

ORIGINAL

No. 25-5523

25-5523

FILED

AUG 20 2024

OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE
SUPREME COURT OF THE UNITED STATES

Mohamed A. Ibrahim — PETITIONER
(Your Name)

vs.

Allison L. Lynn — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

The Supreme Court of Maryland
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Mohamed A. Ibrahim

(Your Name)

116 W. Pennsylvania Ave,

(Address)

Towson, MD, 21204

(City, State, Zip Code)

771-200-7066
(Phone Number)

IN The Supreme Court of The United States

QUESTIONS PRESENTED

1- Whether a Maryland state courts' failure to recognize and accommodate a documented mental disability who is suffering from:

A- Dementia and Alzheimer's disease.

B- Memory Impairment.

C- Major depressive disorder.

D- Learning Difficulty.

E- Mild Cognitive impairment.

F- Severe Depression and Social Anxiety.

When enforcing a marital settlement agreement violates the Due Process Clause of the Fifth (5th) V & Fourteenth (14th) XIV Amendments Rights, particularly when the petitioner lacked the mental capacity to understand or consent to the agreement's terms and conditions?

2- Whether a Maryland courts' enforcement of a marital settlement agreement against a party with clinically diagnosed Dementia, Alzheimer's, And other documented mental disabilities, without providing adequate procedural safeguards, violates fundamental constitutional principles of fairness and due process Clause of U.S. Const. Fourteenth (14TH) Amendment XIV?

3- Whether a Maryland state courts' failure to provide reasonable accommodations for a mentally disabled litigant in family court proceedings constitutes discrimination in violation of the Equal Protection Clause of the Fourteenth XIV Amendment and the Americans with Disabilities Act?

4- Whether there is a compelling public interest in The Supreme Court review when state courts systematically fail to protect vulnerable parties with Mental disabilities in marital settlement agreements, raising significant constitutional concerns that affect similarly situated individuals nationwide?

5- The Supreme Court has discretionary jurisdiction over state courts' decisions Under 28 U.S.C. § 1257(a).

The Supreme Court of The USA should grant certiorari when The Petition attempts to frame the case as raising important federal questions about constitutional Protections for mentally disabled individuals.

Parties To The Proceeding

(x) All parties appear in the caption of the case on The Cover Page.

() All parties **do not** appear in the caption of the case on The Cover Page. A list of All parties to the proceeding in the court whose judgment is the subject of this Petition is as follows:

Mr. Mohamed A. Ibrahim is The Petitioner, he is an individual person.

And Ms. Allison L. Lynn is The Respondent, she is an individual person as well.

All parties appear in the caption of the case on the cover page.

The Petitioner:

Mohamed A. Ibrahim - Pro Se Petitioner

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The Respondent's Attorney:

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RELATED CASES

1- The Supreme Court of Maryland Case Number: **SCM-PET-0073-2024**

2- The Appellate Court of Maryland Case Number: **ACM-REG-1097-2023**

3- The Circuit Court of Baltimore County Case Number: **C-03-FM-21-000945**

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Petition for Writ of Certiorari

Petitioner Mohamed A. Ibrahim respectfully petitions for a writ of certiorari to review the judgment of The Maryland State Courts'.

OPINIONS BELOW

The order of the Supreme Court of Maryland denying Petition for writ of certiorari is Unpublished and is reproduced in the (Appendix-1)

The decision of the Maryland Court of Special Appeals denying Mr. Ibrahim's Petition

is reported as Ibrahim v. Lynn, No. 0073-2024 (Md. Ct. Spec. App. May 31, 2024).

The Supreme Court of Maryland case is unreported with the name Ibrahim v. Lynn,

The Supreme Court of Maryland Case Number: SCM-PET-0073-2024

The opinion of the Appellate Court of Maryland is Unpublished and is reproduced in the (Appendix-2)

JURISDICTION

The Petitioner Mohamed Ibrahim invokes this Court's jurisdiction under 28 U.S.C. § 1257(a),

The Court should grant certiorari when The Petition attempts to frame the case as raising important federal questions about constitutional Protections for mentally disabled individuals.

Having filed this Petition for a Writ of Certiorari within ninety (90) days of the judgment,

Of The Supreme Court of Maryland of Special Appeals on May 31, 2024.

Constitutional and Statutory Provisions Involved

United States Constitution, Fifth (5TH) Amendment V:

No person shall be held to answer for a capital or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, Except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger.

The Due Process Clause of the **Fifth (5TH) Amendment V** to the United States Constitution, which provides:

"No person shall be... Deprived of Life, Liberty, or Property, without due process of law."

- Nor shall any person be subject for the same offense to be put twice in Jeopardy of Life or Limb.
- Nor shall be compelled in any criminal case to be a witness against Himself,
- Nor be deprived of life, liberty, or property, without Due process of law.
- Nor shall private property be taken for public use, without just Compensation.

United States Constitution, U.S. Const. Fourteenth (14TH) Amendment XIV:

U.S. Constitution, Amendment (14TH) XIV, Section 1: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States.

- Nor shall any State deprive any person of Life, Liberty, or Property, without Due process of law;

- Nor deny to any person within its jurisdiction The Equal protection of the laws."

- All persons Born or Naturalized in the USA, and subject to The Jurisdiction thereof Are Citizens of the USA and of the State wherein they reside.

- No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States.

- Nor shall any State deprive any person of life, liberty, or property, without due process of law.

- Nor deny to any person within its jurisdiction the equal protection of the laws.

Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (Relevant Portions):

1- Section 12101(a)(3): "Prohibits Discrimination against individuals with disabilities in all areas of public life, including state court proceedings.

2- Section 12132: "Subject to the provisions of this subchapter, No qualified individual with a disability shall, by reason of such disability,

Be excluded from participation in or be denied the benefits of the services, programs, or activities of a Public entity,

Or be subjected to discrimination by any such entity.

3- Maryland Fam Law Article § 8-101 et seq., which governs property disposition in divorce and annulment.

4- Maryland Fam. Law § 8-205 (c): "The court may enforce a valid agreement between the parties with respect to Alimony or a monetary award, or both, in accordance with the agreement's provisions."

5- Maryland common law regarding mental capacity and confidential relationships in marital settlement agreements, as established in Cannon v. Cannon, 384 Md. 537 (2005) and Hresko v. Hresko, 83 Md. App. 228 (1990).

SUMMARY OF ARGUMENT

This petition challenges the constitutionality of enforcing a Marital Settlement Agreement (MSA) against a mentally disabled individual who lacked the capacity to understand or consent to its terms. Petitioner Mohamed A. Ibrahim, who suffers from documented cognitive impairments including dementia and Alzheimer's, was denied meaningful participation in the legal process due to the courts' failure to provide accommodations, conduct a competency hearing, or appoint guardian ad litem.

The Maryland courts' decisions violate core protections under the Due Process & Equal Protection Clauses of **Fourteenth (14TH) Amendment XIV** and the Americans with Disabilities Act (ADA). This case presents a recurring and unresolved constitutional issue with national implications: how state courts must protect the rights of disabled individuals in family law proceedings. The Supreme Court's intervention is necessary to ensure that vulnerable litigants are not stripped of their rights through coerced or unconscionable settlements. Aligning with precedents voiding agreements Procured through exploitation (**Cannon v. Cannon**, 384 Md. 537 (2005), invalidating MSAs for incapacity and unfairness)

STATEMENT OF THE CASE

I. Factual Background: (A)- Marriage and Family History.

The Petitioner Mohamed A. Ibrahim suffers from documented mental disability including Dementia and Alzheimer's, as evidenced by his approval for Supplemental Security Income (SSI) benefits and MTA Mobility transportation for Americans with disabilities. (**Appendix-5**), (**5-A**) and (**5-B**). He was under psychiatric supervision in Egypt before trial in 2019 and was taking mental health medications, including narcotics, during the relevant periods of this case. *Id.*

The Petitioner and Respondent Allison L. Lynn were married on [07-22-2011] and have Two children together.

On May 24, 2023, the parties executed a Marital Settlement Agreement (MSA).

The Petitioner alleges that at the time of execution, he lacked the mental capacity to understand the Nature and Consequences of this agreement Due to his documented mental disability and medication regimen.

The MSA contains Provisions regarding property division, financial obligations, and child custody/visitation that Petitioner contends are substantively Unfair and Unconscionable. Specifically,

(B)- The Petitioner's Medical Records contains extensive medical documentation confirming Petitioner's mental disabilities, including:

At the time the MSA was executed, the petitioner suffered from multiple documented mental and financial impairments that severely impacted his ability to knowingly and voluntarily enter into any legal agreement: **Mental Disability Evidence:**

- Diagnosed with dementia and Alzheimer's by a licensed neurologist (**Appendix-5**), (**5-A**) & (**5-B**)
- Ongoing treatment by psychiatrists and neuropsychiatrists in both the U.S. and Egypt (**Appendix-4**), (**Appendix-6**), (**Appendix-7**)
- Approved for Supplemental Security Income (SSI) and MTA Mobility Services based on cognitive disability (**Appendix-3**) & (**Appendix-11**).

(C)- Maryland Law Explicitly Recognizes Mental Capacity as a Prerequisite to Valid Marital Settlement Agreements

1- Maryland law explicitly recognizes mental capacity as a fundamental prerequisite to the formation of valid contracts, including marital settlement agreements. In **Cannon v. Cannon**, 384 Md. 537, 554 (2005),

2- The Maryland Court of Appeals established that marital agreements may be invalidated when a party lacks the mental capacity to Understand the nature and consequences of the agreement. Similarly, in **Hresko v. Hresko**, 83 Md. App. 228 (1990),

3- The court recognized that a confidential relationship between spouses shifts the burden to the dominant spouse to prove the agreement, Was Not the product of exploitation of the vulnerable spouse's condition.

4- MD courts' Failure to properly consider Petitioner's mental disability violates fundamental principles of due process Under 5th & 14th Amendments

5- The Supreme Court has consistently held that due process requires "Fundamental Fairness" in judicial proceedings, particularly when vulnerable individuals are involved. **Mathews v. Eldridge**, 424 U.S. 319, 334 (1976) Established that due process requires consideration of:

(1) The Private interest affected; (2) The Risk of erroneous deprivation under current procedures; and (3) The Government's interest.

Here, the private interest (Petitioner's marital property rights) is substantial, The Risk of erroneous deprivation, (Enforcing an agreement against a Mentally disabled individual) is extreme, and The Government's interest in providing Appropriate Accommodations is Minimal.

6- Furthermore, The courts' Failure to provide Reasonable Accommodations for Petitioner's documented mental disabilities constitutes discrimination in violation of the Equal Protection Clause and the principles established in **Olmstead v. L.C.**, 527 U.S. 581 (1999), where this Court Recognized that unnecessary institutionalization of people with mental disabilities constitutes discrimination. The same principle applies here: Failure to accommodate mental disabilities in judicial proceedings constitutes discrimination against a protected class.

This case presents an issue of exceptional importance warranting this Court's review. The systematic failure of state courts to protect vulnerable individuals with mental disabilities in family court proceedings raises profound constitutional concerns that affect countless similarly situated individuals nationwide. Without this Court's intervention, mentally disabled litigants will continue to be deprived of their fundamental rights to due process, equal protection, and meaningful access to justice.

(D)- Petitioner's Vulnerable Financial Circumstances: Documented homelessness & No steady income, relying on Food stamps (**Appendix-13**), (**Appendix-14**), (**Appendix-23**)

- Accumulated credit card debt of \$16,673.36 (**Appendix-15**) and Living Below the 2024 Federal Poverty Level (**Appendix-37**)

These conditions substantially impaired the petitioner's ability to understand, evaluate, and negotiate the terms of the MSA and should have triggered safeguards such as a competency hearing or appointment of a guardian ad litem.

Description of the Unfair Provisions and Resulting Harm to Petitioner

Due to enforcement of a fundamentally unfair and unconscionable (MSA), Petitioner suffered significant and irreparable harm, including the loss of numerous marital rights and assets, as outlined below:

1- Legal Custody Rights Denied: Petitioner was unjustly deprived of his fundamental parental right to at least shared legal custody of his children—an outcome inconsistent with the best interest of the child standard and indicative of unequal bargaining conditions.

Breaching public policy favoring joint parental involvement absent clear harm (*Taylor v. Taylor*, 306 Md. 290 (1986)).

2- Waiver of Right to Alimony: The MSA stripped the Petitioner of his legal entitlement to seek spousal support, a right afforded under Maryland domestic relations law, especially considering the substantial financial disparity between the parties.

3- Loss of Marital Share in Retirement Accounts: Petitioner lost his lawful interest in the Respondent's retirement accounts, including the 401(k), accumulated during the course of the marriage—an asset class considered marital property under Maryland law.

4- Misrepresentation of \$90,000 Marital Down Payment: Petitioner was deprived of his marital equity in the \$90,000 down payment for the marital home located at 129 Hollow Brook Rd, Timonium, MD. The Respondent fraudulently mischaracterized this amount as a "loan" from her father, thereby unlawfully excluding Petitioner's rightful share.

5- Non-Disclosure of Virginia Property: The Respondent failed to disclose the marital interest in real property located at 1724 Mathews Terrace, Portsmouth, VA (valued at \$250,000). This property was partially marital and omitted from the MSA in bad faith, resulting in the unlawful deprivation of Petitioner's share.

6- Concealment of Marital Vehicle: The Petitioner's marital interest in a jointly acquired Toyota Corolla Rav4 (approx. value \$50,000) was neither acknowledged nor divided in the MSA. The Respondent liquidated this asset without Petitioner's knowledge while he was out of the country.

7- Concealment of Over \$1.4 Million in Marital Funds: Petitioner was excluded from over **\$1,440,000** in marital funds accumulated in the Respondent's bank accounts from 2011 to 2023, based on her reported annual income of \$120,000. These funds were never disclosed in the MSA, representing a clear act of fraudulent concealment.

8- Abuse of Process During Discovery: While Petitioner was outside the USA and mentally impaired, Respondent served him with discovery notices, knowing he could not respond. Upon return, Petitioner attempted to subpoena Respondent but was improperly denied by the Circuit Court.

9- Religious Marital Status Ignored: Despite the parties remaining **religiously married since 2011**, this was not disclosed or considered in the MSA, demonstrating further failure to acknowledge the full marital relationship.

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Mental Disability and Procedural Misconduct

MSA was executed while Petitioner was suffering from **Documented mental disability** recognized by multiple government agencies, including:

1- Approval for Supplemental Security Income (SSI) based on mental impairment;

2- Eligibility for MTA Mobility services under the Americans with Disabilities Act (ADA), approved as of January 9, 2023.

Petitioner's mental disability significantly **impaired his legal capacity**, as demonstrated by his prior mistaken filing of a contempt petition against himself evidence of severe confusion and cognitive impairment. The Respondent was **fully aware** of the Petitioner's mental condition, as evidenced by an email where she stated Petitioner appeared "detached from reason and reality" and described him as "unstable" and "impulsive." Yet, she proceeded to execute and benefit from a legally binding MSA without raising concerns or seeking appropriate judicial oversight.

Despite these conditions, the Maryland Courts Failed to: 1- Appoint a **guardian ad litem**; 2- Order a **competency evaluation**;

3- Provide reasonable accommodations during proceedings under Title II of ADA & Fourteenth (14th) Amendment XIV Due Process Clause.

Procedural History and Constitutional Violations

1- On May 24, 2023, the MSA was executed.

2- Petitioner challenged its validity in Circuit Court for Baltimore County, citing mental incapacity, procedural unfairness, and unconscionability.

3- The Circuit Court denied the motion without addressing Petitioner's mental disability or need for accommodation.

4- On appeal Appellate Court of MD affirmed, stating No fraud, duress, or mistake was demonstrated relying instead on doctrine of acquiescence.

5- Petitioner then filed for certiorari with the Supreme Court of Maryland, emphasizing the public interest and constitutional importance of safeguarding mentally disabled litigants.

6- On May 31, 2024, the Supreme Court of Maryland denied review, finding the petition did not raise sufficient public interest.

Throughout this process, No court addressed The Constitutional issues, including:

1- Violation of Due Process: Failure to ensure fair proceedings for a mentally disabled party.

2- Violation of Equal Protection: Disparate treatment of a vulnerable litigant compared to competent parties.

3- Violation of Public Policy: Enforcing a marital agreement obtained through concealment, coercion, and procedural irregularities.

Conclusion & Constitutional Claims: Petitioner Seeks **Federal intervention** based on substantial violations of his constitutional rights under:

1- Fifth (5th) Amendment V – Protection from deprivation of property without due process.

2- Fourteenth (14th) Amendment XIV – Guarantees of equal protection and substantive due process.

3- The MSA constitutes an unconscionable contract obtained through Fraud, Duress, Undue influence, and Systematic exploitation of a Mentally disabled person. Respondent's fraudulent actions, including: (A) Concealment of assets, (B) Misrepresentation of property interests, (C) False claims regarding loan origins, (D) Misuse of Petitioner's **homeless shelter ID**, and (E) Failure to disclose Religious marital status, All support the Petitioner's demand for **Vacatur of the MSA and Constitutional redress**.

The Petitioner prays that this Court recognize the Gross miscarriage of justice and intervene to **Protect the rights of Disabled individuals** in family court proceedings, ensuring their voices are Not silenced through Coercion, Concealment, or Legal neglect.

1- Lack of Mental Capacity: An agreement is invalid if a party lacked mental capacity to comprehend its terms at time of execution. Documented mental health issues, cognitive impairments, or influence of medication can render a party unable to make informed decisions.

2- Duress or Coercion or Threat: An agreement signed under duress, coercion, or threats is unenforceable. Evidence of undue pressure, including threats or exploitation of financial and emotional vulnerabilities, warrants invalidation.

3- Undue Influence: Undue influence arises when one party uses dominance or manipulation to secure an agreement. Significant power imbalances, such as reliance on the other party for stability, call the agreement's validity into question.

4- Inequitable Division of Marital Property: Grossly unfair asset division in The MSA may render it invalid. Courts assess whether the division meets equitable principles and reflects fairness under marital property laws.

5- Failure to Disclose Assets: Full disclosure of assets & liabilities is essential for a valid MSA. Concealment or omission of significant financial info undermines trust & invalidate the MSA.

6- Fraud: Fraudulent inducement through misrepresentation or deception invalidates MSA. Evidence of false pretenses or misused identity justifies setting the MSA aside.

7- Mistake: Material mistakes whether Mutual or Unilateral that affect MSA terms may warrant rescission. Errors in valuations or legal interpretations lead unfair outcomes require correction.

8- Unconscionability: An agreement is unconscionable if its terms are so oppressive or One-sided that they shock conscience. Courts evaluate the fairness of Terms, execution circumstances, and relative bargaining power.

Conclusion: The aforementioned legal principles substantiate Petitioner's claims for invalidating the MSA. Petitioner respectfully requests that this Court to Grant the Writ of Certiorari to address the substantial constitutional and legal violations at issue.

Ensuring Protection for Disabled litigants under ADA and due process standards.

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First [1st]: The Supreme Court of Maryland Opinion.

The Supreme Court of Maryland Committed a Fundamental Constitutional Violation.

(Appendix-1: Case No. SCM-PET-0073-2024 – Denial of Certiorari on May 31, 2024)

The Supreme Court of Maryland Egregiously Failed to acknowledge, consider, or accommodate the Petitioner's well-documented mental disability, thereby violating both Maryland law and fundamental federal constitutional protections under the Due Process and Equal Protection Clauses of the Fourteenth (14th) Amendment XIV.

On May 31, 2024, the Court denied Petitioner's Informal Petition for Writ of Certiorari on the conclusory basis that "there has been no showing that review by certiorari is desirable and in the public interest." (Appendix-1). This decision was rendered without any consideration of the compelling constitutional and medical evidence submitted, nor any examination of the Respondent's misconduct or procedural deficiencies surrounding the execution of the Marital Settlement Agreement (MSA).

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[1] The Supreme Court of Maryland Ignored Overwhelming Medical Evidence Establishing Petitioner's Mental Incapacity.

The Court had before it extensive clinical and official documentation confirming that the Petitioner was suffering from advanced neurological and cognitive impairments, including Alzheimer's disease, dementia, and psychiatric conditions, at the time of the MSA's execution. This evidence included, but was not limited to:

- 1- Neurological Diagnosis:** Petitioner was diagnosed with progressive dementia and Alzheimer's disease (Appendices 5), (5-A) & (5-B).
- 2- Psychiatric Evaluation:** Confirmed severe cognitive impairment affecting his decision-making capacity and legal comprehension (Appendix-6).
- 3- Neuropsychiatric Assessments:** Documented his inability to comprehend or analyze complex legal contracts such as the MSA (Appendix-7).
- 4- The Social Security Administration:** formally recognized his disability, qualifying him for Supplemental Security Income (Appendix-3).
- 5- MTA Disability Certification:** The Maryland Transit Administration approved Petitioner for mobility accommodations under the ADA, substantiating his cognitive impairments as of January 9, 2023—months before the MSA execution (Appendix-11).

Despite this clear and undisputed medical record, the Supreme Court of Maryland summarily denied certiorari review without addressing a single aspect of the mental disability evidence. This Gross omission constitutes a dereliction of the judiciary's constitutional duty To safeguard the rights of vulnerable parties and ensure fair adjudication.

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[2] The Supreme Court of Maryland Disregarded Compelling Public Interest Concerns.

The Court's conclusion that the case lacked public interest is demonstrably incorrect and constitutionally indefensible. This case presents profound questions of public policy, including:

- 1- Due Process Violations:** The Petitioner was denied meaningful participation in the divorce proceedings due to his mental incapacity, coercion, and language barriers, yet no accommodations or procedural safeguards were provided.
- 2- Precedent on Equity and Unconscionability:** The MSA is alleged to be unconscionable on its face, with terms grossly favoring the Respondent and depriving the Petitioner of all marital rights. Upholding such agreements sets a dangerous precedent, eroding public confidence in Maryland's family law system.
- 3- The Supreme Court of Maryland Didn't Emphasize The Public interest:**

In Protection of Disabled Litigants: The systemic failure to provide guardian ad litem, competency evaluation, or disability accommodation raises Urgent constitutional and ethical issues concerning how Maryland courts treat mentally disabled individuals in domestic matters.

The Court's failure to even acknowledge these concerns betrays an alarming indifference to the vital public interest in ensuring that family law proceedings are not weaponized against cognitively impaired or disadvantaged parties.

[3] Maryland Law Explicitly Recognizes Mental Capacity as a Prerequisite to Valid The MSA

The denial of certiorari stands in **direct contradiction** to Maryland's own jurisprudence regarding the enforceability of marital agreements:

1- In **Cannon v. Cannon**, 384 Md. 537, 554 (2005), the Maryland Court of Appeals held that **marital agreements are invalid where one party lacks the mental capacity to understand the nature and consequences of the agreement**.

2- In **Hresko v. Hresko**, 83 Md. App. 228 (1990), the Court ruled that a **confidential spousal relationship** creates a presumption of undue influence when one spouse is vulnerable. The burden shifts to the dominant spouse to demonstrate the agreement was free from coercion or exploitation. The **Supreme Court of Maryland's refusal to apply these controlling authorities**, despite an **avalanche of uncontested medical and factual evidence**, reflects a **grave miscarriage of justice**. It further **undermines the integrity of the judicial system** by allowing the enforcement of an agreement obtained through procedural abuse, mental incapacity, and fraudulent concealment of marital assets.

[4] The Supreme Court of Maryland's Failure Violates Constitutional Due Process Protections

1- The Supreme Court of Maryland's Failure to consider Petitioner's mental disability violates fundamental principles of due process under both the **Fifth (5TH) Amendment V & Fourteenth (14TH) Amendment XIV**. This Court has consistently held that due process Requires, "Fundamental Fairness" in judicial proceedings, particularly when vulnerable individuals are involved.

2- **Mathews v. Eldridge**, 424 U.S. 319, 334 (1976) established that due process requires consideration of:

(1) The Private interest affected; (2) The Risk of erroneous deprivation under current procedures; and (3) The Government's interest.

Applying this test to the present case:

(1) Petitioner's Private interest his marital property rights, including MD home valued Over **\$500,000**, VA home valued Over **\$250,000**, Retirement accounts, and other substantial assets is significant.

(2) The Risk of Erroneous deprivation is extreme when courts enforce complex legal agreements against individuals with documented cognitive impairments without proper accommodations or evaluation of capacity.

(3) Government's interest providing appropriate accommodations for disabled litigants is minimal compared to substantial private interests at stake. The Supreme Court of Maryland's failure to properly consider Petitioner's mental disability therefore violates the fundamental principles of procedural due process established by this Court.

[5] Legal Analysis and Grounds for Appeal: Argument: The case raises issues of broad public significance, including:

1- Mental Disability: The Petitioner suffers from a mental disability, which is a critical factor in this case.

Under Maryland law, a contract (including a Marital Settlement Agreement) Can be Set Aside if one party lacked the mental capacity to understand the terms of the agreement at the time it was signed.

The court must consider that the Petitioner was Not capable of understanding the nature and consequences of the agreement.

Under Maryland law: A party must have mental capacity to understand the nature and consequences of the agreement. At the time of execution.

Due to the Petitioner suffered from a Documented Mental Disability or Cognitive impairment This could render the MSA invalid.

Courts have held that mental incapacity, whether due to illness, medication, or other Factors,

Can invalidate a contract if it prevents a party from comprehending the terms.

Legal Citation for Mental Disability: - **Frey v. Frey**, 298 Md. 552, 471 A.2d 705 (1984); The court held that a party must have the mental capacity to understand the contract's terms and consequences.

Evidence of Petitioner's Mental Disability: The Petitioner was under the influence of medication and suffering from a Mental Disability, Based on Petitioner's Medical Reports from his Neurologist, Psychiatrist, Plus his Approval Letter from Social Security Dept to claim his (SSI) Based on his Mental Disability, (**Appendix-3**) And his approval letter for Mobility for Transportation for people with disability in MD (**Appendix-11**) These Medical reasons should be Grounds to invalidate the Marital Settlement Agreement.

2- Duress or Coercion or Threat: An agreement signed under duress, coercion, or threats is Unenforceable. If the Respondent used undue pressure, threats, or exploited the Petitioner's emotional or financial vulnerabilities, this could invalidate the MSA.

Legal Citation for Duress or Coercion or Threat: **Homa v. Friendly Mobile Manor, Inc.**, 93 Md. App. 337, 612 A.2d 322 (1992);

The court ruled that contracts signed under duress or coercion are voidable. Evidence of threats or exploitation of vulnerabilities can render the agreement unenforceable.

Evidence of Threats, Coercion, or Pressure: The Petitioner's Attorney Misrepresented Petitioner and stated Falsely that the Petitioner is Making Monthly \$2,295 and he must pay \$803 child support while Petitioner is Unemployed for 9 years due to his disability (**Appendix-47**), Homeless for Four (4) Years surviving on Food Stamps. So, Petitioner's Attorney Threaten the Petitioner in Co-Operation with Respondent's Attorney and Told Petitioner if he is Not going to Sign MSA Then Petitioner will go to Prison for Child Support. (**Appendix-12**).

3- Undue Influence: Undue influence occurs when one party dominates the other to secure an unfair advantage. If the Respondent exploited a power imbalance such as the Petitioner's reliance on them for emotional or financial stability, this could invalidate the MSA.

Legal Citation for Undue Influence: **Green v. McClintock**, 218 Md. 271, 146 A.2d 427 (1958); Court found that undue influence arises when one party dominates the will of the other, leading to an unfair agreement.

Evidence of Respondent's Manipulation: Through evidence such as financial dependency, emotional control, or other forms of dominance,

Please Check **Third (3rd) Reason - Undue influence at Page (24)**

4- Inequitable Division of Marital Property at Pages (18, 19, 20, 21):

The petitioner shows that the division of marital property under the Marital Settlement Agreement (MSA) was Grossly inequitable, disproportionately favoring the Respondent who took Eighty Three Percent (83%) of marital home's gross equity of (\$130,090.80), In form of Down Payment of (\$90,000) Plus Sixty Percent (60%) of marital Home's Gross equity Leaving Petitioner with only Seventeen Percent (17%) gross equity that equal (\$26,727.13).

The Respondent claimed falsely within The MSA That Petitioner's gross equity share is (40%). Maryland law does Not allow Unequal divisions, But they must be Fair and Justified. This inequity, combined with misrepresentation and procedural misconduct, warrants setting Aside MSA Under Maryland law and due process protections. Maryland Courts require that marital property to be divided equitably, though Not necessarily equally. If the MSA results in a grossly unfair division of assets, it may be invalidated.

Legal Citation for Inequitable Division of Marital Property:

- Md. Code Ann., Fam. Law § 8-205; This statute requires that marital property be divided equitably.

Courts have the authority to set aside agreements that result in unfair divisions.

Evidence of Inequitable Division of Marital Property:

Based on Analysis of Marital assets division in MSA that is showing That it is Grossly Unfair & Doesn't meet Equitable principles.

Due to The Unfair Marital Settlement Agreement the Respondent Took:

1- Respondent took Petitioner's right to ask for his marital share in Retirement Account & 401K.

2- The Respondent took (\$90,000) Down Payment of Marital House in Maryland Under The lie it was a loan from her father without any evidence from her father Like (wire transfer, check deposit or Cash withdrawal for the \$90,000)

3- The Respondent took (83%) Share of the Marital house in Maryland & gave Petitioner (17%).

5- Failure to Disclose Assets Please Have a Look at: (Pages 26 and 27):

The Respondent's failure to disclose Many Marital and Non-Marital assets during the Negotiation process.

This Lack of Transparency, which MD law considers grounds for setting aside an agreement, constitutes Dissipation of Marital assets and denies the Petitioner his equitable share from Marital Assets and Funds. Full and honest disclosure of assets and liabilities is required for a valid MSA. The Respondent concealed & omitted significant financial info this invalidate the agreement.

Legal Citation for Failure to Disclose Assets:

- Cannon v. Cannon, 156 Md. App. 387, 846 A.2d 1127 (2004); The court held that failure to disclose assets undermines the validity of a MSA.

Evidence of Failure to Disclose Assets:

The Respondent's financial disclosures and uncover Many hidden assets or liabilities that were Not disclosed during the negotiation of the MSA.

(A)- Virginia Property:

Respondent Didn't mention within MSA The investment house in Virginia at:(1724 Mathews Terrace, Portsmouth, VA, 23704) That worth (\$250,000) So, The Respondent was Paying the Mortgage of that House from The Marital Funds for (12) Years,

From 2011 to 2023 and The Petitioner was Paying Property Taxes Jointly with the Respondent

And the Petitioner jointly filed Property Taxes on the Virginia property.

This made the Virginia house to become Part Marital and Part Non-Marital (Appendix-21)

(B)- Marital Vehicle (Toyota Corolla Rav4 – Silver Color) that worth \$50,000

The Respondent Applied for a Car Loan before the marriage,

Respondent was paying Car loan From Marital Funds for Twelve (12) years from 2011 to 2023 Which makes this Car To be Considered As, Part Marital and Part Non-Marital. The Respondent Sold and Liquidated Marital Car while The Petitioner, was traveling outside The USA which is considered as dissipation of marital assets.

N.B: The Petitioner still have The Original Key of The Marital Car Till Now (Appendix-40)

(C)- The Respondent's Private Bank Accounts: The respondent allegedly failed to disclose All marital funds accumulated in her private accounts

During 12-year of Marriage from 2011 till 2023, Respondent's Annual income \$120,000 that considered as annual Marital funds for 12 years.

If we Multiplied \$120,000 (x) 12 Years = (One Million Four Hundred Forty Thousand Dollars) (\$1,440,000) Of Marital Funds,

That Respondent Failed to Disclose within The (MSA) on 05-24-2023.

So, The Petitioner lost His Marital share of All Marital funds that were accumulated in Respondent's Private bank accounts during the marriage Starting from 2011 to 2023.

(D)- The Respondent Inherited a Land in Virginia Worth Over One Million Dollars (\$1,000,000)

The Respondent inherited land from her uncle in 2015 that worth over One Million Dollars (\$1,000,000)

But Respondent did Not disclose this land during negotiations of the MSA as a Non-Marital Property.

The Respondent's Omission violates requirement for full financial disclosure of marital Assets & Funds

6- Fraud: Fraudulent inducement, such as Misrepresentation or Deception, can invalidate an agreement, If the Respondent made false statements or misrepresented facts to induce the Petitioner to sign the MSA, this could be grounds for rescission.

Legal Citation for Fraud:

- Levin v. Levin, 43 Md. App. 380, 405 A.2d 770 (1979); The court ruled that fraud in inducement of contract renders it voidable.

Evidence of Respondent's Fraud:

1- First Fraud: Joint Tax Filing After Filing for Divorce (APPENDIX-22)

Respondent filed for divorce on March 8, 2021, but continued to submit the couple's joint tax returns on March 19, 2021, which was 11 days after initiating the divorce.

The petitioner, who was traveling abroad and Unaware of the divorce filing, signed the tax forms as part of their usual practice without knowing the respondent had already filed for divorce.

This considered Fraudulent because Respondent was Not entitled to claim joint taxes after filing divorce. So, Petitioner's funds were improperly claimed by Respondent & Not disclosed in MSA making it invalid.

2- Second Fraud: Respondent Used the Petitioner's Homeless Shelter ID (APPENDIX-23)

The respondent allegedly used the petitioner's Homeless Shelter ID to sign documents during the divorce trial, including the MSA and Quit Claim Deed. According to Maryland Law, like other contracts, marital settlement agreements are assailable by a contesting party for Fraud, Duress, Coercion, Mistake, Undue influence, or a Party's incompetence. Maryland law requires a valid government-issued ID to authenticate legal documents, but a homeless shelter ID is not a recognized form of government identification. This fraudulent act undermines the validity of all documents signed during the trial, including the MSA and the Quit Claim Deed for the marital home.

The petitioner argues that the divorce and all associated agreements are invalid because Respondent did Not use any Valid Government-ID.

3- Third Fraud: Devaluation of the Marital Home (APPENDIX-16)

The Respondent devalued the marital home that worth over \$500,000 to a Zero-dollar value (\$0) in the Quit Claim Deed. It is illegal and against the principles of justice to assign a Zero-Dollar value,

To a property specially to avoid Paying Property Taxes or hiding assets. Respondent's actions were Not only Fraudulent but also violated legal norms and Transparency in property transactions.

The Petitioner argues that the Devaluation of the marital home was an intentional Fraudulent act Aimed at avoiding Equitable division of Marital property & depriving Petitioner of his Fair share.

7- Mistake: A material mistake, whether mutual or unilateral, that affects the terms of the agreement can warrant rescission. If there were errors in asset valuations or legal interpretations that led to an unfair outcome, the MSA may be invalidated.

Legal Citation for Mistake:

- **Binder v. Binder, 196 Md. App. 550, 10 A.3d 760 (2010);** Court held that material mistakes in the terms of an agreement can justify rescission.

Evidence of Respondent's Mistakes:

Identify any mistakes in the MSA, such as incorrect valuations or misunderstandings of Marital Legal Rights And present evidence showing how These errors led to an unfair agreement.

(A)- (1st) Mistake: Respondent Lied Under Oath and Within Marital Settlement Agreement

The Respondent Lied Under Oath and Within the Marital Settlement Agreement

The Respondent lied under Oath by saying that The Civil Ceremony was at The Circuit Court of Baltimore County (Transcript Page 5 from line (15) to (16)). **(Appendix-24)** While the truth is that the Civil Ceremony was at The Circuit Court of Baltimore City.

(B)- (2nd) Mistake: Respondent was Not Truthful regarding The Religious Ceremony.

Also, Respondent was not truthful under Oath when she was asked by her attorney, ("Was that a Civil or Religious Ceremony?") **(Appendix-33)** Respondent answered that it was a Civil ceremony (Transcript Page (5) from line (12) to (14)).

The Respondent didn't acknowledge or even mention that both parties had a Religious Ceremony at the trial or within The Marital Settlement Agreement. In fact, our Religious Ceremony was at The Hampton Roads Chapter of The Muslim Community Association. This Religious Ceremony was on October 15, 2011 **(Appendix-25)**

(C)- (3rd) Mistake: The Respondent stated Falsely and Lied within MSA about the (\$90,000) Down Payment of The Second (2nd) Marital Home in Maryland

Respondent Lied within MSA about (\$90,000) down payment of Marital Home at: **(129 Hollow Brook Rd, Timonium, MD 21093)**.

The Respondent said that the (\$90,000) down payment was a loan from her father Without any corroborating evidence (Page 6 of 18) At the Marital Settlement Agreement). So, Respondent Didn't Provide Any Evidence of the following:

1- Any Wire Transfer from Respondent's father's account to Respondent's account for (\$90,000).

2- Any Check Deposit from Respondent's father to Respondent's bank account for (\$90,000).

3- Any Cash withdrawal from Respondent's Father's account for (\$90,000) Therefore The Respondent lied at the trial regarding the down payment for (\$90,000) of The 2nd marital home At: **(129 Hollow Brook Rd, Timonium, MD 21093)** & Committed Perjury.

8- Unconscionability:

An agreement is unconscionable if its terms are so One-Sided or Oppressive that they shock the conscience. Courts evaluate the Fairness of the terms, the circumstances of Execution, and the relative bargaining power of the parties.

Legal Citation for Unconscionability:

- **Walton v. Walton, 218 Md. App. 529, 98 A.3d 362 (2014);** The court ruled that unconscionable agreements are unenforceable, particularly when There is a significant imbalance in bargaining power.

Evidence of Unconscionability:

The MSA's terms are Grossly Unfair, and that Petitioner had significantly less bargaining power due to his Mental Disability or other Vulnerabilities. Petitioner Said at Trial: (I am Under the Care of a Mental Health Professional) So, The Trial should have thus been Postponed due to The Petitioner's incompetency. The Petitioner's mental health problems prevented him from Focusing, Understanding, And making any Rational decisions, regarding understanding The MSA

9- Unconscionable Terms:

A- Disparity in Agreement: MSA terms, particularly regarding property division, custody & support, allegedly disproportionately favor Respondent.
B- Conclusion: Frame the agreement as unconscionable and emphasize its failure to meet the standards of fairness required under Maryland law.

10- Procedural Barriers and Doctrine of Acquiescence:**A- Misapplication of Acquiescence Doctrine:**

The Appellate court dismissed the Petitioner's Appeal on the grounds that seeking enforcement of the agreement constituted acquiescence. This reasoning is flawed as the Petitioner sought enforcement of discrete provisions while challenging the agreement's overall validity.

B- Conclusion: The Petitioner Argue that this misapplication prevents meaningful appellate review, raising due process concerns.

11- Federal Due Process and Equal Protection:**A- Violation of Constitutional Rights:**

The Petitioner's limited capacity to understand the proceedings and lack of adequate legal safeguards implicate federal constitutional protections.

B- Conclusion:

The Petitioner is Framing the case under the **U.S. Const. 14th Amendment. XIV** due process and equal protection clauses, emphasizing systemic failures to ensure fair treatment of a vulnerable individual.

[6] Key Questions for SCOTUS:

A- Does the enforcement of The MSA under circumstances involving alleged coercion, mental incapacity, and language barriers violate the due process Protections Guaranteed by the Fourteenth (14TH) Amendment XIV?
B- Is the doctrine of acquiescence being improperly applied to deny Appellate review of potentially unconscionable agreements?
C- Does Maryland's family law process fail to adequately protect vulnerable parties, thus raising public interest concerns?

Public Policy Angle:

Petitioner Emphasizes this case raises fundamental questions about Procedural Fairness & Protections for disabled individuals in marital disputes.

[7] Supplement the Record:

A- Evidence: Include affidavits from medical professionals, interpreters, or legal ethics experts to substantiate claims of mental incapacity and procedural unfairness.
B- Focus: Petitioner is Highlighting gaps in the lower courts' factual findings and procedural analysis.

[8] Amicus Curiae Briefs:

A- Broad Impact: The Petitioner is Demonstrating how this case could set a precedent affecting Similarly situated individuals Nationwide.

[9] Framing for Federal Jurisdiction:

A- Procedural Due Process: The Petitioner is Arguing that Maryland's Courts failed to protect The Petitioner's right to a fair process.
B- Equal Protection: Petitioner is Highlighting disparities in treatment and procedural safeguards for disabled and Non-native English speakers.

[10] Conclusion of The Supreme Court of Maryland Opinion:

The Denial of Certiorari by Supreme Court of MD overlooks critical public interest issues and violations of Petitioner's constitutional rights. That Violated the due process protections Guaranteed by the **U.S. Const. 14th Amendment. XIV.**

By focusing on due process, Vulnerability, and the broader implications of Unconscionable Marital Settlement Agreements.

Finally This case involves No procedural obstacles that would prevent this Court from reaching the merits of constitutional questions presented.

The constitutional issues were raised at all levels of the MD court system, and the Supreme Court of MD's Denial of review on public interest Grounds directly implicates the constitutional significance of these issues. For these reasons, this case presents an ideal vehicle for addressing

The important constitutional questions regarding the rights of mentally disabled individuals in family court proceedings.

By granting review, this Court can provide much-needed guidance on these significant constitutional issues.

Second [2nd]: The Appellate Court of Maryland Opinion Plus Appellate Court's Fees (Appendix-2).

The Appellate Court of Maryland similarly Failed to provide adequate procedural Safeguards or Accommodations for Petitioner's documented mental disability, compounding the constitutional violations in this case.

(A)- The Appellate Court Imposed Punitive Attorney's Fees Despite Petitioner's Documented Disability

The Appellate Court of Maryland Not only affirmed the enforcement of the inequitable Marital Settlement Agreement but also imposed punitive Attorney's fees against Petitioner in the amount of **\$12,329.30 (Appendix 2)**. This imposition of fees against a mentally disabled litigant who lacks The Legal Representation and Financial means to pay as evidenced by his qualification for Supplemental Security Income (Appendix 3), Represents an additional constitutional violation.

This Court has recognized that access to justice cannot be conditioned on ability to pay, particularly in cases involving Fundamental rights.

- In **Boddie v. Connecticut, 401 U.S. 371, 377-78 (1971)**, This Court held that due process prohibits a state from denying access to its courts, To individuals who seek judicial dissolution of their marriages solely because they cannot pay court fees. The same principle applies here: imposing substantial attorney's fees on a mentally disabled litigant who lacks the financial means to pay effectively denies him access to justice.

(B)- The Appellate Court Failed to Provide Reasonable Accommodations for Petitioner's Mental Disability

Appellate Court of Maryland Failed to provide any reasonable accommodations for Petitioner's documented mental disability during the appellate process. This failure violates Not only the Due Process Clause but also the principles established in **Olmstead v. L.C., 527 U.S. 581 (1999)**, Where this Court recognized that unnecessary institutionalization of people with mental disabilities constitutes discrimination.

Reasonable accommodations that should have been provided include:

1. Appointment of a guardian ad litem to protect Petitioner's interests.
2. Ensuring Petitioner had adequate representation cognizant of his mental limitations.
3. Properly evaluating his capacity to understand and participate in the proceedings.
4. Considering his mental disability as a factor in evaluating the validity of the Marital Settlement Agreement.

The Appellate Court's Failure to provide these Basic Accommodations constitutes discrimination against a protected class in violation of the Equal Protection Clause of the Fourteenth (14TH) Amendment XIV.

(C)- The Appellate Court Misapplied Maryland Law Regarding Confidential Relationships and Mental Capacity

The Appellate Court of Maryland misapplied Maryland law regarding confidential relationships and mental capacity in marital settlement agreements. Under Maryland law, a confidential relationship exists between spouses, particularly when one spouse is vulnerable due to mental disability. In such cases, the burden shifts to the dominant spouse to prove that the agreement was not the product of exploitation of the vulnerable spouse's condition. **See Hresko v. Hresko, 83 Md. App. 228, 231 (1990)**.

The Appellate Court Failed to Properly apply this Burden-Shifting Framework, instead Placing The Burden on Petitioner despite his documented Mental disability to prove that the agreement was invalid. This Misapplication of Maryland law, combined with the court's failure to consider Petitioner's mental disability, represents a fundamental miscarriage of justice that warrants this Court's review.

Key Weaknesses in The Appellate Court's Decision:

Challenging The Appellate Court of Maryland's Decision to Set Aside The Unfair Marital Settlement Agreement.

[1] EXECUTIVE SUMMARY:

This legal analysis evaluates the potential for appealing the Appellate Court of Maryland's decision to the Supreme Court of the United States. The Appellate Court dismissed Petitioner's appeal based on the Doctrine of Acquiescence, finding that by filing a petition for contempt to enforce provisions of the Marital Settlement Agreement (MSA), The Petitioner had acknowledged its validity. After thorough examination of all documents, I have identified several compelling grounds for Supreme Court review, centered on:

(A)- Due Process Violations:

The Appellate Court's Failure to consider The Petitioner documented mental disabilities when applying the acquiescence doctrine raises significant due process concerns under **The Fourteenth (14th) Amendment**.

(B)- Americans with Disabilities Act (ADA) Violations:

The Court's failure to accommodate Petitioner's mental disabilities in its procedural application violates Title II of ADA.

(C)- Mental Capacity Issues:

Substantial medical evidence suggests Petitioner lacked capacity to understand MSA at signing & Court Failed to properly evaluate this evidence.

(D)- Unconscionability: MSA contains multiple provisions that appear Unconscionable, particularly in light of Petitioner vulnerable mental state.

The most promising strategy for Supreme Court appeal focuses on framing these issues as federal questions involving constitutional due process and ADA violations, supported by the chronology of events and extensive medical documentation of The Petitioner disabilities.

[2] LEGAL GROUNDS FOR APPEAL: Mental Incapacity Renders the Contract Voidable

(A)- Legal Standard: Under MD law, a contract entered by person who lacks mental capacity is voidable.

(B)- Evidence of Mental Incapacity: 1- The Petitioner was under psychiatric care and medication at the time of signing

2- He required an interpreter during court proceedings, 3- He did Not sign his full name on the agreement

(C)- Precedent Support: 1- **United Bank v. David T. Buckingham, (Court of Special Appeals of Maryland, No. 364, September Term, 2017)**

Established That an agreement executed by a mentally incompetent person is void when the other party knew of the incompetence.

(D)- Constitutional Dimension:

1- When a court enforces a contract against a person who lacked the mental capacity to understand or consent to its terms, it violates Fundamental Principles of Fairness and Due process protected by the Constitution.

[3] CASE BACKGROUND: (A)- Procedural History:

- 1- The Petitioner and Respondent were married in July 2011 in Baltimore City, MD, and have two minor children.
- 2- The Respondent filed a complaint for absolute divorce on March 8, 2021.
- 3- On May 24, 2023 Petitioner signed a MSA, and the Circuit Court for Baltimore County issued a Judgment of Absolute Divorce.
- 4- On June 22, 2023, Petitioner filed motion to set aside MSA, claiming he were Psychiatric Patient under Medical Supervision of Psychiatrist & Neuropsychiatrist taking medication & couldn't make any rational decisions.
- 5- On July 19, 2023, The Circuit Court of Baltimore County denied this motion.
- 6- On August 2, 2023, The Petitioner Noted an Appeal to the Appellate Court of Maryland.
- 7- On November 20, 2023, The Petitioner filed a petition for contempt alleging The Respondent failed to comply with the MSA by Not paying The Petitioner's share of the marital home equity.
- 8- On April 4, 2024, the Appellate Court dismissed The Petitioner's appeal based on the doctrine of acquiescence.

(B)- Key Facts Supporting Petitioner's Appeal: (1)- Mental Health Status:

The Petitioner documented his mental health conditions including:

- 1- Dementia and Alzheimer's disease. And, 2- Major Depressive Disorder (F33.2) And, 3- Attention-Deficit/Hyperactivity Disorder (F90.0)
- 4- Generalized Anxiety Disorder (F41.1). And, 5- Cognitive deficits and Memory impairment (R41.3) And, 6- Learning Difficulty (F81.9)

(2)- Disability Determinations:

- 1- Approved for MTA Mobility (transportation for Americans with disabilities) on January 9, 2023
- 2- Approved for Supplemental Security Income (SSI) on February 13, 2024 (application process began September 2022)
- 3- Petitioner was Not qualified to Claim (SSDI) because he doesn't have any history of work in USA for last 20 years due to his mental disability.

(3)- Critical Timeline:

- 1- MSA was signed on: May 24, 2023. & 2- The Respondent's Home appraised at \$440,000 was on: May 26, 2023.
- 3- 60-day for The Petitioner's Payment Deadline was supposed to be on: July 25, 2023.
- 4- The Petitioner filed his Appeal on: August 2, 2023 (After 67 days with No Payments)
- 5- Contempt Petition filed on: November 20, 2023 (After appeal was already in process)

(4)- Problematic Provisions of The Marital Settlement Agreement:

- 1- (40%)/(60%) split of Marital home equity favoring Wife (The Respondent) without justification
- 2- Down payment of marital house (\$90,000) deduction for alleged "loan" without any proof for Respondent's Benefit.
- 3- Supervised-Only visitation for The Petitioner with No specific schedule.
- 4- Complete waiver of The Alimony despite The Petitioner documented disabilities.
- 5- Virginia House Respondent was paying its Mortgage from Marital Funds for Twelve (12) years from 2011 to 2023 Plus, Petitioner was Paying Property Taxes for Virginia House which make it as Part Marital and Part Non-Marital
- 6- The Marital Car (Toyota Corolla Rav4- Silver) worth (\$50,000) Respondent sold it while Petitioner was outside USA.
- 7- The Respondent within The MSA took Petitioner's Constitutional right to ask for his Retirement and 401K Benefits.
- 8- Both Parties had (2) Ceremonies with (2) Marriage Certificates Civil and Religious Ceremony, they got Civil divorce On May 24th, 2023, But they are still Married Religiously till Present So, The Respondent didn't mention or acknowledge The Religious Marriage within The MSA Which Makes The MSA to become incomplete, void and invalid.
- 9- The agreement contains Vague Child Support Provisions that "Charge Generally" each party.

[4] Failure to Properly Assess Mental Incapacity & Undue Influence Under Maryland Law

Petitioner Testified he was Under Psychiatric Care & Medication when he signed MSA, impairing his ability to consent.

The Appellate Court ignored Maryland's standard for voiding contracts due to mental incapacity.

The Appellate Court dismissed the appeal based on the doctrine of Acquiescence,

But it did Not address whether Mr. Ibrahim's mental disability impaired his ability to understand The consequences of his Post-judgment actions (Filing a Contempt Petition). MD law requires courts to scrutinize whether a party had capacity to enter into MSA or subsequent legal actions.

(A)- Petitioner's Argument: Petitioner's Psychiatric Condition Noted in Transcript (Page 13) from line (3) to line (5) (**Appendix-33**)

Directly impacted his ability to comprehend the legal implications of Filing a Contempt Petition His actions were inconsistent Not due to Acquiescence, but due to his impaired judgment. Appellate Court erred in applying Doctrine of Acquiescence without evaluating his Mental State

(B)- Legal Authority:

- **Deering v. Deering, 292 Md. 115, 129 (1982);** A MSA may be invalidated if one party lacked mental capacity due to illness or impairment.
- **Md. Fam. Law § 8-105;** A MSA is Unenforceable if procured by Fraud, Duress, or Overreaching or if Party Lacked Mental Capacity to Consent.
- **(Frey v. Frey, 298 Md. 552 (1984));** Requires courts to assess whether a party Understood Agreement's nature and consequences.

(C)- Critical Gap: Appellate Court of MD Didn't Evaluate Petitioner's Medical Records or impact of Petitioner's medication on his Decision-Making.

[5] LEGAL ANALYSIS OF APPELLATE COURT'S DECISION.

(A)- Misapplication of the Acquiescence Doctrine

1- The Appellate Court dismissed the Appeal based on the Doctrine of Acquiescence Arguing that Petitioner's filing of a contempt petition to enforce the MSA constituted an acknowledgment of its validity. However, this reasoning is flawed because Petitioner's actions Were Not entirely inconsistent with his appeal. The Appellate Court dismissed the appeal solely because Petitioner filed Contempt Petition to enforce Portions of MSA. However, seeking enforcement of specific terms, Does Not equate to blanket acceptance of the agreement's validity, especially when the Petitioner simultaneously challenges its foundational fairness.

2- The Doctrine of Acquiescence assumes voluntary acceptance of a judgment. Petitioner's contempt filings were attempts to enforce the agreement under duress Not a validation of its fairness.

(B)- Legal Precedent:

1- Filing a contempt petition does Not necessarily equate to acquiescence Petitioner's primary argument is that the MSA was entered into under Duress, Misrepresentation, And while he was Not in a sound mental state.

2- Petitioner's contempt petition was a separate action to enforce specific terms of the Agreement, Not a blanket acceptance of its validity.

3- Doctrine of Acquiescence should Not bar Petitioner's appeal when his Mental Capacity & Fairness of MSA are in Question???

4- The Petitioner is Challenging the Acquiescence Doctrine's Application Petitioner's contempt petition was a Defensive measure to Secure his rights under the MSA While contesting its validity

(C)- This Application is Legally Flawed for Several Reasons: 1- Failure to Consider Mental Capacity:

The court did not address whether The Petitioner documented his mental disabilities that affected his understanding of the legal implications of filing a contempt petition, This raises due process concerns under the U.S. Const. Fourteenth (14TH) Amendment XIV.

2- Disregard for Maryland Precedent:

The court Failed to apply **Brees v. Cramer, 322 Md. 214 (1991)**, which establishes that seeking enforcement of specific provisions Does Not preclude challenging an agreement's validity.

3- Chronology Oversight:

The court overlooked that The Petitioner filed his appeal before filing the Contempt Petition, and only after the 60-days Payment deadline for The Respondent had passed without paying The Petitioner his share at marital house.

4- Voluntary Action Requirement:

Acquiescence requires knowing and voluntary action, which is impossible without mental capacity.

The Petitioner documented cognitive impairments directly impact The Petitioner ability to understand legal proceedings.

(D)- Mental Capacity Evidence: Substantial evidence suggests that Petitioner lacked mental capacity to enter into MSA knowingly and voluntarily:

(1)- Proximity of Medical Documentation to MSA Signing: 1- Neurologist's report (05-09-2023): Just 15 days before MSA signing (Appendix-5)

2- Psychiatrist's report (03-21-2023): Approximately 2 months before MSA (Appendix-6)

3- MTA Mobility approval (01-09-2023): 4 months before MSA (Appendix-11)

(2)- Cognitive Impairments Affecting Comprehension:

1- Dementia and Alzheimer's & 2- Difficulty concentrating and making decisions & 3- Memory impairment & 4- Impaired judgment

5- Difficulty understanding consequences of actions

(3)- Trial Acknowledgment:

Petitioner acknowledged being under Psychiatric care during the trial (transcript page 13, lines 3-5) should have prompted further inquiry by court.

(4)- Federal Recognition of Disability: (Appendix-3)

The Petitioner SSI approval represents a rigorous federal determination of Disability that supports claims of incapacity.

(E)- Procedural Unfairness Due to Lack of Legal Representation

Petitioner was represented during the initial agreement as a Pro Se in Post-judgment motions. Petitioner's mental disability, coupled with language barriers, and Lack of Legal Representation Likely led to Contradictory filings (e.g., Seeking Enforcement while Appealing).

Maryland Courts Must Liberally Construe Pleadings from Self-represented Litigants, Especially Those with Disabilities.

Legal Argument: Petitioner's Mental disability & Lack of counsel during Post-Judgment Filings Constitute "Excusable Neglect." from Appellate Court of MD. The Appellate Court's dismissal Penalized The Petitioner to Pay Respondent's Attorney's Fees for Procedural missteps caused by his condition, Violating Due Process.

Legal Authority: - **Md. Rule 1-202(n):** Courts must consider whether procedural errors by Self-represented parties stem from Excusable Neglect.

- **Md. Rule 9-203:** Court may set aside a judgment for "Fraud, Mistake, or irregularity," including incapacity to comply with procedural requirements.

(F)- Unconscionability of The Marital Settlement Agreement.

The MSA contains multiple provisions that appear unconscionable in light of The Petitioner vulnerable mental state:

(1)- Inequitable Property Division: 1- The (40%)/(60%) split of home equity favoring Wife (The Respondent) without any clear justification

2- The \$90,000 deduction for alleged "loan" without any documentation as a Proof like Wire transfer, Check deposit, Or Cash withdrawal from Respondent's Father account to Respondent's account for \$90,000

3- Petitioner claim (\$90,000) were marital fund came from sale of previous marital home at (\$145,000) (Appendix-18)

4- Virginia's home at:(1724 Mathews Terrace, Portsmouth, VA, 23704) worth \$250,000, Respondent didn't mention it Within The MSA & she was Paying its Mortgage from The Marital Funds for (12) years from 2011 to 2023. Also, the Petitioner Jointly filed Property taxes for that Virginia house which make it as Part Marital and Part Non-Marital

5- The Marital Car (Toyota Corolla Rav4- Silver) worth \$50,000 The Respondent sold it while the Petitioner was outside The USA which is considered as dissipation of marital asset.

6- Surrendering the Petitioner's Retirement's Account and 401K benefits.

While The Fact is:

The (\$90,000) down payment for The Second (2nd) Marital House in Maryland at: (129 Hollow Brook Rd, Timonium, MD, 21093) Came from Selling First (1st) Marital House On 2018 for (\$145,000) that is located at: (4008 Falls Rd, Baltimore, MD, 21211), (Appendix-18) Which means that \$90,000 down payment For Second (2nd) Marital House is Marital Funds.

(Marital funds vs. Separate Property). Disproportionate division of equity in Marital home (40% to Petitioner Vs. 60% to Respondent)

(2)- Restrictive Custody and Visitation:

1- Limited to supervised, Non-Overnight visitation and No specific visitation schedule established

2- Access contingent on mutual agreement, giving Wife effective veto power

(3)- Permanent Alimony Waiver:

1- Complete waiver despite The Petitioner documented disabilities affecting employment

2- Provision Not subject to modification by any court

3- No consideration of Petitioner long-term financial needs being Homeless for over Four (4) Years with disability surviving on Food Stamps, While The Respondent is Making annually over (\$120,000) as a Physician Assistant and Own Two (2) Houses,

First (1st) House at: (129 Hollow Brook Rd, Timonium, MD) worth over (\$500,000),

Second (2nd) House at: (1724 Mathews Terrace, Portsmouth, VA, 23704) worth over (\$250,000),

Plus, a Brand-New Car (Chevrolet Rav4-White) worth (\$100,000) after she sold the marital car that worth (\$50,000),

While the Petitioner was outside The USA which is considered as dissipation of marital asset,

Plus, Marital funds over (\$1,000,000) that accumulated at Respondent's accounts for last (12) years from 2011 to 2023.

(G)- Americans with Disabilities Act Violations: The court proceedings raise significant concerns under the Americans with Disabilities Act:

(1)- Failure to Accommodate: Despite knowledge of The Petitioner psychiatric treatment, the court Did Not:

1- Postpone proceedings pending evaluation of capacity

2- Ensure adequate accommodations beyond just an interpreter

3- Consider how disabilities affected understanding of legal proceedings

(2)- Disparate Impact: The rigid application of Acquiescence doctrine to litigant with cognitive disabilities constitute discrimination under ADA by:

1- Holding a disabled individual to the same standard as Non-Disabled litigants

2- Failing to make reasonable modifications to procedures

3- Penalizing behavior that may be a manifestation of disability

(H)- Legal Argument: The Appellate Court Failed to evaluate whether the agreement's terms were unconscionable given Petitioner's mental state and Respondent's alleged exploitation, The Petitioner's mental disability and his lack of legal representation Rendered his Contempt Filings Non-voluntary. The Appellate Court conflated procedural confusion with acquiescence.

(I)- Legal Authority:

- *Franzen v. Dubinok*, 290 Md. 65, 69 (1981): Acquiescence requires a "knowing and voluntary" act.

- *Barson v. Md. Bd. of Physicians*, 211 Md. App. 602 (2013): A party's actions must "inconsistent with right to appeal."

- *Brees v. Cramer*, 322 Md. 214 (1991): MD courts recognize that a party may enforce portions of a contract while disputing its validity.

The Appellate Court failed to distinguish between Partial Enforcement and Acquiescence to The entire agreement.

- *Cite In re Nicole B.*, 410 Md. 33 (2009), Which permits dual actions when fraud or duress is alleged.

- *Rand v. Rand*, 280 Md. 508, 513 (1977): MSA is unconscionable if it is Grossly unfair & one party lacked meaningful choice.

- *Harding v. Harding*, 22 Md. App. 81 (1974): Agreements may invalidate if one party exploits the other's weakness.

- *Hartz v. Hartz*, 248 Md. 47 (1967): Unconscionable terms render an MSA Unenforceable

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[6] Overlooked Language Barrier and Attorney Misrepresentation

Petitioner required interpreter at proceedings, indicating potential language barrier that Could have prevented full comprehension of MSA's terms.

(A)- Legal Authority:

- *Randolph v. Randolph*, 67 Md. App. 577 (1986): Maryland law mandates that agreements be entered "knowingly and voluntarily" The Petitioner's Attorney Misconduct: His allegations that his Prior Attorney (Mr. Tabaku) Misrepresented Terms or failed to advocate for him were Not investigated (Appendix-12) and (Appendix-47).

- *Homes v. Homes*, 245 Md. App. 509 (2020): If proven, this constitutes ineffective assistance and invalidates the MSA

[7] The Respondent's Breach of Contract according Page (16) Letter (F) of The MSA (Appendix-17)

- 1- Respondent's First Appraisal for Marital House was (\$440,000) on 05-26-2023 (**Appendix-20**)
- 2- The Petitioner Respected The Terms and Conditions of The MSA and waited Sixty (60) days After the Respondent's appraisal, And he Got Nothing till Present.
- 3- Because Petitioner was supposed to get his Marital Share of Forty Percent (40%) On July 25th, 2023 (07-25-2023) which is Sixty (60) days, After Respondent's appraisal.
- 4- The Petitioner Filed for his Appeal at Appellate Court of Maryland on (08-02-2023) (**Appendix-41**)
That was after waiting for Sixty-Seven days (67) days from Respondent's Appraisal.
- 5- That means The Petitioner's Appeal Didn't Conflict with The MSA Terms and Conditions And The Respondent's Action is considered, As a Breach to The MSA Terms and Conditions.
- 6- So, Petitioner applied for his Appeal in front of Appellate Court of Maryland trying to Set aside the MSA To get back his lost marital legal rights.
- 7- The Appellate Court of Maryland Opinion for The Case No (**ACM-REG-1097-2023**) Didn't take into consideration The Petitioner's Mental Sickness, Homelessness for over Four (4) Years and Lack of Legal Representation and Denied the Petitioner's Appeal Based on (**Appendix-2**)
- 8- The Petitioner was granted from The Appellate Court of Maryland for Final Waiver of Any Final Appeal Costs On 04-24-2024.
So, The Petitioner lost his Appeal in front of The Appellate Court of Maryland on 04-04-2024.
- 9- Then, Respondent got a court order against The Petitioner to enforce him paying the Respondent's Attorney's fees on 04-24-2024.
Now, The Respondent's Attorney is asking for an Overpriced and unrealistic fee (**Appendix-2**)
For (\$12,329.30) which Respondent is planning to deduct from Petitioner's (17%) share at the marital house. On March 15th, 2025, The Respondent Voluntarily without any Court Order filed a withdrawal to her attorney's Fees then after (16) days She changed her mind and filed another request for her Attorney's Fees. So, The Petitioner is respectfully asks, This Court for a Final waiver of All Appeal's costs Assessed to the Petitioner by Appellate Court of MD plus Circuit Court attorney's Fees Due to Petitioner's Sickness, Homelessness & Lack of legal representation.

(A)- Under Maryland Law

- **Md. Gen. Prov. 1-341(a):** "In any civil action, if the court finds that the conduct of any party in maintaining or defending any Proceeding Was in Bad Faith, Or without substantial justification, the court, on motion by an adverse party, may require the offending party or the attorney Advising The conduct or both of them to pay to the adverse party the costs of the proceeding and the Reasonable expenses, including reasonable attorneys' fees, incurred by the adverse party in opposing it."
- **Christian v. Maternal-Fetal Med. Associates. of Md., LLC, 459 Md. 1, 19 (2018)**
- **Citing Major v. First Virginia Bank-Central Md., 97 Md. App. 520, 530 (1993):** This rule effectively operates as "a mechanism to place 'The wronged party in the same position as if the offending conduct had not occurred.'"
- **Md. Rule 1-341(a):** In order to impose sanctions under
- **URS Corp. v. Fort Myer Constr. Corp., 452 Md. 48, 72 (2017):** A court must "make an explicit finding that a party conducted litigation either in Bad faith or without substantial justification."

- Frey v. Frey to assert that incapacity voids the MSA ab initio:

And upon a finding that the justification for an award for sanctions exists, the court must make a separate finding of "whether the party's conduct merits the assessment of costs and attorney's fees." Id. In this case. The Respondent acted in bad faith by taking advantage of Petitioner's Poor Physical and Mental health and Homelessness to Push an inequitable marital settlement agreement and refused to honor the terms and conditions of this agreement through her refusal to pay The Petitioner his share of the value of the marital home after 60 days from home's appraisal on 07-25-2023 which was Seven (7) days before The Petitioner applied for The Appeal on 08-02-2023.

[8] The Supreme Court of The United States Jurisdiction Arguments.

(A)- Important Federal Question (Supreme Court Rule 10(a), (c)): (1)- Disability Rights in Legal Proceedings:

How should courts protect the rights of mentally disabled individuals in contract disputes, particularly in family law matters?

(B)-Questions for Supreme Court Review: Petitioner's petition presents a clear, compelling federal questions that warrant Supreme Court review

(1)- Primary Question (Due Process):

"Does a state court's application of the acquiescence doctrine to a litigant with documented mental disabilities, without considering how those disabilities affected understanding of legal proceedings, Violate Due Process under the U.S. Const. Fourteenth (14th) Amendment XIV?"

(2)- Secondary Question (ADA):

"Does a state court's failure to consider a litigant's documented mental disabilities when Applying procedural doctrines that terminate substantive rights violate Title II of Americans with Disabilities Act?"

(C)- Due Process Arguments: (1)- Procedural Due Process Framework: 1- Apply the **Mathews v. Eldridge** three-part test:

2- Private interest affected (Property Rights, Parent-Child relationship); 3- Risk of Erroneous deprivation through procedures used

4- Government interest in maintaining current procedures

5- Argue that Appellate Court's failure to consider mental capacity created Unacceptable risk of erroneous deprivation of property rights & access to appellate review

6- Cite **Turner v. Rogers, 564 U.S. 431 (2011)**, Recognized that due process require additional safeguards for vulnerable litigants.

(2)- Substantive Due Process Approach:

- 1- Frame the case as implicating fundamental rights to:
- 2- Access to courts (**Boddie v. Connecticut**, 401 U.S. 371, 377-78 (1971)).
- 3- Parent-Child relationships (**Troxel v. Granville**, 530 U.S. 57 (2000))
- 4- Protection from Exploitation when Vulnerable
- 5- Argue that Fundamental rights are at stake, courts must apply heightened scrutiny to procedural barriers that terminate those rights

(D)- Equal Access to Justice: (1)- Does dismissing an Appeal based on acquiescence without considering mental disability violate constitutional Guarantees of equal access to justice?

(E)- Americans with Disabilities Act Strategy

(1)- Title II Framework: Establish that The Petitioner is a qualified individual with a disability through:

- 1- SSI approval documentation (**Appendix-3**)
- 2- MTA Mobility approval (**Appendix-11**)
- 3- Multiple medical diagnoses
- 4- Establish that state courts are public entities under **Title II Tennessee v. Lane**, 541 U.S. 509, 533-34 (2004).
- 5- Argue Rigid application of acquiescence doctrine without disability accommodation effectively denied access to appellate review

(2)- Reasonable Accommodation Arguments: The court should have:

- 1- Evaluated mental capacity before applying acquiescence
- 2- Liberally construed pro se pleadings in light of disability
- 3- Considered disability as context for seemingly contradictory filings
- 4- Characterize court's failure to consider disability despite explicit mention in record as "deliberate indifference" to ADA obligations

(F)- Mental Capacity Arguments: **(1)- Maryland Standard:** 1- Apply Maryland's standard for mental capacity in contract formation:

- 2- Whether the person possessed sufficient mental capacity to understand the nature and effect of the transaction
- 3- Whether the person could form a rational judgment about it
- 4- Cite **Deering v. Deering**, 292 Md. 115, 129 (1982) and **Frey v. Frey**, 298 Md. 552 (1984)

(2)- Evidence Strategy:

- 1- Present medical evidence: Chronologically to establish incapacity at the time of signing
- 2- All specific diagnoses to cognitive impairments relevant to contract formation.
- 3- Major Depressive Disorder: Impaired decision-making, concentration
- 4- ADHD: Difficulty focusing, impulsivity
- 5- Memory Impairment: Inability to recall and evaluate terms.

(G)- Chronology Strategy to Defeat Acquiescence: **(1)- Timeline Emphasis:** 1- The MSA was signed on **May 24, 2023**.

- 2- The Respondent's Appraisal completed on **May 26, 2023**.
- 3- The 60-day Payment Deadline completed on: **July 25, 2023**.
- 4- The Petitioner's Appeal filed on **August 2, 2023** (After The deadline Passed Without Any Payment from The Respondent).
- 5- The Contempt petition filed on **November 20, 2023** (After The Appeal was already in Process)

(2)- Breach The Marital Settlement Agreement:

- 1- Emphasize that Petitioner appeal was filed after Respondent Failed to pay Petitioner's share within the 60-day deadline
- 2- Cite **Brees v. Cramer**, 322 Md. 214 (1991) to establish that seeking enforcement after a breach does Not Preclude challenging validity
- 3- Argue that acquiescence requires knowing and voluntary action, which is impossible without mental capacity
- 4- Civil Rights Action: Consider **42 U.S.C. § 1983** action challenging systematic failures to accommodate mentally disabled litigants in state courts.

[9] Departure from Judicial Norms (Rule 10(a)).

- 1- Appellate Court failed to consider how Petitioner's mental disability affected both his capacity to enter the MSA and his subsequent legal actions
- 2- The Appellate Court applied the doctrine of acquiescence mechanically without the nuanced analysis required when mental disability is involved
- 3- The Appellate Court's approach effectively penalized The Petitioner for his vulnerable status as a mentally disabled litigant with language barriers without any Legal Representation.

[10] Conflict with Relevant Decisions (Supreme Court Rule 10(a), (c))

- 1- Dismissal conflicts with precedents establishing that contracts entered by mentally incapacitated persons are voidable
- 2- The dismissal conflicts with precedents allowing courts to void unconscionable marital settlement agreements
- 3- The dismissal conflicts with precedents requiring courts to ensure procedural fairness for vulnerable litigants.

[11] Conclusion Regarding The Appellate Court's Decision:

- 1- This appeal presents compelling grounds for Supreme Court review based on the intersection of Mental Disability, Contract law, and Due process rights. The strategy focuses on demonstrating that Appellate Court's dismissal based on acquiescence failed to consider Petitioner's mental disability and resulted in a Fundamental Unfairness that Warrants Supreme Court intervention.
- 2- The specific provisions of the marital settlement agreement, when viewed in light of The Petitioner's mental disability and Need for an interpreter, present a clear case of Unconscionability that Maryland courts have previously recognized As grounds for voiding such agreements. By framing the case as raising important federal questions about the due process Rights of individuals with mental disabilities, we strengthen the case for Supreme Court review.
- 3- The Appellate Court's Failure to apply (**Deering and Rand**) to assess mental incapacity and Unconscionability. Misinterpretation of the doctrine of acquiescence in light of Petitioner's Mental disability.
- 4- The Appellate Court's Failure to evaluate medical evidence of Petitioner's Psychiatric and Neurological condition at the time of the agreement and Post-Judgment motions. And how Petitioner's Mental conditions affected his Decision-Making.
- 5- The Petitioner's Federal Precedent on Disability Rights Leverage the Americans with Disabilities Act (ADA) and Due Process Clause to argue that Petitioner's disability entitled him to accommodations (e.g., Extended deadlines, Court-Appointed Counsel).
- 6- The Public Policy Concerns The Petitioner is Argue that enforcing an agreement signed under mental duress undermines Maryland's commitment to fairness in family law.
- 7- The Appellate Court Erred by dismissing the appeal without addressing Petitioner's mental incapacity and procedural disadvantages.
- 8- A successful appeal requires reframing Petitioner's actions as products of Disability, Not acquiescence & Proving Agreement's Unconscionability

REASONS FOR GRANTING THE WRIT

I. This Case Presents Important Question About Due Process Protections for Mentally Disabled Litigants in Family Court Proceedings

This case presents substantial federal questions regarding the constitutional protections afforded to individuals with mental disabilities in family court proceedings. The Maryland courts' enforcement of a marital settlement agreement against Petitioner, despite his documented mental disability and without providing adequate procedural safeguards, raises serious concerns under both the Due Process and Equal Protection Clauses of the Fourteenth (14TH) Amendment XIV. These constitutional questions are of exceptional importance because they affect a vulnerable population's access to justice in proceedings that implicate fundamental rights. Family court matters involving property division, financial support, and child custody have profound and lasting consequences for the parties involved. When one party suffers from mental disability, as Petitioner does, additional procedural safeguards are required to ensure meaningful participation and fundamental fairness.

The Maryland courts' failure to address these constitutional dimensions warrants this Court's review. By denying certiorari without addressing the constitutional issues raised, the Supreme Court of Maryland has left unresolved important questions about the intersection of disability rights and family law that have implications far beyond this individual case.

(A)- The Maryland's Courts Failed to Provide Due Process Protections Required by the Fourteenth Amendment.

- 1- This Court should grant certiorari because both the Supreme Court of Maryland and the Appellate Court of Maryland committed Egregious Constitutional errors by ignoring overwhelming medical evidence of Petitioner's mental disabilities when enforcing Marital Settlement Agreement (MSA). The record contains extensive clinical documentation establishing that Petitioner suffers from Dementia, Alzheimer's disease, and other Severe Cognitive impairments that Fundamentally undermined his capacity to understand or consent to the MSA's terms.
- 2- Petitioner's medical records, including diagnoses from licensed neurologists (**Appendix-5)(5-A),(5-B**), Psychiatrists (**Appendix 6**), and Neuropsychiatrists (**Appendix 7**), Unequivocally establish his cognitive limitations.
- 3- The Social Security Administration Has Formally Recognized his disability, qualifying him for Supplemental Security Income (SSI) (**Appendix 3**).
- 4- The Maryland Transit Administration has similarly Acknowledged his disability, providing him with mobility assistance (**Appendix 11**).
- 5- Despite this overwhelming evidence, MD courts systematically Failed to consider Petitioner's mental capacity By enforcing the MSA against him.
- 6- This Court has consistently recognized that due process requires "Fundamental Fairness" in judicial proceedings.
- 7- The Due Process Clause of the Fourteenth (14TH) Amendment XIV guarantees procedural fairness when state action threatens to deprive individuals of Protected interests. **Boddie v. Connecticut**, 401 U.S. 371, 377-78 (1971).
- 8- This Court has long recognized that Due process requirements are particularly stringent in contexts where fundamental rights are at stake, including family relationships and significant property interests. **Id. at 376**.

In this case, Petitioner's mental disability including Dementia and Alzheimer's required additional procedural safeguards to ensure that his due process rights were protected. The record demonstrates that Petitioner suffers from documented mental disability, As evidenced by his approval for (SSI) benefits and (MTA) Mobility Transportation for Americans with disabilities. (**Appendix-5 (5-A) & (5-B)**).

- 9- Despite this documented disability, MD courts failed to provide Any accommodations or additional procedural protections.

This Court's precedents establish that due process is a flexible concept that calls for procedural protections tailored to the particular situation.

- 10- This Court has consistently recognized that due process requires "Fundamental Fairness" in judicial proceedings.

Lassiter v. Department of Social Services, 452 U.S. 18, 27 (1981).

11- **Mathews v. Eldridge**, 424 U.S. 319, 334 (1976). The Mathews framework requires consideration of Three Factors:

(1st) First, Petitioner's Private interest, his Marital property rights, including MD Home for Over \$500,000, VA Home over \$250,000, Retirement accounts, Marital Car that Respondent Liquidated worth \$50,000 and other substantial assets is significant.

(2nd) Second, The Risk of erroneous deprivation is extreme when courts enforce complex legal agreements against individuals with documented Cognitive impairments without Proper Accommodations or Evaluation of Capacity.

(3rd) Third, The Government's interest in providing appropriate accommodations for disabled litigants is minimal compared to the substantial Private interests at stake. The MD courts' Failure to Properly Consider Petitioner's mental disability therefore violates The Fundamental Principles of Procedural Due process established by this Court.

Applying Mathews Factors to this case Demonstrates that additional Procedural Safeguards were Constitutionally Required:

(1st) First, The Petitioner's Private interests at Stake were Substantial:

involving significant property rights, financial obligations, and family relationships. The MSA determined the division of marital property, allocated Financial responsibilities, and potentially affected Petitioner's relationship with his children.

These interests are among the most significant that can be adjudicated in civil proceedings. See **Goldberg v. Kelly**, 397 U.S. 254, 262 (1970) (Recognizing the Critical Nature of Financial resources for subsistence).

(2nd) Second, The Risk of Erroneous Deprivation was Exceptionally High given Petitioner's Mental Disability.

The record shows that Petitioner was taking mental health medications, including narcotics, during the relevant period.

His impaired judgment was evident from his filing a Petition for Contempt in which he was suing himself. Id. Without additional procedural safeguards, there was a risk that Petitioner couldn't meaningfully understand or participate in the proceedings, leading to an erroneous outcome. Additional safeguards would have had significant value in preventing erroneous deprivation. These could have included:

(1) appointment of a guardian ad litem; (2) competency evaluation; (3) accommodations for disability in court proceedings; (4) enhanced scrutiny of the MSA's terms; and (5) consideration of Petitioner's mental capacity at the time of execution.

These measures would have substantially reduced the risk of enforcing MSA Petitioner lacked capacity to understand or consent to.

Systemic Injustice by the Circuit Court of Baltimore County Rewrote the Petitioner's Life to the Sole Benefit of the Respondent A Constitutional Crisis Warranting Review

The Circuit Court of Baltimore County's rulings produced outcomes so extreme and unjust that they demand this Court's attention.

The court Not only failed to safeguard Petitioner's fundamental rights under the Constitution and the Americans with Disabilities Act (ADA),

it is also actively **enabled the Respondent to strip the Petitioner of home, children, property, dignity, and liberty**,

Without procedural protections, without equal treatment, and without any meaningful judicial fairness.

The Consequences are Catastrophic:

1- The Petitioner is now Homeless for Four (4) Years, living in poverty and relying on food stamps, while **Respondent owns Two (2) Houses**, First (1st) House in Maryland that worth Over (\$500,000) at: (129 Hollow Brook Rd, Timonium, MD, 21093) and, Second (2nd) House in Virginia worth Over (\$250,000) at:(1724 Mathews Terrace, Portsmouth, VA, 23704)

Those Two (2) houses acquired by using marital Funds for last 12 years from (2011-2023) and under protection of Circuit Court's unjust rulings.

2- The Respondent Unilaterally sold the Marital Vehicle (Toyota Corolla Rav-4) worth over (\$50,000) while Petitioner was outside the USA And She purchased a brand new vehicle using marital funds, without Petitioner's consent or a court's authorization.

3- The Respondent Falsely Claimed a (\$90,000) down payment for current marital home in Maryland came from her father as a "Loan," Rather than from the sale proceeds of their (1st) marital home for (\$145,000) in 2018 at:(4008 Falls Rd, Baltimore, MD, 21211), (Appendix-18) Without No loan evidence such as bank records, wire transfers, or Notarized loan documentation was produced to support this lie.

- Yet the Circuit Court of Baltimore County **accepted this baseless assertion**, disinheriting the Petitioner of his rightful marital equity.

4- For Last 12 years from (2011-2023), the Petitioner was a **Stay-at-home father**, dedicating himself to the care and upbringing of their children. By doing so, he enabled the Respondent to work full-time, and He saved on childcare, and build her nursing career, where she now earns \$120,000 annually. Instead of honoring his contribution, the court punished his sacrifices.

5- The Respondent now enjoys Full legal and physical custody while Petitioner has been denied contact with his children for over Two (2) Years. This is a Soul-Crushing Outcome that No just court would allow, especially in the absence of procedural safeguards and with full knowledge Of the Petitioner's mental disability.

Constitutional Violations and Institutional Discrimination

This is Not merely a Case of Judicial Error—it is a **Constitutional Crisis**. The Circuit Court of Baltimore County:

1- Enforced a (MSA) that the Petitioner did Not have the capacity to understand or knowingly consent to Due to his mental disability.

2- Refused to provide ADA Accommodations or modifications despite clear evidence of Petitioner's diagnosed mental impairments.

3- Denied Petitioner Equal Protection Under The law by treating him identically to Non-disabled litigants, Failing to recognize that equity Requires reasonable adjustments in procedure.

4- Allowed the Respondent to Misrepresent Facts and Manipulate Proceedings,

Further exploiting the Petitioner's disability while the court stood complicit.

As established in **Lassiter v. Department of Social Services** and **Turner v. Rogers**, and **Boddie v. Connecticut**,

Due process must include heightened safeguards when fundamental rights like parenting, housing, and access to property are at risk, Especially when a litigant is mentally disabled. These protections were Utterly ignored here.

Moreover, under **City of Cleburne v. Cleburne Living Center**, courts may Not justify disparate treatment of the disabled based on stigma or convenience. Yet, the Maryland courts did just that—institutionalizing injustice under the guise of standard procedure.

This Honorable Court Must Intervene

1- The record here is clear: The Circuit Court of Baltimore County enabled the Total Erasure of the Petitioner's Marital Legal Rights, Livelihood, Family & Home, without due process, in violation of the Fifth (5TH) Amendment V & Fourteenth (14TH) Amendment XIV, in contravention of the ADA. 2- This is Not a family law dispute; it is a **National Constitutional Question** that affects the integrity of state judicial systems and the rights of Disabled individuals across the country.

3- **The U.S. Supreme Court's review is Not only Warranted, it is Essential.** Without intervention, this case will serve as a dangerous precedent That a mentally disabled parent can be stripped of his Home, Property, Marital Funds and children without Safeguards, Representation, or Justice. However, Lane focused primarily on physical disabilities and access to courthouses, leaving open questions about the constitutional requirements for accommodating mental disabilities in court proceedings.

This case would allow this Court to address intersection of disability rights and family law in a context that has significant implications nationwide. Family courts across the country regularly adjudicate cases involving parties with mental disabilities, and clear guidance from this Court on Constitutional requirement in such cases would promote uniformity & protect fundamental rights.

Specifically, This Case Presents an Opportunity to Clarify:

What procedural safeguards are constitutionally required when a party with documented mental disability participates in family court proceedings; How courts should evaluate the validity of marital settlement agreements executed by parties with mental disabilities; What accommodations are necessary to ensure that mentally disabled litigants have meaningful access to justice in family court proceedings; and How the doctrine of acquiescence should be applied when a party with mental disability seeks to challenge the validity of The MSA. These questions have Not been definitively resolved by this Court's precedents but are of critical importance to ensuring that Mentally disabled litigants receive the constitutional protections to which they are entitled. By granting review in this case, The Court can provide much-needed guidance to lower courts on these significant constitutional issues.

II. This Case Raises Important Public Interest Concerns That The Maryland Supreme Court Failed to Address, This Case Presents an Important Equal Protection Question Regarding Disability Discrimination in Judicial Proceedings.

(A) Systematic Failure to Protect Mentally Disabled Litigants in Family Court Proceedings Affects Countless Individuals Nationwide

1- This case presents an issue of exceptional importance warranting this Court's review. The systematic failure of state courts to protect vulnerable individuals with mental disabilities in family court proceedings raises profound constitutional concerns that affect countless similarly situated individuals nationwide.

2- Family court proceedings, particularly those involving the division of marital property, have life-altering consequences for the parties involved. When one party suffers from a mental disability that impairs their ability to understand or consent to legal agreements, fundamental principles of fairness and due process demand appropriate accommodations and safeguards. Without this Court's intervention, mentally disabled litigants will continue to be deprived of their fundamental rights to due process, equal protection, and meaningful access to justice.

3- The Protection of vulnerable individuals in legal proceedings is a matter of significant public interest that transcends the particular circumstances of this case. When courts fail to provide adequate safeguards for parties with mental disabilities, they Not only violate individual constitutional rights But also undermine public confidence in the fairness and accessibility of the justice system.

The Supreme Court of Maryland denied review on the grounds that "there has been no showing that review by certiorari is desirable and in the public interest." App. 1a. This conclusion overlooks the substantial public interest in ensuring that vulnerable individuals with mental disabilities are protected in legal proceedings that affect their fundamental rights.

The Public Interest in This Case is Evident from Several Perspectives:

(1st) First, there is a Broad Societal Interest: in ensuring that marital settlement agreements are the product of informed, voluntary consent by parties who have the capacity to understand their terms. When courts enforce agreements against parties who lacked capacity due to mental disability, they undermine the integrity of contract principles and the fairness of family court outcomes.

(2nd) Second, there is a Public Interest: in establishing clear standards for when mental disability requires additional procedural safeguards in legal proceedings. The Maryland courts' failure to address Petitioner's documented disability leaves uncertainty about when and how courts should accommodate mental disabilities, affecting countless similarly situated individuals.

(3rd) Third, there is a Public Interest: in ensuring that the doctrine of acquiescence is Not misapplied to deny meaningful appellate review to vulnerable parties. The Maryland courts' application of this doctrine to Petitioner, despite his mental disability, raises concerns about access to appellate review for similarly situated individuals. MD courts recognized these Public interest dimensions in other contexts.

In Reisinger v. Sams, No. 521, September Term, 2023 (Md. App. Ct. Mar. 18, 2024), the court acknowledged that mental condition is a relevant factor in evaluating the validity of marital settlement agreements. (Appendix-2). However, the courts failed to apply these principles to Petitioner's case, despite his documented mental disability. The Supreme Court of Maryland's conclusion that there was "No showing that review by certiorari is desirable and in the public interest" cannot be reconciled with these significant public interest concerns. By denying review without addressing these issues, the court overlooked the broader implications of this case for vulnerable individuals throughout Maryland and beyond.

(B)- This Court's Guidance Is Necessary to Establish Clear Constitutional Standards for Protecting Mentally Disabled Litigants in Family Court Proceedings

This Court's review is necessary to establish clear constitutional standards for protecting mentally disabled litigants in family court proceedings. While this Court has addressed the rights of mentally disabled individuals in various contexts, it has not specifically addressed the constitutional requirements for protecting mentally disabled litigants in family court proceedings involving marital settlement agreements.

The Maryland courts' failure to properly consider Petitioner's mental disability—despite overwhelming medical evidence—highlights the urgent need for this Court's guidance. By granting certiorari in this case, this Court can establish clear constitutional standards that will guide state courts nationwide in protecting the rights of mentally disabled litigants in family court proceedings.

(C)- The Intersection of Disability Rights and Family Law Presents Novel Questions of National Importance

1- This case presents Novel questions at the intersection of disability rights and family law that are of national importance. As National Council on Disability has recognized, "Understanding Intersection of the ADA and Family Law" (2019),

There is growing recognition that family courts must adapt their procedures to accommodate parties with disabilities.

2- The questions presented in this case have implications far beyond Maryland's borders. Family courts nationwide regularly adjudicate cases involving parties with mental disabilities, and there is a pressing need for clear guidance on the constitutional requirements in such cases.

By granting review, this Court can provide that guidance and ensure that mentally disabled litigants receive consistent constitutional protections regardless of where they live.

3- The national importance of these issues is reflected in recent attention from legal organizations and government agencies.

The American Bar Association's Resolution 106 (2016), "Supporting Modifications to Legal Systems to Better Accommodate Persons with Disabilities," calls for courts to "develop and implement plans to better accommodate persons with disabilities." The U.S. Department of Justice, Civil Rights Division, has issued guidance on "The Americans with Disabilities Act and Family Courts" (2021), emphasizing the need for accommodations in family court proceedings.

4- Despite this growing recognition of the importance of accommodating disability in family courts, there remains significant variation in how courts across the country address these issues. Some jurisdictions have developed comprehensive protocols for identifying and accommodating parties with mental disabilities, while others, like Maryland in this case, provide few if any accommodations. This inconsistency underscores the need for This Court's guidance on the constitutional minimum requirements.

5- The questions presented in this case are particularly important because they affect a vulnerable population that often lacks the resources or capacity to advocate effectively for their rights. Mentally disabled litigants in family court proceedings frequently face barriers to accessing justice that non-disabled litigants do not encounter. Without clear constitutional standards, these barriers will persist, perpetuating inequality in the administration of justice.

By granting review in this case, this Court can address these novel questions of national importance and provide much-needed guidance to courts across the country. The Court's decision would have far-reaching implications for the fair administration of justice in family courts nationwide and would help ensure that mentally disabled litigants receive the constitutional protections to which they are entitled.

(D)- The Maryland Supreme Court's Denial of Review Overlooked Critical Public Interest Dimensions

The Supreme Court of Maryland's denial of review on the grounds that "there has been no showing that review by certiorari is desirable and in the public interest" overlooked critical public interest dimensions of this case. (Appendix-1)

This conclusion cannot be reconciled with the significant constitutional questions and public interest concerns presented.

The Maryland court's cursory dismissal of the public interest dimensions is particularly troubling given the documented evidence of Petitioner's mental disability including Dementia and Alzheimer's and the procedural irregularities in the case. The record demonstrates that Petitioner was approved for SSI benefits and MTA Mobility transportation for Americans with disabilities, establishing his status as a disabled individual entitled to accommodations. (Appendix-5) (5-A) & (5-B). Despite this documentation, MD courts provided no accommodations and enforced agreements executed while Petitioner allegedly lacked capacity.

The Public interest in Reviewing Such Cases is Evident from Several Perspectives:

(1st) First, there is a public interest in ensuring that courts do Not become instruments for enforcing agreements against vulnerable parties who lacked capacity to consent. When courts enforce marital settlement agreements against mentally disabled parties without inquiring into capacity, they risk perpetuating exploitation and undermining the integrity of judicial processes.

(2nd) Second, there is a public interest in clarifying the procedural safeguards required when a party with documented mental disability participates in family court proceedings. The Maryland courts' failure to provide any accommodations for Petitioner's disability raises questions about the adequacy of existing procedures for identifying and accommodating disability in family courts.

(3rd) Third, there is a public interest in ensuring that the doctrine of acquiescence is not applied in a manner that denies meaningful appellate review to vulnerable parties. The Maryland courts' application of this doctrine to Petitioner, despite his mental disability, raises concerns about access to appellate review for similarly situated individuals.

The Supreme Court of Maryland's conclusion that there was "No showing that review by certiorari is desirable and in the Public interest" fails to acknowledge these significant public interest concerns. By denying review without addressing these issues, the court overlooked the broader implications of this case for vulnerable individuals throughout Maryland and beyond.

This Court should grant review to address these overlooked public interest dimensions and provide guidance on the constitutional protections required for mentally disabled litigants in family court proceedings.

III. THE PETITION RAISES SUBSTANTIAL FEDERAL QUESTIONS THAT HAVE NOT BEEN, BUT SHOULD BE, SETTLED BY THIS COURT

This Petition raises substantial Federal questions regarding the Constitutional rights of Mentally disabled individuals in family court proceedings Questions that have Not been, but should be, settled by this Court. Specifically:

- 1- **Whether the Due Process Clause** requires state courts to provide specific procedural safeguards when enforcing marital settlement agreements against parties with documented mental disabilities.
- 2- **Whether the Equal Protection Clause** prohibits state courts from enforcing marital settlement agreements against mentally disabled parties without providing reasonable accommodations; and
- 3- **Whether The Failure to provide such Accommodations** constitutes discrimination against a protected class.

These questions are of profound constitutional significance and warrant this Court's review. The answers will affect not only Petitioner but countless other mentally disabled individuals who face similar challenges in family court proceedings nationwide.

Several Features of This Case make it Particularly Suitable for This Court's Review:

(1st) First, the record contains clear documentation of Petitioner's mental disability. Unlike cases where disability status might be contested or unclear, Petitioner's approval for (SSI) benefits and (MTA) Mobility transportation for Americans with disabilities provides objective evidence of his disability status including Dementia and Alzheimer's. **(Appendix-5) (5-A) & (5-B)**.

This documentation eliminates factual disputes about whether Petitioner is entitled to disability accommodations and allows the Court to focus on the constitutional questions presented.

(2nd) Second, the case presents a clean procedural posture for reviewing the constitutional questions. The Maryland courts at all levels failed to address Petitioner's mental disability or provide accommodations, creating a clear record of the constitutional violations alleged. The Supreme Court of Maryland's denial of review on public interest grounds squarely presents the question of whether constitutional violations against mentally disabled litigants implicate sufficient public interest to warrant review.

(3rd) Third, the case involves a marital settlement agreement that was executed while Petitioner allegedly lacked capacity due to his mental disability. This context allows the Court to address important questions about the intersection of contract principles, family law, and disability rights. The enforcement of such agreements against mentally disabled parties raises constitutional concerns that have implications far beyond this individual case.

(4th) Fourth, the case presents multiple constitutional dimensions both due process and equal protection allowing the Court to provide comprehensive guidance on the constitutional protections afforded to mentally disabled litigants in family court proceedings. This comprehensive approach would benefit courts nationwide in addressing similar cases.

IV. The Petition Outlines Multiple Grounds for Challenging MSA Under Maryland and Federal laws:

(1) Lack of Mental Capacity: If one party Lacked Mental Capacity to understand MSA at the time it was signed, this MSA may be deemed invalid.

(2) Duress or Coercion or Threat: If one party can show that they were under Duress or Coercion or Threat when they signed MSA, such as threats or Pressure, the agreement may be set aside.

(3) Undue influence: If one party can demonstrate that other party exerted undue influence over them to sign the MSA, a court may set it aside.

(4) Inequitable Division of Marital Property: If the division of Marital property in the MSA is grossly unfair or inequitable to one party, a court may set aside the agreement.

(5) Failure to Disclose Assets: If one party fails to fully disclose Marital assets or liabilities during negotiation of MSA, The MSA may be set aside for lack of full financial disclosure.

(6) Fraud: If one party can prove that other party engaged in fraud or deception to induce them to enter into MSA court may set aside the MSA.

(7) Mistake: If there was a mutual mistake of fact or a unilateral mistake by one party that significantly affected the terms of the agreement, it may be possible to set aside the agreement.

(8) Unconscionability: If the terms of the MSA are so One-sided or Unfair that they shock the Conscience, A court may set aside the agreement.

(9) Violation of Public Policy: If the agreement violates Public Policy or legal requirements, such as provisions regarding child support or custody, a court may set aside the agreement.

CONCLUSION

1- For the foregoing reasons, this Court should grant the petition for a writ of certiorari to review the judgment of the Supreme Court of Maryland and The Appellate Court of Maryland. The systematic Failure of Maryland courts to recognize, accommodate, and properly consider Petitioner's Documented mental disability when enforcing the MSA violates fundamental principles of due process and equal protection guaranteed by the United States Constitution. This case presents issues of exceptional importance that warrant this Court's review.

2- The constitutional rights of mentally disabled individuals in family court proceedings particularly their right to Fundamental Fairness, Due process, and Equal Protection are at stake. Without this Court's intervention, Petitioner and countless other mentally disabled litigants nationwide will continue to be deprived of their fundamental rights to due process, equal protection, and meaningful access to justice.

Under Maryland Law:

- Restatement Second of Contracts § 19 (3).

Furthermore, The MSA are the same as general contracts under Maryland law and are thus subject to the same rules of construction.

- **Young v. Anne Arundel County, 146 Md. App. 526, 562 (Md. Ct. Spec. App. 2002).**

- **Cannon v. Cannon, 384 Md. 537, 554, 568, 569, 573 (Md. 2005).**

"Postnuptial agreement is valid & enforceable unless agreement is unconscionable or the byproduct of fraud, duress, mistake, or undue influence."

- **Lloyd v. Niceta, 485 Md. 422, 443 (2023).**

- **Eaton v. Eaton, 34 Md. App. 157, 162 (Md. Ct. Spec. App. 1976);**

A MSA is void if one party "was mentally incompetent, lacked the legal capacity to contract, acted under duress, [or] was induced by fraud."

- **Williams v. Williams, 306 Md. 332, 336 (Md. 1986);** In addition, The Marital Settlement Agreements are void under Maryland law if they are "unconscionable" or "shock the conscience" of the Court.

- **Cannon v. Cannon, 384 Md. 537, 554 (Md. 2005);** Furthermore, MSA are assailable by a contesting party for fraud, duress, coercion, mistake, Undue influence, or a party's incompetence.

- **Hresko v. Hresko, 83 Md. App. 228, 231 (Md. Ct. Spec. App. 1990)** Citing **Fleisher v. Fleisher, 60 Md. App. 565, 570, 483 A.2d 1312 (1984).**

The burden is on the moving party to produce evidence sufficient to show that the judgment in question was the product of fraud, mistake, or irregularity. All of these factors are present in the case at hand.

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[1]- First (1ST) Reason - The Petitioner's Lack of Mental Capacity.

If one party lacked the mental capacity to understand the agreement at time it was signed, the agreement may be deemed invalid.

In this case Petitioner lacked mental capacity to understand MSA at trial's time. In this case, the Petitioner lacked mental capacity to understand the MSA at the trial's time, rendering the agreement voidable under established principles of contract law as applied to marital settlements in MD.

- **Atkinson v. McCulloh, 149 Md. 662, 673 (1926);** The MSA is invalid due to Mental incapacity,

because "The contract made by an incompetent is voidable and may be "avoided at the instance of the incompetent person, And, in the event of his death, by his personal representatives or heirs." This precedent underscores the equitable doctrine that contracts entered into without requisite mental competence are unenforceable, protecting vulnerable parties from exploitation in fiduciary-like relationships such as marriage.

- Here, Petitioner's Severe mental impairments including Dementia and Alzheimer's, Major Depressive Disorder (F33.2), ADHD (F90.0), Generalized Anxiety Disorder (F41.1), and Cognitive deficits and Memory impairment (R41.3) rendered him incapable of understanding the MSA's terms or consequences, as confirmed by Phoenix Mental Health Services, his Neurologist, and his Neuropsychiatrist (**Appendix-4**), (**Appendix-5**), (**5-A**) & (**5-B**), (**Appendix-6**), (**Appendix-7**). Maryland courts strictly enforce procedural safeguards to protect vulnerable parties.

- **Md. Fam. Law § 8-201:** Mandates that Marital Agreements promote "Fairness and Equity,"

- **While Md. Fam. Law § 8-205 (b):** Requires Full Financial Disclosure and Voluntariness. Respondent's failure to disclose material assets and her Counsel's coercive interrogation of Petitioner during active mental health crises (**Transcript, Page 13; from line (3) to line (5) (Appendix-33)**)

- **Cannon v. Cannon, 156 Md. App. 387 (2004)** Constitute "unfair surprise" Critically, the Baltimore County Circuit Court ignored its duty to Postpone trial pending medical confirmation of Petitioner's capacity. This judicial oversight violates the duty of inquiry imposed on courts under Maryland Rules, ensuring due process in family law proceedings

Violating **Md. Fam. Law § 8-105's** requirement for informed consent:

The Social Security Administration's approval of Petitioner's SSI claim (**Appendix-3**)

A Rigorous Federal Determination of Disability corroborates his incapacity.

The Petitioner is Suffering from Dementia, Alzheimer's And other Mental Disability Conditions in Forms of:

(1)- Based on The Treatment letter from Phoenix Mental Health Services (APPENDIX-4)

The Petitioner was diagnosed with: -F33.2 Major depressive disorder, recurrent episodes, Severe and Mild Cognitive impairment.

-F90.0 Attention-Deficit /Hyperactivity Disorders, Predominantly inattentive presentation. -F41.1 Generalized Anxiety Disorder.

Symptoms of Major Depressive Disorder (MDD):

Cognitive function: Difficulty concentrating, Remembering, or Making decisions, Feeling sad, Anxious, Empty, Hopeless, and Pessimistic, Feelings of Guilt, Worthlessness, Helplessness, and irritability, Slowing down of Physical activity, Speech, Thinking, and increased restlessness.

(2)- Based on The Medical Report from Petitioner's Neurological Medicine, P.A. (APPENDIX-5) (5-A).

The Petitioner was diagnosed by his Neurologist with Dementia and Alzheimer's due to: 1- Intracranial Arteriosclerosis.

2- Arteriosclerosis of Carotid artery, Bilateral (I65.23).

3- Dementia, Vascular, Mixed (Established Diagnosis) (F01.50) and Started on **DONEPEZIL 5mg Tablet**.

4- Severe Cognitive impairment (Established Diagnosis) (R41.89) and Started on **MEMANTINE 5 mg Tablet**.

(3)- Based on The Medical Report from Petitioner's Neurologist on 05-09-2023 (APPENDIX-5) (5-B).

The Petitioner was diagnosed by his Neurologist with Attention Deficit Hyperactivity Disorder (ADHD) and Memory Impairment, And he was prescribed (**Concerta Extended Release 18 mg**). Memory impairment- R41.3 (Primary) Likely secondary to significant depression, Overwhelming stressors and underlying pre-existing learning disability also contributory. The language barrier does not help the situation, Major depressive disorder with current active Episodes. -Covid-19 Long hauler - U 09.9 The possibility of some cognitive impairment as a residual of long-haul Covid is to be considered. - Learning difficulty - F81.9

Symptoms of Attention Deficit Hyperactivity Disorder (ADHD):

- (1) Inattention, which is Difficulty paying attention, staying on tasks longer than Normal, Carelessness & Lack of attention to details.
- (2) Difficulty remembering info & inability to focus or prioritize tasks. (3) Continually forgetting, losing, and misplacing things.
- (4) Continually starting new tasks, Before finishing old ones. (5) Poor organizational skills. (6) Inability to deal with stress.
- (7) Having trouble taking turns. (8) Having difficulty getting along with others.
- (9) Impulsivity as acting without thinking having difficulty with self-control, Mood swings, irritability, quick temper.

(4)- Based on Medical Report from Petitioner's Psychiatrist on 03-21-2023 (APPENDIX-6)

The Petitioner was diagnosed by Severe Depression and Social Anxiety

Symptoms of Severe Depression: (1) Difficulty concentrating, Remembering, or Making decisions.

- (2) Ongoing feelings of worthlessness or feelings of undue guilt, (3) Lasting sadness, Hopelessness, Helplessness, and "Empty" mood.
- (4) Lose interest in activities they once enjoyed, such as hobbies, and sports. (5) Feeling tired, lacking energy & feeling slowed down.

Symptoms of Social Anxiety: (1) Difficulty Concentrating: Negative thoughts urge to flee situation, hard to focus on Tasks.

- (2) Excessive Worry: Persistent worry about everyday events accompanied by an inability to control concerns.
- (3) Panic Attacks: Intense and sudden episodes of fear or discomfort, often accompanied by physical symptoms like rapid heart rate, sweating, trembling, and a sense of impending doom.
- (4) Avoidance Behavior: Avoiding situations that might trigger anxiety, leading to a withdrawal from social interactions.
- (5) Irritability: Feeling easily agitated, irritable, or having a low tolerance for frustration.

(5)- Based on Medical Report from Petitioner's Neuropsychiatrist in Egypt on 06-07-2022

The Petitioner was diagnosed with Major depression manifested by sadness, impaired concentration and memory impairment, and he was suffering from disturbed sleep and isolation.

This Medical Report stamped by both Ministry of Health and Interior in Egypt (APPENDIX-7)

(6)- Based on The Medical Report from Petitioner's Urologist on 02-15-2023

After The Petitioner had a surgery in his both kidneys under general anesthesia on 02-15-2023.

The Petitioner was suffering from: Benign Prostatic Hyperplasia with urinary frequency, Gross hematuria (Blood in Urine) Renal Calculus.

So, he was prescribed: (Oxycodone Hcl 5mg) strong Narcotic for Renal Pain & (Incontinence Diapers) due to Urinary incontinence (APPENDIX-8)

(7)- Petitioner Said at Trial that he was going to a Psychiatrist or a Mental Health Specialist Transcript (Page 13) from line (3) to line (5)

(APPENDIX-33)

This means that Petitioner was Not Fully Recovered, and he is still Under medical supervision.

At this point, the trial was supposed to be Postponed till The Circuit Court of Baltimore County, Got a medical report from The Petitioner's doctors that the Petitioner had fully recovered.

In this case, the one who supposed to evaluate Mental capacity of Petitioner is Petitioner's Physician, But Not the judge.

So, anyone can keep asking a Psychiatric Patient (The Petitioner) any questions and he will keep answering with unreasonable answers because The Petitioner was Not a mentally fit Normal person during Trial on 05-24-2023.

(8)- Great Proofs that Petitioner was Mentally Sick during The Trial on 05-24-2023.

1-The Petitioner got approved to claim his Supplemental Security Income (SSI) from The Social Security Department due to his mental disability. The Petitioner applied for his (SSI) before the trial in September 2022 and the Petitioner was in processing for his (SSI) for the whole year of 2023 till he got approved for his (SSI) In February -13-2024 (Appendix-3)

2- Due to Petitioner's mental disability and The Lack of legal representation, He forgot to inform The Appellate Court of Maryland and The Supreme Court of Maryland that he is claiming his (SSI) due to his mental disability

3- The Petitioner was Not qualified to claim his Social Security Disability Insurance (SSDI) because The Petitioner was not able to keep and maintain any stable job in The USA for the last Twenty (20) years Due to his mental disability.

4- This means That the Petitioner doesn't have any history of work in the USA for the last Twenty (20) years due to his mental Disability, so he was not qualified to claim his (SSDI) and he was qualified to claim only his (SSI). (Appendix-3)

5- If the Petitioner said that he is a psychiatric patient this means that he was Not mentally fit.

At this point, the trial was supposed to be stopped and postponed till the Petitioner recovered and provided a medical report showing The Petitioner's mental recovery to the Court. Not to keep asking questions to a mentally sick person (The Petitioner) who was falling Under his mental medications including Narcotic ones **This is Unfair at all**

6- Due to Petitioner's mental Disability when he started filing for Petition for Contempt Petitioner was suing himself (Appendix-9)

Question (Did the Honorable court see any Normal person Suing himself at the Court???)

7- When the Petitioner asked The Respondent for a simple request to see his children, The Respondent sent an email to Petitioner & accuse him Of his mental illness & she was afraid for the safety of children from Petitioner. (Appendix-10)

The Respondent said in her email to The Petitioner through her attorney:(My client has serious concerns with Mr. Ibrahim's lack of stability and perceivably impulsive behavior) (Coupled with the above, Mr. Ibrahim's allegations set forth in recent filings raise behavior and writings appear detached from reason and reality. My client has genuine reasonable concerns with what may transpire during a visit between Mr. Ibrahim and the minor children including, but not limited to, the minor children's safety).

Please **Look at The Second (2nd) Page of the Email** There is No law on Earth can prevent the father from seeing his children

8- Due to The Petitioner's mental disability including Dementia and Alzheimer's, he was approved for MTA Mobility which provides transportation for Americans with disabilities On 01-09-2023. (**APPENDIX-11**)

9- Due to Petitioner's mental disability, he was under supervision of Psychiatrist in Egypt before trial 2019

So, The Petitioner lost his uncle and his aunt while he was too sick in Egypt those bad events affected the Petitioner's mental health Negatively. Petitioner was trying hardly to postpone the case while he was too sick Mentally & Physically in Egypt outside USA.

10- Respondent took Advantage of Petitioner being sick outside USA & she filed for the divorce. Also, she filed for The Discovery against The Petitioner who didn't get any notification about his discovery of being a sick American citizen who was located outside the USA. So, The Discovery That the Respondent filed against the Petitioner while he was sick outside the USA without any legal representation is supposed to be repeated here in the USA. So, The Discovery that Respondent filed against Petitioner while he was sick outside the USA without any legal representation is supposed to be repeated here in the USA. Because both parties got married in the USA, Thus the Discovery was supposed to be done in the USA. So, if one party lacked the mental Capacity to understand The agreement at the time it was signed The MSA may be deemed invalid.

(8)- Conclusion : A- Under Md. Fam. Law § 8-205 (c); MSA is voidable as it was procured through fraud & undue influence against a mentally incapacitated party.

B- This Court must vacate the MSA and remand for equitable reassessment with procedural safeguards.

C- Petitioner urges this court to invalidate MSA, as it was executed during demonstrable mental incapacity.

D- The Petitioner asserts that procedural safeguards were ignored & respondent took advantage of his vulnerable state to secure inequitable MSA.

E- The Petitioner seeks a reassessment of the case with appropriate accommodations for his mental health.

F- **Public Policy:** Aligns rescission with Maryland's mandate to protect mentally impaired parties from exploitation.

This argument compels reversal under MD's stringent standards for MSA emphasizing both substantive inequity & procedural injustice.

G- **Procedural Abuse:** Highlights the trial court's failure to postpone proceedings and Respondent's exploitation of Petitioner's foreign absence /lack of counsel when he was travelling outside the USA.

Under MD law, Mental capacity is a Foundational element for the validity of any contract, including MSAs, which are scrutinized under principles of Equity and Good Faith (Md. Code Ann., Fam. Law § 8-101). The Doctrine of incapacity allows for avoidance of agreements where a party cannot form the requisite intent (*Williams v. Williams*, 306 Md. 332 (1986)). Federal intersection with the ADA mandates reasonable accommodations in judicial proceedings, failure of which constitutes discrimination (42 U.S.C. § 12132; *Olmstead v. L.C.*, 527 U.S. 581 (1999)).

Petitioner's SSI Approval invokes presumptive disability under SSA regulations, bolstering claims for vacatur & remand for competency evaluation.

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[2]- Second (2ND) Reason - Duress or Coercion or Threat.

Petitioner was falling under Duress or Coercion or Threat. If one party can show that they were under duress or coercion when they signed MSA, such as threats or pressure, MSA may be set aside. Furthermore, contracts such as MSA may be invalidated due to duress or coercion or Threat To establish Duress or Coercion or Threat, there must be a wrongful act that deprives individual of exercise his free will.

Under Maryland law Elements of Duress or Coercion

- **Central Bank v. Copeland**, 18 Md. 305, 317-18 (1862): In this case, Petitioner's mental illness prevented him from exercising his free will And advocating for his interest in The Marital Property effectively And the wrongful act, in this case, was The Respondent drafting Unfair marital settlement agreement. That deprived Petitioner of his interests without having the ability to challenge MSA. This precedent establishes that duress Encompasses not only overt threats but also subtle Manipulations that Exploit a party's diminished capacity, aligning with the Doctrine of Economic Duress where financial desperation is leveraged to induce agreement.

1- The Petitioner's Attorney Committed Misrepresentation and Threat The Petitioner.

- **Md R. Att'y 19-304(a);** Under the Maryland Rules for Attorneys, "In the course of representing a client an attorney shall Not knowingly:

Here, Petitioner's counsel exploited Petitioner's mental vulnerability & Homelessness to coerce assent through

(A) Make a False statement of material fact or law to a third person; or

(B) Fail to disclose material fact when disclosure is necessary to avoid assisting fraudulent act by a client

This rule imposes a Fiduciary duty on attorneys to avoid Deceptive practices, and violations can lead to Disciplinary action while rendering resulting Agreements suspect under Ethical and Contractual Standards

(A) Homelessness Verification. (APPENDIX-14)

Documents submitted confirm petitioner's homelessness, emphasizing his inability to meet financial obligations as child support. Petitioner's mental health circumstances Led to his credit cards being closed, debts accumulating, and his credit score deteriorating. This state of indigence Constitutes a classic Vulnerability under the Doctrine of undue Hardship, Amplifying the coercive effect of any Threats.

(B) False Income Statements.

- Petitioner's attorney Falsely claimed he earned (\$2,295) monthly and could afford (\$803) in child support in Reality Petitioner is Unemployed for last 9 years due to his disability based on (**Appendix-47**), Homeless for (4) Years& Surviving on Food Stamps (**Appendix-12**) and (**Appendix-13**) Such Misrepresentation amount to Fraud in the inducement, vitiating consent as per common law principles of contract formation

- Petitioner's Homelessness Verification Letter & Shelter's Letter (**Appendix-14**)& (**Appendix-23**), Due to Petitioner's mental sickness and homelessness he was Not able to pay back all his Credit Cards debt to Bank of America which is (\$16,673.36) (**Appendix-15**)

(C)- Threats of Imprisonment:- **Cannon v. Cannon, 156 Md. App. 387, 402 (2004)**; A tactic this Court condemned in Petitioner's Attorney allegedly threatened That Petitioner would face imprisonment, if he refused to Sign MSA. This fear compelled Petitioner to agree to terms, He could Not rationally evaluate. Under **Frey v. Frey, 298 Md. 552, 559 (1984)**; As "inherently coercive" when targeting financially vulnerable parties. MSA's terms procured through Threats, Fraud & Petitioner's inability to challenge terms due to mental incapacity are Unconscionable. This aligns with **Restatement (Second) of Contracts § 175**, defining duress as improper threats inducing manifestation of assent without Genuine choice

2- The Respondent's Attorney Committed Misrepresentation Before & During Trial.

Respondent's attorney used a P.O. Box address, Preventing proper service of Subpoena. The Discovery documents were served while the Petitioner was Travelling Outside the U.S. And he didn't receive the discovery documents further hindering his ability to respond. This conduct Breaches the duty of candor and fair dealing, potentially constituting obstruction under Maryland Rules of Civil Procedure.

3- Conflict of Interest: During the Trial, Respondent's attorney was doing Three (3) jobs at the same time within The Quit Claim Deed he acted simultaneously as **Legal Counsel, Witness, And a Notary Public** This overlapping of roles created conflict of interest & violated Petitioner's right for fair trial. Conflict of interest Under: **Attorney Grievance Comm'n v. White, 448 Md. 33 (2016)**, Voiding Deed under: **Md. Fam. Law § 8-205(b)**. Such Multifarious roles violate the prohibition against dual agency and self-dealing in fiduciary contexts, as per MD's Rules of Professional Conduct

4- Fraudulent by Devaluation of The Marital Property.

Respondent devalued Marital home worth **Over (\$500,000)** to Zero Dollars at The Quit Claim Deed. This act is alleged to constitute Fraud and Dissipation of Marital assets. (**APPENDIX-16**) Respondent's deliberate devaluation of Marital assets Violates

Md. Fam. Law § 8-201, Mandating equitable division & constitutes dissipation of Marital Assets.

- Under **Alley v. Alley, 409 Md. 470 (2009)**. Dissipation doctrine requires reimbursement where one spouse intentionally wastes assets to deprive The other, invoking judicial power to adjust monetary awards for equity.

5- Conclusion: The MSA's execution under duress and Respondent's ethical violations render it unenforceable.

This Honorable Court must vacate the agreement under **Md. Fam. Law § 8-205(c)**, And remand for an Equitable reassessment.

Vacatur is compelled where coercive tactics undermine voluntariness, preserving the integrity of marital dissolutions.

6- Key Analysis: a- Threats as Duress of imprisonment targeting a mentally ill, homeless party meet **Central Bank's** "wrongful act" standard.

This satisfies the objective test for duress, focusing on whether a reasonable person in similar circumstances would feel compelled.

b- Attorney Misconduct: Fabricated financial claims and conflicts of interest violate Maryland's ethical and statutory disclosure mandates.

Such breaches trigger sanctions and agreement invalidation under disciplinary precedents.

c- Public Policy: Upholding such an agreement would endorse the exploitation of vulnerable litigants, contravening Maryland's commitment to equity in marital contracts. This argument aligns with MD's stringent safeguards against coercion, ensuring the MSA's rescission.

Public policy favors protecting against overreaching, as enshrined in statutory schemes promoting fair bargaining.

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[3]- Third (3RD) Reason - Undue Influence.

The (MSA) is voidable under Maryland law due to undue influence exerted by Respondent, who exploited Petitioner's mental incapacity, homelessness, and financial vulnerability to secure grossly inequitable terms. The Respondent as a financially stable Physician Assistant Earning \$120,000 annually And owns Two (2) Properties (**Appendix 18 & 19**)

Plus, Marital Funds that were accumulated at Respondent's Private bank accounts for Twelve (12) years Starting from 2011 till 2023. Leveraged her position to coerce Petitioner, a Mentally ill, Unemployed, and Homeless individual into an Unconscionable agreement.

Legal Framework for Undue Influence: 1- Unfair Persuasion & Misrepresentation.

The Petitioner's attorney Fabricating Petitioner's income claims Petitioner's monthly income is (2,295/month) to justify Unaffordable child support of (\$803/month) (**Appendix-12**) and (**Appendix-47**); The Petitioner's attorney compounded this coercion by: These acts Violated **Md Rule 19-304(a)** (Prohibiting False Statements by Attorneys) and deprived Petitioner of meaningful choice.

Threatening imprisonment to force execution of the MSA, is A Tactic condemned in: (**Cannon v. Cannon, 156 Md. App. 387, 402 (2004)**).

2- Domination & Exploitation of Vulnerability.

Maryland courts invalidate agreements where a party's "superior position or relationship of trust" is used to extract unfair concessions. (**Frey v. Frey, 298 Md. 552, 559 (1984)**). Respondent's financial dominance and Petitioner's documented mental disabilities (Major Depressive Disorder, ADHD, and cognitive impairment, (**Appendices 4 - 7**) Created coercive dynamic to Petitioner relies On Food stamps & shelter (**Appendices 12-15**), lacked the capacity to resist Respondent's demands. Such domination invokes the presumption of invalidity in fiduciary-like spousal relationships, requiring the influencing party to prove the transaction's fairness beyond a reasonable doubt.

3- Substantive Unconscionability.

The MSA's terms including Respondent's Retention of Marital House that worth over \$500,000 Respondent Fraudulently devalued marital house to Zero within Quit claim deed (**Appendix-16**) Plus, The Respondent is holding 100% control of all marital funds For last 12 years from 2011 to 2023. That considered as "Shocking to the Conscience" Under **Md. Code, Fam. Law § 8-201**.

MD law mandates equitable division, Not exploitation - (**Alley v. Alley, 409 Md. 470, 489 (2009)**). Substantive Unconscionability exists when Terms are One-sided as to offend public policy, often intertwined with procedural defects as incapacity, warranting judicial intervention to void MSA

4- Unilateral Mistake:

The Petitioner entered the agreement believing it would be equitable, but it was heavily skewed in favor of the respondent. Per The Restatement (Second) of Contracts § 177 (1981); Undue influence occurs when a party's free will is subverted By "Unfair Persuasion." Contracts may be Voidable due to undue influence, which is defined as, "Unfair Persuasion of a party who is Under The Domination of the person exercising The Persuasion or Who by virtue of relation between them is justified in assuming That persons will Not act in a manner inconsistent with his welfare." There is an Undue influence in this case in that, The mentally Healthy and more financially stable Respondent used her Advantage to enact an inequitable Marital Settlement Agreement with the Petitioner, who was Poor and mentally ill.

There was effective domination of the Petitioner by the Respondent. In addition, there was a Unilateral mistake by the Petitioner Who entered the Contract On Assumption that it would be Equitable & such contracts have been held to be voidable by MD courts.

- Under: *Creamer v. Helferstay*, 294 Md. 107, 121 (1982), Undue influence arises when One party can demonstrate that other Party Exerted Undue influence over them to sign the agreement, A court may Set aside The Marital Settlement Agreement. Unilateral mistake, when known or should have been known by the non-mistaken party, provides grounds for rescission, especially in cases of unequal bargaining power

5- Conclusion. The MSA's execution under undue influence violates Md. Fam. Law § 8-205(c),

Which voids agreements procured through "fraud, duress, or unfair advantage." Rescission is compelled to uphold Maryland's public policy against "Bargaining over vital Personal rights in a climate of oppression" - (*Creamer*, 294 Md. at 121). This Court must vacate the MSA and remand for Equitable Reassessment.

6- Key Points. A- **Power Imbalance:** Respondent's Financial stability vs. Petitioner's Homelessness/Mental illness created inherent domination.

B- **Procedural Abuse:** Attorney threats and fraudulent income claims stripped Petitioner of autonomy.

C- **Public Policy:** MD law forbids enforcing agreements that reward exploitation of vulnerable parties.

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[4]- Fourth (4TH) Reason - Inequitable Division of Marital Property.

The Marital Settlement Agreement (MSA) must be rescinded under Maryland law Due to its grossly inequitable division of marital Property which disproportionately and unjustly favored Respondent. Under FL § 8-205(a), Marital agreements are enforceable only if they are fair and equitable at execution. The Respondent took Eighty Three Percent (83%) of marital home's gross equity (\$130,090.80), In form of Down Payment of (\$90,000) Plus Sixty Percent (60%) of marital Home's Gross equity Leaving Petitioner with a mere Seventeen Percent (17%) gross equity equal (\$26,727.13) Maryland law does Not allow unequal divisions, but they must be Fair and justified, This inequity combined with misrepresentation And procedural Misconduct Warrants setting aside MSA under Maryland law and due process protections.

- Under FL § 8-205(a), MSA are enforceable only if they are fair and equitable at execution, empowering courts to adjust Distributions based on Factors like Monetary & Non-monetary contributions, economic circumstances & misconduct to achieve justice in dissolution proceedings

- Under Md. Fam. Law § 8-201 and precedent. A disparity is unsupported by MD's mandate for equitable division.

Legal Framework for Equitable Division: 1- Substantive Unconscionability and Grossly Unequal Allocation.

The MSA's allocation violates this standard, as Respondent's retention of (83%) of equity while giving The Petitioner with a mere (17%) which includes a fraudulent, The (\$90,000) down Payment originated from the sale of the Parties' First (1st) marital home at: 4008 Falls Rd, Baltimore, MD, 21211 in 2018 from Marital funds from 2011–2018 (**Appendix 18**). Respondent's assertion of a parental loan is a material misrepresentation. Voiding the MSA under FL § 8-205(b).

2- False Claims About Down Payment.

Respondent claimed the (\$90,000) down payment for the marital home was a Loan from her father. No evidence, such as bank records or wire Transfers, supports this assertion. The Petitioner argues that the down payment was derived from the sale of their First (1st) marital home in 2018 for \$145,000, Partially funded by marital assets. (**Appendix-18**) (\$90,000) Loan claim lacking Wire transfers, Checks, or Bank records is Dissipation of marital assets - Under: *Alley v. Alley*, 409 Md. 470, 489 (2009)

3- Dissipation & Concealment.

Respondent hid Virginia House from MSA. The respondent Applied for Home Loan Before Marriage on 2011 in Portsmouth, Virginia generating income during marriage (2011-2023). The Mortgages of Virginia's House were Paid by using The Marital funds For (12) Years And the Petitioner jointly filed Property Taxes on the Property This made the Virginia's house To become **Part Marital and Part Non-Marital (APPENDIX-21)** So, Respondent Failed to acknowledge the Petitioner's equity share of Virginia's property or its income in the (MSA).

Under Maryland law: - Under: *Flanagan v. Flanagan*, 181 Md. App. 492, 519-20 (2008): MD courts Prohibit divisions that "Shock Conscience." MSA may be Void if there is an inequitable distribution of property, stating that the court "May make a monetary award to rectify any inequity 'created by the way in which property acquired during marriage happened to be titled.'"

- Under: *Long v. Long*, 129 Md. App. 554, 577-78 (Md. Ct. Spec. App. 2000): MD courts have found that "[A]lthough the law Doesn't require a court to divide marital property equally between parties, the division of such property must be fair and equitable."

- Under: **Caccamise v. Caccamise**, 130 Md. App. 505, 521 (Md. Ct. Spec. App. 2000): The Court "may decree an unequal division and state the reasons for such allocation." In this case, the division of property between the parties was inequitable due to the unfair advantage of Respondent's conduct in hiding assets from Petitioner. The Petitioner maintains that the denial of his appeal by MD Court of Special Appeals deprived his Constitutionally Guaranteed Right for Fair Trial. - **Grannis v. Ordean**, 234 U.S. 385, 394 (1914): Supreme court held that "Fundamental requisite of due process of law is opportunity to be heard."

- (Frankfurter, J., concurring): In addition, Court has ruled that the "Right to be heard before being condemned to suffer grievous loss of any kind, even though it may not involve stigma & hardships of criminal conviction, is a principle basic to our society."

- **Armstrong v. Manzo**, 380 U.S. 545, 552 (1965): The fundamental requirement of due process is the opportunity to be heard "at a meaningful time and in a meaningful manner."

In this case Respondent took a total of **(\$130,090.80)** from the gross equity of marital House is considered Eighty-Three Percent (83%) of Gross equity of marital house (**Appendix-17**). Respondent was supposed to give Petitioner **(\$26,727.13)** is considered as Seventeen Percent (17%) of The Gross equity of Marital House. This division of property is grossly inequitable to Petitioner Thus, the Court may set aside the MSA. In addition, Respondent Lied About the down Payment of **(\$90,000)** on MSA By stating that it was loan from her father without any Proof As Wire transfer, Check deposit, or Cash withdrawal. So, the down payment should thus be considered as a marital fund, as it came from selling the couple's First (1st) marital house at: (4008 Falls Road, Baltimore, MD, 21211) in 2018 For the Price **(\$145,000)** According to Deed on 05-30-2018 (**Appendix-18**). So, Respondent was paying mortgage for first (1st) marital house from couple's marital funds Starting from 2011 till she sold it on 2018, So, Part of (1st) House was considered **Marital and Part Non-Marital** Then down payment **(\$90,000)** of (2nd) marital house is Considered as Marital asset according to Closing Disclosure Page 3 of 5 (**Appendix-19**)

If The Division of Marital Property in MSA is Grossly Unfair or Inequitable To One Party, Court May Set Aside The MSA

Page 6 of 18 of (MSA) Respondent took Eighty Three Percent (83%) of home's Gross Equity **(\$130,090.80)** Leaving Petitioner with Seventeen Percent (17%) Equity **(\$26,727.13)** of The marital home.

1- **First (1st) Calculations:** Respondent's appraisal for Marital House on 05-26-2023 was **\$440,000** (**Appendix-20**), While Current Petitioner's Appraisal for The Year 2024 is **\$485,000** (**Appendix-20**).

2- **Second (2nd) Calculations:** The outstanding Lien of Mortgage with approximate balance **\$283,182.17** As mentioned at The MSA Page 5 of 18.

3- **Third (3rd) Calculations:** Total Marital funds after Deduction of Outstanding Mortgage **(\$156,817.83)**.

4- **Fourth (4th) Calculations:** Respondent took Sixty Percent (60%) of the Gross equity in marital house within The MSA

5- **Fifth (5th) Calculations:** Respondent lied about the down payment of (2nd) house **(\$90,000)** By saying it was a loan from her father without any proof like: 1- Any Wire Transfer, 2- Any Check Deposit, 3- Any Cash Withdrawal from Respondent's father's account for \$90,000. Respondent lied within MSA regarding down payment and committed Perjury.

6- Sixth (6th) Calculations: The Down Payment **(\$90,000) is Marital Fund for Four (4) Reasons:**

a- The **(\$90,000)** came from **Selling** The First (1st) marital house in 2018 in Maryland at: (4008 Falls Road, Baltimore, MD, 21211) For the price of **\$145,000** as shown on Deed of Witnesses because both parties got married in 2011 & Respondent Sold 1st marital house in 2018 (**Appendix-18**) Which means Respondent was Paying Mortgages of (1st) house from Marital funds for Seven (7) years Starting from 2011 till she Sold, The First (1st) house in 2018. So, Part of that First (1st) house was considered As a **Marital Asset** that Respondent sold during marriage in 2018.

b- There is a Disparity in earning potential as well, as The Respondent Earns \$125,000 annually As Physician Assistant at Sinai Hospital which is considered as marital funds during Marriage.

c- Respondent applied before Marriage for Home Loan for Third house in Virginia (**1724 Mathews Ter Portsmouth, VA, 23704**) This Virginia House is considered as investment that Generates Extra Annual Marital Income because Respondent was paying Mortgages of this (3rd) House in Virginia from Parties' Marital funds & Petitioner was Paying Property's Taxes for Virginia House For (12) Years from 2011 till 2023 That makes Virginia's house to be **Part Marital and Part Non-Marital**. (**Appendix-21**)

So, The Respondent Effectively took away the Petitioner's Equity share of the marital funds and The Petitioner's percentage (%) From the Annual income that Virginia's house was generating Annually for (12) Years from (2011-2023). So, Respondent didn't Acknowledge Petitioner's Equity share at that Virginia House Within MSA Plus Petitioner's Percentage (%) From The Annual income that Virginia's house was Generating Every year for The Last (12) Years from 2011 till 2023.

d- At the same time, Petitioner was working as a Stay-at-Home-Father that means he saved Lots of Annual Marital Funds for Daycare & Nanny Services. **For The Previous Four (4) Reasons the Down Payment of **(\$90,000)** Should be Considered as A Marital Funds Rather than a Loan from Respondent's Father without any Proof from Respondent's side.**

7- Seventh (7th) Calculations: So, Based on The MSA after the deduction of the outstanding Mortgage which is **(\$283,182.17)** From Marital House appraisal value of **(\$440,000)**. The remaining amount as a Gross equity is **(\$156,817.83)** The Respondent was taking **(\$90,000)** the down payment for herself under The lie this down payment was a loan from the Respondent's father without any proof. After deduction **(\$90,000)** then Respondent took Sixty Percent (60%) of the Gross equity **(\$40,090.80)**,

That means The Respondent took a total of **(\$130,090.80)** from The Gross Equity of Marital House which equal Eighty Three percent (83%) of The Gross equity of Marital House While giving The Petitioner **(\$26,727.13)** that is considered as Seventeen Percent (17%) Of The Gross equity of Marital House. So, Respondent lied within MSA regarding the down payment and committed perjury.

4- Conclusion

A- The MSA's Division Ratio (83%) to (17%) of The Marital Property Rooted in fraud & Procedural abuse violates Maryland's Statutory and Constitutional Safeguards. So, the division of The Marital Property in the agreement was Grossly Unfair or inequitable to One party over Second party which is considered Strong reason to Set aside The MSA.

B- In this case, the Petitioner was deprived of a legitimate property interest by Maryland Court System in refusing to adequately Examine the conduct of Respondent and the fundamental fairness of the MSA.

C- The MD court system deprived Petitioner's marital legal right to be heard by summarily dismissing his Appeal & complaint violating his constitutional right to due process by ignoring his valid complaints.

D- Thus, Petitioner seeks a Writ of Certiorari to The Supreme Court of USA for a redress of these violations of his right to be heard under Due process clause of Fourteenth (14TH) Amendment XIV.

Key Points: 1-Fraudulent Loan Claim: The \$90,000 down payment was derived from Marital Assets Not a Parental loan as proven by sale records of (1st) Marital house (**Appendix 18**).

2- Procedural Inequity: Denial appellate review & Respondent's counsel's conflicts violate due process This argument aligns with Maryland's demand for Transparency and, Fairness in Marital agreements, ensuring Exploitative divisions are voided.

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[5]- Fifth (5TH) Reason - Failure to Disclose Marital Assets.

Respondent's Material Nondisclosure and Dissipation of Marital Assets Petitioner respectfully submits That The Marital Settlement Agreement (MSA) is legally Unenforceable under Maryland law due to Respondent's Deliberate and material failure to disclose Critical Marital and Non-Marital Assets That, was considered as a Constituting Fraudulent concealment, Dissipation of marital Property And a Violation of statutory and Precedential disclosure obligations. This systemic lack of transparency compounded by Petitioner's mental Disability irreparably tainted the Negotiation process, Rendering the agreement inequitable and Procedurally Unconscionable as full disclosure is a cornerstone of marital agreements to ensure mutual assent and prevent unjust enrichment under equity principles.

(A)- Legal Standard for Financial Disclosure Under Maryland Law.

- Maryland courts rigorously enforce the duty of full financial disclosure in marital agreements. As codified in **MD. RULE 2-535**, A court retains revisory authority over judgments where a party demonstrates Fraud, Mistake or irregularity, including the Suppression of material facts during negotiations.- The Court of Appeals in **Cannon v. Cannon**, 384 Md. 537, 573 (2005), Established that MSA require "a Full, Frank, and Truthful disclosure of all assets," whether **Marital or Non-marital**. Critically, **Cannon** clarifies that "knowledge" under Maryland law Does Not demand itemized valuation awareness but requires parties to understand the existence & aggregate value of assets being waived.(*Id.* at 573-74).

Two-Prong Test Governs Overreaching Claims:

(1) Whether Agreement's benefits are "Commensurate with what was Relinquished" To ensure Fairness, and

(2) Whether the Aggrieved party entered the agreement "Freely and Understandingly" **Cannon**, 384 Md. at 568-69 (Md. 2005).

Respondent's **Non-Disclosures** detailed below fail both prongs, as Petitioner was deprived of Foundational knowledge necessary to Assess Equitable Trade offs This test, drawn from contract law, protects vulnerable parties by scrutinizing both substantive fairness and procedural integrity in family law contexts.

(B)- Respondent's Material Non-Disclosures within The Marital Settlement Agreement

1- Virginia Property at: (1724 Mathews Terrace, Portsmouth, VA, 23704) worth (\$250,000)

Respondent applied before Marriage for a Home Loan for a Third house in Virginia (1724 Mathews Ter Portsmouth, VA, 23704) This house is considered as an investment that Generates Extra Annual Marital Income Because The Respondent was paying Mortgages Of this Third (3rd) house in Virginia from The Parties' Marital funds And the Petitioner was Paying Property's Taxes for Virginia House for (12) Years (2011-2023) So, Virginia's house become **Part Marital & Part Non-Marital**. (**Appendix-21**) making Virginia Property Partially Marital.

- Under: **Md. Code Ann., Fam. Law § 8-201(e)(1)**; (Marital Property includes any interest acquired during Marriage, Regardless of Title). Despite joint tax filings Reflecting rental income, Respondent Excluded Petitioner's Equitable Share of both the asset and its income stream from the MSA, This Omission constitutes Dissipation

- **Altman v. Altman**, 282 Md. 483 (1978) Defines Dissipation as intentional Depletion of Marital assets to Disadvantage a Spouse.

2- The Marital Vehicle (Toyota Corolla Rav4 – Silver Color) that worth (\$50,000).

The Respondent Applied for a Car Loan of the vehicle Pre-marriage, But systematically Respondent was Paying Car Loan by using Marital funds for (12) Years, From (2011 Till 2023) thereby this Car has become **Part Marital and Part Non-Marital**

- Under: **Bangs v. Bangs**, 359 Md. 224 (2000) (**Non-Marital Property Transmutes when Marital Funds are used for Substantial Debt reduction**). Respondent then sold the Marital vehicle during Petitioner's absence abroad, retaining all proceeds and excluding Petitioner's equity This was Considered as a Blatant Act of Fraudulent Concealment & Dissipation of marital assets

N.B: The Petitioner still have The Original Key of The Marital Car Till Now (**APPENDIX-40**) This sale without consent exemplifies intentional waste, Triggering judicial remedies like monetary awards to compensate the deprived spouse.

3- Respondent's Private Bank Accounts that Contain Over (\$1,440,000) Of Marital Funds

Respondent Failed to disclose All marital funds that were accumulated in her Private bank Accounts for (12) Years From (2011-2023), The Respondent Annual income is (\$120,000) which is considered as an Annual Marital Funds If we Multiply \$120,000 By (x)12 Years = **One Million Four Hundred Forty Thousand Dollars (\$1,440,000)** Of Marital Funds That Respondent Failed to Disclose within The (MSA) Respondent failed to disclose many accounts holding marital funds for (12) years from (2011-2023).

- Under: **Md. Fam. Law § 8-205**, All Property acquired during marriage is Presumptively Marital, and Joint Tax Filings Further Entitle Petitioner to an Equitable share of these assets. Respondent's secrecy violates **Cannon standard** of "Full disclosure" and constitutes constructive fraud per **- Levin v. Levin, 43 Md. App. 380 (1979)**,

4- Respondent Inherited a Land in Virginia Worth Over One Million Dollars (\$1,000,000)

The Respondent inherited a land from her uncle in 2015 but concealed it And did Not Disclose its existence During Negotiations.

While inheritances are typically Non-Marital (**Md. Fam. Law § 8-201(e)(3)**), Active concealment of such assets during settlement talks violates the duty of candor required.

- Under: **MD. RULE 2-535 and Cannon**. This Omission deprived Petitioner of the opportunity to contest its classification or seek offsets.

5- CONCLUSION

- The Respondent's deliberate failure to disclose the Virginia property, Marital vehicle, Marital bank Accounts, and inherited land Constitutes Fraudulent inducement, Dissipation, and a Breach of Maryland's stringent disclosure requirements. These acts deprived Petitioner a vulnerable party with mental disabilities of his statutory right to an Equitable distribution.

- Under: **Md. Fam. Law § 8-205(a)**. For the foregoing reasons, The Petitioner respectfully urges this Honorable Court to vacate the Marital Settlement Agreement as procedurally and substantively unconscionable under Maryland law.

- Maryland law gives parties the ability to have the court "exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity." **Md. R. Civ. P. Cir. Ct. 2-535**.

[6]- Sixth (6TH) Reason – Fraud.

Respondent's Fraudulent Conduct Renders The Agreement Void Ab Initio The Petitioner respectfully asserts that the (MSA) is Voidable Under Maryland law due to Respondent's systematic And intentional fraud which permeated the negotiation and execution of the agreement.

Respondent's conduct Spanning Material Misrepresentations, document Forgery and willful asset Dissipation Constitutes fraud in the inducement & Violates MD's Foundational principles of equity & good faith in MSA, as fraud vitiates consent & renders agreements enforceable at law or in Equity The Petitioner asserts that these acts of Fraud deprive him of his rightful share of All marital Properties And make the agreement invalid under Maryland law. This is Second (2nd) Divorce Case for The Respondent, she was a Defendant in Her First (1st) Divorce Based on Case No: CH-03-00-2959, on Virginia Beach Circuit Court, Civil Division on 12-08-2003.

(A)- Legal Standard for Fraud in Marital Agreements

The Supreme Court has ruled that "And there may be contracts as extortionate and unconscionable on their fact, As to raise Presumption of fraud in their inception, or at least to require slight additional evidence to justify such presumption.

Fraudulent Misrepresentation:

- Under: **Hume v. United States, 132 U.S. 406, 414 (1889)**:

In such cases, the natural and irresistible inference of fraud is as efficacious to maintain the defense at law as to sustain an application for affirmative relief in equity."

- **Restatement (Second) of Contracts § 159**: A Misrepresentation, or an Assertion that is Not in accord with the facts, can affect the enforceability of a contract if it is material, Or fraudulent. A Misrepresentation is material if it would be likely to induce a reasonable person to manifest their assent to contract, or if the maker knows it would be likely to induce the recipient to do so.

- **Restatement (Second) of Contracts § 162**: A misrepresentation is Fraudulent if it is Consciously False and intended to Mislead another.

Consequences are intended if a person either acts with the desire to cause them or acts believing that they are substantially certain to result.

- Under: **Cannon v. Cannon, 384 Md. 537, 554 (Md. 2005)**: According to MD Law, like other contracts, MSA are assailable by a contesting party for fraud, Duress, Coercion, Mistake, Undue influence, or a Party's incompetence.

The agreement in this case was produced by Respondent's Fraudulent Conduct and is thus invalid under Maryland Law.

(B)- Fraudulent Acts by The Respondent Under Maryland Law

1- First Fraud: Joint Tax Filing After Filing for Divorce (Appendix-22) Respondent filed for divorce On March 8, 2021,

Yet knowingly submitted joint tax returns on March 19, 2021, 11 days later while concealing the divorce action from Petitioner, who was Abroad and unaware of the proceedings. This act constitutes a Material Misrepresentation.

Under: **Restatement § 159**, As it induced Petitioner to unknowingly forfeit financial benefits tied to marital status.

By exploiting joint filing status Post-divorce initiation, Respondent unlawfully retained tax advantages and marital funds, violating the duty of candor required by **Cannon and MD. RULE 2-535**.

2- Second Fraud: Respondent Used Petitioner's Homeless Shelter ID (Appendix-23)

Respondent Fraudulently executed the MSA and Quit Claim Deed by using Petitioner's Homeless Shelter ID, a Non-Government issued document unrecognized under Maryland's Authentication Standards (Md. Code Ann., Cts. & Jud. Proc. § 10-104).

This act of Forgery invalidates the documents under Md. Rule 1-311(a), Which mandates that signatures on legal instruments be Authenticated by valid identification. The Respondent's deception deprived Petitioner of the opportunity to "Freely and Understandingly" assent to the agreement, a cornerstone of enforceability - *Cannon v. Cannon*, 384 Md. at 568-69 (Md. 2005).

3- Third Fraud: Respondent's Devaluation of Marital Home worth Over (\$500,000) to Zero Dollars (Appendix-16)

- The Respondent Intentionally De-Evaluated the Current Marital Home in Maryland That worth over Five Hundred Thousand Dollars (\$500,000)

To Zero Dollars Value Within the Quit Claim Deed. This Blatant Misrepresentation constitutes Fraudulent and Dissipation,

Under: *Altman v. Altman*, 282 Md. 483 (1978), Which Prohibits intentional asset Devaluation to circumvent equitable distribution. Respondent Intentionally Erased Petitioner's equity in Marital home by this way She violated Md. Fam. Law § 8-205(a), Mandating a "Fair & Equitable" Division of marital Property, And contravened Cannon requirement of "Full, Frank & Truthful Disclosure" (384 Md. at 573).

4- Respondent's Pattern of Unconscionable Conduct

This is Respondent's Second divorce Following Prior case in Virginia (CH-03-00-2959) Virginia Beach Circuit Court, 2003.

Her repeated use of Fraudulent tactics including Misrepresentation & Document forgery demonstrates, A pattern of Exploitation targeting Vulnerable Spouses. Maryland public policy, as codified in Md. Fam. Law § 8-103, Expressly voids agreements procured through fraud, particularly where one party's mental disability exacerbates the imbalance of power.

5- CONCLUSION:

The Respondent's Trifecta of Fraud tax deception, Document forgery, and Asset dissipation irreparably tainted the MSA's validity.

These acts, amplified by Petitioner's mental disability, Render the agreement Procedurally and substantively unconscionable.

- Under **Cannon and Restatement (2d) of Contracts, § 162**. Fraud vitiates all; Thus, the MSA cannot stand.

The Petitioner asserts that MSA is invalid due to the Respondent's fraudulent actions, these include Misrepresentations in Marital Tax filings, The use of the Petitioner's Homeless Shelter ID to sign documents, and the illegal Devaluation of marital property. Each of these actions constitutes Fraud under Maryland law, and the Petitioner argues That The Supreme court of The USA, should set aside the MSA on these grounds Petitioner urgently prays this Court to rescind the (MSA) as a product of Fraud and restore his Equitable rights under Maryland law.

=====

[7]- Seventh (7TH) Reason – Mistake.

Respondent's Unilateral Mistakes, Fraud, and Unconscionable Exploitation. Petitioner respectfully submits that the Marital Settlement Agreement (MSA) is Void Ab initio Under Maryland law due to Unilateral mistakes, Fraudulent misrepresentations, and Unconscionable overreaching by Respondent, which rendered the agreement fundamentally inequitable and procedurally defective. Respondent's pattern of deceit amplified by Petitioner's mental disability and homelessness Violates MD's stringent standards for marital contracts and warrants judicial rescission.

1- Legal Standard for Mistake and Unconscionability : Mistake in Contract Law:

The Respondent made a mistake by being greedy and she tricked Petitioner by Taking All Petitioner's marital legal rights within The MSA.

Maryland courts invalidate marital agreements tainted by unilateral mistake or unconscionability.

- *Creamer v. Helferstay*, 294 Md. 107, 122 (1982): A contract is voidable if one party's unilateral mistake is coupled with the other party's fraud or inequitable conduct.

- (*Williams v. Williams*, 306 Md. 332, 336 (1986)): Critically, MD law mandates MSA must Not "Shock Conscience" of The Court

- (*Eaton v. Eaton*, 34 Md. App. 157, 162 (1976)): Contract may also be voided if it is Unconscionable, meaning one party has taken Unfair advantage of other's vulnerable position, MSA must avoid exploiting a vulnerable party's incapacity.

- Md. Code, Crim. Law § 9-101 (2017); Further, Perjury during proceedings constitutes a misdemeanor, In addition, in an action To set aside an enrolled judgment or decree, the moving party must initially produce evidence sufficient to show that the judgment in question was the product of fraud, mistake, or irregularity.

- *Hresko v. Hresko*, 83 Md. App. 228, 231 (Md. Ct. Spec. App. 1990) The Petitioner Entered into the MSA based on false Pretenses

Due to The Fraudulent conduct of Respondent, so there was a Unilateral mistake. The Respondent committed perjury during the trial proceedings, which is a misdemeanor. Citing: *Fleisher v. Fleisher*, 60 Md. App. 565, 570, 483 A.2d 1312 (1984).

2- Respondent's Material Mistakes and Unconscionable Conduct

The Petitioner argues that the respondent exploited his mental incapacity, lack of Honest legal Representation, and Emotional vulnerability to secure an inequitable agreement.

3- Fraud and Mistakes Made by the Respondent:

(A)- (1st) Mistake: Perjury About Marriage Ceremonies False Testimony on Civil Ceremony Venue

Respondent swore under oath that the civil ceremony occurred at the Circuit Court of Baltimore County

(Transcript Pg. 5, Lines (15-16). (Appendix-24) While Records confirm The civil ceremony took place in Baltimore City.

This intentional misrepresentation constitutes Perjury. So, Respondent Perjured Herself Multiple Times about Several different Subjects During the trial proceedings, and The Circuit Court of Baltimore County ruled in her favor regardless.

- Under: Md. Code, Crim. Law § 9-101 and § 9-102,

(B)- (2nd) Mistake: Respondent was Not Truthful regarding The Religious Ceremony.

Respondent wasn't truthful under Oath when was asked by her attorney, (Was that a Civil or Religious Ceremony?) (**Appendix-33**) Respondent answered that it was a Civil ceremony (Transcript Page (5) from line (12) to (14). So, The Respondent Denied The existence of The Religious ceremony during Cross-Examination (Transcript Pg. (5), Lines (12-14), Despite a Documented Ceremony at the Hampton Roads Muslim Community Association on October 15, 2011. (**Appendix-25**) The Respondent didn't acknowledge or mention that both parties had a Religious Ceremony at the trial or within the MSA. This Omission deprived Petitioner of potential claims to marital benefits tied to religious solemnization, Violating duty of **Candor** - Under **Cannon v. Cannon**, 384 Md. 537, 573 (2005).

(C)- (3rd) Mistake: Fraudulent Misrepresentation of (\$90,000) Down Payment of (2nd) Marital House in MD.

Respondent Falsely Claimed in MSA (Pg. 6 of 18) that (\$90,000) down payment of home (129 Hollow Brook Rd, Timonium, MD) Was a "Loan" from her father without any Evidence as: 1-Any wire transfers or 2-Any Checks Deposit or 3-Any Cash withdrawals from Respondent's Father's account for (\$90,000) Therefore, Respondent lied at the trial & within (MSA) Regarding the down Payment of (\$90,000) of (2nd) marital home in Maryland & Committed Perjury, Because the (\$90,000) Came from selling First Marital House for (\$145,000) That is located at: (4008 Falls Rd, Baltimore, MD, 21211) (**APPENDIX-18**)

The (\$90,000) Down Payment of (2nd) Marital house is Legally Marital Funds For Next Reasons:

- 1- According to Closing Disclosure Respondent sold First Marital house in Maryland at:(4008 Falls Rd, Baltimore, MD, 21211) in 2018 For (\$145,000) As in The Deed of Witnesses for 2018 (**Appendix-18**). So funds of (2nd) House in MD derive from Sale proceeds of First marital home (4008 Falls Rd, Baltimore, MD, 21211) for (\$145,000) in 2018
- 2- The Respondent's annual income as a Physician Assistant (\$125,000) at Sinai Hospital.
- 3- Respondent has (3rd) house in Virginia consider as **Part Marital & Part Non-Marital** as investment that generates Extra Annual Marital income.
- 4- The Petitioner was working as a Staying-at-Home dad which means Petitioner's contributions Preserving Lots of annual Marital Funds For Daycare & Nanny for Respondent Therefore, The Previous Four (4) Reasons Are Considered Strong Evidence that the (\$90,000) is considered As Marital Funds And Not a Loan from Respondent's father, Therefore Respondent's Perjury makes her testimony Lose her credibility which allows for The MSA to become Null and Void Under Maryland and Federal law. For the above reasons, The Petitioner is asking This Honorable Court For an award for Petitioner an equity share at Down Payment of (\$90,000) Of Second (2nd) Marital house is considered as a Marital Fund.

- Under **Altman v. Altman**, 282 Md. 483 (1978), This Deception constitutes Fraudulent Dissipation

And Warrants Reclassification of The \$90,000 as a Marital Property or Asset. This case illustrates that Misrepresentations in asset characterization justify rescission and adjustment to prevent inequity.

(D)- (4th) Mistake: Unconscionable Exploitation of Petitioner's Vulnerability

Respondent Tricked Petitioner within MSA, Plus Respondent exploited Petitioner's mental disability, homelessness And lack of Honest counsel to coerce an inequitable agreement.

- **Eaton v. Eaton**, 34 Md. App. 157, 162 (Md. Ct. Spec. App. 1976): Contracts are void if procured through "Mental incompetence, Duress, or Fraud." The MSA's terms stripping Petitioner of all marital rights are so Grossly One-sided

- **Williams v. Williams**, 306 Md. 332, 336 (Md. 1986): In addition, The Marital Settlement Agreements are void under Maryland law if they are "Unconscionable" or "Shock the Conscience" of the Court. Particularly given Petitioner's inability to comprehend the agreement's ramifications.

- The MSA was invalid under Maryland law due to Unconscionability because it gave The Respondent greater power over The Petitioner due to Petitioner's mental incompetency. The Respondent Tricked the Petitioner By taking away all Petitioner's marital legal rights to ask for the Petitioner's Property that he was legally entitled to. In support,

4- CONCLUSION: The Petitioner is Requesting for Relief and seeks to Rescind the MSA under MD. RULE 2-535(b).

Which permits reivisory relief for Fraud, Mistake, or irregularity.

Respondent's Perjury, asset Misrepresentation & Exploitation of Petitioner's incapacity Render the agreement void under:

(A)- Unilateral Mistake: Petitioner's mental disability & lack of Honest legal representation Precluded understanding of MSA (**Creamer, Supra**);

(B)- Fraud: By Respondent, including Perjury about the nature of the marriage ceremonies, Misrepresentations about marital assets (including (\$90,000) down payment of marital home), Failure to disclose key assets.

(C)- Unconscionability: Of the MSA due to the exploitation of the Petitioner's vulnerable state Given these issues, the Petitioner requests that this Court To set aside the MSA, as it was entered into under Fraudulent and Mistaken circumstances Violating principles of fairness and equity. Gross disparity in bargaining power and outcome (**Eaton, Supra**).

Both Perjury and Subornation of Perjury are labeled Misdemeanors.

- The General Fed Perjury Statute Set Forth in 18 U.S.C. § 1621, Specifies that those found guilty of Perjury may be fined Up to (\$250,000) Therefore, The Respondent's acts of perjury impeach the credibility of her testimony, and thus the MSA is Null And Void under Maryland and Federal law. So, Respondent's conduct Fraudulent, Mistaken, and Unconscionable violates Maryland's Public Policy favoring fair and equitable marital agreements. This Honorable Court must intervene to restore Petitioner's rights to the (\$90,000) marital asset and vacate the MSA as a product of exploitation. The Petitioner respectfully prays for relief in the interest of justice.

Justice Demands that No Agreement Born of Fraud and inequity stand.

[8]- Eighth (8TH) Reason – Unconscionability.

Procedural and Substantive Unconscionability Under Maryland Law. The Petitioner respectfully asserts that the Marital Settlement Agreement (MSA) is void and unenforceable under Maryland law due to its unconscionable terms, which exploit Petitioner's profound mental and physical vulnerabilities and reflect Respondent's systemic bad faith. The agreement's gross inequity coupled with the Respondent's fraud, asset concealment, and manipulation of judicial processes renders it repugnant to MD's public policy and mandates its rescission. This dual unconscionability procedural (arising from unequal bargaining power and Nondisclosure) and substantive (manifest in one-sided terms) triggers judicial scrutiny to prevent enforcement of oppressive contracts, as rooted in equity principles.

1- Legal Standard for Unconscionability

Maryland courts categorically reject marital agreements that "shock the conscience" or exhibit "overreaching so oppressive as to Demonstrate a lack of meaningful choice" (*Williams v. Williams*, 306 Md. 332, 336 (1986)).

Unconscionability requires both procedural unfairness (e.g., Unequal bargaining power Lack of disclosure) and substantive Unfairness (e.g., terms grossly favoring one party) *Eaton v. Eaton*, 34 Md. App. 157, 162 (1976).

Critically, agreements involving mentally incapacitated parties are subject to heightened scrutiny - Md. Code Ann., Fam. Law § 8-105.

2- Procedural Unconscionability: Petitioner's Mental and Physical Vulnerabilities

Petitioner's documented mental disabilities & medical conditions rendered him incapable of understanding or assenting to MSA's terms a fact Respondent exploited to secure oppressive agreement. As Established at Trial on 05-24-2023:

The Petitioner Said During Trial: (I am Under the Care of a Mental Health Professional) So, The Trial should have thus been Postponed due to The Petitioner's incompetency. The Petitioner's mental health problems prevented him from focusing, Understanding, And making any rational decisions, regarding understanding The MSA

1- The Petitioner was diagnosed by his Neurologist with Attention Deficit Hyperactivity Disorder (ADHD) and Memory Impairment & he was prescribed (Concerta Extended Release 18 mg).

2- Petitioner diagnosed with Severe depression & Social Anxiety and prescribed (Sertraline HCL100 mg),(Lamotrigine 25 mg),(Trazodone 50 mg)

3-Petitioner took (Oxycodone HCL 5 mg) which is considered a Strong Narcotic drug Because he had severe kidneys pain after kidney's surgery.

4- Petitioner was diagnosed with Major Depressive Disorder at Phoenix Mental Health Program, This incapacity creates procedural Unconscionability, as imbalance in bargaining power exacerbated by lack of safeguards as competency hearing violates due process and equity.

3- Failure to Postpone Proceedings:

Despite Petitioner's explicit disclosure of his Mental Health Treatment and incapacity, the trial court permitted proceedings to Advance.

Violating MD. RULE 2-535 (Revisory power for Fraud, Mistake, or irregularity) and,

- *Hresko v. Hresko*, 83 Md. App. 228, 233-35 (1990) (Fraudulent conduct voids judgments).

4- Substantive Unconscionability: The RESPONDENT'S FRAUD and ASSET DISSIPATION

(A)- Fraudulent Concealment of Assets and Income

Respondent concealed critical marital assets, including: \$90,000 Down Payment Misrepresentation: Falsely claiming the down payment for the Timonium marital home (129 Hollow Brook Rd) Was a "Loan" from her father, despite No evidence of wire transfers, checks, or withdrawals - *Altman v. Altman*, 282 Md. 483 (1978); [Dissipation defined as intentional asset depletion]. This Misrepresentation exemplifies substantive Unfairness, as it skews division and shocks the conscience and unconscionability tests

Funds Derived from Marital Sources: 1- Sale of the Prior marital home (4008 Falls Rd: (\$145,000) in 2018); (APPENDIX-18)

2-Respondent's \$125,000 annual income.

3-Petitioner's contributions as a Stay-at-Home Parent.

4- Respondent lied under oath Venue of civil ceremony (Baltimore City vs. Baltimore County)

5- Respondent didn't acknowledge The Existence of Religious ceremony (Hampton Roads Muslim Community Association, 10/15/2011) during Trial or within MSA (Appendix 17, 25, 33). These acts constitute Fraudulent inducement.

Under *Cannon v. Cannon*, 384 Md. 537, 573 (2005), And misdemeanor Perjury under Md. Code, Crim. Law § 9-101.

(B) The Marital Settlement Agreement Has Grossly One-Sided Terms

The MSA stripped Petitioner of all his marital rights, including:

1- Zero Dollars Equitable share in 500,000 marital Home (devalued to Zero in Quit Claim Deed);

2- Exclusion of Petitioner's marital share at Virginia House worth (\$250,000) considered Part Marital and Part Non-Marital.

3- Exclusion of Petitioner's marital rights share at annual income of Rental Revenue of Virginia's House For last 12 years from 2011-2023 at MSA

4- Exclusion of Petitioner's marital rights share at The Marital Car (Toyota Corolla RV-4 Silver) worth (\$50,000) that Respondent Sold, And liquidated while Petitioner was outside The USA.

5- Denial of spousal support despite Petitioner's Homelessness and Disability, Such terms are Per Se Unconscionable.

Under *Williams, Supra*, Violate Md. Fam. Law § 8-205 (Mandating Equitable Division of Marital Property and Assets).

5- CONCLUSION:

The MSA's unconscionability rooted in Petitioner's incapacity, Respondent's fraud, and the agreement's oppressive terms demands judicial intervention. Maryland law cannot tolerate contracts that weaponize vulnerability and subvert equity.

Petitioner urgently prays this Court to vacate MSA and remand for equitable redistribution of marital Assets.

- Under Md. Fam. Law § 8-205, "No Contract can be Sustained if it is Unjust, Inequitable, and Immoral in its Enforcement."

[9]- Ninth (9TH) Reason - Violation of Public Policy.

The petitioner argues that the Marital Settlement Agreement (MSA) Should be set aside due to its Violation of Public Policy and legal requirements, particularly concerning Child support, Custody, and the inequitable division of property. The agreement, according to Petitioner, Not only Contravenes Maryland law But also Failed to consider the well-being of couple's children, Thus violating established public policy principles.

1- Legal Basis for Public Policy Violations - Maryland Law on Public Policy.

Under MD law, contracts, including MSA Are Void if they Violate or Contravene Public Policy or Legal requirements.

MD Comm. Law Code § 11-112 (2013): A court may set aside MSA. Furthermore, under Maryland law, contracts are void if they violate the law or if they are "Against the Public Policy of the State of Maryland." This statute reflects the common Law Doctrine that Agreements contrary to societal interests are unenforceable to preserve justice

- **Walther v. Sovereign Bank, 366 Md. 412, 426 (Md. 2005):** Similarly, the MSA here crafted through Respondent's deceit while Petitioner struggled with a mental disability imposes an inequitable division of marital property so grossly One-sided that it undermines the integrity of the bargaining process.

- **Williams v. Williams, 306 Md. 332 (Md. 1986):** The Court of Appeals voided an agreement that "shock[ed] the conscience" By Disproportionately Disadvantaging One Spouse. This MSA's Inequitable Terms "Shock the Conscience" and Violate Public Policy of the State of MD because this MSA Promotes an inequitable division of marital property that disadvantages Petitioner is shocking to the conscience according to the precedent set by MD Law. - Maryland courts have consistently held that MSA must reflect Fundamental Fairness.

- Contracts are void if they contain "Unreasonably and Unexpectedly harsh terms" unrelated to the transaction's central aspects.

The MSA's lopsided financial terms, coupled with Respondent's Manipulation of Petitioner's vulnerability, exemplify such unconscionability, necessitating judicial intervention to uphold public policy.

2- Circuit Court of Baltimore County, Appellate & Supreme Courts of MD Didn't Consider The Welfare of Couple's Children

(A)- Failure to Consider Children's Health:

The Petitioner claims that Circuit Court, Appellate and Supreme Courts of Maryland failed to Properly consider health & welfare of the couple's Children, (M.J.I) and (R.I) in its custody decision.

The Petitioner alleges that the Respondent has Misused her Full custody Rights Specifically by Feeding their daughter Chicken Three times a day for the past Four (4) years Causing severe health problems as Obesity, Puffy face, Hormonal imbalances The Petitioner is concerned that these actions by the Respondent, which have Negatively impacted the child's health, were Not properly addressed by the court when determining The Full Custody decision.

(B)- Remedial Measures: The Petitioner is asking this Court for Medical Testing to have genetic testing and a series of medical tests conducted on his children to assess their health status And ensure their well-being. The Medical tests are:

(1) **Lipid Panel Blood Test:** to measure cholesterol levels. & (2) **CBC (Complete Blood Count):** Test to check overall health.

(3) **CMP (Comprehensive Metabolic Panel):** to assess metabolic functions. & (4) **Thyroid Panel Test:** to evaluate thyroid function.

(5) Genetic Testing: to check for hereditary conditions. Petitioner argues that the court should grant him shared legal custody to ensure proper Oversight of the children's health & medical care, asserting that Respondent's actions have compromised Their well-being. MD's Public Policy Cannot tolerate custody arrangements that perpetuate physical harm to children or deny a parent the ability to advocate for their welfare.

- Does Circuit Court have the authority to Prevent Petitioner's visitation's Rights of his minor children? (Appendix-26)

3- Public Policy in Child Custody Decisions: According to Maryland Law

The Circuit Court of Baltimore County Did Not Properly consider the welfare of the couple's child, MD law Unequivocally Requires courts prioritize Child's best interests in custody decisions - **Taylor v. Taylor, 306 Md. 290, 301, 508 A.2d 964 (1986):** Because generally, judges in MD make Child custody decisions. "Depending upon what is in the best interests of the Child. "The Petitioner requests that this court review the custody arrangement to ensure the health. And safety of the children is Prioritized, especially given the Respondent's alleged Neglect and Harmful actions toward their child's health.

4- Conclusion: Request for Judicial Intervention

The Petitioner requests this Honorable Court to vacate The MSA and custody order.

Due to Respondent's violations of Maryland's Public Policy due to:

1- MSA agreement's Unconscionable financial terms, born of Respondent's Exploitation of Petitioner's disability, and courts' Failure to address the Children's Deteriorating health, offend both statutory mandates and jurisprudential principles. Pursuant to: **MD Comm. Law Code § 11-112 (2013):**

2- The failure of the Circuit Court, The Appellate and Supreme Courts of Maryland to consider the welfare of the children in its custody decision, particularly in light of the health concerns caused by the Respondent's actions.

3- The Respondent Misused Full custody right So, The Petitioner seeks shared legal custody to ensure proper oversight of the children's health and well-being, along with medical testing to address any potential health concerns caused by Respondent's behavior.

In summary, This Honorable Court should invalidate the MSA, remand for reconsideration of custody under **Taylor's best-interest standard**, And order immediate medical intervention to Protect the children. Justice and public policy demand no less.

- Pursuant to **MD Comm. Law § 11-112** and The Precedents of **Williams and Walther**.

[10]- The Petitioner Filed a Withdrawal for his (1st) Petition for Contempt (Appendix-27)

The Petitioner, Due to his Mental illness and lack of legal representation was unaware that his Petition for Contempt might conflict with his ongoing Appeal. This lack of awareness stems from procedural inequities **Under Md. Rule 2-602**, where incapacity may excuse conflicts in filings, allowing courts to consider good faith withdrawals as evidence of duress or mistake. As a result, the Petitioner filed a withdrawal of his Petition for Contempt in the Circuit Court of Baltimore County on 08-29-2024 that was Granted on September 20, 2024. (Appendix-27)

In his withdrawal, The Petitioner expressed his intent to Renegotiate a New MSA, with the Respondent. This act was made in a Good Faith, As the Petitioner was seeking to resolve matters amicably. The Petitioner's willingness to withdraw his petition for contempt was an effort to create a space for opening Renegotiation & to offer Respondent Opportunity to revisit the terms of the original agreement in Fair & Cooperative Manner. **Under Maryland's equity principles**, such withdrawals can support claims for rescission if induced by vulnerability, as per **Md. Fam. Law § 8-105**, which voids agreements tainted by unfair advantage. =====

[11]- Petitioner Asking to Reopen Discovery & Subpoena against Respondent at This Court or The Circuit Court.

1- The Responded Tricked and Pushed the Petitioner to travel Outside the United States,

2- Respondent made Flight ticket reservation for Petitioner with her credit Card (Ends by 1918) that costs (\$452.55) (Appendix-28)

By this way The Respondent Easily got The Physical Custody of the minor children.

3-Petitioner Respectfully urges this Court to grant relief under MD FM Law & principles of equity to reopen Discovery & Subpoena for Respondent

4- Respondent's calculated exploitation of Petitioner's mental disability by isolating him abroad by Deactivating his phone number (646-922-2221) from the family phone Plan without Petitioner's Permission in order to effectively isolate The Petitioner and to Cut Petitioner's connections to The USA Under The Lie, that Respondent's sister needs to add her son (Danny) to the family phone plan instead of Petitioner (Appendix-29)

5- Respondent's Sister's Family members are Five (5) Persons Husband, wife & Three Kids Plus Respondent & Petitioner,

So Total No after adding Respondent's sister's son will be (7)

The Fact is: The Sprint Family Plan Can Take Up to Ten (10) Lines. (Appendix-30)

As a result of isolating The Petitioner abroad by Deactivating his phone number (646-922-2221) From the family phone Plan without his Permission to effectively isolate him And to Cut His connections to the USA. it led to Severing Petitioner's ability to retain counsel or receive Discovery Notices constitutes Fraudulent Concealment & violates MD's duty of Fairness in marital dissolution proceedings.

- **Cannon v. Cannon, 156 Md. App. 387, 403 (2004)** The Petitioner's mental disability and Respondent's isolation tactics including deactivating his phone to prevent legal recourse establish a clear lack of capacity and procedural fairness (Agreements voided where One (1) party lacked "meaningful choice" due unequal bargaining power). This case emphasizes that such tactics void MSAs for lack of voluntariness.]

The Petitioner is Respectfully asking this Court to Order Respondent to Financially Compensate Petitioner for:

(1) For The Economic Damages resulted from Removal of Petitioner's Phone Number from The Family phone plan and Losing his Valuable number (646-922-2221) without his Permission.

(2) For The Economic Damages resulted from The Loss of Petitioner's Discovery and Subpoena

(3) For The Economic Damages resulted from Petitioner's Emotional Pains and Suffering Due to Petitioner's Mental Disability and Lack of legal Representation while he was traveling outside USA, Respondent Sold & Liquidated Marital Car (Toyota Corolla Rav4- Silver Color), The Respondent made Dissipation of Marital Assets and Funds while Petitioner was traveling outside USA.

N.B: The Petitioner still have The Original Key of The Marital Car Till Now (Appendix-40)

For previous reasons Petitioner lost his Marital Legal Rights to File for Discovery & SUBPOENA at Correct Time Frame.

1- Regarding Reopening The Discovery: (Appendix-31)

Petitioner is asking This Court for Permission to Reopen the Discovery Against the Respondent, To Disclose all Marital Assets and Funds that The Respondent took While the Petitioner was traveling outside The United States,

Due to Petitioner's severe sickness and Lack of Legal representation to see his sick mother in Egypt after He Lost his dad.

So, The Petitioner didn't get Notified by The Discovery Service while he was traveling outside the United States and for that reason,

The Petitioner is asking This Court for The Permission to Reopen the Discovery against The Respondent.

Reopening of The Discovery Under Maryland Law:

- **Md. Rule 2-504**; Courts may modify scheduling orders for "Good Cause," including when a Party's Failure to act stems from Excusable neglect or external obstruction. Here, Petitioner's mental disability, compounded by Respondent's intentional sabotage, Meets this standard.

- **Rodriguez v. Clarke, 145 Md. App. 423, 436 (2002)**; (Discovery Reopened where Fraud deprived a party of procedural rights).

- **Md. Fam. Law § 8-105**; invalidates agreements procured through Unfair advantage, extending to Respondent's tactics To conceal asset Dissipation including Unlawful Sale of Marital car (Toyota RAV4). - **Md. Fam. Law § 8-201** ; For Marital Asset Dissipation

- **Brewster v. Brewster, 204 Md. App. 243, 260 (2012)**; Maryland precedent also permits courts to redress Dissipation of Marital Assets through equitable remedies. (Dissipation justifies Reopening Proceedings to Restore Fairness).

- Under: **Md. Rule 2-533(b)**; Petitioner's request aligns with MD's Policy to protect vulnerable parties from procedural inequity. Authorizes relief from judgment for "Fraud, Mistake, or irregularity," & here Respondent's Misconduct created an insurmountable Barrier to Petitioner's Participation. [A] party seeking to Reopen Discovery must show why Court's deadlines could Not reasonably have been made despite its diligence."

Saray Dokum v. Madeni Aksam Sanayi Turizm A.S., 335 F.R.D. 50, 52 (S.D.N.Y. 2020)

A court may modify a scheduling order for good cause. Fed. R. Civ. P 16(b)(4).

2- Regarding Reopening The SUBPOENA: (APPENDIX-32)

Petitioner respectfully urges this Court to grant relief under MD Family Law to Reopen the Subpoena against the Respondent, whose deliberate Actions by exploiting Petitioner's Mental disability and lack of counsel deprived him of the opportunity to uncover critical evidence of marital asset dissipation, To Disclose all marital assets and funds that Respondent Dissipated or Hid Unlawfully while The Petitioner was traveling outside USA.

Reopening The SUBPOENA Under Maryland Law:

- **Md. Rule 2-510;** Respondent's Liquidation of Marital assets during Petitioner's coerced absence while he lacked counsel and Struggled with mental health, Demands and Governing Subpoena Enforcement Empowers courts to compel Respondent To Disclosure all hidden marital Financial records and production of documents essential to Equitable marital asset division.
- **Md. Code, Fam. Law § 8-105;** Respondent's isolation of Petitioner abroad including deactivating his phone to sever his access to legal representation constitutes fraudulent concealment which voids MSA procured through unfair advantage.
- **Md. Code, Family Law § 8-201;** This Misconduct directly enabled Respondent to unlawfully liquidate marital assets, such as the Marital Car (Toyota RAV4) and other valuable marital assets while Petitioner, disabled and unrepresented, was unable to respond. Maryland courts prioritize protecting vulnerable parties from procedural inequity.
- **Brewster v. Brewster, 204 Md. App. 243, 260 (2012);** Court held Dissipation of marital assets justifies reopening proceedings ensuring Fairness.
- **Rodriguez v. Clarke, 145 Md. App. 423, 436 (2002);** Permits relief where fraud obstructs party's ability to participate in discovery.
- **Md Rule 2-504;** Petitioner's mental disability & Respondent's intentional sabotage meet the "Good cause" standard warranting Subpoena Enforcement to disclose All hidden Marital Financial Records.

3- Conclusion: a- MD Law compels this Court to intervene, ensuring marital rights are adjudicated Fairly & justly.

b-This Court must intervene to Rectify Respondent's Exploitation of Petitioner's disability and secure Equitable adjudication of marital assets under Maryland law. Justice requires reopening Discovery & Reissuing Subpoena to Uphold integrity of marital dissolution proceedings.

c- Equity demands Reopening The Discovery and Reissuing a Subpoena to rectify Respondent's Exploitation of Petitioner's disability and secure Full Disclosure of dissipated Marital assets. This equitable mandate, under Maryland's chancery powers, prevents manifest injustice.

[12]- Both Parties are Still Married Religiously from 2011 Till Present.

(a)- Both, The Petitioner and Respondent are Still Married Religiously Starting from October 15th, 2011, Till Present, The Respondent was asked by her attorney at the trial on May 24, 2023 (Mr. Marsheck: Was that a Civil or Religious Ceremony?)

(Ms. Lynn: Civil Ceremony) Transcript Page Five (5) from Line (12 to 14) (Appendix-33). This testimony underscores the distinction between civil and religious marriages, where Maryland law recognizes both but requires full disclosure of marital status for equitable dissolution.

(b)- This question was showing the importance of Religious marriage To Civil Courts & Family Law of the State of MD & The USA in General.

(c)- There is only one Civil divorce on 5-24-2023 (The Judgment of absolute divorce) (Appendix-34)

Which makes The (MSA) to become incomplete, Void, and invalid.

(d)- The Petitioner respectfully urges this Court to vacate the Marital Settlement Agreement (MSA) Under MD Family Law as the MSA is void due to Respondent's Exploitation of Petitioner's Mental disability and Failure to account for parties' **Ongoing Religious Marriage.**

(e)- A Material Omission rendering MSA legally incomplete and Unconscionable.

- Under Md. Fam. Law § 8-105; MSA is unenforceable if procured through "Fraud, Duress, or Undue influence" or if a party lacked capacity to understand its terms. - **Md. Fam. Law § 2-201;** Requires The MSA to address all Marital Obligations. Critically, the MSA Failed to address The Parties' Undissolved.

(f)- Religious Marriage, which Remains till Present Legally significant under Maryland law, while MD recognizes Civil divorce, That only The Civil marriage was dissolved **While the Religious Marriage Persists Till Present (Appendix-25), That creates a Fatal incompleteness in the MSA. Hovannisan v. Chernova, 221 Md. App. 550, 567 (2015) (Failure to Disclose Material Facts Voids Agreements).**

- Rand v. Rand, 280 Md. 508, 513 (1977); (Agreements failing to account for "all relevant factors" are Unconscionable).

(g)- Maryland courts have consistently held that Marital Contracts Must Reflect the Parties' Full Legal and Equitable Circumstances.

(h)- Respondent's Omission of Religious Marriage's Ongoing Validity, coupled with Petitioner's incapacity & lack of Counsel makes MSA invalid.

CONCLUSION: This Court must set aside MSA under MD law to rectify Respondent's exploitation of Petitioner's disability and MSA material omissions. Justice demands Recognition of Undissolved Religious marriage & Restoration of Petitioner's legal rights. Public policy against Partial dissolutions compels vacatur to uphold marital equity

[13]- The Petitioner Lost His Retirement Account and 401K Benefits. (Appendix-17)

Based on Pages (8) & (9) of The MSA The Petitioner lost his Marital share in Respondent's Pension Plan, Profit-Sharing Plan, 401(k), IRA, or any Other form of retirement or deferred income plan that were accumulated over (12) years of marriage from (2011-2023) that The Respondent took From him To allow Petitioner to claim spousal benefits by reaching retirement age (62 years). So, The Petitioner respectfully urges this Court, To Vacate the MSA Under Maryland Family Law, As the MSA Unconscionably Stripped Petitioner of his Marital Legal Rights

1- According to Maryland Family Law Retirement Account and 401K Benefits.

- **Md. Code, Family Law § 8-105;** Marital agreements are unenforceable if procured through Unfair advantage, Fraud or when a Party Lacks capacity To comprehend its terms. Here, Petitioner's severe mental disability and dire financial circumstances is surviving on His SSI as \$900/month with No Stable Employment for 20 years Rendered him incapable of understanding MSA's consequences. This statute integrates contract principles, voiding for overreaching in vulnerable contexts. - **Cannon v. Cannon, 156 Md. App. 387, 403 (2004);** (Voiding agreements where a party's vulnerability precludes "meaningful Consent"). Respondent took Petitioner's constitutional right to claim Retirement & 401K Benefits This occurred Despite Petitioner filed jointly Family Taxes with Respondent for 10 years from 2011-2020 at marriage (Appendix-35) This violates MD's mandate for equitable division of marital property. - **Md. Fam. Law § 8-204;** Defines retirement benefits accrued during marriage as marital assets, entitling both parties to Fair share - **Bangs v. Bangs, 59 Md. App. 350, 359 (1984);** (Failure to Equitably divide Retirement accounts warrants vacating agreements). Respondent's unilateral seizure of these assets Petitioner's sole potential Lifeline for survival is unconscionable harms his future as father should support minor children, MD courts always protected retirement benefits from inequitable forfeiture

- **Davis v. Mayor of Annapolis, 98 Md. App. 707 (1993);** Underscores contractual protections for Pension rights, this principle extends to private retirement under MD's equitable distribution framework. This contractual view treats benefits as vested rights.

- **Leineweber v. Leineweber, 288 Md. 336, 340 (1980);** MSA's terms leaves Petitioner destitute in his later years Fail "Fairness & Voluntariness." Since Petitioner contributed to the family income and Paid Taxes during this period, He argues That he is legally entitled to claim credit for his Retirement account and 401k benefits as an American citizen. So, The Respondent had No right to take Petitioner's Constitutional Right away from Him As a result, Petitioner is requesting that this court to Restore his right to claim for his Retirement account and 401K benefits. The Petitioner Emphasizes the Grave consequences that he will face if he Fails to Regain his Financial independence. The Petitioner urges this court to consider the Long-term impact of this Decision As living without access to Retirement funds would be detrimental to his Survival as a father of minor children

2- State Constitutional Protections for Public Sector Retirement Benefits: The Petitioner respectfully urges this Court to vacate MSA Under MD Family Law, as its Forfeiture of Petitioner's Public Sector Retirement Benefits Contractual Rights Protected by MD's constitutional safeguards Violates principles of equity and procedural fairness. - **Md. Fam. Law § 8-105;** invalidates MSA procured through unfair advantage or when a party lacks capacity to comprehend terms. Petitioner suffering from severe mental disability, homelessness & incapable of understanding MSA's catastrophic forfeiture of his retirement benefits rights, MD law treats as vested and inviolable.

- **Davis v. Mayor of Annapolis, 98 Md. App. 707, 716 (1993);** Confirms retirement benefits are contractual entitlements; Their unilateral deprivation without comparable compensation is unlawful. Respondent's exploitation of Petitioner's disability to strip these assets critical to his survival & Parental obligations constitutes unconscionable overreach. This **integrates Article 19 of the Maryland Declaration of Rights,** Protecting against arbitrary deprivation of property. - **Davis v. Mayor and Alderman of City of Annapolis, 635 A.2d 36 (Md.App.1994)** Courts Provide Protection Against impairment of Contract Rights. (Recognizing that MD follows majority that Pension benefits are Contractual, but "Under certain Circumstances Government Unilaterally Modify them as long as changes do Not adversely alter benefits, or if benefits are adversely altered, they are replaced with comparable benefits"); This appellate decision upholds vested rights, prohibiting impairment without equivalents.

- **Md. Fam. Law § 8-204;** Mandates equitable division of marital property, including retirement benefits accrued during marriage. MSA's eradication of Petitioner's 401(k) & Pension rights, despite his contributions to marital finances, defies this mandate.

- **Bangs v. Bangs, 59 Md. App. 350, 359 (1984);** Holds inequitable forfeiture grounds for vacating agreements. MD's constitutional framework.

- **City of Frederick v. Quinn, 371 A.2d 724 (Md.1977).** Based on MD case law Pension benefits are considered contractual rights & protected from impairment. The courts have recognized that while Government may modify public sector retirement benefits, such changes must Not adversely alter benefits unless are Replaced with Comparable Benefits. This principle protects individuals from losing vested retirement benefits without compensation or replacement. - **City of Frederick v. Quinn, 281 Md. 438 (1977);** Bars impairment of vested benefits absent replacement with comparable value a standard the MSA Fails catastrophically, leaving Petitioner destitute in his later years. This reinforces Non-impairment of contracts Under **Article 23 of the Maryland Declaration of Rights.**

3- There are Four (4) interests that The Respondent Took from Petitioner based on (MSA)

The Petitioner was having interests with Respondent at Three (3) Properties jointly Also, In this case, the MSA effectively deprived Petitioner of Four Key interests he had Accumulated during the marriage which are: A- (4008 Falls Road, Baltimore MD, 21211) (From 2011 till 2018) B-(129 Hollow Brook Road, Timonium, MD, 21093) (From 2018-2023) & C- (1724 Mathews Terrace, Portsmouth, VA, 23704) (From 2011-2023) D- Plus, The Petitioner filed Joint family taxes together with The Respondent for The Annual Marital Fund which is About \$120,000 Annually During Marriage that Lasts for Twelve (12) years (2011-2023). Petitioner contends that the Respondent was Not entitled to Take these Four (4) interests away from him under State constitutional protections. The deprivation of Petitioner's Retirement Benefits and other assets is seen as an Unfair and Unconstitutional act that undermines his rights as American citizen For the Previous Four (4) interests that Respondent took based on MSA. According to The State Constitutional Protections for Public Sector Retirement Benefits.

CONCLUSION: 1- This Court must set aside the MSA to uphold Maryland's constitutional and statutory Protections for Retirement Benefits & Rectify Respondent's exploitation of Petitioner's disability. Justice demands Restoration of Petitioner's contractual rights to ensure his survival. 2- This Court must Set Aside the MSA to rectify Respondent's Exploitation of Petitioner's Disability And restore his right to Retirement Assets that are critical for Petitioner's survival. & 4- Maryland Law Demands No Less.

[14]- The Respondent Breached The MSA, Plus All Respondent's Violations.

The Respondent Committed Several Illegal Acts During This case.

On (09-20-2024), The Circuit Court of Baltimore County granted the Petitioner for a New appraisal for the Marital house based on market value of 2024. However, Respondent violated court orders by preventing Appraiser to enter the marital house to conduct his Appraisal, thereby delaying the Process leading to Placing Respondent under Second (2nd) Petition for Contempt (Appendix-36). So, After the Petitioner filed for (2nd) Petition for Contempt, Respondent Allowed Appraiser to Enter the House to make his Appraisal for 2024 was \$485,000 (129 Hollow Brook Rd, Timonium, MD) Based on Redfin.com Current market value on 2025 Over (\$500,000)

(A)- Respondent's Breach of Contract According to Page (16) Letter (F) of The MSA (Appendix-17)

- 1- Respondent's First Appraisal for Marital House was \$440,000 on 05-26-2023 (Appendix-20).
- 2- Petitioner Respected the Terms of MSA and waited for Sixty days After Respondent's appraisal & he didn't get His marital share till Present.
- 3- Petitioner was supposed to get his Marital Share of Forty Percent (40%) On (07-25-2023) which is Sixty (60) days after Respondent's appraisal.
- 4- Petitioner Filed for his Appeal at Appellate Court of MD on (08-02-2023) after waiting for (67) days from Respondent's Appraisal. (Appendix-41).
- 5- That means Petitioner's Appeal Didn't Conflict with MSA Terms & Conditions, So Respondent's Action is considered as Breach to MSA Terms So, The Petitioner applied for his Appeal in front of Appellate Court of Maryland trying to Set aside MSA To get back his lost marital legal rights.
- 6- Appellate Court of Maryland Opinion for Case No (ACM-REG-1097-2023) Didn't take into Consideration Petitioner's Mental sickness, Homelessness and Lack of Legal Representation & Denied Petitioner's Appeal Based on (Appendix-2).
- 7- The Petitioner was granted from The Appellate Court of Maryland for Final Waiver of Any Final Appeal Costs on 04-24-2024. So, The Petitioner lost his Appeal in front of The Appellate Court of Maryland on 04-04-2024.
- 8- Then, Respondent got a court order against The Petitioner to enforce him paying Respondent's Attorney's fees on 04-24-2024. Now, Respondent's Attorney is asking for an Overpriced fees of (\$12,329.30) (Appendix-2). The Petitioner is asking this Court to (Reduce or Refund or Wave) Appeal's Costs & Baltimore County Circuit Court Costs For reasonable fees Assessed to him Due to his Sickness, Homelessness

(B)- The Respondent has Committed Several illegal Violations During this Case:

Petitioner identifies Multiple Violations by Respondent during this case, each one contributed to Petitioner's Economic & Emotional Damages:

1- First (1st) Violation: Respondent deprived Petitioner's marital legal rights by pushing him through an Unfair MSA.

2- Second (2nd) Violation: Respondent Breached MSA Terms & Conditions Based on Page (16) Clause (F) which stands for:

((Any party who Fails to Comply with Provisions of this Agreement or who Breaches this Agreement, Will indemnify The other party, make him or her Financially whole, And hold the other party harmless from any such Breach of this Agreement, including but Not limited to, Reasonable Attorney's Fees.)) So, Respondent Refused to Pay Petitioner's 40% share of marital house's equity, as outlined in MSA For Two (2) years Starting from 05-24-2023 till Present (Appendix-17)

3- Third (3rd) Violation: Respondent lied under oath about location of their marriage by stating Civil Ceremony Took place at Baltimore County Circuit Court instead of Baltimore City Circuit Court (Appendix-24), (Appendix-33).

4- Fourth (4th) Violation: Respondent ignored Religious Marriage within MSA that done on 10-15-2011 till Now (Appendix-25)

5- Fifth (5th) Violation: Respondent Failed to disclose Marital Car (a Toyota Corolla Rav4), which She liquidated without recognizing the Petitioner's equity share. The Petitioner still have The Key of Marital Car Till Now (Appendix-40)

6- Sixth (6th) Violation: Respondent within MSA Failed to disclose All marital funds that were accumulated in her Private Bank Accounts from (2011-2023) Respondent's Annual income is \$120,000. Which is considered as Annual Marital Funds for Last (12) Years From (2011-2023). If we Multiplied \$120,000 (x)12 Years = (\$1,440,000) of Marital Funds One Million Four Hundred Forty Thousand Dollars.

7- Seventh (7th) Violation: Respondent Failed to disclose at MSA The Virginia's house at (1724 Mathews Ter, Portsmouth, VA) Which was Jointly Owned & Contributed to Marital income, Respondent was paying mortgages of Virginia's house from Parties' marital funds, For more than (10) years from (2011-2023) So The Petitioner Paid Property Taxes with Respondent jointly for Virginia's House, That makes it Part Marital & Part Non-Marital (Appendix-21) and Current value of Virginia's House for 2025 (\$250,000)

8- Eighth (8th) Violation: Respondent lied at MSA about \$90,000 down payment for (2nd) marital home at:(129 Hollow Brook Rd), Claiming it was Loan from her dad without any proof while \$90,000 came from selling (1st) marital house at (4008 Falls Rd) at (\$145,000) (Appendix-17 & 18).

9- Ninth (9th) Violation: Respondent Failed at MSA to disclose Her inheritance land in VA in 2015 from her uncle worth over one Million Dollars.

10- Tenth (10th) Violation: Respondent removed Petitioner's Phone Number (646-922-2221) from Family Phone Plan without his Permission that Prevented him from Calling any Lawyer while he was Outside USA & Unable to contact any attorney (Appendix-29), (Appendix-30).

11- Eleventh (11th): The Petitioner is Homeless for Over Four (4) Years: He has been suffering Physically & Emotionally due to loss of his marital Legal rights, including his share of Marital assets & Respondent's Failure to Pay him his share of marital home till now.

12- Twelfth (12th) The Petitioner is Asking This Honorable Court for a Request for Relief for the Following:

Due to All Previous Violations, The Petitioner requests this court to provide Financial Compensation for The Economic, And Emotional Damages that the Petitioner Suffered from as a result of Respondent's violations, So The Petitioner seeks:

A- To order Respondent to Financially Compensate Petitioner for The Total Amount Of Five Million Dollars \$5,000,000.

Due to Respondent's Dissipation, Squandering and Hiding of Marital Assets and Funds, And Due to Petitioner's Economic and Emotional Damages for Four (4) Years Starting from 03-08-2021 Till Present,

Because The Respondent has Chosen To Abuse The legal System For The Purpose of Disadvantaging The Petitioner, Which makes The Respondent to Lose The Credibility in this Honorable Court.

Also, Due to The Respondent's Breach & Violation of The MSA by Freezing Petitioner's Marital Shares and Assets.

B- To Set Aside The MSA and for The Petitioner To get Back:

- 1- The Petitioner To get Back his Shared Legal custody & 2- The Petitioner To get Back his right to ask for an Alimony,
- 3- The Petitioner To get Back his Retirement Account & 401K. & 4- To get Back his Marital share at (\$90,000) down payment of House (129 Hollow Brook Rd, Timonium, MD, 21093) **worth over (\$500,000)**
- 5- Petitioner To get Back his share at The Virginia's House at:(1724 Mathews Terrace, Portsmouth, VA, 23704) **worth over (\$250,000)**.
- 6- The Petitioner To get Back his Marital share at Car worth (\$50,000) that Respondent Liquidated while Petitioner was outside USA.
- 7- Petitioner's marital share of marital funds (\$1,440,000) that accumulated in Respondent's accounts for last Ten Years from (2011 - 2023).

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[15]- Calculation of The Financial Compensation Against The Respondent.

- 1- Vacate The MSA due to Unconscionability/Fraud due to mental incapacity (**Md. Code, Family Law § 8-201**).

- 2- Injunctive Relief by Immediate release of Frozen assets and Restoration of The Discovery and SUBPOENA rights.

The Petitioner's Petition is Arguing: A- Violation of due process under the 14th Amendment. B- Violation of ADA (Failure to accommodate The Petitioner's mental disability).C- Equal Protection due to Discrimination. The Petitioner wants a Hypothetical Financial compensation framework, For a Potential 42 U.S.C. § 1983 (Civil Rights) And ADA (Americans with Disabilities Act) claim,

Step (1): The Legal Grounds for Compensation Under a §1983 or ADA claim, The Petitioner's arguments would be:

- 1- Violation of Due Process (14th Amendment): The court failed to consider The Petitioner's mental disability in divorce proceedings.
- 2- Failure to Accommodate (ADA Title II): The State courts did Not provide reasonable accommodation for The Petitioner's dementia and Alzheimer's during litigation.
- 3- Emotional Distress & Prolonged Litigation Harm: Stress worsened Petitioner's health and caused mental suffering.

Step (2): Compensation Categories: 1- First- Economic Damages These are Out-of-Pocket Losses and Measurable Financial Harm:

A- Lost Marital Assets: Value of marital property that Petitioner lost due to the unfair settlement and became Homeless for Four (4) Years.

B- Medical Costs: Additional medical expenses due to stress, worsening condition, treatments, medications, counseling.

Estimate: \$5,000-\$15,000 Annually for Four (4) years of Homelessness → \$20,000 - \$60,000.

2- Second- Non-Economic Damages (Pain & Suffering) This Honorable Court please look at severity, duration & impact on life for four (4) years Severe emotional distress from litigation, Loss of security, Worsening dementia. Range in ADA/§1983 cases:

The Petitioner deserves about: \$500,000 Due to his mental Suffering, Health deterioration and Homelessness for Four (4) Years.

3- Third: Loss of Enjoyment & Quality of Life: Loss of independence & Dignity due to untreated disability during legal process \$250,000.

4- Fourth: Punitive Damages: The Petitioner has been through deliberate indifference or willful Neglect of his disability \$2,000,000-\$3,000,000.

The Total Estimated Compensation Range: **Financial Losses are:**(1)- Marital Car \$50,000. (2)-Down payment of Maryland house \$90,000.

(3)- The Petitioner's Share of Maryland House that worth \$500,000. (4)- Petitioner's Share of Virginia House that worth \$250,000.

(5)- Marital Funds Accumulated at Respondent's Accounts for 12 years (12 X \$120,000) = \$1,440,000 One Million Four Hundred & Forty Thousand Dollars. (6)- Emotional Distress for Four (4) years is: \$500,000

(7)- Punitive Damages Estimate: 3X Times Compensatory Damages, So the Petitioner's Punitive Damages has been through deliberate indifference or willful Neglect of his disability Range: \$2,000,000-\$3,000,000

(8)- So, The Total Financial Compensation is Five Million Dollars \$5,000,000 or whatever this Honorable Court see Reasonable.

This calculation supports claims **Under Md. Fam. Law § 8-205** for Monetary awards to rectify inequity as a Punitive element for willful misconduct.

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[16]- The Petitioner is Suffering & Struggling Under The Poverty Level.

According to The Department of Health and Human Services (HHS) (Appendix-37)

The New Federal Poverty Levels (FPL) Released in 2024, as might be expected by the name Basic 100% poverty level is Low & comes at annual income for Household of one of (\$15,060). Broken down to Monthly that you're effectively on breadline if you take in No more than (\$1,255) That all makes rather depressing news to anyone on Supplemental Security Income (SSI)

Due to The Unfair Marital Settlement Agreement The Petitioner Lost:

1- His right to get at least shared legal custody. & 2- His Marital Legal rights to ask for an Alimony.

3- His Marital Legal share in Retirement Account and 401K.

4- His Marital share at (\$90,000) Down payment of House:(129 Hollow Brook Rd, Timonium, MD) under Respondent's lie it was loan from her dad

5- His Marital share at Virginia's House (1724 Mathews Terrace, Portsmouth, VA, 23704) over (\$250,000) as **Part Marital and Part Non-Marital**

6- His Marital share at the Marital Car (Toyota Corolla Rav4 Silver Color) Which worth (\$50,000) That Respondent Sold and Liquidated, While Petitioner was traveling outside the United States.

7- His Marital share of All Marital funds that were accumulated in Respondent's bank accounts during The marriage Starting from (2011-2023)

Respondent's Annual income \$120,000 as an Annual Marital Funds for 12 Years, If we multiplied \$120,000 (x) 12 Years= \$1,440,000 of marital Funds that Respondent failed to disclose within The Marital Settlement Agreement.

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- (Appendix-38) Request for Spoken Language Interpreter

- (Appendix-39) The Petitioner filed Recently Motion to Circuit Court of Baltimore County On 10-25-2024 To Modify The (MSA) This Motion Got Denied on November 4th, 2024. Under Reason Court No Longer Has Revisory Power to Modify Judgement Allegations Asserted Fail to Meet Definition of Fraud, Mistake, Irregularly, Newly Discovered Evidence or Clerical Mistake Required, Under **MD. RULE 2-535**

- (Appendix-40) The Petitioner still have Original Key of Marital Car, That Respondent Sold and Liquidated while Petitioner was Outside USA

- (Appendix-41) Petitioner's Notice of Appeal and Prehearing Info on August 2nd, 2023.

[17]- The Circuit Court is Holding The Petitioner's Assets & Preventing Petitioner from Seeing his Children.

The Circuit Court of Baltimore County was Unjust with The Petitioner Regarding Six (6) Issues:

For God's Sake, The Petitioner is asking This Honorable Court to Save him from The Unfair Injustice of The Circuit Court of Baltimore County.

1ST Issue: Circuit Court is Holding & Freezing Petitioner's Marital Assets for Two Years from 05-24-2023 till Now (Appendix-42)

because he is Appealing at Front of The Supreme Court of The USA even before the approval of Petitioner's Appeal. This hold was continued For Two (2) Years from 05-24-2023 till Now to Deduct Respondent's Attorney's Fees (\$12,329.30) from Petitioner's Marital Assets Based on that there was Hearing date on (03/18/2025) for Respondent's Attorney's Fees (Appendix-42), ((42-A), (42-B), (42-C)) that got Postponed.

In Contrary: if This Honorable Court looked at The Marital Settlement Agreement (Appendix-17) Page (13) Clause (C) Under Counsel Fees:

- Each of the parties shall pay his or her own council fees incurred in connection with their separation and divorce.
- Husband & Wife hereby specifically release each other for and from any claim or obligation to contribute to the other's counsel fees for legal services related to separation & divorce rendered to him or her at Any Time in The Past, Present or **FUTURE**; Provided,
- However, that if either party breaches the Agreement, or if either party is required to incur legal fees in order to enforce his or her rights under this Agreement, then the other party shall be responsible for his or her counsel fees.

So, based on the MSA Page (13) Clause (C) the Petitioner is Not Supposed to Pay to The Respondent for her Attorney's Fees at all.

2ND Issue: Circuit Court Denied Petitioner's Motion to Waive & Preclude Plaintiff's Attorney's Fees Requests with Prejudice (Appendix-43)

The Respondent Voluntarily without any Court Order filed a withdrawal for her Attorney's Fees for The Period from (04-24-2024) till (03-15-2025)

So, The Circuit Court DENIED Petitioner's Motion on (04-16-2025) Under Reason: **The Court Lacks Authority to Grant the Relief Requested.**

So, if The Circuit Court Lacks Authority to Grant the Relief Requested what Court has The Authority to Grant the Relief Requested!!!

This denial ignores indigency protections Under Md. Fam. Law § 12-103, allowing fee waivers for financial hardship, and Breaches equal access to justice (*Boddie v. Connecticut*, 401 U.S. 371 (1971)).

3RD Issue: Circuit Court Denied Petitioner's Motion Regarding Respondent's Breach to MSA Page (16) Clause (F) (Appendix-44)

The Respondent Didn't Pay Petitioner's Share at The Marital House after Sixty (60) days from her Appraisal date that was on (05-26-2023),

So after (60) days the due date of Petitioner's Payment was supposed to be on (07-25-2023) that was before The Petitioner's Appeal,

By Seven (7) days that started on (August 2nd, 2023) that means The Respondent Breached the MSA Based on Page (16) Clause (F)

Which means that The Petitioner's Appeal Didn't Conflict with The MSA Terms and Conditions

So, The Circuit Court DENIED Petitioner's Two (2) Motion Regarding Respondent's Breach to MSA Based on Page (16) Clause (F)

(a) First Denial was on (03-20-2025) Under the Reason: Court Can Not Grant Relief Requested.

(b) Second Denial on (04-17-2025) Under Reason: Proof that Defendant (Petitioner) Filed an Appeal is attached as an Exhibit to his Motion

While The Truth is The Petitioner Never Ever discussed Respondent's Breach to MSA Based on Page (16) Clause (F) within his Appeal.

This Erroneous denial Violates Md. Rule 2-535, granting revisory power for irregularity, and due process by ignoring contractual Breaches, (*Cannon v. Cannon*, 384 Md. 537 (2005))

4TH Issue: The Circuit Court Denied Petitioner's Motion to Modify Custody/ Visitation Order and Request for Visitation. (Appendix-26)

(A)- FACTUAL AND LEGAL BACKGROUND

The Parties' MSA, entered on [05-24-2023], Granted the Respondent Full Physical and Legal custody Of the minor children.

For the Past Two (2) years, the Respondent has Unilaterally denied the Petitioner any contact with the children Failing to initiate communication or Respond to Petitioner's attempts to exercise visitation. The Petitioner has remained willing and able to maintain a relationship with the children but has been obstructed by Respondent's refusal to Cooperate, violating the spirit of MD's family law prioritizing the best interests of the child. This denial breaches parental rights Under *Troxel v. Granville*, 530 U.S. 57 (2000), protecting fit parents' fundamental liberty interest.

(B)- Modification of Custody/Visitation Requires a Material Change in Circumstances and the Best Interests of the Child

Under Maryland law, custody and visitation orders may be modified if there is: 1- A material change in circumstances, and 2- Modification is in the child's best interests. *Wagner v. Wagner*, 109 Md. App. 1 (1996); *McCready v. McCready*, 323 Md. 476 (1991).

Here, the Respondent's refusal to facilitate contact for Two (2) years constitutes a material change, As it has severed the Parent-child relationship without justification. So, The Court must intervene to correct this inequity.

(C)- Respondent's Conduct Violates Maryland's Public Policy

Maryland's public policy strongly disfavors alienating a child from a fit parent. *Shenk v. Shenk*, 159 Md. App. 548 (2004).

By Refusing to Communicate or Facilitate visitation, Respondent has undermined Petitioner's Parental rights and Children's emotional well-being.

(D)- Maryland Law Presumes Visitation is in the Child's Best Interests

1- Maryland Family Law § 9-101(a) Mandates that; "A court shall consider the Best interests of the child." When determining custody or visitation. Courts consistently hold that visitation with a Noncustodial parent is presumed beneficial absent evidence of harm.

2- *Taylor v. Taylor*, 306 Md. 290 (1986); ("Denial of visitation is a drastic remedy reserved for exceptional cases").

The Respondent has provided No evidence that the Petitioner poses a risk to the children.

Absent such proof, the Court must prioritize the children's right to maintain a relationship with both parents.

3- *Karanikas v. Cartwright*, 209 Md. App. 571 (2013); ("Courts should ensure children have Frequent & Meaningful contact with both parents").

4- *Shenk v. Shenk*, 159 Md. App. 548 (2004): Prohibition on Parental alienation.

Given the Two (2) years lapse in contact, it is crucial to demonstrate that resuming visitation Aligns with the children's best interests.

The court will assess whether the father's involvement will Positively contribute to the children's Welfare and development.

This request emphasizes Equity, the children's welfare, and Petitioner's rights under Maryland law.

The Court should schedule a hearing to assess the current circumstances, and craft a visitation plan fostering the children's best interests.

5th Issue: Legal Arguments & Questions Against The Circuit Court's Actions

- 1- Can Circuit court freeze petitioner assets for Two (2) years to secure payment of respondent attorney's fees?
- 2- Does Circuit Court have the authority to order Petitioner who is suffering from a mental disability and is in financial distress to pay Respondent's Attorney's fees from his marital assets?
- 3- Does the Circuit Court's action violate MD law and Constitutional Protections?
- 4- Does Circuit Court have the authority to Prevent Petitioner's visitation's Rights of his minor children? (**Appendix-26**)

(A)- Constitutional Due Process Violations (U.S. Const. Fourteenth (14TH) Amendment XIV)

Based on The United States Constitution, Fourteenth (14TH) Amendment XIV, U.S. Const. amend. XIV.

Petitioner has a Constitutional right to Due process before All his property and Marital Assets are taken.

Core Argument: The Circuit Court's Two-Years Freezing of marital assets without a timely, fair hearing violates the Due Process Clause. The Circuit Court's Unilateral use of marital assets to pay the Opposing party's legal fees violates the Fundamental principle that property cannot be taken without proper justification and consideration of financial hardship.

Legal Authority: 1- **Goldberg v. Kelly, 397 U.S. 254 (1970)**; U.S. Supreme Court ruled that government actions affecting A person's essential financial stability Require due process protections. Here, The Circuit Court's freezing of marital assets for the benefit of the Respondent While leaving the Petitioner Homeless for Four Years and without means, is a Violation of Fundamental Fairness and Due process.

2- **Md. Rule 9-203.** Freezes must be Narrowly tailored and periodically reviewed; (2) years hold without reassessment is Arbitrary.

(B)- Abuse of Judicial Authority Under Maryland Law

Circuit Court Exceeded its statutory authority by freezing assets solely to subsidize Respondent's attorney's Fees, Contrary to MD's Equitable Distribution framework.

Core Argument: Freezing marital assets is done to Preserve marital property, Not to create One-sided financial Burden on a Disadvantaged party.

Legal Authority: 1- **Md. Code, Family Law § 8-205:** (Distribution of Marital Property) This statute governs how marital Property is divided in Fair & Equitable manner, Freezing Marital assets should be for the purpose of equitable distribution, Not to Penalize One Party or Fund litigation costs.

2- **Blaine v. Blaine (1994);** Asset freezes require a "Legitimate Purpose" (e.g., Preventing waste) Not Unilateral Payment of Fees.

3- **Malin v. Mininberg (2003);** Courts cannot strip a party's marital share to pay fees without evidence of need or reasonableness.

4- **Langston v. Langston, 366 Md. 490 (2001);** Maryland's highest court has held that the distribution of marital assets should be fair and reasonable. Using Marital assets to pay the opposing party's legal fees, particularly when The paying party is already Financially Distressed, is an Abuse of discretion. So, Circuit Court's Misused of Equitable Powers, reframing the freeze as an unlawful penalty rather than a Protective measure.

(C)- MD Law Limits Courts' Authority to Freeze Marital Assets Solely for Attorney's Fees.

A court may Not freeze marital assets indefinitely or for improper purposes, such as subsidizing One Party's litigation costs at the expense of the Other's basic rights.

Core Argument: 1- **Under: Md. Code, Fam Law § 11-110.** Allows courts to award attorney's fees Based on financial disparity, such awards must consider The requesting party's inability to pay; Reasonableness of the fees, The opposing party's ability to pay, Forcing a mentally ill, indigent Petitioner to pay fees for a wealthy respondent violates MD's statutory Requirement that fee awards be "just and Equitable" Attorney's Fees Must Be Just and Equitable

2- **Under: Md. Code, Family Law § 7-107:** Fees must account for financial disparity and hardship.

3- **Doser v. Doser 106 Md. App. 329 (1995):** Fees cannot create an undue burden on a disadvantaged party.

Respondent's Wealth: Respondent earns 120k/year, owns Two Properties Plus a Land in Virginia worth over \$1,000,000 and, Holds Over 1 Million dollars in Cash, Stocks and Assets, this is clear Financial Capacity to Self-Fund litigation.

4- **Malin v. Mininberg, 153 Md. App. 358 (2003):** Attorney's fees can't be awarded punitively in a manner that strips a party of his marital share. Here, Circuit Court froze Petitioner's assets for Two years without evidence of Respondent's financial Need Or Petitioner's ability to pay, violating FL § 11-110's Equitable framework.

Conclusion based on The Circuit Court of Baltimore County is Holding Petitioner's Assets for Two Years

1- Circuit Court doesn't have Unrestricted right to freeze Petitioner's marital assets for Purpose of Paying Opposing party legal fees this action violates MD family law due process rights and Fairness Principles.

2- The Circuit Court's actions exceed statutory authority and undermine equity.

3- MD law prohibits using asset freezes as a punitive tool to fund one party's litigation costs, where opposing party lacks capacity and resources.

4- Under **Md. Family Law § 7-107;** Awarding attorney's fees must be fair and equitable.

- **Md. Fam Law § 8-205;** Freezing assets must serve an equitable purpose, not benefit only one party.

- **Doser v. Doser (1995) & Langston v. Langston (2001);** MD courts have ruled that awards should Not create undue financial hardship.

- **U.S. Const. 14th Amendment. XIV & Goldberg v. Kelly (1970);** Taking the Petitioner's assets without due process violates constitutional rights.

5- Constitutional Gravitas: Due process violations are a cornerstone of federal judicial review and align with the Supreme Court's role in safeguarding fundamental rights.

6- Statutory Misapplication: Shows the Circuit Court's departure from MD's equitable distribution framework, inviting corrective intervention.

7- Humanizing Petitioner: Emphasizes Petitioner's Mental disability, Homelessness, lack of counsel To underscore the injustice's severity by centering these arguments, the petition frames Circuit Court's Actions as both legally erroneous & morally indefensible, creating a compelling case for reversal. Also, Circuit Court Denied Petitioner's Motion for New Appraisal of Marital House Based on Current Market Value. (**Appendix-45**)

8- Petitioner Illustrates: Systemic inequity & Circuit Court's Failure to apply MD's statutory safeguards for vulnerable litigants.

9 – Circuit Court didn't take in Consideration Petitioner's Mental Disability & his lack of Honest Legal Representation during Trial To Set aside MSA.

10- The Circuit Court didn't take in Consideration Petitioner's Homelessness Conditions for Over Four (4) Years and his Financial Hardship time to Waive all Courts Fees Assessed to Petitioner by Appellate court of MD and Circuit Court.

11- Circuit Court of Baltimore County Prevented Petitioner from using his Constitutional Rights to Conduct Discovery & SUBPOENA against Respondent Plus Freezing Petitioner's Assets for Two Years.

12- **The Petitioner is asking this Honorable Court To order The Circuit Court of Baltimore County to Financially Compensate The Petitioner, For Total Amount of Four Million Dollars (\$4,000,000) or whatever this Court see Reasonable, Due to The Emotional and Financial Damages That Petitioner Had for More than Four (4) Years Starting from this Case on March 8th, 2021 (03/08/2021) Till Present.**

- Due to The Petitioner's Mental Disability, He is Trying Hardly during One (1) Year to Submit The Petition for Writ of Certiorari (**Appendix-46**)
- The Petitioner's Earnings Record from Social Security Administration (SSA) Showing a Zero (0) Annual Income for The last (9) years (2016-2024) Due to his mental disability for that reason The Petitioner was Not eligible to claim his (SSDI) due to insufficient work credits. (**Appendix-47**) This reflects Petitioner's disability Plus the Chronic nature of his limitations and the persistent barriers he has posed to sustained employment.

[18]- The Appellate Court of Maryland Imposition of Punitive Attorney's Fees Against Petitioner Represents Constitutional Violation.

- Based on The Marital Settlement Agreement Page (13) Clause (C) Each Party is Responsible for his or her Attorney's Fees. (**Appendix-17**)

- Recently on (07-17-2025) The Petitioner filed to The Appellate Court of Maryland Motion To Amend The Mandate (**Appendix-48**)

- After Five (5) days only on (07-22-2025) This Motion Got Denied for Unknown Reason!!!!

- Then, on (07-22-2025) The Petitioner filed a Request for Clarification Regarding The Denial of Motion to Amend Mandate.

- On (07-25-2025) Petitioner's Request for Clarification Got Denied as Well for Unknown Reason according (**Appendix-48**)

So, The Appellate Court of Maryland didn't take in consideration Petitioner's disability, Lack of legal representation & His Financial hardship Conditions being a Disabled and Homeless person without any source of income.

1- In light of the issues Presented, the petitioner respectfully requests that this Court grant certiorari to address critical constitutional violations Arising from the enforcement of the (MSA) under circumstances of mental incapacity, undue influence, and procedural misconduct. The failure of the Maryland courts to provide necessary accommodations for the petitioner's documented cognitive impairments specifically his diagnosis of Dementia and Alzheimer's disease represents a grave violation of his Due Process and Equal Protection rights under the Fourteenth Amendment.

2- This Case Presents Significant Constitutional Questions regarding the treatment of individuals with mental disabilities in family law

Proceedings. The Petitioner's cognitive impairments severely hindered his ability to understand the legal consequences of the MSA and to engage Meaningfully in the court proceedings, a Fact that was ignored by the Maryland courts. These Omissions are Not only a Denial of justice for the Petitioner but also Set a Dangerous precedent for vulnerable individuals in similar situations.

3- The Maryland Courts Failed to Recognize the Critical importance of Mental Capacity in forming valid marital agreements, as established in *Cannon v. Cannon*, 384 Md. 537 (2005), and *Hresko v. Hresko*, 83 Md. App. 228 (1990). The courts also Neglected to provide Any Procedural Safeguards further exacerbating the Petitioner's Vulnerability.

4- The Enforcement of the MSA in such a Context where the Petitioner was Denied a Fair and Just Opportunity to Protect his Rights

Violates Not only State Law but also Federal Constitutional Principles Governing Fairness and Protection for Disabled individuals, including, *Olmstead v. L.C.*, 527 U.S. 581 (1999), which held that individuals with disabilities must be provided reasonable accommodations.

5- Moreover, The Maryland Appellate Court's imposition of Punitive Attorney's Fees Against the Petitioner, who has been diagnosed with, Severe Mental disabilities and lives under the Federal Poverty line, represents an additional Constitutional Violation.

It is well-established under cases like *Boddie v. Connecticut*, 401 U.S. 371, 377-78 (1971),

That access to justice should Not be conditioned on an individual's ability to pay, especially when Fundamental rights are at stake.

6- Imposition of Attorney's Fees (\$7,784.30) of Appeal & (\$4,545) of Circuit Court Denies Petitioner's Meaningful access to Judicial Relief: Compounding The Violations of The Petitioner's Constitutional Rights.

7- This Court's intervention is Necessary to provide Much-Needed Guidance on the Treatment of individuals with Mental Disabilities,

in family law proceedings, particularly in the context of Marital Settlement Agreements that may be coercively entered into under Duress, Misrepresentation, or Undue influence.

8- By Granting Certiorari, this Court can Address these Systemic issues & Ensure that Vulnerable individuals are Not subjected to:

Unfair legal Processes that strip them of their fundamental rights. *Mathews v. Eldridge*, 424 U.S. 319, 334 (1976),

Established that Due Process requires a balancing of the private interest at stake, the risk of erroneous deprivation,

And the Government's interest all of which weigh heavily in favor of granting review in this case.

9- The Petitioner Respectfully Prays that this Honorable Court to Grant Certiorari to Address these Significant Constitutional Questions

And provide relief to ensure that mentally disabled individuals are afforded the due process protections and accommodations they are entitled to under the law.

10- The Petitioner is asking this Honorable Court To order The Appellate Court of Maryland to Financially Compensate The Petitioner,

For Total Amount of Two Million Dollars (\$2,000,000) or whatever this Court see Reasonable, Due to The Emotional and Financial Damages That Petitioner Had for More than One (1) Year Starting from the Mandate on April 24th, 2024 (04/24/2024) Till Present. (**Appendix-48**)

11- Prayer for Constitutional Protection of the Vulnerable & Divine Intervention in Legal Proceedings: Almighty God, Father of Justice,

And Defender of the Oppressed, we come before You as we stand before the Highest court of our Nation, Seeking Your Divine intervention, For those who cannot speak for themselves. Arise, O LORD! O God! Do Not Forget the Helpless, the Disabled, and the Abandoned.

Conclusion

For the foregoing Compelling Reasons, The Petitioner (Mohamed A. Ibrahim) Respectfully Prays that this Honorable Court to Grant his, Petition for Writ of Certiorari to review the decisions of the Maryland courts. The enforcement of the MSA against a mentally disabled and indigent individual, without Procedural Safeguards or Meaningful Accommodations, constitutes a violation of Constitutional due process & Equal Protection Guarantees under **5th V & 14th XIV Amendments** as Americans with Disabilities Act (42 U.S.C. § 12132; *Olmstead v. L.C.*, 527 U.S. 581 (1999)). Which mandates reasonable modifications in judicial proceedings to prevent discrimination (*Tennessee v. Lane*, 541 U.S. 509 (2004)).

The Petitioner further asks This Court to reverse the lower court rulings, and issue the following reliefs in the interests of constitutional justice, Due process, and Fair Equity And remand the matter with instructions, Pursuant to **Md. Fam. Law § 8-105**, which Empowers vacatur for fraud, incapacity, or unconscionability, and federal mandates for equitable relief:

1- To Issue a Writ of Certiorari to Review and Reverse decisions of the Appellate Court of MD & Supreme Court of MD & To set aside Unconscionable Marital Settlement Agreement. The Petitioner respectfully requests that this Honorable Court To order a New & Equitable division of All Marital Assets, Properties & Financial Entitlements, consistent with Federal Constitutional Protections & Principles of Fairness & Justice. as **Md. Fam. Law § 8-205** authorizes monetary awards to rectify inequities created by unfair agreements (*Cannon v. Cannon*, 384 Md. 537 (2005))

2- To Vacate all judgments associated with the Quit Claim Deed by transferring marital home at:(129 Hollow Brook Rd, Timonium, MD 21093), Which was Unjustly Conveyed at a **Zero-Dollar's** value on May 24, 2023, despite the Current Property's market value exceeding **\$500,000**.

3- To Restore Petitioner's Rightful marital interest in the **\$90,000** down payment of Marital Home at:(129 Hollow Brook Rd, Timonium, MD, 21093). That were Marital in nature but Fraudulently Mischaracterized by the Respondent.

4- To Restore Petitioner's Rightful marital equity in Virginia property (1724 Mathews Ter Portsmouth, VA, 23704) has market value over **\$250,000**, That Virginia's house is Considered as **Part Marital and Part Non-Marital**. As this property was partially marital, with mortgage payments made from Joint marital funds for Twelve (12) Years Starting from 2011 till 2023 and The Virginia's Property Taxes was Paid by Both Spouses.

5- To Restore Petitioner's Marital Right to seek for Spousal Support (Alimony) under applicable law, which he was Unconstitutionally Stripped of, Due to the Unlawful MSA and the Respondent's Undue influence and Concealment of Marital Assets and Funds.

6- To Restore Petitioner's Marital share of the value of the Marital Vehicle (Toyota Corolla RAV4 - Silver), that worth over **\$50,000**, Which was Unilaterally Sold & Liquidated by the Respondent during Petitioner's absence from the USA, Respondent ignored this car and its value within MSA which is considered as Dissipation of Marital Assets. Warranting Compensation Under **Md. Fam. Law § 8-205** for Wasteful Disposition.

7- To Restore Petitioner's shared legal custody of the couple's children to Safeguard their Psychological stability, Health, and Welfare.

8- To Restore of Petitioner's Marital share in Respondent's Pension Plan, Profit-Sharing Plan, 401(k), IRA, or any other form of retirement or Deferred income Plan that were accumulated over Twelve (12) years of marriage from (2011–2023) that The Respondent took from Petitioner Based on Pages (8) & (9) from The MSA To allow Petitioner to claim spousal benefits or support by reaching the retirement age at (62 Years).

9- To Grant Petitioner to Reopen of the Discovery against Respondent before this Honorable Court or Circuit Court of Baltimore County to Uncover The Full Scope of Marital Assets & Funds that fraudulently concealed or dissipated by the Respondent during the marriage and litigation.

10- To Grant Petitioner's authority to issue a SUBPOENA against the Respondent, enabling the lawful acquisition of evidence and testimony Regarding the Dissipation & Concealment of marital assets & relevant communications, Pursuant to **Md. Rule 2-504** for Good cause shown, Due to incapacity and fraud (*Rodriguez v. Clarke*, 145 Md. App. 423 (2002)).

11- To Grant The Petitioner a Full or Partial waiver, Reduction, or Refund of Appellate fees (**\$7,784.30**) & Circuit Court fees (**\$4,545**) imposed on The Petitioner. **Based on MSA (Appendix-17) Page (13) Clause (C) Under Counsel Fees**, Plus Due to Petitioner's Mental Disability, Homelessness, Lack of Legal representation and Struggling Under The Poverty Level throughout this litigation. (**Appendix-48**)

12- To Order The Respondent to Financially compensate Petitioner in the amount of **Five Million Dollars (\$5,000,000)** or Whatever this Honorable Court See Reasonable, Representing:

(A) Petitioner's Physical & Emotional Distress, Homelessness & Deprivation of Marital Property for Four Years starting from (03-08-2021) till Now.

(B) The Petitioner lost his valuable Phone number (**646-922-2221**) without his Permission while he was outside The USA that led to Loss of access To Critical Legal Resources which led to Losing The Discovery & SUBPOENA due to The Respondent has chosen to Abuse Maryland Courts Legal System for The Purpose of Disadvantaging The Petitioner which makes Respondent to Lose The Credibility at this Honorable Court.

(C) The Respondent's Fraudulent Dissipation & Concealment of marital Assets & Funds.

Justifying Punitive Damages Under Md. Code Ann., Cts. & Jud. Proc. § 11-110 for Willful Misconduct.

13- To Order The Circuit Court of Baltimore County to Financially Compensate The Petitioner in the amount of **Four Million Dollars (\$4,000,000)** Or Whatever this Honorable court see reasonable for The Gross judicial Misconduct, Emotional, Physical, Trauma, and Prolonged Procedural Violations for More than **Four (4) Years** Starting from this Case on (March 8, 2021) till Present, including The denial of Petitioner's Disability Accommodations and Failure to Ensure a Fair Judicial impartiality.

14- To Order the Appellate Court of MD to Financially Compensate Petitioner in amount of **Two Million Dollars (\$2,000,000)** or whatever this Court see Reasonable, Due to Emotional & Financial Damages That Petitioner Had for More than (1) Year from Mandate on (**04/24/2024**) till Now.

15- To Order Most Recent an independent and mutually binding home appraisal of Both contested Marital Properties:

(1st) Marital Property in Maryland at: (129 Hollow Brook Rd, Timonium, MD, 21093) that worth over (**\$500,000**),

(2nd) Marital Property in Virginia at: (1724 Mathews Ter Portsmouth, VA, 23704) that worth over (**\$250,000**) Based on their Most Recent value.

16- To Order the Respondent by arranging for the following Five (5) medical tests For the couple's minor children, to ensure their ongoing health:

(1)Lipid Panel Blood Test,(2)Complete Blood Count (CBC),(3)Comprehensive Metabolic Panel (CMP),(4)Thyroid Panel,(5)Diagnostic Genetic Test.

17- For any other relief that this Honorable Court may find proper. including declaratory judgment affirming violations and injunctive relief against Further Enforcement Pursuant to (**Md. Rule 15-501**). Respectfully Submitted, Mohamed Ibrahim

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