caused by the Andrews & Lawrence's fraud.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Award Plaintiffs punitive damages;

C. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

D. Award pre-judgment interest;

E. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count XI**  
**Money Had and Received**  
**(against All Defendants)**

253. Plaintiffs incorporate into this paragraph the foregoing paragraphs of the Complaint.

254. As set forth above, the Andrews & Lawrence assessed and collected payments for HOAs, sales finance organizations and other Creditor Clients, pursuant to invalid and illegal Confessed Judgment Promissory Notes.

255. Andrews & Lawrence, the Defendant Attorneys and HOAs were aware of, and had knowledge of the fact that the Confessed Judgment Promissory Notes were illegal, unenforceable and void *ab initio*.

256. By doing so, the Andrews & Lawrence the Defendant Attorneys and the HOAs have come into the possession of money in the form of payments that they had, and have no right to, at law or in equity.

257. It would be inequitable for the Andrews & Lawrence, HOAs, sales finance organizations, and/or other Creditor Clients to retain any such monies that they had no legal right to at law or in equity.

258. As a result, Named Plaintiffs and Class members suffered damages.

WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Class, that the Court:

A. Award Plaintiffs actual damages in an amount equal to all amounts paid by Plaintiffs and Class members pursuant to the Confessed Judgment Promissory Notes;

B. Certify this case as a Plaintiff Class action pursuant to Rule 23(b)(1), (2) and/or (3) of the *Federal Rules of Civil Procedure*;

C. Award pre-judgment interest;

D. Award Plaintiffs such other and further relief as the Court deems just and proper.

**Count XII**  
**Violation of the Maryland Consumer Protection Act**  
Md. Code Ann., Com. Law § 13-101 et seq.  
(against the HOAs)

259. Plaintiffs re-allege and incorporate by reference the allegations set forth above as if fully set forth herein.

260. Maryland's Consumer Protection Act ("CPA"), Md. Code Ann., Com. Law § 13-101 et seq., prohibits any "person" from engaging in any unfair or deceptive trade practices, *inter alia*, in the collection of consumer debts. Md. Code Ann., Comm. § 13-303(3) and (4).

261. HOA dues that Plaintiffs owe to the HOAs qualify as a consumer debt because they are incurred for personal and/or household purposes as a result of purchasing a home subject to the rules and restrictions of a homeowner's association.

262. As a "person" under the CPA, § 13-101(h), HOAs are prohibited from engaging in unfair, abusive, or deceptive trade practices.

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

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

265. The CPA further prohibits Defendant from using a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action. Md. Code Ann., Comm. § 13-301(12).

266. In violation of the CPA, § 13-303(3) - (4) and § 13-301(1), Defendants represented to Named Plaintiffs and members of the Plaintiff Class that the Confessed Judgment Promissory

Notes were legal and enforceable and proceeded to collect payments based on those Notes and representations.

267. These representations were false and misleading and tended to and did deceive Named Plaintiffs and members of the Plaintiff Class, all of whom made payments the HOAs pursuant to the illegal Notes.

268. In violation of the CPA, § 13-303(3) - (4) and §13-301(3), Defendants failed to disclose to Named Plaintiff sand members of the Plaintiff Class certain material facts, including the fact that the Confessed Judgment Promissory Notes were prohibited by the CPA and therefore void and unenforceable.

269. These misrepresentations and failure to disclose material facts led Named Plaintiffs and members of the Plaintiff Class to make payments that were not due and that they would not have made had the HOAs informed them of the material facts. Defendants committed unfair and deceptive practices by collecting and attempting to collect on alleged debts which, in fact, were not due and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, § 13-101 *et seq.*, including § 13-303(3) and (4); § 13-301(1) and (3);

270. In violation of the § 13-301(12) the HOAs used a contract related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action when the collected money pursuant to the Confessed Judgment Promissory Notes and when they attached the Notes as a basis for the Confessed Judgment Complaints against the Plaintiffs.

271. As a result of Defendants' unfair, abusive and deceptive trade practices in violation of the CPA, Named Plaintiffs and members of the Plaintiff Class paid money pursuant to illegal Confessed Judgment Promissory Notes, suffered actual loss and other damages.



WHEREFORE, Plaintiffs demand, on behalf of themselves and the proposed Plaintiff

Class:

A. Actual damages;

~~D.B.~~ Reasonable attorney's fees to be determined; and,

~~E.C.~~ The costs of this action.

Dated: ~~October 24, 2017~~ \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
/s/ Richard S. Gordon

Richard S. Gordon, Federal Bar No. 06882  
Benjamin H. Carney, Federal Bar No. 27984  
Ashley A. Wetzel, Federal Bar No. 20196  
GORDON, WOLF & CARNEY, CHTD.  
100 West Pennsylvania Ave., St. 100  
Baltimore, Maryland 21204  
(410) 825-2300  
~~(410) 825-0066 (facsimile)~~

Joseph S. Mack

Alexa E. Bertinelli, Federal Bar No. 07210  
CIVIL JUSTICE, INC.  
520 W. Fayette St., Ste. 410  
Baltimore, MD 21201  
(410) 706-0174

*Attorneys for Named Plaintiffs and the Plaintiff Class*

By: \_\_\_\_\_

\_\_\_\_\_  
Richard S. Gordon

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury of all issues so triable.

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/s/ Richard S. Gordon  
Richard S. Gordon

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Maryland

Cumanda Cisneros, et al.

Plaintiff(s)

v.

Andrews & Lawrence Professional Services, LLC, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TORIN K. ANDREWS
9639 Dr. Perry Rd.
Suite 208 South
Ijamsville, MD 21754

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Richard S. Gordon and Ashley A. Wetzel Gordon Wolf & Carney Chtd. 100 W. Pennsylvania Ave. Suite 100 Towson, MD 21204
Alexa E. Bertinelli Civil Justice, Inc. 520 W. Fayette St., Ste. 410 Baltimore, MD 21201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Maryland

Cumanda Cisneros, et al.

Plaintiff(s)

v.

Andrews & Lawrence Professional Services, LLC, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) KARY B. LAWRENCE
9639 Dr. Perry Rd.
Suite 208 South
Ijamsville, MD 21754

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Richard S. Gordon and Ashley A. Wetzel Gordon Wolf & Carney Chtd. 100 W. Pennsylvania Ave. Suite 100 Towson, MD 21204
Alexa E. Bertinelli Civil Justice, Inc. 520 W. Fayette St., Ste. 410 Baltimore, MD 21201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
District of Maryland

Cumanda Cisneros, et al.

Plaintiff(s)

v.

Andrews & Lawrence Professional Services, LLC, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GOSHEN RUN HOMEOWNERS ASSOCIATION INC. c/o The Management Group Associates, Inc., Ste 100, 20440 Century Blvd. Germantown, Maryland 20874

Serve on Resident Agent: Jeff Gatlin The Management Group Associates, Inc., Ste 100, 20440 Century Blvd. Germantown, Maryland 20874

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Richard S. Gordon and Ashley A. Wetzel Gordon Wolf & Carney Chtd. 100 W. Pennsylvania Ave. Suite 100 Towson, MD 21204
Alexa E. Bertinelli Civil Justice, Inc. 520 W. Fayette St., Ste. 410 Baltimore, MD 21201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
District of Maryland

Cumanda Cisneros, et al.

Plaintiff(s)

v.

Andrews & Lawrence Professional Services, LLC, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) COUNCIL OF UNIT OWNERS OF STONEHEDGE CONDOMINIUM INC. c/o The Management Group Associates, Inc., Ste 100, 20440 Century Blvd. Germantown, Maryland 20874

Serve on Resident Agent: Jeff Gatlin The Management Group Associates, Inc., Ste 100, 20440 Century Blvd. Germantown, Maryland 20874

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Richard S. Gordon and Ashley A. Wetzel Gordon, Wolf & Carney Chtd. 100 W. Pennsylvania Ave. Suite 100 Towson, MD 21204
Alexa E. Bertinelli Civil Justice, Inc. 520 W. Fayette St., Ste. 410 Baltimore, MD 21201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Andrews & Lawrence Professional Services Among Defendants in Class Action Over Alleged Confessed Judgment Clause Scheme](#)

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