

IN THE CIRCUIT COURT OF MARYLAND FOR PRINCE GEORGE'S COUNTY

IM

FARANA-JAHAN ABDUL,
c/o Justly Prudent
16701 Melford Blvd., Suite 400
Bowie, Maryland 20715,

Case No. C-16-CV-26-006164

DEMAND FOR JURY TRIAL

Plaintiff,

v.

TOWN OF CHEVERLY, MARYLAND,
Serve By Private Process On:
Micah L. Watson
Mayor
6401 Forest Road
Cheverly, Maryland 20785,

Defendant.

/

COMPLAINT FOR RETALIATION

Plaintiff Farana-Jahan Abdul ("Abdul"), for her complaint against Defendant Town of Cheverly, Maryland (the "Town"), alleges the following:

1. Abdul brings this action to seek redress for the Town's discharge of Abdul from her position as Deputy Town Administrator in retaliation for her opposition to sexual harassment in the Town's workplace, in violation of the Maryland Fair Employment Practices Act, Md. Code Ann., State Gov't § 20-606(f) ("MFEP").
2. On July 29, 2025, Abdul reported to the Town's Vice Mayor and to the Town Attorney that the Town Administrator had told a female subordinate during her performance evaluation that he loved her, and that the subordinate had told Abdul that his conduct toward her had been going on for a long time and that she wanted it to stop.

3. In the weeks that followed, the Town removed duties and system access from Abdul, and on August 19, 2025, Abdul submitted written complaints to the Mayor, the Vice Mayor, and the Town Attorney. Three days later, the Mayor and Council discharged her. Abdul had received a raise in July 2025 and had never been counseled, warned, or disciplined.

4. Abdul seeks a judgment against the Town in an amount exceeding \$75,000 for back pay, front pay, compensatory damages, interest, and the costs and attorney fees she has incurred in connection with this action.

JURISDICTION AND VENUE

5. The Court has jurisdiction over this action under Md. Code Ann., Cts. & Jud. Proc. § 1-501 and Md. Code Ann., State Gov't § 20-1013(a).

6. Venue is proper in this Court under Md. Code Ann., State Gov't § 20-1013(b) because the unlawful employment practice alleged in this Complaint occurred in Prince George's County, and under Md. Code Ann., Cts. & Jud. Proc. § 6-201(a) because the Town carries on its regular business in Prince George's County.

THE PARTIES

7. Plaintiff Farana-Jahan Abdul is the former Deputy Town Administrator of the Town. Abdul resides in Anne Arundel County, Maryland.

8. Defendant Town of Cheverly, Maryland is a municipal corporation organized under the laws of Maryland. The Town's offices are located at 6401 Forest Road, Cheverly, Maryland 20785, in Prince George's County. During 2025, the Town employed fifteen or more employees for each working day in each of twenty or more calendar weeks, and the Town is an "employer" within the meaning of Md. Code Ann., State Gov't § 20-601(d).

BACKGROUND

9. Before joining the Town, Abdul served for more than 20 years with the Prince George's County Police Department, from which she retired as a sergeant.

10. By letter dated March 31, 2025, the Town Administrator, Dylan O. Galloway ("Galloway"), offered Abdul employment with the Town at an annual salary of \$105,000.

11. On or about April 25, 2025, the Town hired Abdul as Deputy Town Administrator.

12. The Deputy Town Administrator is an executive-level position that reports to the Town Administrator.

13. The Town's job description for the position assigns the Deputy Town Administrator responsibility for human resource management, including overseeing personnel operations and recommending and implementing human resources practices.

14. Galloway was Abdul's direct supervisor.

15. The Town Administrator reports to the Mayor and Council.

16. In July 2025, Galloway approved an increase in Abdul's annual salary from \$105,000 to approximately \$123,406.

17. When the increase was approved, Galloway told Abdul that the staff had "nothing but praise" for her and that the Mayor and Council had "nothing but praise" for her.

18. At no time during her employment did the Town counsel, warn, reprimand, or discipline Abdul.

Galloway's Conduct Toward Yvonne White

19. On July 25, 2025, Abdul attended the annual performance evaluation of Yvonne White ("White"), the Town's Office Aide and Youth Development Coordinator, which Galloway conducted in his office.

20. Galloway told White that he had not prepared her evaluation but that her scores were “excellent.”

21. Galloway then told White, “Yvonne, you know I love you,” and, after White and Abdul exchanged looks, added that he loved White “like a sister.”

22. Galloway told White that she could call him at any time, “even if it’s 3 a.m.,” and that he would “come locked and ready.”

23. Galloway also told White that she would be the only person to have keys to his new office.

24. After the meeting, White asked Abdul, “See the way he talks to me?”

25. Later that day, White told Abdul by telephone that Galloway’s conduct toward her had been going on for a long time and that she wanted it to stop.

26. White told Abdul that Galloway had invited her for drinks after work and had insisted that she accompany him to the gym.

27. White told Abdul that she shared the location of her iPhone with Galloway and was nervous to turn it off because Galloway gets “funny” when she does.

28. White told Abdul that she had never declined Galloway’s invitations because she believed she had to go out with her supervisor.

29. White also told Abdul that she had felt pressured to babysit Galloway’s daughter.

Abdul Reports Galloway’s Conduct

30. In late July 2025, before her meeting with Bryner described below, Abdul reported Galloway’s conduct toward White to Deputy Police Chief Jennifer Krauss (“Krauss”) and to Police Chief David C. Morris (“Morris”), who was serving as Acting Town Administrator while Galloway was on vacation.

31. Morris told Abdul not to contact the Mayor or other elected officials about her report.

32. In relaying White's account to Morris and Krauss, Abdul repeated, as White's words, a vulgar description of Galloway that White had used in complaining to Abdul about Galloway's conduct toward her.

33. On or about July 28 or 29, 2025, Abdul sent Vice Mayor Nicole Bryner ("Bryner") a text message asking to meet, in which Abdul wrote that she was "very scared to share and cannot afford to lose my job," and that "[i]t affects me and Yvonne."

34. Bryner met with Abdul at Town Hall on the evening of July 29, 2025.

35. Abdul reported to Bryner what Galloway had said to White during the July 25 evaluation and what White had told Abdul about Galloway's invitations, the location sharing, and White's wish that Galloway's conduct stop.

36. Abdul told Bryner that "the way [Galloway] presented [White]'s evaluation was disgusting," and that Abdul was disgusted with herself for having listened to Galloway "say all these inappropriate things to [White]" without doing anything about it.

37. Bryner responded that the report was "a lot to digest" and directed Abdul to tell Town employees to stop sharing their locations with Galloway.

38. On or about July 29, 2025, Abdul made the same report to the Town Attorney, Jason DeLoach ("DeLoach"), and informed DeLoach that the Town had no protocol for reporting such conduct.

39. Morris and Krauss also relayed Abdul's report to DeLoach, who then allegedly investigated it.

40. The Town has described the allegations that Abdul relayed as including that Galloway told White he “loved” her in a meeting multiple times, that Galloway was tracking White on his cell phone and refused to let her remove the tracking, that Galloway made White babysit his children, and that Galloway invited White out alone for drinks after hours.

41. In one of their meetings with Abdul about her report, Morris and Krauss told her, “You need to go back and tell your people, if they want to do all these complaints, we could have a worse off Town administrator.”

The Town Attorney’s Investigation

42. DeLoach interviewed Abdul by telephone, for no more than about one hour, and told her that he was recording the interview.

43. DeLoach did not tell Abdul that her own conduct or truthfulness was under review, and he did not present to Abdul any accusation against her.

44. DeLoach later told Abdul that Galloway had “crossed the line” but that no wrongdoing had been found.

45. In a position statement submitted to the U.S. Equal Employment Opportunity Commission (“EEOC”) on March 10, 2026, the Town acknowledged that Galloway invited employees out for drinks after work and to the gym, that White’s telephone location had been shared with Galloway, and that White “did feel pressured to agree to babysit,” an issue the Town stated “was corrected by Mr. Galloway.”

46. In its position statement, the Town did not deny that Galloway told White that he loved her; it asserted instead that neither Galloway nor White supported “that there was any sexual connotation to the comments.”

47. Upon information and belief, by early August 2025, Galloway had learned of Abdul's report. The bases for this belief are that Galloway attended the July 31, 2025 closed session described below with DeLoach and the Mayor and Council, and that the Town's position statement relies on Galloway's account of the conduct that Abdul reported.

The July 31, 2025 Closed Session

48. On July 31, 2025, two days after Abdul's reports to Bryner and DeLoach, the Mayor and Council convened in closed session at the conclusion of a special meeting, with Galloway and DeLoach present, to discuss personnel matters and other subjects.

49. According to the Town's written summary of the closed session, Galloway "discussed the roles of a specific employee and provided an update on the employee's progress in that role," and "advised the Mayor and Council on the current and future status of a specific employee of the town."

50. Upon information and belief, Abdul was an employee discussed in the July 31, 2025 closed session. The basis for this belief is that Town Clerk Giselle Richards later told Abdul that others were saying Abdul was "not ready" for her position and that the Mayor wanted to know what work Abdul performed.

The Town Removes Abdul's Duties and Access

51. On August 6, 2025, Mayor Micah L. Watson ("Watson") sent Abdul a text message asking her to give him a tour of the Town's Eley Building on August 8, 2025.

52. Abdul informed Galloway, who was on vacation and had asked Abdul for daily updates, of Watson's request.

53. Galloway told Abdul that he preferred that Public Works Director Steve Brayman (“Brayman”) conduct the tour, and when Abdul responded that she could conduct it, Galloway replied, “I’d like Steve to do it.”

54. On August 7, 2025, while seated in her vehicle with the Town’s intern before the ribbon-cutting ceremony for Boyd Park, Abdul told Brayman that she would not be conducting the Eley Building walkthrough because of Galloway’s instructions.

55. Brayman responded, “Yeah, . . . when people and lines meet, the Me-Too Movement happens.”

56. After Brayman walked away, the intern asked Abdul whether the Me-Too Movement was “about rape” and why Brayman had said it.

57. Later that day, Abdul reported Brayman’s remark to DeLoach by telephone, and DeLoach advised her to place a record of the remark in Brayman’s file.

58. On August 12, 2025, Abdul reported Brayman’s remark to Galloway, who took notes and called DeLoach.

59. In July 2025, before Abdul’s report, Galloway had arranged for the Town’s outside accountant to train Abdul and other employees on the Town’s bookkeeping system, after which Abdul was to take over the Town’s accounting functions.

60. On August 12, 2025, when Abdul asked Galloway when the accounting training would be rescheduled, Galloway told her that it would be cancelled, citing objections from another employee.

61. Before August 14, 2025, Abdul’s duties included reviewing and approving receipts submitted through the Town’s Bill.com account and approving transactions in the Town’s Divvy account.

62. At 6:16 p.m. on August 14, 2025, Galloway announced by email to Town staff, including Abdul, that the Town had “officially finalized the transfer of Bill.com management” to an outside accounting firm and that Galloway would approve bills himself.

63. Galloway’s email stated that the transfer followed “many discussions since January.” Before August 14, 2025, no one had told Abdul of any plan to transfer the Town’s accounting functions.

64. Also on August 14, 2025, when Abdul asked Galloway whether any changes were needed to the annual employee work-from-home agreements that she was preparing, Galloway told her that he would complete them himself.

65. On August 18, 2025, Abdul lost access to many of her shared files, and she stopped receiving most regular Town emails and departmental updates.

66. By August 18, 2025, Galloway had removed most of Abdul’s duties.

67. On August 21, 2025, the Town revoked Abdul’s administrative rights in the Town’s Paychex payroll system, and notice of the revocation was sent to the Town’s payroll staff.

68. The Town has stated that the reassignment of Abdul’s tasks and the restriction of her access were “necessary transition steps or precautions in light of her imminent dismissal.”

Abdul’s August 19, 2025 Complaints and Her Discharge

69. On August 11, 2025, the Mayor and Council met in closed session.

70. At 9:52 a.m. on August 19, 2025, Abdul emailed DeLoach a written account of Brayman’s August 7th remark, which stated that the remark “took place after I reported the Evaluation incident.”

71. Also on August 19, 2025, Abdul emailed a letter to DeLoach, Watson, and Bryner giving “formal notice to the Town of Cheverly and its administrators” of violations she had encountered, including the absence of any reporting system or training materials addressing workplace harassment.

72. In the letter, Abdul stated that “[t]he continued behavior by Town Manager has and continues to create a hostile atmosphere in my workspace.”

73. In the letter, Abdul asked the Town to adopt “workplace harassment reporting mechanisms” and to allow human resources matters to be investigated and reported to legal counsel “without interference or retaliation.”

74. On August 20, 2025, the day after Abdul’s August 19th complaints, the Mayor and Council met in closed session.

75. On August 22, 2025, Watson, in the presence of Bryner and Morris, handed Abdul a letter terminating her employment effective immediately.

76. The letter, signed by Watson, stated that “the Mayor and Council (‘Council’) have determined that you are not a suitable fit for a permanent position as Deputy Town Administrator.”

77. The letter stated that “[t]he basis for this decision was your insensitive and unprofessional remarks made against an elected official and the town administrator, which were made to multiple Town employees,” and that the Council had determined that Abdul had “been dishonest with an elected official, a department head, and town personnel.”

78. The letter did not identify any remark that Abdul had made, any statement by Abdul that the Council considered dishonest, or any person to whom such a remark or statement had been made.

79. The letter did not mention Abdul's July 29th report or her August 19th complaints.

80. When Abdul asked Watson to explain the letter's reference to her remarks, Watson responded, "It's our decision."

81. Before August 22, 2025, no one at the Town had told Abdul that the Town was examining her own conduct or truthfulness, and the Town had not given her an opportunity to respond to any accusation.

The Town's Later Explanations

82. In its position statement, the Town stated that the basis for Abdul's termination "resulted from the Town Attorney's investigation of allegations," and it described that investigation as an investigation of Abdul's allegations concerning Galloway's conduct toward White.

83. In its position statement, the Town also asserted that Abdul had reported Galloway's comments to Bryner "with a strong sexual context that did not exist."

84. In its position statement, the Town further asserted a ground that the termination letter did not mention: Abdul's "general insubordination and dysfunctional and confrontational approach to her supervisor."

85. Upon information and belief, the "insensitive and unprofessional remarks" and the dishonesty referred to in the termination letter consist, in whole or in substantial part, of statements that Abdul made in reporting Galloway's conduct toward White and in DeLoach's investigation of that report. The basis for this belief is that the Town's position statement attributes to Abdul a vulgar description of Galloway and statements to Bryner and DeLoach that Abdul made in the course of her report and DeLoach's investigation of it.

86. Abdul did not make the vulgar remarks about a member of the Town Council that the Town has attributed to her.

87. Upon information and belief, after Abdul's discharge the Town informed the Maryland Division of Unemployment Insurance that Abdul had not been terminated. The basis for this belief is the explanation that Abdul received through the unemployment insurance portal when her claim for benefits was denied.

Abdul's Damages

88. At the time of her discharge, Abdul's compensation included an annual salary of approximately \$123,000, Town-paid health insurance, a Town contribution to her deferred compensation account, and Town-paid tuition assistance.

89. Abdul was unemployed from August 22, 2025 through November 14, 2025, despite applying for numerous positions.

90. Since November 14, 2025, Abdul has worked as an administrative officer for the Maryland Department of the Environment at an annual salary of \$60,000.

91. Abdul continues to lose wages and benefits as a result of her discharge, including the difference between her salary at the Town and her current salary.

92. As a result of her discharge, Abdul has suffered emotional distress, embarrassment, and humiliation, and damage to her professional reputation.

Administrative Prerequisites

93. On or about January 9, 2026, Abdul submitted a Charge of Discrimination against the Town, which was filed with the EEOC on or about January 12, 2026, as Charge No. 531-2025-05298.

94. The charge alleged that the Town retaliated against Abdul and requested that the charge be dual-filed with the Maryland Commission on Civil Rights under the agencies' work-sharing agreement.

95. The charge was filed 143 days after Abdul's discharge and was timely.

96. On July 23, 2026, the EEOC issued a Determination and Notice of Rights dismissing the charge.

97. This action is filed within two years of Abdul's discharge on August 22, 2025.

COUNT I
Retaliation Under State Gov't § 20-606(f) by the Town

98. Abdul incorporates herein the allegations set forth in paragraphs 1 through 97, above.

99. The Maryland Fair Employment Practices Act prohibits an employer from discriminating or retaliating against any of its employees because the employee has opposed any practice prohibited by MFEPA.

100. MFEPA prohibits an employer from discriminating against an employee because of sex with respect to the terms, conditions, or privileges of employment, including through harassment, which MFEPA defines to include unwelcome and offensive conduct that need not be severe or pervasive.

101. Abdul opposed practices prohibited by MFEPA when she reported Galloway's conduct toward White to Krauss and Morris in late July 2025 and to Bryner and DeLoach on July 29, 2025, and when she described that conduct to DeLoach in his investigation of her report.

102. Abdul further opposed practices prohibited by MFEPA when she reported Brayman's "Me-Too Movement" remark to DeLoach on August 7, 2025, to Galloway on August 12, 2025, and in writing to DeLoach on August 19, 2025, and when she complained in writing on

August 19, 2025, to Watson, Bryner, and DeLoach of a hostile atmosphere created by Galloway's conduct and of the absence of any mechanism for reporting workplace harassment.

103. Abdul reasonably and in good faith believed that the conduct she reported was harassment based on sex prohibited by MFEPA. Galloway, White's supervisor, told White during her performance evaluation that he loved her and would "come locked and ready" at any hour; White told Abdul that Galloway's conduct had been going on for a long time and that she wanted it to stop; DeLoach told Abdul that Galloway had "crossed the line"; and the Town has since acknowledged several of the facts that Abdul reported.

104. The Town knew of Abdul's protected activity. Bryner, a member of the Mayor and Council that discharged Abdul, received Abdul's July 29 report; DeLoach, who investigated that report and attended the July 31, 2025 closed session with the Mayor and Council, received each of Abdul's reports; and Watson received Abdul's August 19 letter.

105. The Town took materially adverse actions against Abdul that would dissuade a reasonable employee from making or supporting a complaint of harassment, including: (a) reassigning the Mayor's requested tour of the Eley Building; (b) cancelling the accounting training that was to prepare Abdul to take over the Town's accounting functions; (c) transferring those functions and the approvals Abdul had performed to an outside firm and to Galloway; (d) removing her other duties and her access to shared files and the payroll system; and (e) discharging her.

106. The Town discharged Abdul because of her protected activity. The Mayor and Council met in closed session to discuss the status of a specific employee two days after Abdul's reports to Bryner and DeLoach; the Town began reassigning work away from Abdul eight days

after those reports; and the Mayor and Council met in closed session the day after, and discharged Abdul three days after, her August 19th complaints.

107. The reasons the Town has given for the discharge are not the true reasons for it. Abdul had received a raise in July 2025 and had never been counseled, warned, or disciplined; the termination letter identified no remark and no false statement; the Town never told Abdul that her own conduct was under review or allowed her to respond; the official who investigated Abdul's report was the Town Attorney to whom she had made it; and the Town has since tied the discharge to the content of Abdul's report, asserting that she described Galloway's comments to Bryner "with a strong sexual context that did not exist."

108. But for Abdul's protected activity, the Town would not have discharged her or taken the other adverse actions described above.

109. As a result of the Town's retaliation, Abdul has suffered and continues to suffer substantial harm.

PRAYER FOR RELIEF

Plaintiff Farana-Jahan Abdul respectfully requests that the Court enter judgment on the Complaint, in her favor and against Defendant Town of Cheverly, Maryland, in an amount exceeding \$75,000, as follows:

- A. Declare that the Town violated Md. Code Ann., State Gov't § 20-606(f) by retaliating against Abdul for opposing practices prohibited by MFEPA;
- B. Award Abdul appropriate amounts of back pay, including lost wages and benefits, and front pay in lieu of reinstatement, in fair and reasonable amounts to be determined at trial;
- C. Award Abdul compensatory damages for the harm she suffered as a result of the Town's conduct, in a fair and reasonable amount to be determined at trial;

D. Order the Town to remove from Abdul's personnel file the August 22, 2025 termination letter and the grounds stated in it;

E. Award Abdul the costs and fees she incurred in connection with this action, including reasonable attorney fees;

F. Award Abdul pre-judgment and post-judgment interest; and

G. Grant Abdul such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

In accordance with Maryland Rule 2-325(a), Plaintiff Farana-Jahan Abdul elects a trial by jury on all issues triable of right by a jury.

Dated: October 15, 2026

/s/ Jordan D. Howlette
JORDAN D. HOWLETTE
MD AIS No.: 2006110003
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jordan@justlyprudent.com
Counsel for Plaintiff

CIVIL – NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a).
Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT **CASE NUMBER** C-16-CV-26-006164

CASE NAME: FARANA-JAHAN ABDUL Plaintiff vs. TOWN OF CHEVERLY, MARYLAND (Clerk to insert) Defendant

PARTY'S NAME: _____ **PHONE:** _____

PARTY'S ADDRESS: _____

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Jordan Howlette **PHONE:** (202) 921-6005

PARTY'S ATTORNEY'S ADDRESS: 16701 Melford Blvd., Suite 400, Bowie, Maryland 20715

PARTY'S ATTORNEY'S E-MAIL: jordan@justlyprudent.com

JURY DEMAND? ☒ Yes ☐ No

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

ANTICIPATED LENGTH OF TRIAL?: _____ hours 3 days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

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

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

TORTS

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

CONTRACT

- ☐ Asbestos
- ☐ Breach
- ☐ Business and Commercial
- ☐ Confessed Judgment (Cont'd)
- ☐ Construction
- ☐ Debt

- ☐ Fraud
- ☐ Government
- ☐ Insurance
- ☐ Product Liability
- PROPERTY**
- ☐ Adverse Possession
- ☐ Breach of Lease
- ☐ Detinue
- ☐ Distress/Distrain
- ☐ Ejectment
- ☐ Forcible Entry/Detainer
- ☐ Foreclosure

- ☐ Commercial
- ☐ Residential
- ☐ Currency or Vehicle
- ☐ Deed of Trust
- ☐ Land Installments
- ☐ Lien
- ☐ Mortgage
- ☐ Right of Redemption
- ☐ Statement Condo

- ☐ Forfeiture of Property/Personal Item
- ☐ Fraudulent Conveyance
- ☐ Landlord-Tenant
- ☐ Lis Pendens
- ☐ Mechanic's Lien
- ☐ Ownership
- ☐ Partition/Sale in Lieu
- ☐ Quiet Title
- ☐ Rent Escrow
- ☐ Return of Seized Property
- ☐ Right of Redemption
- ☐ Tenant Holding Over

PUBLIC LAW

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

EMPLOYMENT

- ☐ ADA
- ☐ Conspiracy
- ☒ EEO/HR
- ☐ FLSA
- ☐ FMLA
- ☐ Worker's Compensation
- ☐ Wrongful Termination

INDEPENDENT PROCEEDINGS

- ☐ Assumption of Jurisdiction
- ☐ Authorized Sale
- ☐ Attorney Appointment
- ☐ Body Attachment Issuance
- ☐ Commission Issuance

- ☐ Constructive Trust
- ☐ Contempt
- ☐ Deposition Notice
- ☐ Dist Ct Mtn Appeal
- ☐ Financial
- ☐ Grand Jury/Petit Jury
- ☐ Miscellaneous
- ☐ Perpetuate
- ☐ Testimony/Evidence
- ☐ Prod. of Documents Req.
- ☐ Receivership
- ☐ Sentence Transfer
- ☐ Set Aside Deed
- ☐ Special Adm. – Atty
- ☐ Subpoena Issue/Quash
- ☐ Trust Established
- ☐ Trustee Substitution/Removal
- ☐ Witness Appearance-Compel

PEACE ORDER

- ☐ Peace Order

EQUITY

- ☐ Declaratory Judgment
- ☐ Equitable Relief
- ☐ Injunctive Relief
- ☐ Mandamus

OTHER

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

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

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

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

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

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

- ☐ Under \$10,000
 ☐ \$10,000 - \$30,000
 ☐ \$30,000 - \$100,000
 ☒ Over \$100,000
☐ Medical Bills \$ _____
 ☐ Wage Loss \$ _____
 ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

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

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

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

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

(Case will be tracked accordingly)

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

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

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

- | | |
|---|---|
| ☐ Expedited - Trial within 7 months of Defendant's response | ☐ Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

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

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

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

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

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

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

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

CIRCUIT COURT FOR BALTIMORE COUNTY

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

October 15, 2026

Date

16701 Melford Blvd., Suite 400

Street Address

Bowie

City

MD

State

20715

Zip Code

Jordan D. Howlette

Signature of Attorney/Party

2006110003

Attorney Number

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