(APPendix-1)

Supreme Court of Maryland
5/31/2024 11:04 AM

	*	IN THE
	*	SUPREME COURT
MOHAMED A. IBRAHIM	*	OF MARYLAND
	*	Petition No. 73
v.	*	September Term, 2024
ALLISON L. LYNN	*	(No. 1097, Sept. Term, 2023 Appellate Court of Maryland)
	*	(Cir. Ct. No. C-03-FM-21-000945)
	*	

ORDER

Upon consideration of Petitioner's "Informal Petition For Writ of Certiorari," Respondent's "Response to Informal Petition For Writ of Certiorari, Respondent's "Motion For Stay Pending Appeal," Petitioner's "Motion In Support of Writ Of Certiorari," and Petitioner's "Second (2nd) Motion In Support of Writ Of Certiorari," it is this 31st day of May 2024, by the Supreme Court of Maryland,

ORDERED that the "Informal Petition for Writ of Certiorari" is denied as there has been no showing that review by certiorari is desirable and in the public interest; and it is further

ORDERED that Respondent's "Motion For Stay Pending Appeal" is denied.

True Copy Test
JULIE L. ENSOR, Clerk
JP
Per _____ Assistant Clerk

/s/ Shirley M. Watts
Senior Justice

Entered: Clerk, Circuit Court for Baltimore County, MD
May 31, 2024

RECEIVED
SEP - 2 2025
OFFICE OF THE CLERK
SUPREME COURT, U.S.

(APPendix-2)

Rachel Dombrowski, Clerk
Appellate Court of Maryland
4/4/2024 10:11 AM

Circuit Court for Baltimore County
Case No. C-03-FM-21-000945

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1097

September Term, 2023

MOHAMED A. IBRAHIM

v.

ALLISON L. LYNN

Graeff,
Nazarian,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Graeff, J.

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

Filed: April 4, 2024

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

This appeal arises from an order issued by the Circuit Court for Baltimore County granting a Judgment of Absolute Divorce ending the marriage of Mohamed Elaziz Ibrahim, appellant, and Allison Lynn, appellee. The judgment was entered on May 24, 2023.

On appeal, Mr. Ibrahim raises several issues for this Court's review,[1] which we have consolidated and rephrased, as follows:

> Did the circuit court err in denying appellant's post-judgment Motion to Set Aside Marital Settlement Agreement?[2]

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[1] Mr. Ibrahim listed the issues presented as follows:

(1) During the trial I was not in my right mind to make any rational decisions;
(2) The misrepresentation of my previous lawyer (Mr. Florian Tabaku) before and during the trial on 05-24-2023;
(3) The misrepresentation of the appellee's lawyer (Mr. Timothy Marsheck) before and during the trial;
(4) During the trial the appellee lied under the oath and also within the Marital Settlement Agreement;
(5) The down payment of the second marital house ($90,000) within the Marital Settlement Agreement is marital funds and not a loan from the appellee's dad;
(6) The appellee took an advantage of my sickness, lack of finances and language barrier;
(7) The Circuit Court of Baltimore County denied my late appraisal submission on (10-20-2023) of the marital house due to my sickness;
(8) The appellee was tricking me since the beginning of the divorce case till I lost everything because this is considered her second divorce case; and
(9) The bias and unfair Marital Settlement Agreement that represents a conflict of interest.

[2] On September 19, 2023, this Court denied appellee's motion to dismiss based on appellant's failure to file an appeal within 30 days after entry of the May 24, 2023 judgment of divorce, but it limited the scope of this appeal to a review of the circuit

For the reasons set forth below, we shall dismiss the appeal.

FACTUAL AND PROCEDURAL BACKGROUND

Mr. Ibrahim and Ms. Lynn were married in Baltimore City in 2011. On March 8, 2021, Ms. Lynn filed a complaint for absolute divorce in the Circuit Court for Baltimore County. On May 24, 2023, the case was set for trial. Counsel for Ms. Lynn informed the court that, after a week of settlement discussions, the parties had reached an agreement, which had been signed by the parties and notarized. The court stated that it "look[ed] like everything [was] resolved."

The agreement stated in relevant part:

> It is the mutual desire of the parties to this Agreement to formalize their separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights as to any and all of the property or estate of the other, the property owned by them jointly or as tenants by the entireties, and in all of their "marital property" as that term is defined by applicable Maryland law, and all other matters of every kind and character arising from their marital relationship.

The parties agreed that Ms. Lynn would have sole legal and physical custody of the parties' minor children, "subject to [Mr. Ibrahim's] reasonable access from time to time as mutually agreed upon by the parties." They agreed that all future communications between the parties related to child custody would be conducted through AppClose. Both Mr. Ibrahim and Ms. Lynn recognized that "current circumstances prevent[ed]" the parties from calculating child support pursuant to the Maryland Child

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court's order entered on July 19, 2023, denying appellant's Motion to Set Aside Marital Settlement Agreement.

Support Guidelines, but they agreed "that neither party ha[d] accumulated any child support arrears."

Both parties waived any interest or claim to alimony and certain personal property, including: (1) bank accounts and other accounts of money; (2) automobiles; (3) intangible personal property; and (4) retirement, pension and deferred compensation funds, and profit sharing funds. With respect to tangible personal property, Mr. Ibrahim and Ms. Lynn agreed that the "personal property of the parties ha[d] been divided by the parties prior to the execution" of the agreement. Ms. Lynn agreed to "maintain health insurance for the minor children through her employer." The agreement also settled matters related to debts and taxes. With respect to the marital home, the agreement provided that Mr. Ibrahim would convey his interest in the home, Ms. Lynn would get the home appraised, and within 60 days from the date of the appraisal, Ms. Lynn would give Mr. Ibrahim 40 percent of the gross equity in the home.

Ms. Lynn testified that she and Mr. Ibrahim had been married since July 2011 in a civil ceremony, which she believed took place in the Baltimore County courthouse. They had two minor children, R.I. and M.I.[3] She and Mr. Ibrahim separated in December 2018, and they had not cohabited since then. There was no hope of reconciliation.

Ms. Lynn testified that the signed agreement resolved "any and all issues relating to [the] custody of the minor children." She agreed to waive alimony pursuant to the agreement, and as a result, she was forever barred from bringing "a claim of alimony or a

[3] In the interest of privacy, we refer to the minor children by initials, R.I and M.I.

request of alimony" against Mr. Ibrahim. The agreement resolved all issues related to marital property.

Ms. Lynn stated that she was not "under the influence of any prescription medication, alcohol or substance that would affect [her] decision to enter into the agreement." No person had made any promise to her, aside from those promises in the agreement, to entice her into signing the agreement. She entered into the Marital Settlement Agreement knowingly, freely, and voluntarily, and no person had threatened her into entering the agreement.

Mr. Ibrahim testified that he recognized his signature on the Marital Settlement Agreement.[4] He believed that the agreement regarding physical and legal custody of the minor children was in the best interest of the children, noting that he would "like to see the kids and play with them, (inaudible) mall, cinema, park, anywhere." Mr. Ibrahim understood that both parties had waived entitlement to the other's retirement benefits and any claim to alimony. He understood that he could not come back at a later date and ask the court to reconsider those issues.

Mr. Ibrahim testified that he had discussed the Marital Settlement Agreement with two interpreters. He stated that he was not under "the influence of any drugs or alcohol at this point, at this time," and he was not "taking any prescription medication which would

[4] Mr. Ibrahim testified with assistance from an interpreter, Christine Fattoshe, who was sworn under penalties of perjury "to interpret accurately, completely and impartially and to refrain from knowingly disclosing confidential or privileged information obtained while serving in [the] proceeding."

interfere with [his] ability to understand what [was] happening here today." Although he was under the care of a psychiatrist, psychologist or mental health professional, that did not "interfere with [his] ability to understand what [was] happening here today." No person had forced him to enter into the Marital Settlement Agreement or placed any undue influence upon him to enter into the agreement. Mr. Ibrahim testified that he had knowingly, freely, and voluntarily entered into the Marital Settlement Agreement. He was satisfied with his attorney's services, and his attorney had answered all of his questions.

On May 24, 2023, the circuit court issued an order granting Ms. Lynn an Absolute Divorce on the ground of a twelve-month separation. The terms of the Marital Settlement Agreement were incorporated, but not merged, into its Judgment of Absolute Divorce.

On June 22, 2023, Mr. Ibrahim filed a motion, asking the circuit court to set aside the Marital Settlement Agreement. Mr. Ibrahim stated that he was a psychiatric patient under medication on the date the agreement was formed, and he "[c]ould [n]ot make a rational decision." He stated that was the reason that the signature on the Marital Settlement Agreement did not contain his full name, and he "wasn't aware of [the] divorce situation." Mr. Ibrahim alleged that he was "misguided" by his attorney, and appellee and her attorney "tricked him."

On July 19, 2023, the circuit court entered an order denying Mr. Ibrahim's motion to set aside the agreement, stating:

> This Court considered the parties' Marital Settlement Agreement dated May 24, 2023 and took testimony regarding the same prior to entering a Judgment of Absolute Divorce on May 24, 2023. [Mr. Ibrahim] was represented by counsel with respect to the preparation and signing of the Marital Settlement Agreement and the divorce hearing, [Mr. Ibrahim] signed the Marital Settlement Agreement, and [Mr. Ibrahim's] signature was notarized.

On August 2, 2023, Mr. Ibrahim noted an appeal.

On November 20, 2023, Mr. Ibrahim filed a petition for contempt alleging that Ms. Lynn failed to comply with the parties' Marital Settlement Agreement. On December 8, 2023, Mr. Ibrahim filed an amended petition.[5] On January 30, 2024, he filed a motion for contempt, alleging that Ms. Lynn failed to comply with the parties Marital Settlement Agreement by failing to give him his proportional share of the value of the marital home. He argued, among other things, that Ms. Lynn's failure to comply with this provision of the agreement "[r]enders the marital settlement agreement to become Null and Void," and he asked the circuit court to set aside the Marital Settlement Agreement. He stated that the "Marital Settlement Agreement [was] still Active and valid."[6]

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[5] Mr. Ibrahim's November 20, 2023, Petition for Contempt incorrectly identified himself as the individual who failed to obey the circuit court's order. In his December 2023 petition, Mr. Ibrahim updated his motion, alleging that Ms. Lynn had "failed to obey the order" by failing to give him his proportional share of the value of the marital home.

[6] Mr. Ibrahim subsequently filed additional pleadings in support of his petition for contempt, asking the court to enforce the parties' agreement and to obtain his proportional interest in the marital home.

We include additional facts, relevant to Mr. Ibrahim's motion, in the discussion that follows.

DISCUSSION

Ms. Lynn contends that Mr. Ibrahim's appeal should be dismissed because his filing of a Petition for Contempt bars his appeal under the doctrine of acquiescence. She asserts that, by "filing for contempt in the trial court to enforce the judgment," Mr. Ibrahim "has acknowledged the validity of the judgment and acquiesced thereto." If Mr. Ibrahim acquiesced to the judgment, his appeal should be dismissed.

Appellee is correct that "[t]he right to appeal may be lost by acquiescence in, or recognition of, the validity of [a] decision below from which the appeal is taken or by otherwise taking a position which is inconsistent with the right to appeal." *Dietz v. Dietz*, 351 Md. 683, 689 (1998) (quoting *Rocks v. Brosius*, 241 Md. 612, 630 (1966)). "As a matter of fairness, a litigant 'cannot, knowing the facts, both voluntarily accept the benefits of a judgment or decree and then later be heard to question its validity on appeal.'" *Barson v. Md. Bd. of Physicians*, 211 Md. App. 602, 614 (2013) (quoting *Suburban Dev. Corp. v. Perryman*, 281 Md. 168, 171 (1977)). *Accord In re Nicole B.*, 410 Md. 33, 64 (2009) (a party "is not entitled to appeal from a judgment or order if that party . . . acquiesced in that judgment or order"); *Franzen v. Dubinok*, 290 Md. 65, 69 (1981) ("[A] voluntary act of a party which is inconsistent with the assignment of errors on appeal normally precludes that party from obtaining appellate review."). The doctrine of acquiescence is a form of estoppel and "'normally precludes [a] party from obtaining

appellate review.'" *VEI Catonsville, LLC v. Einbinder Props., LLC*, 212 Md. App. 286, 293–94, *cert. denied*, 435 Md. 270 (2013) (quoting *Exxon Mobil Corp v. Ford*, 432 Md. 1, 36 (2013)).

On November 20, 2023, Mr. Ibrahim filed a motion for contempt, alleging that Ms. Lynn failed to comply with the Marital Settlement Agreement by, among other things, failing to pay him $26,727.13, which was his 40 percent share of the "gross equity" in their marital home, within 60 days of the date of the appraisal of the home. On December 8, 2023, he filed an amended petition. In his supporting motion, filed on January 30, 2024, Mr. Ibrahim acknowledged that he had filed an appeal, but he stated that the agreement was "still Active and valid." He asked the court, however, to "[s]et aside the Marital Settlement Agreement" because Ms. Lynn's failure to comply with the agreement rendered it "Null and Void."[7] Following his January 2024 motion, Mr. Ibrahim continued to file motions in the circuit court seeking enforcement of the marital settlement agreement.

Under the circumstances here, where Mr. Ibrahim invoked the benefit of the Marital Settlement Agreement in seeking a contempt order against Ms. Lynn, the doctrine of acquiescence prevents him from challenging the validity of the agreement in this

[7] Whether Ms. Lynn failed to comply with the terms of their agreement is not before us, but we note that, "[w]here one breaches a provision in a marital settlement agreement which is not dependent upon other provisions, enforcement of the other provisions is unaffected." *Brees v. Cramer*, 322 Md. 214, 221 (1991) (quoting D. Thomas, *Maryland Divorce and Separation Law*, at 4–25 (MICPEL 4th ed. 1987)).

appeal. *See Franzen*, 290 Md. at 68; *VEI Catonsville, LLC*, 212 Md. App. at 293–94; *Barson*, 211 Md. App. at 614. Accordingly, we shall dismiss Mr. Ibrahim's appeal.

APPEAL DISMISSED. COSTS TO BE PAID BY APPELLANT.

True Copy Test
JULIE E. ENSOR, Clerk
JP
By: _____ Assistant Clerk

Entered: Clerk, Circuit Court for Baltimore County, MD
April 4, 2024

Rachel Dombrowski, Clerk
Appellate Court of Maryland
4/24/2024 12:46 PM

MOHAMED A. IBRAHIM,	*	IN THE
Appellant,	*	APPELLATE COURT
v.	*	OF MARYLAND
ALLISON L. LYNN,	*	No. 1097, September Term 2023
Appellee.	*	MDEC: ACM-REG-1097-2023
	*	(Cir. Ct. No. C-03-FM-21-000945)

* * * * * * * * * * * * *

ORDER

Upon consideration of the appellant's "Motion for Reconsideration" and "Motion to Request for Final Waiver of Any Final Appeal Costs," to which no response has yet been filed, it is, this 24th day of April 2024, by the Appellate Court of Maryland,

ORDERED that the appellant's "Motion to Request for Final Waiver of Any Final Appeal Costs" is granted in part and the fee for filing the appellant's "Motion for Reconsideration" is waived; and it is further

ORDERED that, to the extent the appellant requests further relief in his "Motion to Request for Final Waiver of Any Final Appeal Costs," the motion is denied; and it is further

ORDERED that the appellant's "Motion for Reconsideration" is denied; and it is further

ORDERED that, pursuant to Maryland Rule 8-606(b)(4)(B), the Clerk shall issue the mandate immediately following the entry of this Order.

FOR A PANEL OF THE COURT
consisting of Graeff, Nazarian, Eyler, James R. (Senior Judge, Specially Assigned), JJ.

Judge's Signature Appears on Original Order

Kathryn Grill Graeff, Judge

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v.

Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ATTORNEYS' FEES

Date	Invoice No.	Amount
December 3, 2023	675	$972.25
January 1, 2024	682	$3,284.55
February 1, 2024	710	$1,504.50
March 1, 2024	746	$722.50
April 1, 2024	773	$446.25
April 29, 2024	783	$854.25
June 1, 2024	814	$2,479.50
July 1, 2024	854	$63.75
September 2, 2024	881	$408.00
October 1, 2024	909	$518.50
November 1, 2024	931	$777.75
December 2, 2024	960	$297.50
	Total	**$12,329.30**

True Copy Test
BILLIE C. ENSOR, Clerk
JP
By: _____
Assistant Clerk

Rachel Dombrowski, Cl
Appellate Court of Maryla
4/24/2024 12:54 I

IN THE APPELLATE COURT OF MARYLAND

Mohamed A. Ibrahim, Appellant	*	
	*	No. 1097, September Term 2023
v.	*	ACM-REG-1097-2023
	*	Circuit Court No. C-03-FM-21-000945
Allison L. Lynn, Appellee	*	
	*	
	*	
	*	

* * * * * * * * * * * * *

MANDATE

On the 4th day of April, 2024, it was ordered and adjudged by the Appellate Court of Maryland:

Appeal dismissed. Costs to be paid by appellant.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 24th day of April, 2024.

Rachel Dombrowski

Rachel Dombrowski, Clerk
Appellate Court of Maryland

(Appendix – 3)

Social Security Administration
Supplemental Security Income
Important Information

SOCIAL SECURITY
LAKESIDE BLDG, STE 110
8865 STANFORD BLVD
COLUMBIA, MD 21045-9977
Date: February 02, 2024
BNC#: 24D1125J52400-DI
KLB

MOHAMED A. IBRAHIM
3602 MOHAWK AVE
BALTIMORE, MD 21207-7665

Dear MOHAMED IBRAHIM

On February 13, 2024 at 10am a Representative from our office will contact you at 929 616 6862. We need to talk to you about getting your Supplemental Security Income benefits started. If you are unable to keep this appointment please contact our office at 877 445 0504 and ask for any representative.

Please have the following information available at your appointment time:
Bank Information
Lease/Mortgage Agreement
Pay Stubs (if you are working)

When you call into our office, please have this letter with you. It will help us to serve you more quickly.

Need more help?

1. Visit www.ssa.gov for fast, simple, and secure online service.

2. Call us at 1-800-772-1213, weekdays from 8:00 am to 7:00 pm. If you are deaf or hard of hearing, call TTY 1-800-325-0778. Please mention this letter when you call.

3. You may also call your local office at 866-681-1412.

SOCIAL SECURITY
SUITE 100
5 PARK CENTER COURT
OWINGS MILLS, MD 21117-9515

How are we doing? Go to www.ssa.gov/feedback to tell us.

Social Security Administration

(Appendix-4)

Phoenix

Phoenix Health Services
2115 N Charles St Suite #200
443.878.1111
www.phoenixhealthmd.com

June 21, 2023
RE: Phoenix Health Services

To Whom It May Concern:

This treatment letter is to serve as verification that Mohamad Ibrahim is an active client in our Mental Health Intensive Outpatient Program. His admission date to the program is 5/31/2023. His current diagnosis includes:

- F33.2 Major depressive disorder, recurrent episode
- G31.84 Mild cognitive impairment

If you have any further questions or concerns please feel free to contact our office.

Best regards,

Amanda Piper

(Appendix -4)

Treatment Plan

Agape Mental Health Services
Clinician: Sharif Walker, LCSW
Patient: Mohamed Ibrahim, DOB 5/27/1974
Payer: Optum Maryland Behavior Health, 48506362200

Date and Time: March 29, 2024 4:07AM

Diagnosis

F33.2	Major Depressive Disorder, Recurrent episode, Severe
F90.0	Attention-Deficit/Hyperactivity Disorder, Predominantly inattentive presentation
F41.1	Generalized Anxiety Disorder

Presenting Problem

Client is a 49 year old Egyptian male who reports experiencing adhd, depression and anxiety.

Treatment Goal

Client will learn skills and techniques to communicate thoughts, feelings, and emotions as well as be able to verbalize what is causing the clients symptoms.

Objective 1

Therapist will help the client to identify lack of focus and will discuss one trigger once per session.

Treatment Strategy / Intervention

Structured Problem Solving; Modality: Individual Therapy; Frequency: Every other week,

Mindfulness Training; Modality: Individual Therapy; Frequency: Every other week

Objective 2

Therapist will help the client to learn techniques to manage depression at least once per session.

Treatment Strategy / Intervention

Symptom Management; Modality: Individual Therapy; Frequency: Every other week

Relaxation/Deep Breathing; Modality: Individual Therapy; Frequency: Every other week

Objective 3

Therapist will help the client to learn techniques to manage anxiety at least once per session.

Treatment Strategy / Intervention

Relaxation/Deep Breathing; Modality: Individual Therapy; Frequency: Every other week

Supportive Reflection; Modality: Individual Therapy; Frequency: Every other week

Discharge Criteria/Planning

Treatment Plan

Agape Mental Health Services
Clinician: Sharif Walker, LCSW
Patient: Mohamed Ibrahim, DOB 5/27/1974
Payer: Optum Maryland Behavior Health, 48506362200

Date and Time: March 29, 2024 4:07AM

Client will be discharged once client has learned to manage symptoms and triggers through utilization of techniques and skills taught during sessions.

Prescribed Frequency of Treatment

Every 2 Weeks

I declare that these services are medically necessary and appropriate to the recipient's diagnosis and needs.

Sharif Walker, LCSW, Licensed Clinical Social Worker, License 24365, signed this note and declared this information to be accurate and complete on March 29, 2024 at 4:13AM.

(APPendix-5)(5-A)

NEUROLOGICAL MEDICINE, P.A.

Lawrence R. Whicker, JR., M.D.
Maciej Poltorak, M.D., Ph.D.
Syed W. Asad, M.D.
Nabeen Hussain, M.D.
Kenneth M. Kudelko, M.D.

7500 Hanover Parkway Suite 201 Greenbelt, Maryland 20770
(301) 982-7944 Fax (301)441-8696

Mohamed Ibrahim
04/07/2025 08:00 AM
Patient #: 805780
DOB: 05/27/1974
Marital status: Divorced / Language: English / Race: Asian / Ethnicity: Not Hispanic or Latino
Gender: Male

History of Present Illness

The patient is a 50 year old male who presents for a dementia initial evaluation. The history is provided by the patient. Symptoms include difficulty driving, poor memory, confusion, personality changes, increased agitation, difficulty with activities of daily living, inappropriate behavior, awareness of problem, depression, wandering and impaired judgement. Onset was gradual 2 year(s) ago. Onset followed an illness and major emotional stress. The episodes occur daily. The patient describes this as severe and worsening. Symptoms are exacerbated by fatigue, isolation, meeting new people, new environments, social events and stress. Symptoms are relieved by medications, rest, quiet environments, making lists and familiar surroundings. Associated symptoms include sleep disturbance. The patient is not currently being treated for this problem. Risk factors include midlife depression. The patient was previously evaluated by a primary physician. Previous presentation included difficulty driving, poor memory, confusion, personality changes, increased agitation, difficulty with activities of daily living, inappropriate behavior, depression, wandering, impaired judgement, bladder incontinence (use diapers) and sleep disturbance. This problem has not been previously evaluated. Past treatment has included antipsychotic medications. Note for "Initial evaluation of dementia": 50-year-old male with history of diabetes dyslipidemia hypertension and depression complaining of memory loss with sleep apnea syndrome referred by primary care physician because of her major depression and has been treated by psychiatrist and now his wife took all of his children and custody. He is living in assisted living facility and after becoming homeless he is a migrant from Egypt and used to be a animal doctor but not able to pursue his carrier and rather working at John Hopkins as a interpreter for Arabic and English translation and Hopkins hospitals locations.

Is having problem of increased forgetfulness difficulty with concentration and progressive loss of memory.

Treated by psychiatrist with Concerta and lamotrigine and trazodone with sertraline.

He is not on any blood thinner or any other medication to cut down his sugar and he is a poor historian may be due to memory loss and not present with any of his family member.

Assessment and Recommendations:

Patient is 50 year old male with major depression and ADD, dyslipidemia sleep apnea c/o increased forgetfulness with memory loss and is having cognitive difficulties with comorbidity therefore the differential is to look for structural etiology or lesions in the temporal lobe need MRI brain with 3-d Volumetric analysis and Neuro Quant for further evaluation.

Draw special laboratory data and follow-up appointment afterwards.

There are several different types of dementia knowing which type of dementia patient has may help with understanding the symptoms of the disease and how the disease may progress over time.
The following is a list of the most common types of dementia.

Alzheimer's dementia is the most common type it usually begins with difficulty finding words and short-term memory loss such as forgetting recent conversations or trouble remembering names of new friends later symptoms include confusion and long-term memory loss trouble remembering the date and year or perhaps getting lost and confused in unfamiliar places.

Vascular dementia is the second most common type and is caused by large or small strokes in the brain over time multiple strokes may cause increasing difficulties with thinking and reasoning.

Parkinson's dementia can occur after years of having Parkinson's disease and has symptoms similar to those caused by Alzheimer's.

NEUROLOGICAL MEDICINE, P.A.

Lawrence R. Whicker, JR., M.D.
Maciej Poltorak, M.D., Ph.D.
Syed W. Asad, M.D.
Nabeen Hussain, M.D.
Kenneth M. Kudelko, M.D.

7500 Hanover Parkway Suite 201 Greenbelt, Maryland 20770
(301) 982-7944 Fax (301)441-8696

Mohamed Ibrahim
04/30/2025 09:30 AM
Patient #: 805780
DOB: 05/27/1974
Marital status: Divorced / Language: English / Race: Asian / Ethnicity: Not Hispanic or Latino
Gender: Male

History of Present Illness

The patient is a 50 year old male who presents with a complaint of Memory impairment. Note for "Memory impairment": Patient returns for follow-up appointment for cognitive difficulty major depressive disorder and has been under a lot of turmoil due to marital disharmony and his wife took all the money out of him including his house that he used to live and also took 2 of his children boy older girl younger. Patient was living in the shelter for a month and then now lives in a group home and looking for section 8 housing help from the government. Because of his multiple medical problem he has seen a primary care physician and never had any neurological workup and has been seen by psychiatrist. His primary care is Dr. Nasseri.

I ordered laboratory data April 7 shows elevated lipoprotein LDL with insulin resistance. Metabolic panel otherwise normal ANA negative ATN profile total protein slightly high. Vitamin D low and rest of the blood work is unremarkable.

EEG showed no epileptiform abnormality. Transcranial and carotid Doppler study shows no large vessel occlusion. Cerebrovascular ultrasound to look for atherosclerosis extra intracranial to look the extent of blockages if he has any finding continue take rosuvastatin and baby aspirin.

MRI of the brain with neuro quant analysis shows large nasal polyp needs ENT consultation with no acute intracranial cortical stroke but has white matter hyperintensity on the basis of small vessel disease.

Assessment and recommendations:

50-year-old male with history of obesity diabetes sleep apnea major depression with cerebral atherosclerosis now developing severe cognitive impairment with vascular dementia risk factor.

Recommend to start him donepezil 5 mg in the morning with breakfast. Memantine 5 mg at bedtime. He will continue to take rosuvastatin 10 and add aspirin 81 mg.
I agree that he needs to get some social help with a psychiatry consultation and cognitive behavioral therapy is needed because of his major depression and taking psychotropic medication.

He is applying for section 8 housing with medical social worker help in his county/district to get some help and also refer him to the support group and follow-up appointment in 3-month he needs to see the ear nose and throat doctor consultation name and number was given to call make appointment for large nasal polyp.

E-signed Syed Wahaj Asad, M.D., ABPN
Board Certified in Neurology with special qualifications in Clinical Neurophysiology, Epilepsy and Sleep Medicine

Allergies
No Known Drug Allergies [1] 04/28/2025
ibuprofen 04/04/2025: Rash

Procedure

ULTRASOUND, CAROTID AND VERTEBRAL ARTERIES (93880)

Mohamed Ibrahim

Final, Reviewed
Diagnosis: Arteriosclerosis of both carotid arteries (I65.23)
Ordered by Syed W. Asad, MD on 4/7/2025 (Routine)
Performed on 4/7/2025 12:17 PM
Reviewed by Syed W. Asad, MD on 4/7/2025

Carotid Doppler

Results: 50-year-old male with history of hypertension dyslipidemia diabetes obesity with memory loss who is referred by PCP is to assess and evaluate extra or intracranial cerebral atherosclerosis or level of stenosis.

Description of test:

The examination of the right and left internal and external carotid arteries was performed using a B-mode and the blood flow velocities are as follows on the separate sheet for review.

Interpretation:

This carotid Doppler study is abnormal due to mild mural and homogeneous plaques noted in proximal internal carotid artery with 1-49 % stenosis measurement of carotid stenosis is based on velocity parameters that correlate the residual internal carotid diameter with NASCET-based stenosis levels.

Vertebral artery flow is antegrade.

E-signed Syed W. Asad, M.D., ABPN
Board Certified in Neurology with special qualification in Epilepsy, Clinical Neurophysiology, and Sleep Medicine.

Measurement of carotid stenosis is based on velocity parameters that correlate the residual internal carotid diameter with NASCET-based stenosis levels.
Normal ICA PSV <125 cm/sec, ICA EDV < 40 cm/sec , RATIO: <2.0
< 1-49 % ICA PSV < 125 cm/sec, ICA EDV < 40 cm/sec, RATIO: <2.0
50-69% ICA PSV <125-230 cm/sec, ICA EDV 40-100, RATIO:2.0-4.0
70-99 % ICA PSV > 230 cm/sec, ICA EDV >100 cm/sec,RATIO:>4.0

Reference Definition of Plaques:
The morphology of the plaque was classified into homogeneous or heterogeneous.
Heterogeneous plaque is composed of a mixture of hypoechoic, isoechoic, and hyperechoic lesions.
Homogeneous plaques consist of only 1 of these 3 types of plaque.

Past Medical History
Diabetes mellitus type 2 in obese (04/07/2025); Robert Dewberry, MD Saluia Medical Associates
Osteoarthritis (arthritis due to wear and tear of joints) (04/07/2025)
Severe obstructive sleep apnea-hypopnea syndrome
BMI 30.0-30.9,adult
Intracranial arteriosclerosis
Arteriosclerosis of carotid artery, bilateral
Major depression, chronic (06/21/2023); Depression, endogenous (F33.2) Amanda Piper, MD Phoenix Psychiatric Mental Health Services with ADD inattentiveness also Sharif Walker LCSW Clinical social Worker
Vitamin D deficiency (04/07/2025)
Dyslipidemia (high LDL; low HDL) (04/07/2025)
Nasal polyp (04/08/2025): MRI; Possible right posterior nasal passage polyp obstructing the right posterior ethmoid air cells and right sphenoid sinus. Recommend ENT correlation.
Dementia, vascular, mixed (04/30/2025)
Severe cognitive impairment (04/30/2025)

Family History
Cancer: Father; Phreesia 04/28/2025
Diabetes Mellitus: Father; Phreesia 04/04/2025
Heart Disease: Father; Phreesia 04/04/2025
Hypertension: Mother; Phreesia 04/04/2025
Dementia: Father; Phreesia 04/04/2025

Social History
Marital status (04/07/2025): Divorced; Wife took his children and he ius homeless/Shelter
Current work status (04/07/2025): Retired; Johns Hopkins Hospitals Interpreter also in Egypt he practice animal doctor of Veterinarian
Non smoker / no tobacco use (04/07/2025): Unknown if ever smoked
Non Drinker/No Alcohol Use (04/07/2025)

Medication History
donepeziL (5mg tablet, 1 oral daily with breakfast, Taken starting 04/30/2025) Active.
memantine (5mg tablet, 1 (one) oral at bedtime, Taken starting 04/30/2025) Active.
cholecalciferol (vitamin D3) (1,250 mcg(50,000 un capsule, 1 (one) oral once a week, Taken starting 04/30/2025) Active.
rosuvastatin (10mg tablet, 1 oral daily, Taken starting 04/30/2025) Active.
Ecotrin Low Strength (81mg tablet, delayed, 1 (one) oral at bedtime, Taken starting 04/30/2025) Active.
Concerta (54mg Tablet, Extende, oral daily, Taken starting 04/07/2025) Active. (getting this prescription from Psychiatrist)
lamoTRIgine (25mg tablet, oral two times daily, Taken starting 04/07/2025) Active. (getting this prescription from Psychiatrist)
traZODone (50mg tablet, oral at bedtime as needed for sleep, Taken starting 04/07/2025) Active. (getting this prescription from Psychiatrist)
sertraline (100mg tablet, oral daily, Taken starting 04/07/2025) Active. (getting this prescription from Psychiatrist)
tamsulosin (0.4mg capsule, oral daily, Taken starting 04/07/2025) Active. (getting this prescription from Urologist)
oxyCODONE (5mg capsule, oral daily, Taken starting 04/07/2025) Active. (getting this prescription from Psychiatrist)

Past Surgical
No pertinent past surgical history; Phreesia 04/28/2025
Kidney stone (2023)

Assessment & Plan *(Syed W. Asad, MD; 04/30/202509:50 AM)*

Major depression, chronic (F32.9) Onset: 06/21/2023
Problem Story: Depression, endogenous (F33.2) Amanda Piper, MD Phoenix Psychiatric Mental Health Services with ADD inattentiveness also Sharif Walker LCSW Clinical social Worker
Current Plans:

Nasal polyp (Established Diagnosis) (J33.9) Onset: 04/08/2025
Problem Story: Possible right posterior nasal passage polyp obstructing the right posterior ethmoid air cells and right sphenoid sinus. Recommend ENT correlation.
Current Plans:

Vitamin D deficiency (E55.9) Onset: 04/07/2025
Current Plans:
- Started cholecalciferol (vitamin D3) 1,250 mcg (50,000 unit) capsule, 1 (one) capsule once a week, #13, 90 days starting 04/30/2025, No Refill.

Dyslipidemia (high LDL; low HDL) (E78.5) Onset: 04/07/2025
Current Plans:
- Started rosuvastatin 10 mg tablet, 1 Tablet daily, #90, 90 days starting 04/30/2025, No Refill.

Arteriosclerosis of carotid artery, bilateral (I65.23)
Current Plans:
- Started Ecotrin Low Strength 81 mg tablet,enteric coated, 1 (one) tablet at bedtime, #90, 90 days starting 04/30/2025, No Refill.

Severe cognitive impairment (Established Diagnosis) (R41.89) Onset: 04/30/2025
Current Plans:
- Started memantine 5 mg tablet, 1 (one) tablet at bedtime, #90, 90 days starting 04/30/2025, No Refill.

Dementia, vascular, mixed (Established Diagnosis) (F01.50) Onset: 04/30/2025
Current Plans:
- Started donepeziL 5 mg tablet, 1 Tablet daily with breakfast, #90, 90 days starting 04/30/2025, No Refill.

E-signed Syed Wabaj Asad, M.D., ABPN
Board Certified in Neurology
Special qualifications in Neurophysiology, Epilepsy, and Sleep Medicine
Syed W. Asad

1

DULANEY VALLEY Health Mart. PHARMACY

Phone 410-296-4900

716 Dulaney Valley Road Towson, MD 21204

CAUTION: Federal law prohibits the transfer of this drug to any person other than the patient for whom it was prescribed

RX# 720297 **04/30/2025**

ASAD, SYED W

MOHAMED IBRAHIM

TAKE 1 TABLET DAILY WITH BREAKFAST

90 Tab DONEPEZIL 5MG

Generic for: ARICEPT 5 MG TABLET

NDC:43547-0275-11 Mfg:SOLCO FB:NB -CRC-

Discard After04/25/2026 **No Refills Remain.**

Call your doctor for medical advice about side effects. You may report side effects to FDA at 1-800-FDA-1088

May Cause Drowsiness And Dizziness. Alcohol May Make This Worse. Use Care When Operating A Vehicle, Vessel, Or Dangerous Machines.

Check With Your Doctor Or Pharmacist To Make Sure It Is Safe For You To Take This Drug With All Of Your Other Drugs.

Take Or Use This Medicine Exactly As Directed. Do Not Skip Doses Or Discontinue Unless Directed By Your Doctor.

This Medicine May Be Taken With Or Without Food

blue round film-coated tablet
Imprinted with HH205

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Dulaney Valley HealthMart
716 Dulaney Valley Road
TOWSON, MD 21204
(410) 296-4900

Drug Name:DONEPEZIL 5MG
Ingredients: Donepezil Tablets
Pronunciation: (doh NEP e zil)

WHAT IS THIS DRUG USED FOR?:

- It is used to treat dementia in people with Alzheimer's disease.
- It may be given to you for other reasons. Talk with the doctor.

WHAT DO I NEED TO TELL MY DOCTOR BEFORE I TAKE THIS DRUG?:

- If you are allergic to this drug; any part of this drug; or any other drugs, foods, or substances. Tell your doctor about the allergy and what signs you had.
- This drug may interact with other drugs or health problems.
- Tell your doctor and pharmacist about all of your drugs (prescription or OTC, natural products, vitamins) and health problems. You must check to make sure that it is safe for you to take this drug with all of your drugs and health problems. Do not start, stop, or change the dose of any drug without checking with your doctor.

WHAT ARE SOME THINGS I NEED TO KNOW OR DO WHILE I TAKE THIS DRUG?:
- Tell all of your health care providers that you take this drug. This includes your doctors, nurses, pharmacists, and dentists.
- This drug is not a cure for Alzheimer's disease. Stay under the care of your doctor.
- Tell your doctor if you are pregnant, plan on getting pregnant, or are breast-feeding. You will need to talk about the benefits and risks to you and the baby.

HOW IS THIS DRUG BEST TAKEN?:

- Use this drug as ordered by your doctor. Read all information given to you. Follow all instructions closely.
- Keep taking this drug as you have been told by your doctor or other health care provider, even if you feel well.
- Take this drug at bedtime.
- Take with or without food.
- Drink lots of noncaffeine liquids unless told to drink less liquid by your doctor.

WHAT DO I DO IF I MISS A DOSE?:
- Skip the missed dose and go back to your normal time.
- Do not take 2 doses at the same time or extra doses.
- If you miss 7 days of this drug, call your doctor to find out what to do.

HOW DO I STORE AND/OR THROW OUT THIS DRUG?:
- Store at room temperature in a dry place. Do not store in a bathroom.
- Keep all drugs in a safe place. Keep all drugs out of the reach of children and pets.
- Throw away unused or expired drugs. Do not flush down a toilet or pour down a drain unless you are told to do so. Check with your pharmacist if you have questions about the best way to throw out drugs. There may be drug take-back programs in your area.

GENERAL DRUG FACTS:

- If your symptoms or health problems do not get better or if they become worse, call your doctor.
- Do not share your drugs with others and do not take anyone else's drugs.
- Some drugs may have another patient information leaflet. Check with your pharmacist. If you have any questions about this drug, please talk with your doctor, nurse, pharmacist, or other health care provider.
- If you think there has been an overdose, call your poison control center or get medical care right away. Be ready to tell or show what was taken, how much, and when it happened.

WHAT ARE SOME SIDE EFFECTS THAT I NEED TO CALL MY DOCTOR ABOUT RIGHT AWAY?:

- WARNING/CAUTION: Even though it may be rare, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect:
- Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing, swallowing, or talking; unusual hoarseness; or swelling of the mouth, face, lips, tongue, or throat.
- Very bad dizziness or passing out.
- Slow heartbeat.
- A heartbeat that does not feel normal.
- Trouble passing urine.
- Seizures.
- Heartburn.
- Severe stomach pain.
- Throwing up blood or throw up that looks like coffee grounds.
- Black, tarry, or bloody stools.
- Trouble breathing that is new or worse.

WHAT ARE SOME OTHER SIDE EFFECTS OF THIS DRUG?:
- All drugs may cause side effects. However, many people have no side effects or only have minor side effects. Call your doctor or get medical help if any of these side effects or any other side effects bother you or do not go away:
- Feeling dizzy, tired, or weak.
- Diarrhea, upset stomach, or throwing up.
- Trouble sleeping.
- Muscle cramps.
- Decreased appetite.
- Weight loss.
- Headache.
- These are not all of the side effects that may occur. If you have questions about side effects, call your doctor. Call your doctor for medical advice about side effects.
- You may report side effects to the FDA at 1-800-332-1088. You may also report side effects at https://www.fda.gov/medwatch.

CONSUMER INFORMATION USE AND DISCLAIMER:

- This generalized information is a limited summary of diagnosis, treatment, and/or medication information. It is not meant to be comprehensive and should be used as a tool to help the user understand and/or assess potential diagnostic and treatment options. It does NOT include all information about conditions, treatments, medications, side effects, or risks that may apply to a specific patient. It is not intended to be medical advice or a substitute for the medical advice, diagnosis, or treatment of a health care provider based on the health care provider's examination and assessment of a patient's specific and unique circumstances. Patients must speak with a health care provider for complete information about their health, medical questions, and treatment options, including any risks or benefits regarding use of medications. This information does not endorse any treatments or medications as safe, effective, or approved for

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DULANEY VALLEY Health Mart. PHARMACY

Phone 410-296-4900

716 Dulaney Valley Road Towson, MD 21204

CAUTION: Federal law prohibits the transfer of this drug to any person other than the patient for whom it was prescribed

RX# 720298 04/30/2025

ASAD, SYED W

MOHAMED IBRAHIM

TAKE 1 (ONE) TABLET BY MOUTH AT BEDTIME

30 Tab MEMANTINE HCL 5MG

Generic for: NAMENDA 5 MG TABLET

NDC:55111-0596-60Mfg:DR.RE FB:NB ~~CRC~~

Discard After04/25/2026 **0.7 Refills by 04/29/2026**

Call your doctor for medical advice about side effects. You may report side effects to FDA at 1-800-FD[illegible]

May Cause Dizziness. Do Not Operate A Vehicle, Vessel, Or Perform Other Dangerous Tasks Until You Know How This Medicine Affects You.

Check With Your Doctor Or Pharmacist To Make Sure It Is Safe For You To Take This Drug With All Of Your Other Drugs.

Take At Bedtime Unless Otherwise Directed By Your Doctor.

Take Or Use This Medicine Exactly As Directed. Do Not Skip Doses Or Discontinue Unless Directed By Your Doctor.

This Medicine May Be Taken With Or Without Food

orange oblong film-coated tablet
Imprinted with RDY and 596 ,
Riconvex

8

10

Dulaney Valley HealthMart

716 Dulaney Valley Road
TOWSON, MD 21204
(410) 296-4900

Drug Name:MEMANTINE HCL 5MG
Ingredients: Memantine Tablets
Pronunciation: (me MAN teen)

WHAT IS THIS DRUG USED FOR?:

• It is used to treat dementia in people with Alzheimer's disease.

WHAT DO I NEED TO TELL MY DOCTOR BEFORE I TAKE THIS DRUG?:

• If you are allergic to this drug; any part of this drug; or any other drugs, foods, or substances. Tell your doctor about the allergy and what signs you had.
• This drug may interact with other drugs or health problems.
• Tell your doctor and pharmacist about all of your drugs (prescription or OTC, natural products, vitamins) and health problems. You must check to make sure that it is safe for you to take this drug with all of your drugs and health problems. Do not start, stop, or change the dose of any drug without checking with your doctor.

WHAT ARE SOME THINGS I NEED TO KNOW OR DO WHILE I TAKE THIS DRUG?:
• Tell all of your health care providers that you take this drug. This includes your doctors, nurses, pharmacists, and dentists.
• Tell your doctor if you are pregnant, plan on getting pregnant, or are breast-feeding. You will need to talk about the benefits and risks to you and the baby.

HOW IS THIS DRUG BEST TAKEN?:

• Use this drug as ordered by your doctor. Read all information given to you. Follow all instructions closely.
• Take with or without food.
• Keep taking this drug as you have been told by your doctor or other health care provider, even if you feel well.

WHAT DO I DO IF I MISS A DOSE?:
• Skip the missed dose and go back to your normal time.
• Do not take 2 doses at the same time or extra doses.
• If you miss taking this drug for a few days in a row, call your doctor before you start taking it again.

HOW DO I STORE AND/OR THROW OUT THIS DRUG?:
• Store at room temperature in a dry place. Do not store in a bathroom.
• Keep all drugs in a safe place. Keep all drugs out of the reach of children and pets.
• Throw away unused or expired drugs. Do not flush down a toilet or pour down a drain unless you are told to do so. Check with your pharmacist if you have questions about the best way to throw out drugs. There may be drug take-back programs in your area.

GENERAL DRUG FACTS:

• If your symptoms or health problems do not get better or if they become worse, call your doctor.
• Do not share your drugs with others and do not take anyone else's drugs.
• Some drugs may have another patient information leaflet. Check with your pharmacist. If you have any questions about this drug, please talk with your doctor, nurse, pharmacist, or other health care provider.
• If you think there has been an overdose, call your poison control center or get medical care right away. Be ready to tell or show what was taken, how much, and when it happened.

WHAT ARE SOME SIDE EFFECTS THAT I NEED TO CALL MY DOCTOR ABOUT RIGHT AWAY?:

• WARNING/CAUTION: Even though it may be rare, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect:
• Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing, swallowing, or talking; unusual hoarseness; or swelling of the mouth, face, lips, tongue, or throat.
• Feeling confused.

WHAT ARE SOME OTHER SIDE EFFECTS OF THIS DRUG?:
• All drugs may cause side effects. However, many people have no side effects or only have minor side effects. Call your doctor or get medical help if any of these side effects or any other side effects bother you or do not go away:
• Dizziness or headache.
• Diarrhea or constipation.
• These are not all of the side effects that may occur. If you have questions about side effects, call your doctor. Call your doctor for medical advice about side effects.
• You may report side effects to the FDA at 1-800-332-1088. You may also report side effects at https://www.fda.gov/medwatch.

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• This generalized information is a limited summary of diagnosis, treatment, and/or medication information. It is not meant to be comprehensive and should be used as a tool to help the user understand and/or assess potential diagnostic and treatment options. It does NOT include all information about conditions, treatments, medications, side effects, or risks that may apply to a specific patient. It is not intended to be medical advice or a substitute for the medical advice, diagnosis, or treatment of a health care provider based on the health care provider's examination and assessment of a patient's specific and unique circumstances. Patients must speak with a health care provider for complete information about their health, medical questions, and treatment options, including any risks or benefits regarding use of medications. This information does not endorse any treatments or medications as safe, effective, or approved for treating a specific patient. UpToDate, Inc. and its affiliates disclaim any warranty or liability relating to this information or the use thereof. The use of this information is governed by the Terms of Use, available at https://www.wolterskluwer.com/en/know/clinical-eff ectiveness-terms.

If you have any questions concerning this or any of your medications, a Pharmacist is available during normal business hours at (410) 296-4900 to answer your questions. Call your doctor for medical advice about side effects. You may report side effects to FDA at 1-800-FDA-1088.

IBRAHIM, Mohamed DOB: 05/27/1974 (49 yo M) Acc No. 139424 DOS: 05/09/2023

Saluja Medical Associates
Your Primary Healthcare Partners

Ibrahim, Mohamed
48 Y old Male, DOB: 05/27/1974
Account Number: 139424
309 Redwood Circle, BALTIMORE, MD-21228
Home: 929-616-6862
Guarantor: Ibrahim, Mohamed Insurance: MEDSTAR FAMILY CHOICE
Appointment Facility: Saluja Med Associates Reisterstown

05/09/2023

Progress Notes: Robert Dewberry, MD

Current Medications

Taking
- LaMICtal 25 MG Tablet 1 tablet Orally Once a day
- Zoloft 50 MG Tablet 1 tablet Orally
- Trazadone 50mg tablet qhs oral
- Docusate Sodium 100 MG Capsule Oral
- Ibuprofen 400 MG Tablet Oral
- Mupirocin 2 % Ointment External
- oxyBUTYnin Chloride ER 10 MG Tablet Extended Release 24 Hour Oral
- oxyCODONE HCl 5 MG Tablet Oral
- Phenazopyridine HCl 100 MG Tablet Oral
- Tamsulosin HCl 0.4 MG Capsule Oral
- Cholecalciferol 1.25 MG (50000 UT) Capsule 1 capsule Orally once a week

Not-Taking
- Diclofenac Sodium 1 % Gel External

Medication List reviewed and reconciled with the patient

Past Medical History
- borderline Diabetes.
- Severe depression.
- Chronic low back pain?
- Bilateral knee pain.
- Hyperlipidemia.
- Bilateral kidney stones.

Surgical History
- kidney surgery 02/23

Family History
- Father: diagnosed with Heart Disease
- Mother: diagnosed with Diabetes, Heart Disease
- Maternal Grand Father: diagnosed with Heart Disease

Social History

Tobacco Use:
Tobacco Use/Smoking
Are you a *nonsmoker*
Sexual History:
Sexual History

Assessments

1. Memory impairment - R41.3 (Primary), Likely secondary to significant depression and overwhelming stressors at this time. Underlying pre-existing learning disability also contributory. Language barrier does not help the situation.
2. Major depressive disorder with current active episode, unspecified depression episode severity, unspecified whether recurrent - F32.9, Sees a psychiatrist once a month but does not appear to be fully compliant with medications.
3. COVID-19 long hauler - U09.9, The possibility of some cognitive impairment as a residua from long-haul COVID to be considered.
4. Learning difficulty - F81.9, Will prescribe Concerta 18 mg daily to see if this is helpful for his concentration and focus.
5. Urinary incontinence, unspecified type - R32, Have contacted his urologist's office. Now scheduled to see Dr. Peter Filderman on 5/10/2023 at 3:15 PM.

The patient wishes to return for follow-up in 1 week rather than waiting until after his court appearance. This will at least give the opportunity to assess his response to Concerta 18 mg daily.

Treatment

1. Others

Start Cholecalciferol Capsule, 1.25 MG (50000 UT), 1 capsule, Orally, once a week, 90 days, 12, Refills 1
Start Concerta Tablet Extended Release, 18 MG, 1 tablet in the morning, Orally, Once a day, 30 days, 40, Refills 0

IBRAHIM, Mohamed **DOB:** 05/27/1974 (49 yo M) **Acc No.** 139424 **DOS:** 03/19/2024

Saluja Medical Associates
Your Primary Healthcare Partners

IBRAHIM, Mohamed
49 Y old Male, DOB: 05/27/1974
Account Number: 139424
309 Redwood Circle, BALTIMORE, MD-21228
Home: 929-616-6862
Guarantor: Ibrahim, Mohamed Insurance: MEDSTAR FAMILY CHOICE
Appointment Facility: Saluja Medical Associates MLK

03/19/2024

Progress Notes: Robert Dewberry, MD

Current Medications

Taking
- LaMICtal 25 MG Tablet 1 tablet Orally
- Zoloft 50 MG Tablet 1 tablet Orally Once a day
- Trazadone 50mg tablet qhs oral
- Docusate Sodium 100 MG Capsule Oral
- Ibuprofen 400 MG Tablet Oral
- Mupirocin 2 % Ointment External
- oxyBUTYnin Chloride ER 10 MG Tablet Extended Release 24 Hour Oral
- oxyCODONE HCl 5 MG Tablet Oral
- Phenazopyridine HCl 100 MG Tablet Oral
- Tamsulosin HCl 0.4 MG Capsule Oral
- Cholecalciferol 1.25 MG (50000 UT) Capsule 1 capsule Orally once a week
- Concerta 18 MG Tablet Extended Release 1 tablet in the morning Orally Once a day
- Cholecalciferol 1.25 MG (50000 UT) Capsule 1 capsule Orally once a week

Not-Taking
- Diclofenac Sodium 1 % Gel External

Medication List reviewed and reconciled with the patient

Past Medical History

borderline Diabetes.
Severe depression.
Chronic low back pain.
Bilateral knee pain.
Hyperlipidemia.
Bilateral kidney stones.

Surgical History

kidney surgery 02/23

Family History

Father: diagnosed with Heart Disease
Mother: diagnosed with Diabetes, Heart Disease
Maternal Grand Father: diagnosed with Heart Disease

Social History

Reason for Appointment

1. F/U

Assessments

1. Memory impairment - R41.3 (Primary)
2. Major depressive disorder with current active episode, unspecified depression episode severity, unspecified whether recurrent - F32.9

Treatment

1. Memory impairment

Notes: Concerta and Donepezil prescribed.

2. Others

Refill Concerta Tablet Extended Release, 18 MG, 1 tablet in the morning, Orally, Once a day, 90 days, 90 Tablet, Refills 0
Start Donepezil HCl Tablet, 5 MG, 1 tablet at bedtime, Orally, Once a day, 90 days, 90 Tablet, Refills 0

Follow Up

3 Months

History of Present Illness

-Treatment Approach:

Mr. Ibrahim returns today after not having been seen by me since May of last year. He has legal paperwork with him and says something about suing himself. He says "one cannot sue oneself." He also asks if I can help him to reconnect with his children who are in the custody of his wife from whom he has been divorced. I advise him that I am not an attorney and cannot help him in this regard. He is under the care of a psychiatrist for his severe depression. He says he does not remember me. He has a copy of one of my previous office notes. He was advised by a nurse to follow-up with me. Concerta is not on the list of medications that he shows me. This was the last medication I prescribed him for his severe memory and concentration impairment. He still has urinary incontinence and wears a diaper. He did see a urologist but did not follow-up. He is on gabapentin 300 mg 4 times a day for a diagnosis of fibromyalgia. An MRI of the lumbosacral spine done in October 2023 was normal. A brain MRI done under my auspices was normal. He is willing to have me prescribe Concerta

IBRAHIM, Mohamed **DOB:** 05/27/1974 (49 yo M) **Acc No.** 139424 **DOS:** 03/19/2024

Tobacco Use:
Tobacco Use/Smoking
Are you a *nonsmoker*
Sexual History:
Sexual History
Had sex in the past 12 months (vaginal, oral, or anal)? *No*
Have you ever had a Sexually transmitted disease? *No*
Miscellaneous:
Active Driving License: no.
Living with: lives in a shelter.
Marital status: divorced.

Allergies
N.K.D.A.

Hospitalization/Major Diagnostic Procedure
No Hospitalization History.

Review of Systems
Neurologic:
Balance difficulty denies. Coordination good. Difficulty speaking denies. Dizziness denies. Fainting denies. Gait abnormality denies. Headache denies. Loss of strength denies. Loss of use of extremity denies. Memory loss that is severe, that is old. Pain denies. Paralysis denies. Seizures denies. Tingling/Numbness denies. Transient loss of vision denies. Tremor denies.

18 mg again and also to take donepezil 5 mg daily. He is no longer homeless under the auspices of Phoenix Health Services.

Vital Signs
Temp: **97.4** F, HR: **71** /min, RR: **17** /min, BP: **126/82** mm Hg, Ht: 69 in, Wt: **222.2** lbs, BMI: **32.81** Index, Oxygen sat %: **95** %.

Examination
Neurological:
CORTICAL FUNCTIONS: alert and cooperative. Tearful. Sad. Did not query him on date..
CRANIAL NERVES: II-XII normal bilaterally.
MOTOR STRENGTH: motor is grossly normal.
SENSORY: pinprick sensation intact.
REFLEXES: defered.
PLANTARS: deferred.
CEREBELLAR SIGNS: finger to nose test is normal ,.
TREMORS: absent.
COORDINATION: no ataxia , no titubation , no truncal ataxia.
GAIT AND STATION: normal.
SPEECH: normal.
PRONATOR DRIFT: not present.
INVOLUNTARY MOVEMENTS: no tremors seen.

Procedure Codes
3074F BLOOD PRESSURE
3078F BLOOD PRESSURE
3079F BLOOD PRESSURE

Robert Dewberry MD FACP

Electronically signed by Robert Dewberry , MD on 03/23/2024 at 01:06 PM EDT

Sign off status: Completed

Saluja Medical Associates MLK
312 Martin Luther King Blvd
Suite 200
Baltimore, MD 212016303
Tel: 410-523-1404
Fax: 877-751-1761

Saluja Medical Associates Keswick
733 West 40th Street Baltimore, MD, 212112104
Tel: 410-235-8885 Fax: 877-751-1761
Prepared By: Dewberry, Robert G.
Trans id: 20250120092315831157957

Robert Dewberry, MD
Neurology
Supervisor: Daljeet S. Saluja, MD

PRINTED PRESCRIPTION

Date: 01/20/2025

Ibrahim, Mohamed
4004 RIDGECROFT RD, BALTIMORE, MD-21206-5030
DOB: 05/27/1974, Phone: 771-200-7066
Pharmacy: CVS/pharmacy #4438, 6635-37 BELAIR RD, BALTIMORE MD 21206 Tel: 410-254-9757, Fax: 410-319-8821

Rx

Concerta Tablet Extended Release 18 MG Orally
Disp: ***90 Tablet*** (NINETY)
Sig: 1 tablet in the morning Once a day 90 days
Diagnosis:

Refills: ***0*** (ZERO)

DEA #: BD3096131
NPI #: 1922194380
LIC.#: D44886

Robert Dewberry, MD,

To ensure brand name dispensing, prescriber must write "Dispense as Written" or "D.A.W" on the prescription.

GIANT PHARMACY 0337
6620 REISTERSTOWN ROAD
BALTIMORE, MD 21215

PH: (410) 649-8181
Fax: (844) 411-6312

RX#2197234 Fill Date: 06/08/23

Written: 06/08/23

1 of 1

IBRAHIM, MOHAMED
309 REDWOOD CIRCLE BALTIMORE, MD 21228
PT PHONE: (929) 616-6862

DOB: 05/27

WAITING

IBR

DR. ROBERT DEWBERRY
Plan MD MEDICAID MEDICAID

C2
RR-NE

CONCERTA 18MG TBCR
NDC#50458-0585-01 Mfg JANSSEN
Days Supply: 30
Qty: 30 No refills left
NEW Fill # 00

You Pay: $1.00
Retail Price: $470.39

GP

Product Desc Color: YELLOW Shape: OBLONG Imprint1: alza 18

New Prescription Offer new rx counseling

4742197234000000337100380050000100101

GENERIC NAME: Methylphenidate Extended-Release Tablets Pronunciation: (meth il FEN i date) Brand Name: Concerta Relexxii IDENTIFICATION: Tablet Extended Release
Directions: TAKE ONE TABLET BY MOUTH EVERY MORNING
Warnings: This drug has a high risk of abuse and dependence Use this drug only as you were told by your doctor Tell your doctor if you have ever abused or been dependent on any drugs or alcohol
What is this drug used for?: - It is used to treat attention deficit problems with hyperactivity
It may be given to you for other reasons Talk with the doctor
What do I need to tell my doctor BEFORE I take this drug?: - If you are allergic to this drug, any part of this drug, or any other drugs, foods, or substances Tell your doctor about the allergy and what signs you
If you have any of these health problems Glaucoma, agitation, anxiety, or overactive thyroid
If you or a family member have any of these health problems Blood vessel disease, high blood pressure, heart structure problems or other heart problems, or Tourette's syndrome or tics
If you have ever had a stroke
If you have taken certain drugs for depression or Parkinson's disease in the last 14 days This includes isocarboxazid, phenelzine, tranylcypromine selegiline or rasagiline Very high blood pressure may
If you cannot swallow this product whole
If you have ever had any of these health problems Cystic fibrosis, narrowing of the GI (gastrointestinal) tract or other GI problems like bowel block small bowel disease short gut syndrome, or slow-moving
If you are taking any of these drugs Linezolid or methylene blue
This is not a list of all drugs or health problems that interact with this drug
Tell your doctor and pharmacist about all of your drugs (prescription or OTC, natural products, vitamins) and health problems You must check to make sure that it is safe for you to take this drug with all of your drugs and health problems Do not start, stop, or change the dose of any drug without checking with your doctor
What are some things I need to know or do while I take this drug?: - Tell all of your health care providers that you take this drug This includes your doctors, nurses pharmacists, and dentists
Avoid driving and doing other tasks or actions that call for you to be alert until you see how this drug affects you
Heart attacks strokes and sudden deaths have happened in adults taking this drug. Sudden deaths have also happened in children with some heart problems or heart defects Call your doctor right away if you have a fast, slow, or abnormal heartbeat, weakness on 1 side of the body, trouble speaking or thinking, change in balance, drooping on 1 side of the face, change in eyesight chest pain or pressure, shortness of breath, or severe dizziness or passing out
You may need to have some heart tests before starting this drug. If you have questions, talk with your doctor
Check blood pressure and heart rate as the doctor has told you
This drug may raise the chance of seizures in some people, including people who have had seizures in the past Talk to your doctor to see if you have a greater chance of seizures while taking this drug
Avoid drinking alcohol while taking this drug.
For some brands, you may see the tablet shell in your stool For these brands this is normal and not a cause for concern. If you have questions, talk with your doctor
Tell your doctor that you use this drug if you are getting x-rays near the belly
A severe and sometimes deadly problem called serotonin syndrome may happen if you take this drug with certain other drugs Call your doctor right away if you have agitation, change in balance, confusion, hallucinations, fever, fast or abnormal heartbeat flushing, muscle twitching or stiffness, seizures, shivering or shaking, sweating a lot, severe diarrhea, upset stomach or throwing up, or severe headache
This drug may affect growth in children and teens in some cases. They may need regular growth checks Talk with the doctor
Tell your doctor if you are pregnant plan on getting pregnant, or are breast-feeding You will need to talk about the benefits and risks to you and the baby
How is this drug best taken?: Use this drug as ordered by your doctor Read all information given to you Follow all instructions closely
Take in the morning
Some drugs may need to be taken with food or on an empty stomach For some drugs it does not matter Check with your pharmacist about how to take this drug
Swallow whole Do not chew, break, or crush
If you have been taking this drug for a long time or at high doses, it may not work as well and you may need higher doses to get the same effect This is known as tolerance Call your doctor if this drug stops working well Do not take more than ordered
Limit your use of caffeine (for example, tea, coffee, cola) and chocolate Use with this drug may cause nervousness, shakiness, and a fast heartbeat
Have your blood work checked if you are on this drug for a long time Talk with your doctor
If you are taking this drug and have high blood pressure, talk with your doctor before using OTC products that may raise blood pressure These include cough or cold drugs diet pills, stimulants, non-steroidal anti-inflammatory drugs (NSAIDs) like ibuprofen or naproxen, and some natural products or aids
What if I do not miss a dose?
Skip the missed dose and go back to your normal time
Do not take 2 doses at the same time or extra doses.
What are some side effects that I need to call my doctor about right away?: WARNING/CAUTION. Even though it may be rare, some people may have very bad and sometimes deadly side effects when taking a drug Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect
Signs of an allergic reaction like rash, hives, itching, red, swollen, blistered, or peeling skin with or without fever, wheezing, tightness in the chest or throat trouble breathing swallowing, or talking unusual hoarseness, or swelling of the mouth face, lips, tongue, or throat
Signs of high blood pressure like very bad headache or dizziness, passing out, or change in eyesight
Signs of liver problems like dark urine, tiredness, decreased appetite, upset stomach or stomach pain, light-colored stools, throwing up, or yellow skin or eyes
Chest pain
Red skin patches on the skin or mouth
Change in eyesight
Seizures
Dizziness
Trouble controlling body movements
Feeling hot
Restlessness
Change in color of hands, feet, or other areas Skin may turn pale, blue, gray, purple, or red
Numbness, pain, tingling, or cold feeling of the hands or feet
Sores or wounds on the fingers or toes
Muscle pain or weakness dark urine, or trouble passing urine
Change in sex interest
Call your doctor right away if you have a painful erection (hard penis) or an erection that lasts for longer than 4 hours This may happen even when you are not having sex If this is not treated right away it may cause lasting sex problems and you may not be able to have sex
Mental or mood changes like change in thinking, anger, and hallucinations have happened with this drug Tell your doctor if you or a family member have any mental or mood problems like depression or bipolar illness, or if a family member has committed suicide Call your doctor right away if you have hallucinations, change in the way you act or signs of mood changes like depression, thoughts of suicide, panic attacks, feel sad or down, think something that is not normal, anxiety, or lack of interest in life

5

(Appendix-6)

MENTAL FUNCTIONAL CAPACITY ASSESSMENT

Patient: Mohamed Ibrahim DOB: 05 / 27 / 74 SSN:

In each area, please select the degree of limitation resulting from psychologically based symptoms.

NONE: None existing or minimal limitations.
MINIMAL: Mild limitations in this area, but person can generally function satisfactorily.
MODERATE: Person will have intermittent difficulty performing in this area. Individual cannot "always" perform satisfactorily.
MARKED: Serious limitation in this area. Individual cannot generally perform satisfactorily in this area.
EXTREME: Major limitations in this area. Individual cannot function in this area.
UNKNOWN: Unable to assess limitations.

DIAGNOSIS: Severe Depression, Social anxiety

PROGNOSIS: Poor

UNDERSTANDING & MEMORY	None	Minimal	Moderate	Marked	Extreme	Unknown
1. The ability to understand and remember short and simple instructions			✓			
2. The ability to understand and remember detailed instructions			✓			

SUSTAINED CONCENTRATION & PERSISTENCE	None	Minimal	Moderate	Marked	Extreme	Unknown
3. The ability to perform short and simple instructions			✓			
4. The ability to perform detailed instructions			✓			
5. The ability to maintain attention and concentration for extended periods of time			✓			
6. The ability to perform activities on schedule and maintain regular attendance			✓			
7. The ability to sustain an ordinary routine without special supervision			✓			
8. The ability to work in coordination with or in proximity to coworkers and supervisors			✓			
9. The ability to work in proximity to general public			✓			

MENTAL FUNCTIONAL CAPACITY ASSESSMENT

SUSTAINED CONCENTRATION & PERSISTENCE	None	Minimal	Moderate	Marked	Extreme	Unknown
10. The ability to make simple work-related decisions				✓		
11. The ability to complete a normal *workday* without interruptions				✓		
12. The ability to complete a normal work *week* without interruptions				✓		
13. The ability to perform at a consistent pace with a standard number and length of breaks			✓			
14. In your expert opinion, how many absences would this person likely need in an average *month*?	None	1	2	3	4+	Unknown
15. This person is expected to be off-task due to psychologically based symptoms a minimum of (circle one):	0-5%	5-10%	10-15%	15-20%	20%+	Unknown

SOCIAL INTERACTION	None	Minimal	Moderate	Marked	Extreme	Unknown
16. The ability to interact appropriately with the general public			✓			
17. The ability to request simple questions or request assistance			✓			
18. The ability to understand instructions and respond appropriately to criticism from supervisors			✓			
19. The ability to get along with coworkers or peers without showing behavioral extremes			✓			

SUBSTANCE ABUSE IMPACT

Does the individual have a drug/alcohol abuse disorder?

N/A

If so, to what extent do the limitations identified above persist in the absence of drug/alcohol abuse?

MENTAL FUNCTIONAL CAPACITY ASSESSMENT

Patient: Mohamed Ibrahim DOB: 05 / 27 / 74

ONSET DATE:

I have treated the above captioned patient since: September, 2022

It is my opinion that the above captioned patient has had the limitations and restrictions outlined in the Mental Capacity Assessment since: Since age 47y/s

3/21/23
Date

Doctor's Signature

Printed Name: Dr Bolaji Olugboja

Address: 8515 Liberty Rd Randallstown MD 21133

Phone Number: (410) 301 6767

LIBERTY FAMILY CARE

Dr Bolaji Olugboja, DNP, PMHNP, FNP

Date:-

London Disability drafted the questions on this medical source statement. London Disability provided a blank form to the claimant and recommended the claimant take it to his/her treating source and/or sent the form to the treating source. It is London Disability's practice to recommend clients follow all prescribed treatment. London Disability did not play any role in completing the form or formulating the opinions/statements therein.

& Medical Equipment
2124 East Monument St. • Baltimore, MD 21205
Fax: (410) 617-8541

Rx# : 70440 12/07/2022 (MEDICAID) OH
Authorization # : 22341200010625020
IBRAHIM, MOHAMED
309 REDWOOD CIRCLE
BALTIMORE MD 21224 ( ) -

MO3081801

Prescr. OLUGBOJA, BOLAJI

LAMOTRIGINE 25 MG TABLET
13668-0045-01 Qty: 60.0 TABS
DAYS SUPPLY: 30
NEW RX NO REFILLS REMAINING
Your Insurance Saved You: $11.46
Price: $12.46
Copay: $1.00 CP Lid

& Medical Equipment
2124 East Monument St. • Baltimore, MD 21205
Fax: (410) 617-8541

Rx# : 70442 12/07/2022 (MEDICAID) OH
Authorization # : 22341200010625080
IBRAHIM, MOHAMED
309 REDWOOD CIRCLE
BALTIMORE MD 21224 ( ) -

MO3081801

Prescr. OLUGBOJA, BOLAJI

TRAZODONE 50 MG TABLET
13668-0330-01 Qty: 30.0 TABS
DAYS SUPPLY: 30
NEW RX NO REFILLS REMAINING
Your Insurance Saved You: $10.70
Price: $11.70
Copay: $1.00 CP Lid

& Medical Equipment
2124 East Monument St. • Baltimore, MD 21205
Fax: (410) 617-8541

Rx# : 70441 12/07/2022 (MEDICAID) OH
Authorization # : 22341200010625760
IBRAHIM, MOHAMED
309 REDWOOD CIRCLE
BALTIMORE MD 21224 ( ) -

MO3081801

Prescr. OLUGBOJA, BOLAJI

SERTRALINE HCL 100 MG TABLET
16729-0217-16 Qty: 30.0 TABS
DAYS SUPPLY: 30
NEW RX NO REFILLS REMAINING
Your Insurance Saved You: $11.25
Price: $12.25
Copay: $1.00 CP Lid

Trucare Pharmacy Ph: (410) 617-8742
& Medical Equipment Fax: (410) 617-8541
2124 East Monument St. • Baltimore, MD 21205

FAST AND FRIENDLY SERVICE
COMPLETE FAMILY PRESCRIPTION RECORDS

OPEN MONDAY THROUGH FRIDAY
9.30 AM TO 6:00 PM
SATURDAY 10.00AM TO 1:00 PM

CLOSED SUNDAYS

WEDNESDAYS ARE SENIOR CITIZENS
DAYS WITH 10% OFF
ON ALL ITEMS IN STORE

THANK YOU FOR YOUR PATRONAGE.
HAVE A GREAT DAY.

Trucare Pharmacy Ph: (410) 617-8742
& Medical Equipment Fax: (410) 617-8541
2124 East Monument St. • Baltimore, MD 21205

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CLOSED SUNDAYS

WEDNESDAYS ARE SENIOR CITIZENS
DAYS WITH 10% OFF
ON ALL ITEMS IN STORE

THANK YOU FOR YOUR PATRONAGE.
HAVE A GREAT DAY.

(Appendix-7)

Doctor
Adel El Said El Radad
Neuropsychiatrist

دكتور
عادل السعيد رداد
أخصائى المخ والأعصاب والطب النفسى
وعلاج الإدمان

Date : 6/7/2022
R/ Mohamad AbdElAziz Ibrahim

Medical Report

Mr.Mohamed Ibrahim , He is 48 years old

- The patient was diagnosed of Major depression from May 2019 till now .
- He is suffering from Major depression manifested by sadness impaired concentration and memory.
- Also he is suffering from disturbed sleep and isolation .

The Patient was treated by Antidepressants :

- Remeron 30 mg one tablet at night .
- Lamictal 100 mg two tablets morning and evening .
- Lustral 50 mg tablet twice a day .

The patient is gradually improving and needs to continue his treatment and follow up aiming rapid recovery .

دكتور
عادل السعيد رداد
أخصائى المخ والأعصاب والطب النفسى

العنوان : القطة الكبرى - الشون - أول العباسى الجديد - بجوار مدرسة طه حسين

(Appendix – 8)

Chesapeake
UROLOGY

The most personal care for life's most personal issues.

January 19, 2023

Re: Mohamed Ibrahim
DOB: 05/27/1974

Mr. Mohamed Ibrahim is scheduled for surgery at St. Agnes Hospital on 02/15/2023. This surgery is to treat kidney stones in both kidneys under general anesthesia.

Thank you,

Peter Filderman MD

I Mohamed Ibrahim, hereby certify that this is a true and correct copy of the original document
Mohamed Signatory
District of Columbia: SS Subscribed and Sworn to before me this 9 day of November, 22
Kevin W Booker Notary Public, D.C.
My commission expires June 14, 2028

I _____
this is a true and correct copy of the
_____ Signatory
District of Columbia: SS Subscribed and Sworn to before me this ____ day of _____, ____
Notary Public, D.C.
My commission expires

KEVIN W BOOKER NOTARY PUBLIC MY COMMISSION EXPIRES 6/14/2028 DISTRICT OF COLUMBIA

☐ 7580 Buckingham Blvd
Suite 110
Hanover, MD 21076
410.760.9400
410.787.1911 Fax

☐ 7625 Maple Lawn Boulevard
Suite 210
Fulton, MD 20759
410.715.2090 or 301.725.0134
410.718.1864 or 301.725.0135 Fax

☐ 3407 Wilkens Avenue
Suite 210
Baltimore, MD 21229
410.644.0929
410.644.4338 Fax

☐ 10710 Charter Drive
Suite 130
Columbia, MD 21044
410.772.7000
410-772-7070 Fax

Chesapeake
UROLOGY

If you have any questions, you can now Message Us through our Patient Portal. It is a secure and convenient way to have your questions answered. We are here for you, Message US!!!

Clinical Summary for Mohamed Ibrahim (Patient Copy)

Demographic data on file: **DOB:** 05/27/1974; **Sex:** Male; **Race:** White; **Ethnicity:** **Preferred language:** English

Date of Encounter: 05/10/2023 09:06 AM

Chesapeake Urology

3407 Wilkens Avenue Suite 210
Baltimore, MD 212295208
Phone: (410) 644-0929 Fax: (410) 644-4338

Reason for today's visit and reported symptoms

- Lower urinary tract symptoms

Present and Past Medical Problems

- Benign prostatic hyperplasia with urinary frequency
- Testicular hypofunction
- Gross hematuria
- Renal calculus
- Other male erectile dysfunction

Medications

- tamsulosin 0.4mg capsule 0.4 mg Capsule oral daily
- Concerta specific dose unknown oral
- traZODone HCl 50MG tablet 1 Oral
- Sertraline HCl 50MG tablet 1 Oral
- oxyCODONE HCl 5MG tablet 1 Oral

Current Allergies

- Codeine/Codeine Derivatives []
- Ibuprofen *ANALGESICS - ANTI-INFLAMMATORY* []; Abdominal pain

Vital Signs

Weight: 233 lb **Height:** 68 in
Body Surface Area: 2.18 m² **Body Mass Index:** 35.43 kg/m²
Pain level: 0/10

Medications ordered/changed today

Ordered/Changed Medications during today's visit

- Changed tamsulosin 0.4 mg capsule, 0.4 mg Capsule daily, #90, 90 days starting 05/10/2023, Ref. Q 90 Days x1 Year.

Procedures performed today

- BLADDER SCAN, POST VOID (51798)

Ascension Saint Agnes Hospital
900 South Caton Avenue
Baltimore, Maryland 21229

Patient: IBRAHIM,MOHAMED
Date of Birth: 05/27/1974

Medical Record #: SA01403274
Account #: SA0036665016

Continue these medications:

Mupirocin 2 % Oint...g.	Dose: 1 APPLICATION	TOPICAL, THREE TIMES A DAY To affected areas:	Renewed Sent to Pharm 1
Oxycodone HCl 5 Mg Capsule	Dose: 5 MILLIGRAM	ORAL, EVERY 6 HOURS	Renewed Printed
Tamsulosin Hydrochloride (Flomax) 0.4 Mg Capsule	Dose: 0.4 MILLIGRAM	ORAL, ONCE EVERY DAY	Renewed Sent to Pharm 1

The following are new:

Docusate Sodium (Colace) 100 Mg Capsule	Dose: 100 MILLIGRAM	ORAL, TWICE A DAY	Dispense: 30 CAPSULE No Refills	Sent to Pharm 1
Lamotrigine (Lamictal) 25 Mg Tablet	Dose: 50 MILLIGRAM	ORAL, ONCE EVERY DAY	Dispense: 30 TABLET No Refills	Sent to Pharm 1
Oxybutynin Chloride (Oxybutynin Chloride ER) 10 Mg Tab.er.24	Dose: 10 MILLIGRAM	ORAL, ONCE EVERY DAY	Dispense: 20 TABLET No Refills	Sent to Pharm 1
Phenazopyridine HCl (Pyridium) 100 Mg Tablet	Dose: 100 MILLIGRAM	ORAL, THREE TIMES A DAY	Dispense: 14 TABLET No Refills	Sent to Pharm 1
Sertraline HCl 50 Mg Tablet	Dose: 50 MILLIGRAM	ORAL, ONCE EVERY DAY	Dispense: 30 TABLET No Refills	Sent to Pharm 1

Pharmacy Details
Pharm 1: Ascension Rx #1208, 900 South Caton Avenue, Baltimore, MD, 21229 (667)234-2550

Your Preferred Pharmacy
Ascension Rx #1208
900 South Caton Avenue, Baltimore, MD 21229
(667)234-2550

Allergies:
No Known Allergies

Care Team Members
PETER S FILDERMAN, MD, ADMITTING, UROLOGY, (410)644-0929
MAGDALENA STARBAN, MD, ATTENDING, INTERNAL MEDICINE, (410)368-3120
HASSAN A NASSER, MD, PRIMARY CARE PHYSICIAN, REFERRING, (410)889-8388

Report data compiled on 02/17/23 at 11:39am.

VERONICA EPSTEIN, M.D.
DEA # BE6856516 NPI # 1962465195
STUART B. BELL, M.D.
DEA # AB8751946 NPI # 1740243682
WAIEL SAMARA, M.D.
DEA # BW5387774 NPI # 1427012707
HASSAN NASSER, M.D.
DEA # FN7399961 NPI # 1912961665
MEDSTAR UMH – ADULT MEDICINE SPECIALISTS
3304 GUILFORD AVE., SUITE 550
BALTIMORE, MD 21218
PHONE: 410-554-6740 FAX: 877-625-1484

5-27-74

NAME Mohamed Ebrahim

ADDRESS _____ DATE 5/17/2023

R: incontinence drapes

Pads #100

Dx urinary incontinence

REFILL 12 TIMES

_____ M.D.

TO INSURE BRAND NAME DISPENSING, PRESCRIBER MUST WRITE 'DISPENSE AS WRITTEN' OR 'BRAND MEDICALLY NECESSARY' ON THE PRESCRIPTION.

RX-ADULT (1/19)

PACKING SLIP

PRINT DATE: 10/02/2023

PAGE 1 of 1

5725779007637423 9

SHIP TO:	CONTACT INFORMATION:	SHIPPED FROM:
[redacted] IBRAHIM, MOHAMED	NORTHERN PHARM MED 6701 HARFORD RD BALTIMORE, MD 21234-7787	NORTHERN PHARM MED 4027 MARTINSBURG PIKE CLEAR BROOK, VA 22624
CUST P.O. NUMBER: 153643 ORDERED BY: ER4ZWJN	PHONE NO: 410-254-2055	
	INVOICE NUMBER: 23631258 **ORDER NUMBER: 5725779 SZ** ORDER DATE: 9/29/2023	SHIPPED FROM LICENSE: D05402

REGULATORY LICENSE: P01182

BILL TO: NORTHERN PHARMACY 6701 HARFORD RD BALTIMORE, MD 21234

LN #	Item / Mfg Number	Qty Ordered	UOM Bin Loc	Shipped	To Follow	Description Vendor	Cust Item #
1	579584 PV-517	14	PK	14		BRIEF, PULL-ON PREVAIL SUP ABS RB 2XLG (12/PK 4PK/C FIRSTQ	FQUPV517PK /IPK579584
2	1227006 UP-150/2	4	PK	4		UNDERPAD, PREVAIL INCONTI FLUF F 23"X36" (25/PK 6PK/CS)	FQUUP1502PK /IPK1227006

Your satisfaction is important. Upon receipt of this shipment, please count the boxes received and document any damage or shortage on the carrier's receipt. Review the contents of the order and report any discrepancies within ten (10) days of receipt. If product is damaged, do not destroy the shipping cartons; they may be needed for an inspection. Contact customer service for instructions.

Contact your Customer Service Center if Safety Data Sheets are Needed.

Pieces _____ Weight _____ Staging Area _____ Delivered By _____

Route Code 100 Stop Code 001 Date Shipment Accepted By _____

MMSE1PPD08

(Appendix -9)

E-FILED; Baltimore County Circuit Court
Docket: 11/20/2023 3:19 PM; Submission: 11/20/2023 3:19 PM
Envelope: 14580506

☐ Mark this box if this form contains Restricted Information.

MARYLAND JUDICIARY **CIRCUIT COURT FOR** Baltimore County (City/County), MARYLAND

Located at 401 Bosley Ave, Towson, MD, 21204 (Court Address) Case No. C-03-FM-21-000945

Allison L. Lynn (Plaintiff)		vs.	Mohamed A. Ibrahim (Defendant)
129 Hollow Brook Road (Street Address)			309 Redwood Circle, Westside Homeless Shelte (Street Address)
Lutherville, MD, 21093 (City, State, Zip)	757-737-1009 (Telephone)		Catonsville, MD, 21228 (City, State, Zip) 929-616-6862 (Telephone)

PETITION FOR CONTEMPT
(Md. Rules 2-648, 15-206, and 15-207)

MDEC counties only: If this submission contains Restricted Information (confidential by statute, rule or court order) you must file a Notice Regarding Restricted Information Pursuant to Rule 20-201.1 (form MDJ-008) with this submission, and check the Restricted Information box on this form.

NOTE: If the court issues a show cause order, you must provide the other party with the show cause order, a copy of this petition, and other documents filed with the court. This is called service of process, and there are strict rules about how copies must be served. For information on service of process, see General Instructions for Family and Guardianship Forms (CC-DRIN).

Do NOT use this form for a violation of a protective order. Instead, use Petition for Contempt (Violation of Protective Order) (CC-DC-DV-007).

I, Mohamed A. Ibrahim (Name), state that:

1. On 11-20-2023 (Date) the Circuit Court for Baltimore (City/County) issued an order in case number, C-03-FM-21-000945, granting me $26,727.13 is 40% Gross equity of appraisal within 60 days of Appraisal $440,000 less both outstanding mortgage $283,182.17 and $90,000.
2. ☒ A copy of the order is attached.
3. Mohamed A. Ibrahim (Name) has failed to obey the order by doing or failing to do the following:

   Paying my interest at Marital home ($26,727.13) which is 40% Gross equity of appraisal $440,000 less both outstanding mortgage $283,182.17 and The down payment $90,000.

   and is, therefore, in contempt of the order.
4. I ☐ do ☒ do not want the court to order jail time to enforce its order.

FOR THESE REASONS, I request the court issue a Show Cause Order, find Allison L. Lynn (Name) in contempt, and order any other appropriate relief including:

To buy my share at the marital house based on Court order - Marital Settlement Agreement that was signed on 05-24-2023 (Based on Paragraph 6 of The Agreement) (Exhibit-1) and (Exhibit-2)

11-20-2023 (Date)

Mohamed Ibrahim (Signature)

Mohamed A. Ibrahim (Printed Name)

309 Redwood Circle, Westside Homeless Shelter (Address)

Catonsville, MD, 21228 (City, State, Zip)

929-616-6862 (Telephone Number)

vet333@hotmail.com (E-mail) (Fax)

☒ MDEC

True Copy Test
ELLE L. ENSOR, Clerk
By: JP
Assistant Clerk

(Appendix-10)

MARSHECK LAW, LLC
ATTORNEYS AT LAW
P.O. Box 0034
Bel Air, Maryland 21014

TIMOTHY C. MARSHECK

Office 410.989.1387
Telefax 443.371.2492
Email tcm@marshecklaw.com

February 16, 2023

VIA EMAIL &
FIRST-CLASS MAIL

Doris Green Walker, Esquire
7321 Furnace Branch Road
Glen Burnie, MD 21060
Email: doris.walker14@broadstripe.net

RE: Allison L. Lynn v. Mohamed A. Ibrahim
Case No.: C.03.FM.000945

Dear Ms. Walker:

I am in receipt of your emails dated February 10, 2023 and February 13, 2023 in regards to the above matter and am writing in response thereto.

I have had the opportunity to discuss Mr. Ibrahim's request for visitation with the parties' minor children with my client. Candidly, Ms. Lynn is surprised with your client's request and has substantial, serious concerns relating to visitation at this time, which are further outlined below:

It is my understanding that Mr. Ibrahim's communications with the minor children have been virtually non-existent, which has led to much confusion and heartache on their part. Indeed, Mr. Ibrahim apparently has only attempted to contact the minor children on three occasions since October 17, 2021, the most recent contact being on or about May 19, 2022. Notwithstanding, my client has made numerous attempts to facilitate communication between Mr. Ibrahim and the minor children. In that regard, Ms. Lynn reached out to your client weekly over the course of several months for the benefit of the minor children without success until ultimately, and sadly, concluding that Mr. Ibrahim had no interest in continuing an ongoing relationship with them.

As a result of the above, Mr. Ibrahim has largely missed communicating with the minor children on birthdays, holidays, important events, etc., to the children's detriment. Needless to say, your client's established pattern as a non-existent parent with occasional "pop-ins" is confusing, upsetting, and not in the minor children's best interests. The foregoing, coupled with Mr. Ibrahim leaving the family in 2018, has significantly impacted the minor children and continues to do so.

My client additionally has serious concerns with Mr. Ibrahim's lack of stability and perceivably impulsive behavior. Indeed, presumably during the Summer of 2022, your client apparently left his residence in Egypt to relocate to the United States without any plan or resources and as a result thereof, is apparently presently residing at a homeless shelter as result of those decisions. Clearly, your client's decision is not related to his desire to continue a relationship with the minor children, as he has not attempted to contact them since his return and certainly was able to return to the United States.

Coupled with the above, Mr. Ibrahim's allegations set forth in recent filings raise additional concerns regarding Mr. Ibrahim's present mental state. Indeed, Mr. Ibrahim's actions, 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.

In light of the above, as well as other various and further concerns, my client intends to request at the forthcoming merits trial that any visitation between Mr. Ibrahim and the minor children be stayed pending a court ordered psychological evaluation. At such time when visitation is deemed appropriate, my client intends to request that any and all future visitation be supervised at the Baltimore County Visitation Center pending further order of the Court.

Notwithstanding the above, my client is open to discuss Mr. Ibrahim's suggestions as to how he may alleviate my client's above concerns and his proposed visitation with the minor children. Further, despite previous unsuccessful attempts, my client is open to discussing a global resolution of all outstanding issues in this matter provided that your client is open to reasonably discussing the same.

I am available to further discuss the above at your convenience. If you wish to further discuss, kindly advise what day(s) and time(s) work best for your schedule.

Thank you.

Sincerely,

Timothy C. Marshcek

TCM/arb
cc: Allison L. Lynn (via email only)

(Appendix-11)

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

mta.maryland.gov

January 9, 2023

Mobility Customer ID: 281177

116

MOHAMED IBRAHIM
309 REDWOOD CIR
CATONSVILLE , MD 21228

Re: Approval for Conditional Use of MTA Mobility Service

Dear MOHAMED IBRAHIM:

The Americans with Disabilities Act requires transit systems that operate fixed route service to offer complementary paratransit to people with disabilities who cannot use the regular service.

To qualify for MTA Mobility you must have a history of impairment that substantially limits your ability to ride other MTA services. Your disability must prevent travel, not merely make it more difficult for you to get to the bus stop or station, get on the bus or train and ride independently for some or all of your trips.

We base our eligibility determinations on the information you provided in your application and your interview with one of our eligibility specialists. We also consider the information provided by your healthcare professional and the results of the tests that our Occupational Therapist may have performed.

After reviewing this information we have determined that you are conditionally eligible. Your disability prevents you from getting to the bus stop or station, boarding the bus or train, or traveling to your final destination because of environmental conditions, path of travel issues or accessibility of MTA facilities.

Your Mobility expiration date is **01/31/2025**.

You are eligible for trips when these condition(s) apply:

National Weather Service (NWS) data will be used to determine whether environmental conditions on the day of travel prevent you from using fixed route service.

The combination of a path of travel barrier and your disability prevent you from traveling to or from a stop or station.

Your level of disability varies in severity and can only be measured by you.

(APPendix-11)

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

mta.maryland.gov

November 20, 2024

Mobility Customer ID: 281177

129

MOHAMED IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON , MD 21204

Re: Approval for Conditional Use of MTA Mobility Service

Dear MOHAMED IBRAHIM:

The Americans with Disabilities Act requires transit systems that operate fixed route service to offer complementary paratransit to people with disabilities who cannot use the regular service.

To qualify for MTA Mobility you must have a history of impairment that substantially limits your ability to ride other MTA services. Your disability must prevent travel, not merely make it more difficult for you to get to the bus stop or station, get on the bus or train and ride independently for some or all of your trips.

We base our eligibility determinations on the information you provided in your application and your interview with one of our eligibility specialists. We also consider the information provided by your healthcare professional and the results of the tests that our Occupational Therapist may have performed.

After reviewing this information we have determined that you are conditionally eligible. Your disability prevents you from getting to the bus stop or station, boarding the bus or train, or traveling to your final destination because of environmental conditions, path of travel issues or accessibility of MTA facilities.

Your Mobility expiration date is **11/30/2026**.

You are eligible for trips when these condition(s) apply:

National Weather Service (NWS) data will be used to determine whether environmental conditions on the day of travel prevent you from using fixed route service.

The combination of a path of travel barrier and your disability prevent you from traveling to or from a stop or station.

Your level of disability varies in severity and can only be measured by you.

(Appendix-12)

In the Circuit Court for Baltimore County, Maryland

Lynn
Plaintiff
vs.
Ibrahim
Defendant

Civil no.

Children	Date of Birth/Age	Children	Date of Birth/Age
	4 5		

	Mother	Father	Combined
1. Monthly Actual Income-Before Taxes	10000	2295	12295
a.Minus pre-existing child support payment actually paid	0	0	
b.Minus alimony actually paid	0	0	
c. Plus/minus alimony awarded in this case	0	0	
2. Monthly Adjusted Actual Income	10000	2295	12295
3. Percentage of Shared Income			
Apply line 2 combined to Child Support Schedule	81.3%	18.7%	
4. Basic Child Support Obligation			1593
a. Work-Related Child care expenses Code FL,12-204(g)	2700	0	2700
b.Health Insurance Expenses Code FL,12-204(h)(1)	0	0	0
c. Extraordinary Medical Expenses Code FL,12-204(h)(2)	0	0	0
d. Cash Medical Support,Code, FL, 12-102(c)(3)(ii)	0	0	0
e. Additional Expenses	0	0	0
5. Total Child Support Obligation			4293
6. Each Parents Child Support Obligation (line 3 times line 5)	3490	803	
7. Recommended Child Support Obligation	0	803	
a. Income apportioned credit/debit from line 4.	0	0	
8. Recommended Child Support Order		803	

Comments or special adjustments, including any adjustment for certain third party benefits paid to or for the child of an obligor who is disabled, retired, or receiving benefits as a result of a compensable claim (see Code, Family Law Article, §12-204 (j).

Prepared by: Florian Tabaku, Esq.

Date: 5/19/2023

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Post October 1, 2020 Guidelines

my Social Security

Mohamed A. Ibrahim

Sign Out

Home > Earnings Record

Earnings Record

Review your Earnings Record

Your benefits are based on your earnings. If our records are wrong, you may not receive all the benefits to which you're entitled.

Use your own records to make sure our information is correct, and that we've recorded each year you worked. If you worked for more than one employer during any year, or if you had both earnings and self-employment income, we combined your earnings for the year.

- Review your earnings record carefully.
- Limits on Taxable Earnings for Social Security
- Why would earnings be missing from my record?

See something that doesn't match with your records? If there's a mismatch between your records and the earnings listed, contact us to request a correction.

Work Year	Taxed Social Security Earnings	Taxed Medicare Earnings
2024	$0	$0
2023	$0	$0
2022	$0	$0
2021	$0	$0
2020	$0	$0
2019	$0	$0
2018	$0	$0
2017	$0	$0
2016	$0	$0
2015	$2,790	$2,790
2014	$188	$188
2013	$610	$610

RECEIVED
JUN 06 2025
TOWSON MD SSA

(Appendix-13)

DHS Maryland DHS
MARYLAND DEPARTMENT OF HUMAN SERVICES
Box 81129
Austin, TX 78708-1129

>0002l7 4254736 000 001492
MOHAMED IBRAHIM
309 REDWOOD CIR
CATONSVILLE, MD 21228-5250

INDEPENDENCE Card

A Safe and Easy way to get your benefits!

Customer Service Call Center
1-800-997-2222

TTY (Telecommunications Relay Service for Hearing/Speech Impaired): 1-800-735-2258

Call the Customer Service Call Center or go to www.ConnectEBT.com immediately to report a lost, stolen or damaged card.

Vui lòng xem bản tiếng Việt và tiếng Nga ở mặt sau.

Пожалуйста, просмотрите на обратной стороне инструкцию на вьетнамском и русском языках.

THIS CARD CANNOT BE USED UNTIL YOU CALL THE CUSTOMER SERVICE CALL CENTER TO ACTIVATE. CALL 1-800-997-2222!

INDEPENDENCE *Card*

This card cannot be used until you call the Customer Service Call Center to activate.

1-800-997-2222

CALL NOW TO ACTIVATE YOUR CARD!

MOHAMED IBRAHIM

DHS MARYLAND DEPARTMENT OF HUMAN SERVICES

TREAT YOUR CARD LIKE MONEY. IT IS JUST AS VALUABLE!

1. **Know your benefit schedule.** Your card will not work unless you have benefits in your account. Your benefits are put into your account the same day each month.
2. **Know your balance.** Always save your last receipt and know your available balance before you do your shopping.
3. **Check your receipt.** When the cashier gives you your receipt, make sure the amount on the receipt is what you spent or withdrew.
4. **Where's your card?** Be sure to get your card back from the cashier and/or ATM.
5. **Protect your card.** Keep your card away from direct sunlight, magnets or electronic equipment.
6. **Call the Customer Service Call Center:**
   - To activate your card.
   - To select your Personal Identification Number (PIN).
   - To report your card lost, stolen or damaged.
   - If you forget your PIN or want to change your PIN.
   - If you have problems with your account or need assistance.

NO PODRÁ USAR ESTA TARJETA HASTA QUE LLAME AL CENTRO DE LLAMADAS DEL SERVICIO DE ATENCIÓN AL CLIENTE PARA ACTIVARLA. LLAME 1-800-997-2222!

1. Si esta es su primera tarjeta, llame al Centro de llamadas del servicio de atención al cliente para activarla y elegir un PIN.
2. Si esta es una tarjeta de reemplazo, llame para activarla. Puede conservar el mismo PIN o elegir uno nuevo. También puede elegir un PIN nuevo y solicitar una tarjeta de reemplazo en **www.ConnectEBT.com**.
3. Quite la etiqueta adhesiva de la tarjeta.
4. Firme la tarjeta al dorso.
5. Memorice su PIN. Nunca lo escriba en la tarjeta. Tampoco lleve su PIN consigo en la cartera o billetera.

TRATE LA TARJETA COMO SI FUERA DINERO. ¡TIENE EXACTAMENTE EL MISMO VALOR!

1. **Conozca el cronograma de sus beneficios.** La tarjeta no funcionará, a menos que tenga beneficios en su cuenta. Los beneficios se depositan en su cuenta el mismo día, cada mes.
2. **Conozca su saldo.** Guarde siempre el último recibo y, antes de hacer compras, averigüe su saldo disponible.
3. **Revise el recibo.** Cuando el cajero le de el recibo, asegúrese de que el monto del recibo coincida con lo que haya gastado o retirado.
4. **¿Dónde está su tarjeta?** Asegúrese de que el cajero le devuelva la tarjeta o de retirarla del cajero automático.
5. **Proteja su tarjeta.** Mantenga la tarjeta alejada de la luz solar directa, de imanes y de equipos electrónicos.
6. **Llame al Centro de llamadas del servicio de atención al cliente:**
   - Para activar la tarjeta.
   - Para seleccionar su número de identificación personal (PIN).
   - Para denunciar la pérdida, el robo o daño de la tarjeta.
   - Si olvida su PIN o desea cambiarlo.
   - Si tiene algún problema con su cuenta o necesita ayuda.

(Appendix - 13)

Maryland
Department of
Human Services

MARYLAND DEPARTMENT OF HUMAN SERVICES

TOWSON OFFICE
6401 YORK ROAD
BALTIMORE MD 21212

Correspondence Type: Approval
Correspondence Date: 02/13/2025
Program Name: SNAP
Case ID: 317710473
DHS Customer Call Center Number:
1-800-332-6347
Website info: mymdthink.maryland.gov/
TTY: 1-800-735-2258 or 7-1-1

MOHAMED IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON MD 21204

If you are a limited English speaker or you require reasonable accommodations for a disability or impairment, please notify a case manager.

Dear Mohamed Ibrahim,
We have made a decision regarding your application for programs received on 02/10/2025. This notice outlines our decision and what you can do.

What is our decision?

Program	Individual(s)	Decision Summary
Supplemental Nutrition Assistance Program (SNAP)	Mohamed Ibrahim	You are **approved** for SNAP beginning 02/10/2025. You will receive $44.00 for the period of 02/10/2025 - 02/28/2025. Beginning 03/01/2025, you will receive $63.00 per month.

What if you disagree with our decision?

If you disagree with our decision, there are several things you can do. You can:

1. Call us at the DHS Customer Call Center at 1-800-332-6347. Have this letter and your case number ready when you call.
2. Request a Fair Hearing. You have the right to ask us to review our decision at a Fair Hearing. Read the section on "Your Right to a Fair Hearing."

Where can you get more information?

Phoenix Health Services
5616 Park Heights Avenue
Baltimore, Maryland 21215

(Appendix 14)

Phoenix

[redacted]

Letter Verification of Homelessness

Date: 10/17/2023

To Whom It May Concern:

Please consider this letter to be a Verification of Treatment to certify that **Mohamed Ibrahim** is currently experiencing homelessness (defined in federal law as lacking a "fixed, regular, or adequate nighttime residence"). Documentation requirements such as proof of residency, copies of tax returns, bank statements, utility bills, etc should be waived in lieu of this letter verifying the individual's homelessness. This letter also confirms that the individual's condition of homelessness represents a disabling condition that substantially limits "major life activity" as defined in the federal Americans with Disabilities Act. Due to the disabling condition of homelessness, fees and other costs associated with acquiring forms of identification or other government services should be waived.

This letter also confirms that an appropriate mailing address (that is, a place where the individual can pick up official mail) is:

5616 Park Heights Avenue
Baltimore, Maryland 21215

Please feel free to reach out with any questions or if I can provide additional information regarding Phoenix Health Services. I am available Monday – Friday 9:00 AM to 5:00 PM by phone or email at (850) 339-1422 and mcrawford@phoenixhealthmd.com.

Respectfully,

Melanie Crawford, LCPC, LCADAS
Clinical Director

Helping People. Changing Lives.
Community Action PARTNERSHIP
Community Assistance Network, Inc.

Taxpayer ID-0823186

Westside Men's Emergency Shelter

Mailing Address:

55 Wade Avenue (Hamilton Building)
Catonsville, Maryland 21228
Office: (410) 887-4091 Fax: (410) 788-0480

LETTER OF SHELTER STAY

Date: 8/5/2022

To Whom It May Concern:

This letter serves as verification that Mr. Mohamed Ibrahim was referred to Our Agency, the Community Assistance Network (C.A.N) by the Department of Social Services, as a temporary Guest in the Baltimore County Westside Men's Shelter.

He has been a Guest from 8/4/2022 to current

For further question or concerns feel free to contact our office at the number listed above.

Sincerely,

Harriet Thomas (Intake Coordinator)
Shelter Manager/Designee

(Appendix—15)

BANK OF AMERICA

PO Box 653064
Dallas, TX 75265-3064

Payment Options

LV 0523 850 486 10844 #@01 AB 0.547

MOHAMED A IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON MD 21204-4518

Account(s) ending in
9523
Date
May 21, 2024

MOHAMED A IBRAHIM:

Please call us – we've closed and charged off your credit card and would like to let you know about options for paying your outstanding balance of $8,306.30.

We'd like to help – call us at your convenience to discuss which payment option will work best for you. You can reach us at 800.475.2025, Monday through Friday, 8 a.m. to 8 p.m., Eastern. Keep in mind, although your account has been charged off, you remain responsible for paying the balance.

We look forward to hearing from you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Bank of America and the Bank of America logo are registered trademarks of the Bank of America Corporation.
Bank of America, N.A. Member FDIC.

ANCCOLINF MBM_R1R7



BANK OF AMERICA

PO Box 653064
Dallas, TX 75265-3064

Payment Options

LV 0523 850 486 10843 #@01 AB 0.547

MOHAMED A IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON MD 21204-4518

Account(s) ending in
7684
Date
May 21, 2024

MOHAMED A IBRAHIM:

Please call us – we've closed and charged off your credit card and would like to let you know about options for paying your outstanding balance of $5,174.56.

We'd like to help – call us at your convenience to discuss which payment option will work best for you. You can reach us at 877.445.9289, Monday through Thursday, 8 a.m. to 9 p.m. and Friday, 8 a.m. to 5 p.m., Eastern. Keep in mind, although your account has been charged off, you remain responsible for paying the balance.

We look forward to hearing from you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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Bank of America, N.A. Member FDIC.

ANCCOLINF MBM_R1R7

BANK OF AMERICA

PO Box 653064
Dallas, TX 75265-3064

Payment Options

LV 0523 850 486 10845 #@01 AB 0.547

MOHAMED A IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON MD 21204-4518

Account(s) ending in
2007
Date
May 21, 2024

MOHAMED A IBRAHIM:

Please call us – we've closed and charged off your credit card and would like to let you know about options for paying your outstanding balance of $3,192.50.

We'd like to help – call us at your convenience to discuss which payment option will work best for you. You can reach us at 877.445.9289, Monday through Thursday, 8 a.m. to 9 p.m. and Friday, 8 a.m. to 5 p.m., Eastern. Keep in mind, although your account has been charged off, you remain responsible for paying the balance.

We look forward to hearing from you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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Bank of America, N.A. Member FDIC.

ANCCOLINF MBM_R1R7

(Appendix-15)

These accounts have been closed and are now in collections.

Please select an account to find out who to contact for more information.

Customized Cash Rewards Visa Signature - 7684	$5,174.56 Past due
Travel Rewards Visa Signature - 2007	$3,192.50 Past due
Unlimited Cash Rewards Visa Signature - 9523	$8,326.30 Past due

Please note: This is an attempt to collect a debt and any information obtained will be used for that purpose.

Investing involves risk. There is always the potential of losing money when you invest in securities. Asset allocation, diversification, and rebalancing do not ensure a profit or protect against loss in declining markets.

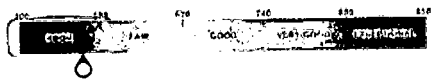
Bank of America, Merrill, their affiliates and advisors do not provide legal, tax or accounting advice. Clients should consult their legal and/or tax advisors before making any financial decisions.

Merrill offers a broad range of brokerage, investment advisory (including financial planning) and other services. Additional information is available in our Client Relationship Summary

FICO SCORE
The score lenders use.

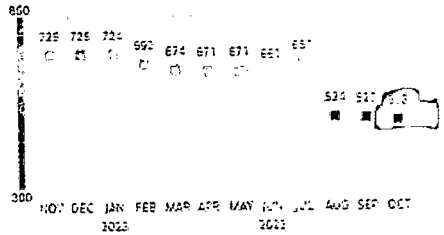
513

-7
Change



As of 10/20/2023 Updated monthly by TransUnion

FICO® Score History



Request your free annual credit report at www.annualcreditreport.com

The score provided here is FICO® Score 8, which is based on TransUnion® data and may differ from other FICO® Scores. Variations may also occur when your score is based on data from another consumer reporting agency or calculated at a different time. Bank of America and other lenders may use different scores and other information in credit decisions.

Score factors | FAQ | Learn More | Settings | Life Plan

Score Factors

What affects my FICO® Score?

Credit Control, LLC

Letter Date
07/04/2025

3300 Rider Trail S, Suite 500
Earth City, MO 63045
(877) 980-1040

Hours of Operation (ET):
M-TH 8a.m.-11p.m.
F 8a.m.-8p.m., SA 11a.m.-3p.m.

Your Account Information

Current Creditor: Bank of America, N.A.

Total Amount Due: $16,673.36

Reference #:	Account #:	Amount Due:
PRS23239116	##########9523	$8,306.30
PRS23397526	##########2007	$3,192.50
PRS23403937	##########7684	$5,174.56

WE ARE HERE TO HELP

Dear MOHAMED A IBRAHIM,

We would like to help you resolve your outstanding balance as quickly as your financial circumstances will allow.

Below is a guide that will give you an idea of some repayment options and how much will be needed to be paid monthly, over time, to pay your accounts in full. These amounts are based on your current balance owed and are estimated. Please call us prior to your final payment for an exact payoff amount.

- Make a one-time payment for the total amount due of $16,673.36
- Pay $1,389.45 for 12 months
- Pay $694.72 for 24 months
- Pay $463.15 for 36 months
- Pay $347.36 for 48 months
- Pay $277.89 for 60 months

Your payments will go towards the total Amount Due since no new interest or new fees will be assessed.

Knowing how to manage your money better has never been more important. Now you can take advantage of a free financial education tool created by Bank of America in partnership with the Khan Academy. Visit Bettermoneyhabits.com to start today.

If you wish to discuss additional repayment options, please contact us using any of the payment options below.

Payment Instructions

- Make a payment via our website at www.credit-control.com.
- Submit payment via U.S. mail to: PO BOX 546, HAZELWOOD MO 63042-0546.
  Please include your account number in the memo section of your check or money order.
- Call us toll-free at (877) 980-1040 to make payment arrangements. Calls are recorded and may be monitored.
  You may ask for Albert Bastian.

Please Read Important Disclosures

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose.

NOTICE: DISCLOSURES MAY CONTINUE ON THE REVERSE SIDE

CSCRCT03
PO BOX 1280
OAKS, PA 19456-1280
CHANGE SERVICE REQUESTED

0032 002335

MOHAMED A IBRAHIM
116 W PENNSYLVANIA AVE
TOWSON MD 21204-4518

BOOK: 48202 PAGE: 244

(Appendix - 16)

Tax Account Number: 08-0810000820

No Consideration
No Title Search
No Survey

QUIT CLAIM DEED

THIS DEED, made this 24 day of May, in the year of two thousand and twenty-three, by and between **ALLISON LYNN** and **MOHAMED IBRAHIM**, Husband and Wife, Grantors, parties of the first part, and **ALLISON LYNN**, Grantee, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said Grantors, **ALLISON LYNN** and **MOHAMED IBRAHIM**, do grant and convey unto **ALLISON LYNN**, as sole owner, and her heirs, personal representatives, successors and assigns, in fee simple, all that piece or parcel of land situate, lying and being in Baltimore County, Maryland, and described as follows, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 20, Block O, as shown on Plat entitled Plat Four, Section Six, Part of Block M-N-O-P-Q and Blocks S & T "Haverford," which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 23 folio 148.

The improvements thereon being known as 129 Hollow Brook Road, Lutherville-Timonium, MD 21093.

BEING that lot of ground which by Deed dated May 18, 2018, and recorded among the Land Records of Baltimore County in Liber 40309, folio 450, was granted and conveyed by DANIEL F. JACKSON, JR., unto ALLISON LYNN and MOHAMED IBRAHIM, said Grantors herein.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, said land and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereunto belonging or appertaining, unto and to the only proper use and benefit of

LR - Deed (No-Taxes)
Recording Fee 20.00 Pages
Name: LYNN
Ref:
LR - Deed (No-Taxes) 40.00
Surcharge
SubTotal: 60.00
Total: 60.00
07/05/2023 10:24 CC03-SL
#17383845 CC0301 -
Baltimore
County/CC03.01.05 -
Register 05

the said Grantee, as sole owner, her heirs, personal representatives, successors and assigns, in fee simple.

AS WITNESS the hand and seal of the said Grantors.

Witness

ALLISON LYNN (SEAL)
Grantor

Witness

MOHAMED IBRAHIM (SEAL)
Grantor

STATE OF MARYLAND,

COUNTY OF Baltimore, **to wit:**

On this 24th day of May, 2023, before me, appeared, ALLISON LYNN, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

As witness my hand and Notarial Seal.

TIMOTHY C. MARSHECK NOTARY PUBLIC HARFORD COUNTY MD MY COMMISSION EXPIRES AUGUST 26, 2023

Notary Public

My commission expires: 8.26.2023

STATE OF MARYLAND,

COUNTY OF Baltimore **to wit:**

On this 24th day of MAY, 2023, before me, appeared, MOHAMED IBRAHIM, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

As witness my hand and Notarial Seal.

TIMOTHY C. MARSHECK NOTARY PUBLIC HARFORD COUNTY MD MY COMMISSION EXPIRES AUGUST 26, 2023

Notary Public

My commission expires: 8.26.2023

CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney, duly admitted to practice before the Court of Appeals of Maryland.

Witness

Timothy C. Marsheck

AFFIDAVIT OF CONSIDERATION

I, TIMOTHY C. MARSHECK, HEREBY CERTIFY, under the penalties of perjury, that the actual consideration paid or to be paid for the foregoing conveyance, is in the sum total of Zero Dollars ($0.00).

Witness

Timothy C. Marsheck

AFFIDAVIT OF TOTAL PAYMENT

I, TIMOTHY C. MARSHECK, HEREBY CERTIFY, under the penalties of perjury, that the total payment for the foregoing conveyance, is in the sum total of Zero Dollars ($0.00). The total payment for income tax withholding purposes is Zero Dollars ($0.00). The total payment per Section 10-912 (b) of the Tax-General Article of the Annotated Code of Maryland is Zero Dollars ($0.00).

Witness

Affiant-Timothy C. Marsheck

After recording, please mail to:

Timothy C. Marsheck, Esq.
Marsheck Law, LLC
P.O. Box 0034
Bel Air, Maryland 21014
410.989.1387

BOOK: 48202 PAGE: 247

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

☒ Deed / Deed of Trust	☐ Mortgage / Lease	☐ Other	☐ Other

Conveyance Type Check Box

☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☒ Not an Arms-Length Sale [9]

Tax Exemptions (if applicable) or Explain Authority

Recordation	Md. Tax-Property Code Ann. § 12-108(d)
State Transfer	Md. Tax-Property Code Ann. § 13-207(a)(3)
County Transfer	Md. Tax-Property Code Ann. § 13-403(b)

Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration		
Transfer Tax Consideration		$
X ( )%	=	$
Less Exemption Amount	–	$
Total Transfer Tax	=	$
Recordation Tax Consideration		$
X ( ) per $500	=	$
TOTAL DUE		$

Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent: RS

Tax Bill: FY Pd

C.B.) Credit: PAID BY

Ag. Tax/Other: 6130

Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
08	0810000820	40309/ 00450	0061	0276	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
0000	20	O	6	0023/ 0148	12,276 SF

Location/Address of Property Being Conveyed (2): 129 HOLLOW BROOK RD, LUTHERVILLE-TIMONIUM MD 21093-3438

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ☒ or Non-Residential ☐ | Fee Simple ☒ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☒ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Allison Lynn Mohamed Ibrahim	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Allison Lynn	

New Owner's (Grantee) Mailing Address: 129 HOLLOW BROOK RD, LUTHERVILLE-TIMONIUM MD 21093-3438

Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Timothy C. Marsheck

Firm: Marsheck Law, LLC

Address: P.O. Box 0034, Bel Air, MD 21014

Phone: ( ) 410.989.1387

☒ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☒ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Transfer Number | Date Received:

	Year	20	20
Land			
Buildings			
Total			

TAX NOT REQUIRED
Treasury, Budget and Finance
BALTIMORE COUNTY, MARYLAND
Gen. Process Verification
Deed Reference:
Assigned Property No.:

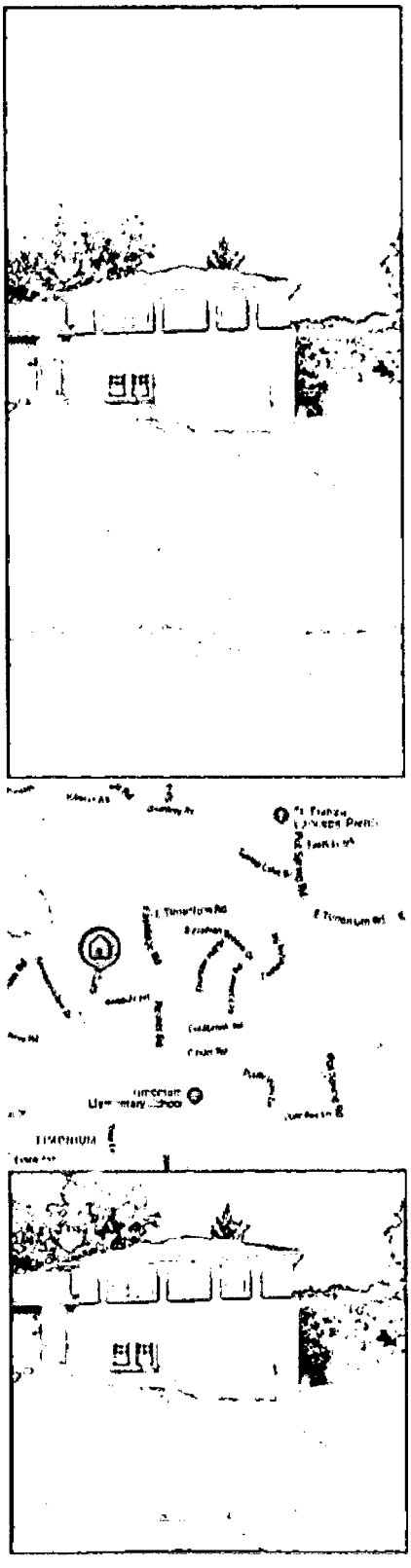
COUNTY TRANSFER TAX
Paid
Gen.
Zoning
Use
Total Cd.
Map
Grid
Parcel
SUBTITLE 2, 11-3-202
Sub
Plat
Section
Ex. Cd.
Block
Lot
Occ. Cd.
ART 11 TITLE 3
RECORDATION TAX
T.P. ART 12-108
Date 7/13/23

REMARKS:

(Appendix-16)

Zillow

Edit Save Sh



3 bd 3 ba 1,701 sqft

129 Hollow Brook Rd, Lutherville Timonium, MD 21093

Off market

Zestimate®: $524,100 Rent Zestimate®: $2,873

Est. refi payment: $3,090/mo Refinance your loan

Home value | Owner tools | Home details | Neighborhood details

Get pre-qualified for a loan

At Zillow Home Loans, we can pre-qualify you in as little a with no impact to your credit score.

Start now

An equal hous

Home value

Zestimate

$524,100

Zestimate range

$498,000 - $556,000

Last 30-day change

+ $520 (+0.1%)

Zestimate per sqft

$308

(Appendix-17)

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement ("Agreement") is entered into this 24th day of May, 2023, by and MOHAMED A. IBRAHIM ("Husband") and ALLISON L. LYNN ("Wife") (Husband and Wife are collectively referred to herein as the "parties" or "parties").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on the 22nd day of July, 2011, in Baltimore City, Maryland. Two (2) children were born to the parties as a result of their marriage, namely

Differences have arisen between the parties and they are now and have been since December 30, 2018, living separate and apart from one another in separate abodes, without cohabitation, with the purpose and intent of ending their marriage.

It is the mutual desire of the parties to this Agreement to formalize their separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights as to any and all of the property or estate of the other, the property owned by them jointly or as tenants by the entireties, and in all of their "marital property" as that term is defined by applicable Maryland law, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties hereto, Husband and Wife hereby covenant and agree as follows, all as of the effective date hereof.

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AGREEMENTS

1. Relinquishment of Marital Rights. The parties are as of the date of this Agreement and have been since December 30, 2018, living separate and apart. Such separation was undertaken as the final and deliberate act of each party with the specific intention and for the purpose of ending their marriage.

Since the date of separation, the parties have and will continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. Rights Incident to Marriage Relation and Rights as Surviving Spouse. Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other Party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the

other Party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other Party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Subtitle 2 of Title 8 of the Family Law Article of the Annotated Code of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other Party as if the parties at such time were unmarried.

3. Custody.

A. Legal Custody. Wife shall have sole legal custody of the minor children. Wife shall keep Husband apprised of legal custody decisions as they arise and upon Husband's request. The parties will revisit the legal custody of the minor children in six (6) months if the Husband has had consistent contact with the minor children during that time, and he has consistent contact with Wife regarding the welfare of the children.

B. Physical Custody. Wife shall have primary physical custody and residential custody of the parties' minor children subject to Husband's reasonable access from time to time as mutually agreed upon by the parties. Husband's reasonable access shall be supervised, non-overnight visitation unless otherwise agreed upon by the parties in writing.

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C. **Communication.** Unless otherwise agreed upon by the parties in writing, the parties mutually agree that all future communications between the parties shall be conducted via AppClose.

4. **Child Support.** The parties acknowledge that current circumstances prevent them from accurately calculating child support payments pursuant to the Maryland Child Support Guidelines and as such, each party is charged generally for the support and maintenance of the minor children.

Notwithstanding the above, nothing herein shall preclude either party from petitioning a Court of competent jurisdiction to modify the provisions of this paragraph upon the showing of a material change in circumstances.

As of the date of the Agreement herein, the parties mutually agree that neither party has accumulated any child support arrears.

5. **Alimony**.

A. **Husband's Waiver of Alimony**. In consideration of the covenants and agreements contained in this Agreement, Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, pendente lite, temporary and permanent. The provisions of this paragraph 5A. shall not be subject to modification by any court.

B. **Wife's Waiver of Alimony**. In consideration of the covenants and agreements contained in this Agreement, Wife releases and discharges Husband, absolutely and

forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, pendente lite, temporary and permanent. The provisions of this paragraph 5.B. shall not be subject to modification by any court.

6. Real Property.

A. Marital Home. The parties own, titled in the parties' names as tenants by the entireties, the improved premises known as 129 Hollowbrook Road, Lutherville-Timonium, Maryland 21093 ("the Home"). The Home is subject to a lien of mortgage with an approximate outstanding balance of Two Hundred, Eighty-Three Thousand, One Hundred and Eighty-Two Dollars and Seventeen Cents ($283,182.17). Wife is solely financially obligated to the aforesaid lien of mortgage.

Wife is residing in the Home and shall have exclusive use and possession of the same from the date of the parties' separation of December 30, 2018, up to and including the date upon which Husband conveys his right, title and interest in the Home to Wife as provided herein below.

Simultaneously herewith, Husband shall convey to Wife by virtue of a signed Quit Claim Deed all of his right, title and interest in the Home. As evidenced by his aforesaid act of executing said Deed, Husband expressly waives all his right, title and interest in the Home. Said Quit Claim Deed has been prepared by Wife's attorney and Wife shall incur any and all fees and expenses incurred as a result of the preparation and filing of the foregoing Quit Claim Deed.

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Until such time the Quit Claim Deed for the Home is recorded in the Land Records of Baltimore County, the parties mutually agree that Wife shall indemnify and hold Husband harmless from any and all liabilities in any way related to the Home including, but not limited to, property taxes, utility expenses, and internet and cable expenses, if any.

The parties mutually agree that Wife and Husband shall arrange for the Home to be appraised by the parties' respective licensed appraiser of each party's choosing within thirty (30) days from the date of Agreement herein. The parties shall use the average of the two (2) appraisals to calculate the value of the Home

In consideration of waiving all his right, title and interest in the Home, Wife shall provide directly to Husband within sixty (60) days from the date of the above referenced appraisal, Forty Percent (40%) of the "gross equity" in the Home. "Gross equity" shall be defined as the appraised value of the Home, less the outstanding lien of mortgage with an approximate balance of Two Hundred, Eighty-Three Thousand, One Hundred and Eighty-Two Dollars and Seventeen Cents ($283,182.17), and less the loan provided by Wife's father, namely Daniel R. Lynn, toward the purchase of the Home in the amount of Ninety Thousand Dollars ($90,000.00).

Wife shall make good-faith efforts to accommodate Husband's request that the foregoing Forty Percent (40%) of the "gross equity" in the Home be provided to Husband in cash; provided that the foregoing is not violative of any State or Federal laws nor public policy. The parties mutually agree that Husband shall incur any and all expenses associated with his request. In the event that Wife is unable to accommodate Husband's request, Wife shall provide Husband the foregoing sum via cashier's check.

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Both parties expressly waive any and all right of contribution from the other, respectively, for any and all expenses of the Home including, but not limited to, said expenses identified herein. Both parties agree not to pledge the Home as security for any loan nor to incur any debt or obligation that may be chargeable against the Home.

B. Real Property in Egypt. Wife expressly waives any and all right, title and interest she has or may have in any and all real property owned by the parties jointly and/or individually in Egypt. Wife shall execute any documents necessary to convey any right, title and interest she has or may have in any and all aforementioned real property within thirty (30) days of Husband presenting her with the same.

7. Personal Property.

A. Tangible Personal Property. Except as otherwise provided herein, all tangible personal property of the parties has been divided by the parties prior to the execution of this Agreement to their mutual satisfaction. Each shall hold as his or her sole and separate property such articles of tangible personal property as are now in his or her respective possession.

B. Bank Accounts and Other Accounts of Money. Husband and Wife each specifically waive any and all of their respective right, title and interest in any and all bank accounts and other accounts of money held by the other solely in their own name or jointly with any third person.

C. Automobiles and Automobile Insurance. Except as otherwise provided in this Agreement, each of the parties hereby waives all of his or her respective, right, title and interest, if any, in any and all automobiles owned by the other. Both parties agree to execute any

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and all documents that may be required in order to transfer said vehicle to the other party including, but not limited to, an MVA gift certificate form. Each party shall continue to be solely responsible for all expenses of such vehicles, including any loans which said vehicles secure, and shall indemnify and hold the other party harmless from any and all liabilities in any way related to the other party's ownership and/or use of said vehicles including, but not limited to, refinancing any and all loans of said vehicles into the party's sole name.

D. Intangible Personal Property. Except as otherwise provided in this Agreement, each of the parties hereby waives all of his or her respective, right, title and interest, if any, in any and all intangible personal property owned by the other.

E. Retirement, Pension and Deferred Compensation Funds, and Profit Sharing Funds.

1. Husband's Retirement Assets. Wife expressly waives any right under any Federal or State law as a spouse to participate as a payee or beneficiary of any interest in Husband's pension plan, profit-sharing plan, 401k, IRA, or any other form of retirement or deferred income plan including, but not limited to, any right Wife may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and the Wife hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of distribution or payment of any benefit at any time.

2. Wife's Retirement Assets. Husband expressly waives any right under any Federal or State law as a spouse to participate as a payee or beneficiary of any interest in Wife's pension plan, profit-sharing plan, 401k, IRA, or any other form of retirement or deferred income

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plan including, but not limited to, any right Husband may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and Husband hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of distribution or payment of any benefit at any time.

3. Execution of Documents. Each party shall, when requested to do so by the other party, execute such documents as may be necessary to effectuate the terms of this paragraph, within ten (10) days of being requested to do so.

8. **Health Insurance for Children.** Wife shall maintain health insurance for the minor children through her employer for so long as she is able at a reasonable cost.

9. Debts. The parties covenant and represent that, excepting as set forth elsewhere in this Agreement, they have not at any time incurred or contracted for any debt, charge or liability for which the other party may be liable, in any manner whatsoever, and each party agrees to indemnify, defend on demand and hold the other party harmless from and against any claim or liability arising out of the breach of such covenant and representations, whether or not such breach is intentional or unintentional, even if such breach arises by operation of law.

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from before and after the date of this

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Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

10. Taxes.

A. Tax Filings for the 2023 Tax Year and Future Filings. Unless otherwise agreed upon by the parties, the parties mutually agree to file their federal and state tax returns married, but filing separate, for the 2023 tax year. For 2024 and every subsequent tax year thereafter, the parties mutually agree to file their federal and state tax returns separately.

B. Taxes Relating to Real Property Located in Egypt. Husband shall indemnify and hold Wife harmless from any and all tax and legal claims arising from the purchase, ownership and/or sale of real property located in Egypt titled in the parties' names individually and/or jointly.

11. Mediation. Prior to instituting any future court action, except to enforce the terms of this Agreement and except if based upon an emergency situation, the parties agree to first attend mediation for one (1), three (3) hour session to attempt to amicably resolve their differences. The mediator shall be selected by mutually agreement by the parties. The cost of any necessary mediation services shall be equally divided by the parties. However, if after the moving party requests, in writing, that the other party return to mediation and that party refuses, then the moving party may institute appropriate court action and the uncooperative party shall be deemed in breach of this Agreement.

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12. Independent Counsel/Voluntary Nature of Agreement and Waiver of Financial Disclosure. The parties acknowledge and covenant to each other that they are entering into this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented or was informed that he or she had the right to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party. The parties hereby acknowledge that Timothy C. Marsheck, Esquire, of Marsheck Law, LLC, has provided legal representation and advice to Wife in connection with the parties' separation and the drafting of this Agreement, and that Florian E. Tabaku, Esquire, of The Law Office of James E. Crawford, Jr. & Associates, LLC, has provided legal representation and advice to Husband in connection with the parties' separation and the drafting of this Agreement

The parties have satisfied themselves that they have independent knowledge and full disclosure of all assets and liabilities, whether joint or separate. The parties hereby acknowledge that they have a right to seek discovery on all financial issues between them, and hereby agree to waive their respective right to compel the other party to provide discovery on all financial issues concerning the domestic case. The parties enter into this waiver with complete knowledge of

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their absolute right to compel discovery on the financial issues as advised by their respective counsel.

13. Releases.

A. Mutual General Release and Hold Harmless. Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity (including but not limited to claims of contribution for payments made at any time for or on behalf of the children), which either of the parties ever had or now has against the other, known and unknown, except any and all causes of action for divorce by reason of the voluntary separation under this Agreement, or living apart for the statutory requisite period.

B. Specific Release of Rights Arising Under Maryland Family Law Code, Title 8, Subtitle 2. Except as otherwise provided in this Agreement, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands and interests arising under Subtitle 2 of Title 8 of the Family Law Article of the Annotated Code of Maryland (the "Marital Property Act"), including but not limited to any claim to use and possession of the family home, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

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C. Counsel Fees. Except as otherwise provided herein, each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Husband and 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 and 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.

14. Reservation of Grounds For Divorce. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved.

15. Cost of Uncontested Divorce. The parties agree to divide all court costs incurred in connection with an uncontested divorce, including any Magistrate's Fee.

16. Social Security Benefits. Notwithstanding any other provision of this Agreement, each Party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from this marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.

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17. Prior Agreements. Except as otherwise provided in this Agreement, upon execution of this Agreement by the parties, all prior agreements, whether oral or in writing, between the parties, shall be considered null and void.

18. Incorporation of Agreement Upon Issuance of Judgment of Divorce/ Enforceability in Absence of Incorporation/No Merger. With the approval of any court of competent jurisdiction granting the parties a divorce, this Agreement shall be incorporated in such decree or judgment of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision hereof, in such decree or judgment then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

Regardless of whether this Agreement or any part thereof is incorporated into any decree or judgment, the same shall not be merged therein, but this Agreement, and all the terms thereof, shall continue to be independently binding upon and enforceable against the parties and their respective heirs, personal representatives, and assigns.

19. No Tax Advice. The parties acknowledge that they have been advised by this paragraph that there may be certain tax consequences pertaining to this Agreement, that no attorney has furnished tax advice with respect to this Agreement, that each party has been directed and advised by this agreement to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement and that they have had the opportunity to do so.

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20. Miscellaneous.

A. Further Assurances. Each of the parties agrees to execute such other and further instruments and to perform such acts as reasonably may be required to effectuate the purposes of this Agreement.

B. Gender. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice versa, where appropriate.

C. Integration. This Agreement contains the entire understanding between the parties. There are no agreements, understandings or representations between the parties, oral or written, as to any matter relating to their marriage, the dissolution thereof and/or their obligations to each other, except as contained herein. Accordingly, and without limitation, any and all prior negotiations, discussions, proposals and/or agreements between them are integrated and merged into this Agreement and its express terms only shall control the parties' rights and obligations from the date hereof forward.

D. Amendment, Modification and Waiver. No modification, amendment or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties. No waiver of any performance required hereby shall be deemed to constitute or imply any future waiver of performance.

E. Interpretation of Agreement. No provision of this Agreement shall be interpreted for or against any party hereto by reason that party or his or her legal representative drafted all or any part hereof.

F. Indemnification in Case of Breach. Any party who fails to comply with the 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 attorneys fees.

G. Controlling Law. This Agreement and all of its provisions shall be interpreted in accordance with the laws of the State of Maryland.

H. Successors and Assigns Bound. As to these covenants and promises, except as limited by the express terms hereof, the parties hereto severally bind themselves, their heirs, personal representatives, successors and assigns.

I. Headings. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for convenience of reference and do not constitute a part of the Agreement, nor shall they effect the meaning, construction or interpretation of any of the paragraphs of the Agreement.

J. Duplicate Originals. This Agreement shall be executed in duplicate or more copies and each executed copy shall have the same force and effect as if it were the original copy.

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IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Witness _____ Mohamed (SEAL)
MOHAMED A. IBRAHIM

Witness _____ _____ (SEAL)
ALLISON L. LYNN

STATE OF MARYLAND, Baltimore County TO WIT:

I hereby certify that on this 24th day of May, 2023, before me, the subscriber, a Notary Public in and for State and County/City aforesaid, personally appeared **MOHAMED A. IBRAHIM** and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his voluntary act and deed and that he has full understanding thereof.

As witness my hand and Notarial Seal.

_____
Notary Public

My commission expires: 8.26.2023

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STATE OF MARYLAND, Baltimore County, TO WIT:

I hereby certify that on this 24th day of May, 2023, before me, the subscriber, a Notary Public in and for the State and County/City aforesaid, personally appeared ALLISON L. LYNN and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her voluntary act and deed and that she has full understanding thereof.

As witness my hand and Notarial Seal.

Timothy C. Mase
Notary Public

My commission expires: 8.26.2023

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(Appendix - 18)

Dulaney Title & Escrow, LLC
File No. 18-P-141
Tax ID # 13-16-3582-005

CITY OF BALTIMORE MARYLAND
Bureau of Revenue Collections
Recordation Tax Paid

6/11/18 (Date) | 1802675 (Transaction #) | $1450 (Amount)

Authorized Signature

This Deed, made this 30th day of May, 2018, by and between

Allison L. Lynn, party of the first part, Grantor;

and

EAC Investments, LLC, a Maryland Limited Liability Company, party of the second part, Grantee.

- Witnesseth -

That for and in consideration of the sum of One Hundred Forty-Five Thousand And 00/100 Dollars ($145,000.00), the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said EAC Investments, LLC, in fee simple, all that lot of ground situate in the City of Baltimore, State of Maryland and described as follows, that is to say:

BEGINNING for the same on the westernmost side of Falls Road at the distance of 67 feet 3 inches northerly from the northwest corner of Merryman Avenue and the Falls Road and at the center of a partition wall there situate thence northerly binding on the westernmost side of the Falls Road 14 feet to the center of another partition wall there situate; thence westerly through the center of said last mentioned partition wall and continuing the same course in all 95 feet to the east side of a 15 foot alley there situate; thence southerly binding on the east side of said alley 14 feet and thence easterly in a straight line and through the center of said first mentioned partition wall 95 feet to the place of beginning.

THE IMPROVEMENTS thereon being known as 4008 Falls Road. - 3578

BEING the same property which, by Deed dated April 13, 2007, and recorded among the Land Records of the City of Baltimore, State of Maryland, in Liber No. 9372, folio 637, was granted and conveyed by Scott A. Brogan-Wilson unto Allison L. Lynn.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

As Witness the hand and seal of said Grantor, the day and year first above written.

WITNESS:

Allison L. Lynn {Seal}

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I hereby certify that on this 30th day of May, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Allison L. Lynn, the Grantor herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

W. ANDREW MILLER
Notary Public-Maryland
Baltimore County
My Commission Expires
January 12, 2022

Notary Public
My commission expires: 1/12/22

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Wayne S. Goddard, Attorney

AFTER RECORDING, PLEASE RETURN TO:
Dulaney Title & Escrow, LLC
809 Gleneagles Court
Suite 118
Towson, MD 21286

CERTIFICATION OF EXEMPTION FROM WITHHOLDING UPON DISPOSITION OF MARYLAND REAL ESTATE

AFFIDAVIT OF RESIDENCY OR PRINCIPAL RESIDENCE

File Number: 18-P-141

Property: 4008 Falls Road, Baltimore, MD 21211

Based on the certification below, Transferor claims exemption from the tax withholding requirements of § 10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residency or certification that the transferred property is the transferor's principal residence.

1. Transferor Information
Name of Transferor: Allison L. Lynn

2. Reason for Exemption	
Resident Status	☒ I, Transferor, am a resident of the State of Maryland. ☐ Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article. I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Allison L. Lynn
Name

Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By:

Name

Title

LR - Deed (w Taxes)
Recording only ST20.00
Name: ALLISON L.
LYNN/EAC INVESTMENTS
LLC
Ref: 4008 FALLS RD
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 725.00
LR - NR Tax - 1kd 0.00

SubTotal: 785.00

Total: 900.00
06/29/2018 02:33
CC24-TB
#10602728 CC0801 -
Baltimore City
Mitchell/CC08.01.06 -
Register 06

SEL
ar
ah

3578 RE

2018 JUN 29 PM 2:33

3079

BOOK: 20289 PAGE: 63

State of Maryland Land Instrument Intake Sheet

☒ Baltimore City ☐ County: _____

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

1	Deed	☐	Mortgage	☐	Other _____	☐	Other _____
2	Deed of Trust	☐	Lease	☐	_____	☐	_____

2 Conveyance Type Check Box

X	Improved Sale Arms-Length *[1]*	☐	Unimproved Sale Arms-Length *[2]*	☐	Multiple Accounts Arms-Length *[3]*	☐	Not an Arms-Length Sale *[9]*

☐ Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 145,000.00	Transfer Tax Consideration	$
Any New Mortgage	$ 165,000.00	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount -	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
Full Cash Value:	$	X ( ) per $500 =	$
		TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$ 75.00
Surcharge	$ 40.00	$ 40.00
State Recordation Tax	$ 1,650.00	$
State Transfer Tax	$ 725.00	$
County Transfer Tax	$ 2,175.00	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
	13-16-3582-005	9372 / 637			☐ (5).

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
				9372/637	

Location/Address of Property Being Conveyed (2)

4008 Falls Road, Baltimore, MD 21211

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential [X] or Non-Residential [ ] | Fee Simple [X] or Ground Rent [ ] | Amount: N/A

Partial Conveyance? [ ] Yes [X] No | Description/Amt. of SqFt/Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Allison L. Lynn	EAC Investments, LLC
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	Doc. 2 – Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
EAC Investments, LLC	Lyndon H. Sentz

New Owner's (Grantee) Mailing Address

9923 Hoyt Circle, Randallstown, MD 21133

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Mike Vaira

Firm Dulaney Title & Escrow, LLC

Address: 809 Gleneagles Court, Suite 118

Towson, MD 21286 Phone: (410) 832-5522

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Yes [X] No Will the property being conveyed be the grantee's principal residence?

Settlement Statement

U.S. Department of Housing and Urban Development
OMB Approval No. 2502-0265

FINAL

B. Type of Loan
1. ☐FHA 2. ☐FmHA 3. ☐Conv. Unins. 4. ☐VA 5. ☐Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
18-P-141		

Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 05/29/2018 at 15:56 WAM

C. NAME OF BORROWER: EAC Investments, LLC
ADDRESS:
NAME OF SELLER: Allison L. Lynn
ADDRESS:
NAME OF LENDER: Lyndon H. Sentz
ADDRESS: 211 Reading Road, East Earl, PA. 17519
PROPERTY ADDRESS: 4008 Falls Road, Baltimore, MD 21211

H. SETTLEMENT AGENT: Dulaney Title & Escrow, LLC
PLACE OF SETTLEMENT: 809 Gleneagles Court, Suite 118, Towson, MD 21286
I. SETTLEMENT DATE: 05/30/2018

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	145,000.00	401. Contract sales price	145,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	19,706.39	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 05/30/18 to 06/30/18	293.61	406. City/town taxes 05/30/18 to 06/30/18	293.61
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	165,000.00	420. GROSS AMOUNT DUE TO SELLER	145,293.61
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans	165,000.00	502. Settlement charges to seller (line 1400)	2,285.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan Guidant Financial	
205.		505.	
206.		506.	
207.		507. Payoff of Fourth Mortgage Loan Guidance Residential	132,253.22
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	165,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	134,538.22
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	165,000.00	601. Gross amount due to seller (line 420)	145,293.61
302. Less amounts paid by/for borrower (line 220)	165,000.00	602. Less reduction amount due seller (line 520)	134,538.22
303. CASH FROM BORROWER	0.00	603. CASH TO SELLER	10,755.39

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent (Fed. Tax ID No: _____) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ SELLER(S) SIGNATURE(S): _____

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (W)

SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 05/29/2018 at 15:56 WAM

SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $145,000.00 =			
Division of commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at Settlement			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Doc Prep	to Goddard & Associates, LLC	650.00	
807. Loan Placement Fee	to Goddard Companies, LLc & Andrew Miller	3,300.00	
808.			
809. Construction Escrow		9,720.59	
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	to @$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to H.U. Dove Insurance	1,063.80	
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ $ 88.65 /mo		
1002. Mortgage Insurance	mo. @ $ /mo		
1003. City Property Taxes	mo. @ $ 279.09 /mo		
1004. County Property Taxes	mo. @ $ /mo		
1005. Annual Assessments	mo. @ $ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Dulaney Title & Escrow, LLC	200.00	
1102. Abstract or title search	to TITLE WAVE	220.00	
1103. Title examination	to Dulaney Title & Escrow, LLC	175.00	
1104. Title insurance binder	to Dulaney Title & Escrow, LLC	175.00	
1105. Document Preparation	to Dulaney Title & Escrow, LLC	275.00	
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No:	)		
1108. Title Insurance		967.00	
(includes above items No:	)		
1109. Lender's Policy	165,000.00 - 528.00		
1110. Owner's Policy	165,000.00 - 439.00		
1111. ICL Fee	to Chicago Title Insurance Company	25.00	
1112. Seller Review Bk/FC/Judgement	to Dulaney Title & Escrow, LLC		
1113. Costs/Judgmts/Mail/Trav/Liens	to PropInsight/Fed Ex/Director of Fin./DTE/AM	200.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed $ 60.00	; Mortgage $ 115.00 ; Release $	175.00	
1202. State Recordation Tax	Deed $ 1,650.00 ; Mortgage $	925.00	725.00
1203. State Transfer Tax	Deed $ 725.00 ; Mortgage $	362.50	362.50
1204. City Transfer Tax	Deed $ 2,175.00 ; Mortgage $	1,087.50	1,087.50
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey			
1302. Pest Inspection			
1303. Release Procure Prep & Record	to Dulaney Title & Escrow, LLC		100.00
1304. Walk through hand recording	to MCV, LLC and Andrew Miller	120.00	
1305. Lien Sheet	to Director of Finance / DTE	55.00	
1306. Secure Document Archive	to Dulaney Title & Escrow, LLC	10.00	10.00
1307.			
1308.			
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	19,706.39	2,285.00

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement. I agree to further adjustments in the event of errors or omissions and indemnify and hold harmless Settlement Agent against such error or omissions.

EAC Investments, LLC

By: Eric Clash, Managing Member

Allison L. Lynn

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

5-30-18

(Appendix—19)

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	05/16/2018	**Borrower**	ALLISON LYNN 4008 FALLS RD BALTIMORE, MD 21211	**Loan Term**	30 years
Closing Date	05/18/2018			**Purpose**	Purchase
Disbursement Date	05/18/2018			**Product**	Fixed Rate
Settlement Agent	American Land Company	**Seller**	Daniel f. Jackson Jr 129 HOLLOW BROOK ROAD LUTHERVILLE TIMONIUM, MD 21093		
File #	18-12442			**Loan Type**	☒ Conventional ☐ FHA ☐ VA ☐ _____
Property	129 HOLLOW BROOK ROAD, LUTHERVILLE TIMONIUM, MD 21093	**Lender**	Guidance Residential, LLC	**Loan ID #**	10000042416-50
Sale Price	$399,900.00			**MIC #**	

Loan Terms

		Can this amount increase after closing?
Loan Amount	$309,900	**NO**
Interest Rate	4.625%	**NO**
Monthly Principal & Interest *See Projected Payments below for your Estimated Total Monthly Payment*	$1,593.32	**NO**
		Does the loan have these features?
Prepayment Penalty		**NO**
Balloon Payment		**NO**

Projected Payments

Payment Calculation	**Years 1-30**
Principal & Interest	$1,593.32
Mortgage Insurance	+ 0
Estimated Escrow *Amount can increase over time*	+ 407.87
Estimated Total Monthly Payment	$2,001.19

Estimated Taxes, Insurance & Assessments	$407.87 a month	**This estimate includes**	**In escrow?**
Amount can increase over time		☒ Property Taxes	**YES**
See page 4 for details		☒ Homeowner's Insurance	**YES**
		☒ Other: LLC Fee	**YES**
		See Escrow Account on page 4 for details. You must pay for other property costs separately.	

Costs at Closing

Closing Costs	$17,539.94	Includes $5,969.57 in Loan Costs + $11,570.37 in Other Costs - $0.00 in Lender Credits. *See page 2 for details.*
Cash to Close	$102,398.26	Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

Closing Cost Details

Loan Costs

		Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid by Others
A. Origination Charges		**$3,410.62**				
01 0.683% of Loan Amount (Points)		$2,116.62				
02 Admin/Commitment Fee		$465.00				
03 Application Fee			$99.00			
04 Processing Fee		$390.00				
05 Underwriting Fee		$340.00				
06						
07						
08						
B. Services Borrower Did Not Shop For		**$552.45**				
01 Appraisal Fee	to eValuationZone	– $60.00	$485.00			
02 Flood Certification Fee	to CoreLogic	$11.50				
03 Tax Related Service Fee	to CoreLogic	$80.00				
04 VOE Fee	to The Work Number	$35.95				
05						
06						
07						
08						
09						
C. Services Borrower Did Shop For		**$2,006.50**				
01 Title - Abstract Title Search	to Chicago Title Insurance Company	$137.50				
02 Title - Closing Protection Ltr (CPL)	to Chicago Title Insurance Company	$30.00				
03 Title - Judgment report	to American Land Title	$75.00				
04 Title - Lender's Title Insurance	to Chicago Title Insurance Company	$974.00				
05 Title - lien Cert	to American Land Title	$40.00				
06 Title - Settlement or Closing Fee	to American Land Title Corporation	$750.00				
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		**$5,969.57**				
Loan Costs Subtotals (A + B + C)		$5,385.57	$584.00			

Other Costs

			Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid by Others
E. Taxes and Other Government Fees			**$4,909.00**				
01 Recording Fees	Deed: $60.00	Mortgage: $60.00	$251.50				
02 City/County Tax/Stamps			$3,660.00		$3,990.00		
03 State Tax/Stamps			$997.50		$997.50		
F. Prepaids			**$3,831.63**				
01 Homeowner's Insurance Premium (12 mo.) to Liberty Mutual			$1,054.00				
02 Mortgage Insurance Premium (mo.)							
03 Prepaid Interest ($39.81 per day from 05/18/18 to 06/01/18)			$557.39				
04 Property Taxes (6 mo.) to 2018 July Installment			$2,220.24				
05							
G. Initial Escrow Payment at Closing			**$815.74**				
01 Homeowner's Insurance	$87.83 per month	for 3 mo.	$263.49				
02 Mortgage Insurance	per month	for mo.					
03 Property Taxes	$320.04 per month	for 2 mo.	$640.08				
04							
05							
06							
07							
08 Aggregate Adjustment			– $87.83				
H. Other			**$2,014.00**				
01 location drawing	to Hopkins Engineering		$240.00				
02 RE Commission pd at settlement	to Keller Williams Legacy		$395.00				
03 Title - Owners Title Ins (optional)	to Chicago Title Insurance Company		$1,379.00				
04							
05							
06							
07							
08							
I. TOTAL OTHER COSTS (Borrower-Paid)			**$11,570.37**				
Other Costs Subtotals (E + F + G + H)			$11,570.37	$0.00			

J. TOTAL CLOSING COSTS (Borrower-Paid)	**$17,539.94**				
Closing Costs Subtotals (D + I)	$16,955.94	$584.00	$4,987.50	$0.00	
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	$20,521	$17,539.94	YES • See **Total Loan Costs (D)** and **Total Other Costs (I)**
Closing Costs Paid Before Closing	$0	– $584.00	YES • You paid these Closing Costs **before closing**
Closing Costs Financed (Paid from your Loan Amount)	$0	$0	NO
Down Payment/Funds from Borrower	$90,000	$90,000.00	NO
Deposit	$0	– $4,000.00	YES • You **increased** this payment. See Deposit in **Section L**
Funds for Borrower	$0	$0	NO
Seller Credits	$0	– $1,000.00	YES • See Seller Credits in **Section L**
Adjustments and Other Credits	$442	$442.32	NO
Cash to Close	$110,963	$102,398.26	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION		
K. Due from Borrower at Closing		**$417,300.50**
01 Sale Price of Property		$399,900.00
02 Sale Price of Any Personal Property Included in Sale		
03 Closing Costs Paid at Closing (J)		$16,955.94
04		
Adjustments		
05		
06		
07		
Adjustments for Items Paid by Seller in Advance		
08 City/Town Taxes	to	
09 County Taxes	05/18/48 to 06/30/18	$444.56
10 Assessments	to	
11		
12		
13		
14		
15		
L. Paid Already by or on Behalf of Borrower at Closing		**$314,902.24**
01 Deposit		$4,000.00
02 Loan Amount		$309,900.00
03 Existing Loan(s) Assumed or Taken Subject to		
04		
05 Seller Credit		$1,000.00
Other Credits		
06		
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12 City/Town Taxes	to	
13 County Taxes	to	
14 Assessments	05/07/18 to 05/18/18	$2.24
15		
16		
17		
CALCULATION		
Total Due from Borrower at Closing (K)		$417,300.50
Total Paid Already by or on Behalf of Borrower at Closing (L)		– $314,902.24
Cash to Close ☒ From ☐ To Borrower		**$102,398.26**

SELLER'S TRANSACTION		
M. Due to Seller at Closing		**$400,344.56**
01 Sale Price of Property		$399,900.00
02 Sale Price of Any Personal Property Included in Sale		
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09 City/Town Taxes	to	
10 County Taxes	05/18/48 to 06/30/18	$444.56
11 Assessments	to	
12		
13		
14		
15		
16		
N. Due from Seller at Closing		**$5,989.74**
01 Excess Deposit		
02 Closing Costs Paid at Closing (J)		$4,987.50
03 Existing Loan(s) Assumed or Taken Subject to		
04 Payoff of First Mortgage Loan		
05 Payoff of Second Mortgage Loan		
06		
07		
08 Seller Credit		$1,000.00
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14 City/Town Taxes	to	
15 County Taxes	to	
16 Assessments	05/07/18 to 05/18/18	$2.24
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing (M)		$400,344.56
Total Due from Seller at Closing (N)		– $5,989.74
Cash ☐ From ☒ To Seller		**$394,354.82**

Additional Information About This Loan

Loan Disclosures

Assumption
If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature
Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment
If your payment is more than *15* days late, your lender will charge a late fee of *5.000 percent of the late payment or $50.00, whichever is less.*

Negative Amortization (Increase in Loan Amount)
Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments
Your lender

☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest
You are granting a security interest in
the real property located at: 129 HOLLOW BROOK ROAD, LUTHERVILLE TIMONIUM, MD 21093

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account
For now, your loan

☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	$5,119.44	Estimated total amount over year 1 for your escrowed property costs: *Homeowners Insurance, County Property Tax, LLC Fee*
Non-Escrowed Property Costs over Year 1	$0.00	Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	$815.74	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	$426.62	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not require or offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,
Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	$580,120.89
Finance Charge. The dollar amount the loan will cost you.	$268,569.39
Amount Financed. The loan amount available after paying your upfront finance charge.	$305,024.54
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.746%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	85.270%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at **www.consumerfinance.gov/mortgage-closing**

Other Disclosures

Contract Details
See your note and security instrument for information about
- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

☐ state law does not protect you from liability for the unpaid balance.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Guidance Residential, LLC		KELLER WILLIAMS LEGACY	EXP REALTY, LLC	American Land Company
Address	11107 Sunset Hills Rd, Suite 200 RESTON, VA 20190		1515 REISTERSTOWN PIKESVILLE, MD 21208	137 NATIONAL PLAZA 300 NATIONAL HARBOR, MD 20745	16 WILLOW AVENUE TOWSON, MD 21286
NMLS ID	2908		3064570	74197	
MD License ID	12927		26628	34920	
Contact	Tahir Nisar 11-CS-Corp		ANNIE STONE	TRENT GLADSTONE	Betsy/STACY
Contact NMLS ID	1416650		NOT PROVIDED	NOT PROVIDED	
Contact MD License ID	1416650		651800	533787	
Email	tahir.nisar@guidanceresidential.com		annie@mykeyhometea	trentgladstone@gmail.com	sgillispie@altitlecorp.com
Phone	(866) 484-3262 Ext 1816		(410) 980-7225	(410) 456-9466	(410) 825-2582

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

ALLISON LYNN Date

(Appendix – 20)

APPRAISAL OF REAL PROPERTY



LOCATED AT
129 HOLLOW BROOK RD
LUTHERVILLE TIMONIUM, MD 21093
MAP: 61 LOT: 20 BLOCK: O SUB SECTION: 6 DIST: 8

FOR
MARSHECK LAW, LLC
P.O. BOX 0034BEL AIR, MD 21014

OPINION OF VALUE
440,000

AS OF
MAY 26, 2023

BY
KELLY CAMMARATA
RICK ROBINSON APPRAISAL SERVICES

FannieMae

Richard Robinson Appraisal Services (410) 592-5444

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. 0000453

THIS SUMMARY APPRAISAL REPORT IS INTENDED FOR USE BY THE LENDER/CLIENT FOR A MORTGAGE FINANCE TRANSACTION ONLY.

SUBJECT

Property Address 129 HOLLOW BROOK RD City LUTHERVILLE TIMONIUM State MD Zip Code 21093
County BALTIMORE
Legal Description MAP: 61 LOT: 20 BLOCK: O SUB SECTION: 6 DIST: 8
Assessor's Parcel No. 04080810000820 Tax Year 2023 R.E. Taxes $ 4,686 Special Assessments $ N/A
Borrower N/A Current Owner ALLISON LYNN & MOHAMED IBRAHIM Occupant X Owner Tenant Vacant
Neighborhood or Project Name HAVERFORD Project Type PUD Condominium HOA $ 0 /Mo.
Sales Price $ N/A Date of Sale 5-26-23 (INSP.) Description / $ amount of loan charges/concessions to be paid by seller N/A
Property rights appraised X Fee Simple Leasehold Map Reference 12580 Census Tract 4086.01

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

								Single family housing PRICE $(000)	AGE (yrs)	Condominium housing PRICE (if applic.) $(000)	AGE (yrs)
Location	Urban	X Suburban	Rural	Property values	Increasing	X Stable	Declining	285 Low	61	N/A Low	
Built up	X Over 75%	25-75%	Under 25%	Demand/supply	X Shortage	In balance	Over supply	569 High	69	High	
Growth rate	Rapid	X Stable	Slow	Marketing time	X Under 3 mos.	3-6 mos.	Over 6 mos.	Predominant		Predominant	

Neighborhood boundaries SUBJECT IS LOCATED EAST OF 83, NORTH OF 695 AND JUST SOUTH OF E TIMONIUM RD. IN THE TIMONIUM AREA OF BALTO CO. THE AREA CONSISTS OF SPLIT LEVELS AND RANCHERS ON AVERAGE SIZE LOTS. GOOD ACCESS TO ALL AMENITIES VIA YORK & TIMONIUM RD.

390 63

SITE

Dimensions 129' X 78' X 126' X 134' Site area .28 ACRE Shape RECTANGULAR
Specific zoning classification and description DR 5.5
Zoning compliance X Legal Legal nonconforming (Grandfathered use) Illegal, attach description No zoning
Highest and best use of subject property as improved (or as proposed per plans and specifications): X Present use Other use, attach description.

Utilities	Public	Other		Public	Other	Off-site Improvements	Type	Public	Private
Electricity	X		Water	X		Street	MACADAM	X	
Gas	X		Sanitary sewer	X		Alley	GRASS	X	

Are there any apparent adverse site conditions (easements, encroachments, special assessments, slide areas, etc.)? Yes X No If Yes, attach description.

IMPROVEMENTS

Source(s) used for physical characteristics of property: X Interior and exterior inspection Exterior inspection from street Previous appraisal files
MLS X Assessment and tax records Prior inspection X Property owner Other (Describe):
No. of Stories 2 Type (Det./Att.) DET. Exterior Walls BRICK/VINYL Roof Surface ASPHALT Manufactured Housing Yes X No
Does the property generally conform to the neighborhood in terms of style, condition and construction materials? X Yes No If No, attach description.
Are there any apparent physical deficiencies or conditions that would affect the soundness or structural integrity of the improvements or the livability of the property?
Yes X No If Yes, attach description.
Are there any apparent adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property? Yes X No If Yes, attach description.

QUANTITATIVE SALES COMPARISON ANALYSIS

I researched the subject market area for comparable listings and sales that are the most similar and proximate to the subject property.
My research revealed a total of 15 sales ranging in sales price from $ 335,000 to $ 532,000
My research revealed a total of 1 listings ranging in list price from $ 399,999 to $ 399,999
The analysis of the comparable sales below reflects market reaction to significant variations between the sales and the subject property.

FEATURE	SUBJECT	SALE 1		SALE 2		SALE 3	
Address	129 HOLLOW BROOK RD LUTHERVILLE TIMONIUM, MI	13 EDGEMOOR RD LUTHERVILLE TIMONIUM, MD 2		136 SPRINGSIDE DR LUTHERVILLE TIMONIUM, MD 2		136 HOLLOW BROOK RD LUTHERVILLE TIMONIUM, MD 2	
Proximity to Subject		0.32 MILES W		0.03 MILES SW		0.05 MILES SE	
Sales Price	$ N/A	$ 440,000		$ 447,000		$ 467,000	
Price/Gross Living Area	$ /.	$ 407.41 /.		$ 358.17 /.		$ 374.20 /.	
Data & Verification Sources	INSPECTION	AGENT/MRIS/TAX RECORD		EXT. INSP./MRIS/TAX RECORD		EXT. INSP./MRIS/TAX RECORD	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Sales or Financing Concessions	N/A	NO SUBSIDY CASH		NO SUBSIDY CONVENTIONAL		NO SUBSIDY CONVENTIONAL	
Date of Sale/Time	5-26-23 (INSP.)	S.D. 2-23		S.D. 9-22		S.D. 7-22	
Location	HAVERFORD	HAVERFORD		HAVERFORD		HAVERFORD	
Site	.28 ACRE	.17 ACRE	+3,300	.27 ACRE		.25 ACRE	
View	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Design (Style)	SPLIT LEVEL	RANCHER		SPLIT LEVEL		SPLIT LEVEL	
Actual Age (Yrs.)	64	63		61		63	
Condition	AVERAGE	AVERAGE		AVERAGE		AVERAGE-GOOD	-25,000
Above Grade Room Count	Total 6 Bdrms 3 Baths 2	Total 6 Bdrms 3 Baths 2		Total 6 Bdrms 3 Baths 2		Total 6 Bdrms 3 Baths 2	
Gross Living Area	1,248 Sq. Ft.	1,080 Sq. Ft.	+6,700	1,248 Sq. Ft.	0	1,248 Sq. Ft.	0
Basement & Finished	3/4 BSMT./.5 BA.	FULL/BATH	-10,000	FULL/.5 BATH	-5,000	3/4 BSMT./NONE	+5,000
Rooms Below Grade	50% FINISHED	90% FINISHED	-7,500	90% FINISHED	-7,500	50% FINISHED	
Garage/Carport	1 CAR GARAGE	DRIVEWAY	+10,000	DRIVEWAY	+10,000	1 CAR GARAGE	
	PATIO	DECK/SHED	-7,500	LARGE PATIO	-2,000	SUNROOM	-10,000
	CUSTOM FEAT.	SIMILAR FEAT.		SIMILAR FEAT.		SIMILAR FEAT.	
Net Adj. (total)		+ X - $	-5,000	+ X - $	-4,500	+ X - $	-30,000
Adjusted Sales Price of Comparables		$	435,000	$	442,500	$	437,000
Date of Prior Sale	6-4-18	5/2/2022		N/A		N/A	
Price of Prior Sale	$ 399,900	$ 440,000		$0		$0	

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of the prior sales of subject and comparables: SUBJECT HAS NOT SOLD OR BEEN LISTED FOR SALE IN THE LAST 36 MONTHS.

Summary of sales comparison and value conclusion. SALES CHOSEN ARE THE MOST SIMILAR SALES AVAILABLE AND OFFER A RANGE OF VALUE IN WHICH THE SUBJECT SHOULD FALL. THE SUBJECT IS A 3 BEDROOM 2 BATH, SPLIT LEVEL ON A CORNER LOT. THE BASEMENT HAS BEEN FINISHED INTO A FAMILY ROOM AND .5 BATH. THE SUB- BASEMENT IS UNFINISHED.SPECIAL FEATURES INCLUDE: NEWER ROOF AND UPDATED KITCHEN WITH BREAKFAST BAR. SOME WATER LEAKAGE IN BASEMENT WALLS DURING HEAVY RAIN. 1/2 BATH IN NEED BASEMENT NEEDS FINISHING (SEE PHOTO). CERAMIC TILE IN KITCHEN NEEDS REPLACING.

This appraisal is made X "as-is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or subject to the following repairs, alterations or conditions APPRAISER ASSUMES MECHANICAL SYSTEMS ARE IN WORKING ORDER.

BASED ON AN EXTERIOR INSPECTION FROM THE STREET OR AN X INTERIOR AND EXTERIOR INSPECTION, I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT TO BE $ 440,000 , AS OF MAY 26, 2023

Form 205 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. 0000453

PUD

Project Information for PUDs (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No

Provide the following information for PUDs only if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit:

Total number of phases _____ Total number of units _____ Total number of units sold _____

Total number of units rented _____ Total number of units for sale _____ Data Source(s) _____

Was the project created by the conversion of existing buildings into a PUD? ☐ Yes ☐ No If yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the common elements completed? ☐ Yes ☐ No If No, describe status of completion: _____

Are any common elements leased to or by the Home Owners' Association? ☐ Yes ☐ No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: _____

CONDOMINIUM

Project Information for Condominiums (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No

Provide the following information for all Condominium Projects:

Total number of phases _____ Total number of units _____ Total number of units sold _____

Total number of units rented _____ Total number of units for sale _____ Data Source(s) _____

Was the project created by the conversion of existing buildings into a condominium? ☐ Yes ☐ No If yes, date of conversion: _____

Project Type: ☐ Primary Residence ☐ Second Home or Recreational ☐ Row or Townhouse ☐ Garden ☐ Midrise ☐ Highrise ☐ _____

Condition of the project, quality of construction, unit mix, etc.: _____

Are the common elements completed? ☐ Yes ☐ No If No, describe status of completion: _____

Are any common elements leased to or by the Home Owners' Association? ☐ Yes ☐ No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: _____

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report based on a quantitative sales comparison analysis for use in a mortgage finance transaction.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised; and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided any required sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

4. The appraiser has noted in the appraisal report any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

6. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

7. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the report to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to completion per plans and specifications on on the basis of a hypothetical condition that the improvements have been completed.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. 0000453

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I performed this appraisal by (1) personally inspecting from the street the subject property and neighborhood and each of the comparable sales (unless I have otherwise indicated in this report that I also inspected the interior of the subject property); (2) collecting, confirming, and analyzing data from reliable public and/or private sources; and (3) reporting the results of my inspection and analysis in this summary appraisal report. I further certify that I have adequate information about the physical characteristics of the subject property and the comparable sales to develop this appraisal.

2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparable sales in this report that are the best available for the subject property. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.

3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

4. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

5. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

8. I estimated the market value of the real property that is the subject of this report based on the sales comparison approach to value. I further certify that I considered the cost and income approaches to value, but, through mutual agreement with the client, did not develop them, unless I have noted otherwise in this report.

9. I performed this appraisal as a limited appraisal, subject to the Departure Provision of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of the appraisal (unless I have otherwise indicated in this report that the appraisal is a complete appraisal, in which case, the Departure Provision does not apply).

10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with the estimate of market value for the subject property is consistent with the marketing time noted in the Neighborhood section of this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the Neighborhood section.

11. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I further certify that no one provided significant professional assistance to me in the development of this appraisal.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have examined the appraisal report for compliance with the Uniform Standards of Professional Appraisal Practice, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 5 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

APPRAISER: KELLY CAMMARATA

Signature:
Name: KELLY CAMMARATA
Company Name: RICK ROBINSON APPRAISAL SERVICES
Company Address: 7436 BRADSHAW RD, KINGSVILLE, MD 21087

Date of Report/Signature: 06/02/2023
State Certification #:
or State License #: 06-34452
State: MD
Expiration Date of Certification or License: 11/22/2024

SUPERVISORY APPRAISER (ONLY IF REQUIRED): RICK ROBINSON

Signature:
Name: RICK ROBINSON
Company Name: RICK ROBINSON APPRAISAL SERVICES
Company Address: 7436 BRADSHAW RD, KINGSVILLE, MD 21087

Date of Report/Signature: 06/02/2023
State Certification #: 03-1564
or State License #: 03-1564
State: MD
Expiration Date of Certification or License: 01/24/2025

ADDRESS OF PROPERTY APPRAISED:
129 HOLLOW BROOK RD
LUTHERVILLE TIMONIUM, MD 21093

APPRAISED VALUE OF SUBJECT PROPERTY $ 440,000
EFFECTIVE DATE OF APPRAISAL/INSPECTION MAY 26, 2023

LENDER/CLIENT: TIMOTHY MARSHECK
Name: TIMOTHY MARSHECK
Company Name: MARSHECK LAW, LLC
Company Address: P.O. BOX 0034
BEL AIR, MD 21014

SUPERVISORY APPRAISER:

SUBJECT PROPERTY

- [ ] Did not inspect subject property
- [ ] Did inspect exterior of subject property from street
- [X] Did inspect interior and exterior of subject property

COMPARABLE SALES

- [ ] Did not inspect exterior of comparable sales from street
- [X] Did inspect exterior of comparable sales from street

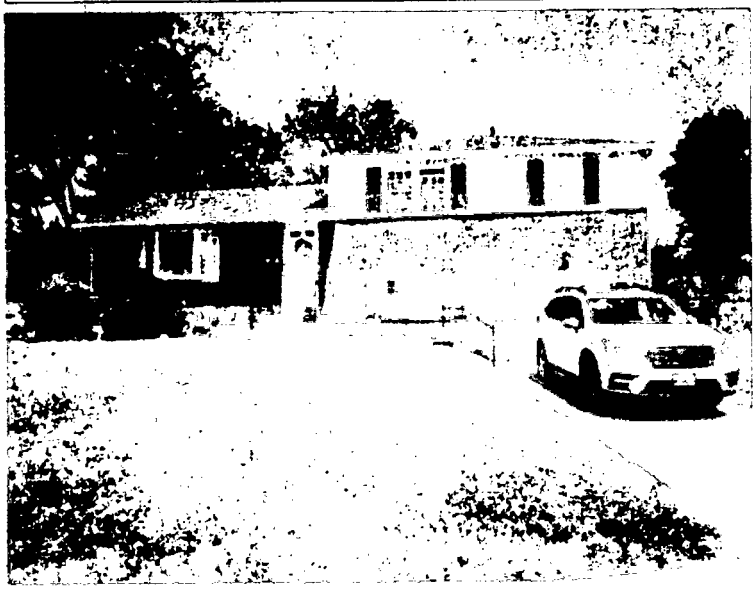
File No. 0000453

Borrower	N/A			
Property Address	129 HOLLOW BROOK RD			
City	LUTHERVILLE TIMONIUM	County BALTIMORE	State MD	Zip Code 21093
CLIENT	TIMOTHY MARSCHECK			

MS. KELLY CAMMARATA, MD STATE LICENSED REAL ESTATE TRAINEE # 06-34452, HAS PROVIDED SIGNIFICANT APPRAISAL ASSISTANCE IN THIS ASSIGNMENT BY: INSPECTING THE INTERIOR AND EXTERIOR OF THE SUBJECT PROPERTY, RESEARCHING, SELECTING, AND INSPECTING THE COMPARABLES, PERFORMING A MARKET ANALYSIS, ANALYZING ALL DATA IN THE SALES COMPARISON AND COST APPROACHES, PREPARING THIS REPORT, PRODUCING THE COMPARABLE SALES MAP, PHOTO PAGES, ADDENDUM PAGES, ILLUSTRATION PAGES, AND RECONCILING ALL INDICATED VALUES INTO A FINAL ESTIMATE OF VALUE. IT HAS TAKEN 4 HOURS TO PROVIDE THIS ASSISTANCE.

Subject Photo Page

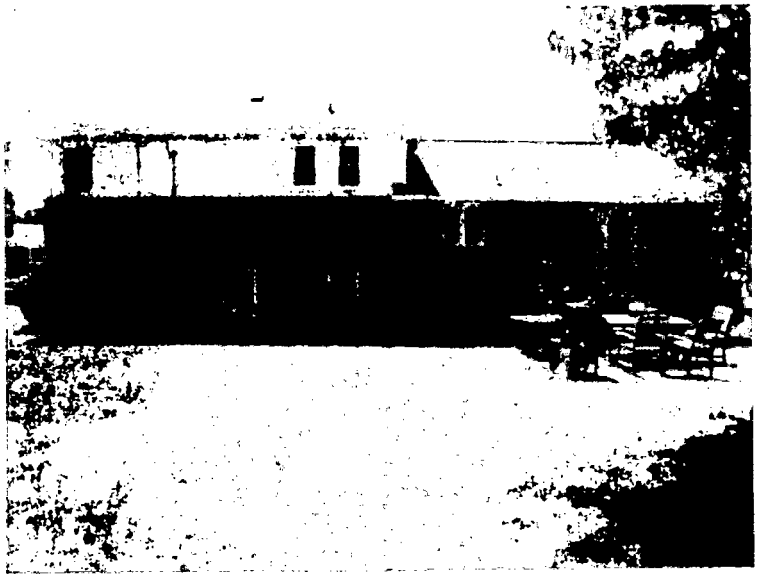
Borrower	N/A				
Property Address	129 HOLLOW BROOK RD				
City	LUTHERVILLE TIMONIUM	County	BALTIMORE	State MD	Zip Code 21093
CLIENT	TIMOTHY MARSCHECK				



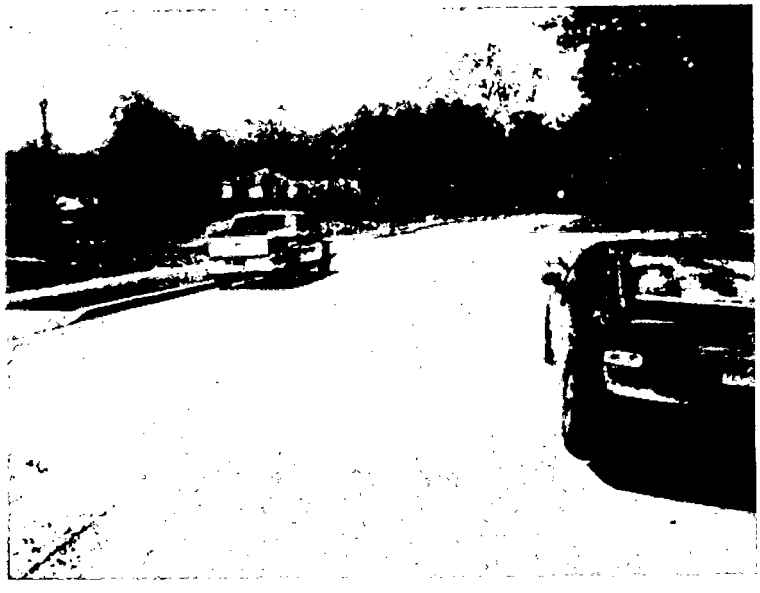
Subject Front

129 HOLLOW BROOK RD

Sales Price	N/A
G.L.A.	1,248
Tot. Rooms	6
Tot. Bedrms.	3
Tot. Bathrms.	2
Location	HAVERFORD
View	AVERAGE
Site	.28 ACRE
Quality	
Age	64



Subject Rear



Subject Street

(Appendix-20)



APPRAISAL OF REAL PROPERTY $500,000

LOCATED AT:
129 Hollow Brook Rd
Lot 20, Parcel 0276, Map 0061
Lutherville Timonium, MD 21093

FOR:
Mohamed Ibrahim

AS OF:
07/09/2025

BY:
John Toohey
TOOHEY APPRAISALS, INC.
1835 YORK ROAD
TIMONIUM, MD. 21093
(410) 252-2300

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RESIDENTIAL APPRAISAL REPORT

File No.: 129hollow

SUBJECT

Property Address: 129 Hollow Brook Rd | City: Lutherville Timonium | State: MD | Zip Code: 21093
County: Baltimore | Legal Description: Lot 20, Parcel 0276, Map 0061
Assessor's Parcel #: 08-0810000820
Tax Year: 2025 | R.E. Taxes: $ 5,117 | Special Assessments: $ 0 | Borrower (if applicable): n/a
Current Owner of Record: Lynn, Allison | Occupant: ☒ Owner ☐ Tenant ☐ Vacant | ☐ Manufactured Housing
Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe) | HOA: $ 0 ☐ per year ☐ per month
Market Area Name: Timonium | Map Reference: 12580 | Census Tract: 4086.01

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Determine Market Value
Intended User(s) (by name or type): Mohammed Ibrahim
Client: Mohamed Ibrahim | Address: 129 Hollow Brook Road, Timonium, MD 21093
Appraiser: John Toohey | Address: 1835 York Rd, Timonium, MD 21093-5120

MARKET AREA DESCRIPTION

				Predominant Occupancy	One-Unit Housing			Present Land Use		Change in Land Use
Location:	☐ Urban	☒ Suburban	☐ Rural		PRICE $(000)		AGE (yrs)	One-Unit	80 %	☒ Not Likely
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Owner				2-4 Unit	10 %	☐ Likely * ☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☒ Tenant	285	Low	35	Multi-Unit	5 %	* To:
Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (0-5%)	615	High	82	Comm'l	5 %	
Demand/supply:	☒ Shortage	☐ In Balance	☐ Over Supply	☐ Vacant (>5%)	450	Pred	62		%	
Marketing time:	☒ Under 3 Mos.	☐ 3-6 Mos.	☐ Over 6 Mos.							

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Prices are considered increasing due to favorable interest rates and home prices. Mortgage monies are readily available from various sources with both conventional and government backed financing being the norm.

SITE DESCRIPTION

Dimensions: See Attached Plat | Site Area: 12,276 sf
Zoning Classification: DR5.5 | Description: Density Residential
Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☒ No | Ground Rent (if applicable) $ /
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain) The highest and best use of the subject property is as a single family home.
Actual Use as of Effective Date: Single Family Residential | Use as appraised in this report: Single Family Residential
Summary of Highest & Best Use: The highest and best use of a property is its most profitable legally and physically permitted use, that is, the use that will at present provide the highest income. The appraiser considered the highest and best use of the property to be to continue use of the property as a single family home.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	B G & E
Gas	☒	☐	BG & E
Water	☒	☐	WELL
Sanitary Sewer	☒	☐	Baltimore Co
Storm Sewer	☒	☐	Baltimore Co

Off-site Improvements	Type	Public	Private
Street	macadam	☒	☐
Curb/Gutter	concrete	☒	☐
Sidewalk	concrete	☒	☐
Street Lights	yes	☒	☐
Alley	None	☐	☐

Topography	slight slope to front
Size	12276 sf
Shape	irregular
Drainage	adequate
View	residential

Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 2400100255G | FEMA Map Date 11/02/2023
Site Comments: There were no apparent easements, encroachments, or other adverse conditions noted.

DESCRIPTION OF THE IMPROVEMENTS

General Description		Exterior Description		Foundation		Basement ☐ None		Heating	
# of Units	1 ☐ Acc.Unit	Foundation	BLOCK/AV	Slab	CONCRETE	Area Sq. Ft.	1,026	Type	HWBB
# of Stories	2	Exterior Walls	BRICK/SID/AVG	Crawl Space	NONE	% Finished	70	Fuel	Gas
Type ☒ Det. ☐ Att. ☐		Roof Surface	COMPSHING/A	Basement	BLOCK	Ceiling	DRYWALL		
Design (Style)	Split Level	Gutters & Dwnspts.	ALUM/ALUM/AV	Sump Pump	☒	Walls	DRYWALL	Cooling	
☒ Existing ☐ Proposed ☐ Und.Cons.		Window Type	DHTHERM/AVG	Dampness	☐	Floor	LAMINATE	Central	CAC
Actual Age (Yrs.)	65	Storm/Screens	YES/AVG	Settlement		Outside Entry	WALKOUT	Other	
Effective Age (Yrs.)	15			Infestation					

Interior Description		Appliances		Attic ☐ None		Amenities		Car Storage ☐ None	
Floors	HW/TILE/LAMIN/AVG	Refrigerator	☒	Stairs	☐	Fireplace(s) #	1	Garage # of cars	(2 Tot.)
Walls	DRYWALL/AVG	Range/Oven	☒	Drop Stair	☐	Woodstove(s) #		Attach.	
Trim/Finish	WOOD/WOOD/AV	Disposal	☒	Scuttle	☒	Patio	Patio	Detach.	
Bath Floor	TILE/AVG	Dishwasher	☒	Doorway	☐	Deck	none	Bit.-In	1 garage
Bath Wainscot	TILE/AVG	Fan/Hood	☐	Floor	☐	Porch	front	Carport	
Doors	PANEL/AVG	Microwave	☒	Heated	☐	Fence	none	Driveway Surface	1 concrete
		Washer/Dryer	☒	Finished	☐	Pool	none		

Finished area above grade contains: 6 Rooms | 3 Bedrooms | 2.0 Bath(s) | 1,350 Square Feet of Gross Living Area Above Grade
Additional features: The subject has insulated windows. The refrigerator, washer & dryer are considered personal property and noted, but no value is given.
Describe the condition of the property (including physical, functional and external obsolescence): The subject property is a split level style home. The subject has remodeled kitchen and baths. The basement is finished with family room and half bath. The construction quality is average. The effective age is reflective of the subject's overall condition.

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3/2007

RESIDENTIAL APPRAISAL REPORT

File No.: 129hollow

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Brightmls

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject property has transferred in
Date: 5-24-2023	the past 3 years as a non arms length quit claim deed that removed one of the owners for $0
Price: $0	consideration The comparable sales have not transferred in the past year except for their sale noted for
Source(s): Tax Records	this report.
2nd Prior Subject Sale/Transfer	
Date:	The comparable sales tax record indicated no basement; however, the lower levels are below grade and
Price:	considered a basement. The appraiser used the MLS list, visual inspection and tax record to estimate
Source(s):	the correct GLA.

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	129 Hollow Brook Rd Lutherville Timonium, MD 21093	104 Hollow Brook Rd Lutherville Timonium, MD 21093		117 Longdale Rd Lutherville Timonium, MD 21093		105 Springside Dr Lutherville Timonium, MD 21093	
Proximity to Subject		0.15 miles NW		0.15 miles SE		0.16 miles SE	
Sale Price	$		$ 505,000		$ 517,000		$ 500,000
Sale Price/GLA	$ /sq.ft.	$ 374.07 /sq.ft.		$ 366.15 /sq.ft.		$ 378.79 /sq.ft.	
Data Source(s)	Tax Record	MLS#MDBC2119794; DOM 4		MLS#MDBC2123688;DOM 6		MLS#MDBC2118500;DOM 21	
Verification Source(s)	Visual Inspection	Visual Inspection/Public Records		Visual Inspection/Public Records		Visual Inspection/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions		ArmLth Conv;0		ArmLth Conv;0		ArmLth Conv;$5000	-5,000
Date of Sale/Time		s06/25;c05/25		s06/25;c04/25		s06/25;c05/25	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Residential	Residential		Residential		Residential	
Site	12,276 sf	10,019 sf	0	10,680 sf	0	9,600 sf	0
View	residential	Residential		Residential		Residential	
Design (Style)	Split Level	Split Level		Rancher	0	Raised Rancher	0
Quality of Construction	Average	Average		Average		Average	
Age	65	63	0	60	0	63	0
Condition	Average	Average		Average		Average	
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 2.0	6 / 3 / 2.0		6 / 3 / 2.0		6 / 3 / 1.0	+10,000
Gross Living Area	1,350 sq.ft.	1,350 sq.ft.	0	1,412 sq.ft.	0	1,320 sq.ft.	0
Basement & Finished Rooms Below Grade	Full RR/HBA	Full RR/HBA		Full RR/HBA		Full RR/2BR/FBA	-5,000
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	BB/CAC	BB/CAC		FWA/CAC	0	FWA/CAC	0
Energy Efficient Items	Insul Windows	Insul Windows		Insul Windows		Insul Windows	
Garage/Carport	1 Car Garage	1 Car Garage		2 Det Garage	-10,000	No Garage	+10,000
Porch/Patio/Deck	Patio	Deck	-5,000	Cov Deck	-7,500	Patio	
Fireplaces	1 Fireplace	1 Fireplace		1 Fireplace		1 Fireplace	
Features	Updated kitch/baths	Updated kitchen	+5,000	Updated kitch/baths		Superior kitchen	-10,000
Additional Features	None	None		None		None	
				Fin Area over Gar	-5,000		
Net Adjustment (Total)		☐ + ☐ -	$ 0	☐ + ☒ -	$ -22,500	☐ + ☐ -	$ 0
Adjusted Sale Price of Comparables			$ 505,000		$ 494,500		$ 500,000

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach: The appraiser selected homes within the subject market area. The comparable sales are similar in effective age, actual age, quality, condition and appeal. Comparables are located in the same market. Room count adjustments were for bathrooms only. All adjustments for other varying features were made per paired analysis. Equal weight is placed on all comparable sales when determining the final value. All sales, when adjusted, reflect a close range if value for the subject.

Indicated Value by Sales Comparison Approach $ 500,000

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ADDITIONAL COMPARABLE SALES

File No.: 129hollow

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	129 Hollow Brook Rd Lutherville Timonium, MD 21093	142 Hollow Brook Rd Lutherville Timonium, MD 21093					
Proximity to Subject		0.09 miles E					
Sale Price	$		$ 492,000		$		$
Sale Price/GLA	$ /sq.ft.	$ 372.73 /sq.ft.		$ /sq.ft.		$ /sq.ft.	
Data Source(s)	Tax Record	MLS#MDBC2115094;DOM 5					
Verification Source(s)	Visual Inspection	Visual Inspection/Public Records					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions		ArmLth Conv;0					
Date of Sale/Time		s02/25;c01/25	+11,316				
Rights Appraised	Fee Simple	Fee Simple					
Location	Residential	Residential					
Site	12,276 sf	10,875 sf	0				
View	residential	Residential					
Design (Style)	Split Level	Rancher	0				
Quality of Construction	Average	Average					
Age	65	61	0				
Condition	Average	Average					
Above Grade Room Count	Total 6 / Bdrms 3 / Baths 2.0	Total 6 / Bdrms 3 / Baths 1.0	+10,000	Total / Bdrms / Baths		Total / Bdrms / Baths	
Gross Living Area	1,350 sq.ft.	1,320 sq.ft.	0	sq.ft.		sq.ft.	
Basement & Finished Rooms Below Grade	Full RR/HBA	Full RR/BR/FBA	-5,000				
Functional Utility	Average	Average					
Heating/Cooling	BB/CAC	FWA/CAC	0				
Energy Efficient Items	Insul Windows	Insul Windows					
Garage/Carport	1 Car Garage	No Garage	+10,000				
Porch/Patio/Deck	Patio	2EnclsdPchs/Deck	-10,000				
Fireplaces	1 Fireplace	1 Fireplace					
Features	Updated kitch/baths	newer kitchen/Bath	-10,000				
Additional Features	None	None					
Net Adjustment (Total)		☒ + ☐ -	$ 6,316	☐ + ☐ -	$	☐ + ☐ -	$
Adjusted Sale Price of Comparables			$ 498,316		$		$

Summary of Sales Comparison Approach: See previous summary.

Time adjustment made at 2.3% for comp #4.

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RESIDENTIAL APPRAISAL REPORT

File No.: 129hollow

COST APPROACH TO VALUE (if developed) ☒ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Due to the age of the subject property, the Cost Approach has not been developed in this report.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE		=$
Source of cost data:	DWELLING	Sq.Ft. @ $	=$
Quality rating from cost service: Effective date of cost data:		Sq.Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.):		Sq.Ft. @ $	=$
		Sq.Ft. @ $	=$
		Sq.Ft. @ $	=$
			=$
	Garage/Carport	Sq.Ft. @ $	=$
	Total Estimate of Cost-New		=$
	Less Physical	Functional	External
	Depreciation		=$( )
	Depreciated Cost of Improvements		=$
	"As-is" Value of Site Improvements		=$
			=$
			=$
Estimated Remaining Economic Life (if required): 50 Years	INDICATED VALUE BY COST APPROACH		=$

INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM): The income approach was not developed per client request and the lack of rental data.

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach $ 500,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

Final Reconciliation All three approaches to value have been considered. The market data approach has been fully developed reflecting typical buyers actions, when sales are readily available. Income approach has not been developed due to the lack of rental data in the market.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 500,000 , as of: 07/09/2025 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 18 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

☐ Scope of Work	☐ Limiting Cond./Certifications	☐ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☒ Additional Sales	☐ Cost Addendum	☐ Flood Addendum	☐ Manuf. House Addendum
☐ Hypothetical Conditions	☐ Extraordinary Assumptions	☐	☐	☐

Client Contact: Client Name: Mohamed Ibrahim

E-Mail: vet333@hotmail.com Address: 129 Hollow Brook Road, Timonium, MD 21093

APPRAISER

Appraiser Name: John Toohey

Company: Toohey Appraisals Inc.

Phone: 410 252-2300 Fax:

E-Mail: jay.toohey@gmail.com

Date of Report (Signature): 07/09/2025

License or Certification #: 30007916 State: MD

Designation: Certified Residential Appraiser

Expiration Date of License or Certification: 01/06/2027

Inspection of Subject: ☐ Interior & Exterior ☒ Exterior Only ☐ None

Date of Inspection: 07/09/2025

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

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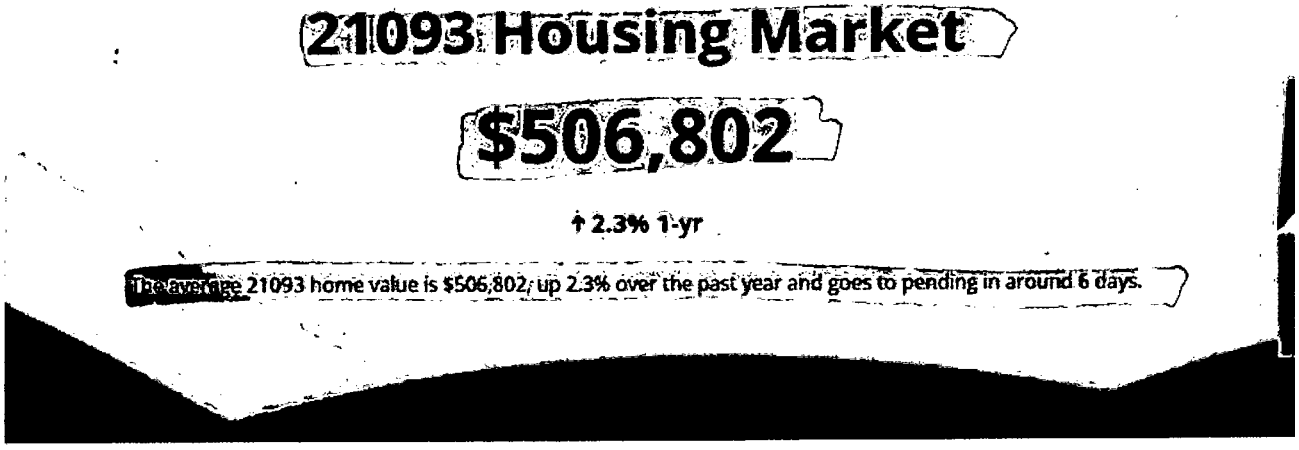
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12 Month Housing Data

Borrower	n/a						
Property Address	129 Hollow Brook Rd						
City	Lutherville Timonium	County	Baltimore	State	MD	Zip Code	21093
Lender/Client	Mohamed Ibrahim						

12 Month market trends based on **Zillow**



Subject Photo Page

Borrower	n/a				
Property Address	129 Hollow Brook Rd				
City	Lutherville Timonium	County	Baltimore	State MD	Zip Code 21093
Lender/Client	Mohamed Ibrahim				



Subject Front

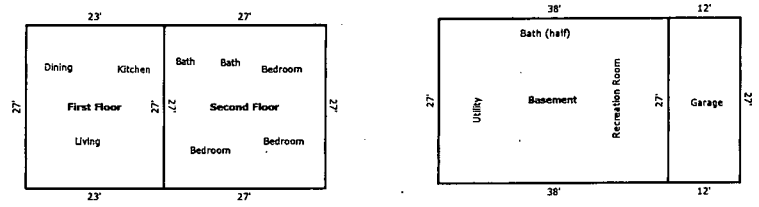
129 Hollow Brook Rd	
Sales Price	
Gross Living Area	1,350
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	residential
Site	12,276 sf
Quality	Average
Age	65



Subject Street

Building Sketch

Borrower	n/a				
Property Address	129 Hollow Brook Rd				
City	Lutherville Timonium	County	Baltimore	State	MD	Zip Code	21093
Lender/Client	Mohamed Ibrahim				



Room sizes and layout are approximate

TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details
First Floor	621 Sq ft	27 × 23= 621
Second Floor	729 Sq ft	27 × 27= 729
Total Living Area (Rounded):	**1350 Sq ft**	
Non-living Area		
1 Car Attached	324 Sq ft	27 × 12= 324
Basement	1026 Sq ft	38 × 27= 1026

Comparable Photo Page

Borrower	n/a				
Property Address	129 Hollow Brook Rd				
City	Lutherville Timonium	County Baltimore	State MD	Zip Code 21093	
Lender/Client	Mohamed Ibrahim				



Comparable 1

104 Hollow Brook Rd

Prox. to Subject	0.15 miles NW
Sale Price	505,000
Gross Living Area	1,350
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	10,019 sf
Quality	Average
Age	63



Comparable 2

117 Longdale Rd

Prox. to Subject	0.15 miles SE
Sale Price	517,000
Gross Living Area	1,412
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Residential
View	Residential
Site	10,680 sf
Quality	Average
Age	60



Comparable 3

105 Springside Dr

Prox. to Subject	0.16 miles SE
Sale Price	500,000
Gross Living Area	1,320
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	Residential
View	Residential
Site	9,600 sf
Quality	Average
Age	63

Comparable Photo Page

Borrower	n/a				
Property Address	129 Hollow Brook Rd				
City	Lutherville Timonium	County	Baltimore	State MD	Zip Code 21093
Lender/Client	Mohamed Ibrahim				



Comparable 4

142 Hollow Brook Rd

Prox. to Subject	0.09 miles E
Sale Price	492,000
Gross Living Area	1,320
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	Residential
View	Residential
Site	10,875 sf
Quality	Average
Age	61

Comparable 5

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Comparable 6

Prox. to Subject	
Sale Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

Borrower	n/a			File No.	129hollow
Property Address	129 Hollow Brook Rd				
City	Lutherville Timonium	County	Baltimore	State MD	Zip Code 21093
Lender/Client	Mohamed Ibrahim				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

The subject was appraised on 6-1-2023 for the same client. The subject was also appraised on 10-25-2024 for the same client.

Reasonable Exposure Time

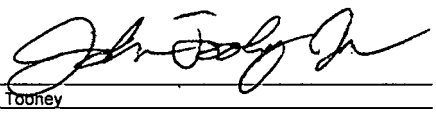
(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 0-90 days

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER:

Signature: 
Name: John Tooney
Certified Residential Appraiser
State Certification #: 30007916
or State License #:
State: MD Expiration Date of Certification or License: 01/06/2027
Date of Signature and Report: 07/09/2025
Effective Date of Appraisal: 07/09/2025
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 07/09/2025

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

Appraisal Compliance Certification

Subject Property Address
129 Hollow Brook Rd
Lutherville Timonium, MD 21093

Legal Description
Lot 20, Parcel 0276, Map 0061

Effective Date of Appraisal: 07/09/2025
File Number: 129hollow

a la mode, inc., certifies that the ordering and delivery of the above referenced appraisal report, the ("REPORT"), was completed using the proprietary workflow and policies of the Mercury Network vendor management platform. The following specific features were used for this order.

☐ Intelligent Appraiser Selection System (ISS) was used to automatically select the appraiser from either the complete Mercury Network appraiser pool or a custom lender built fee panel.

☐ Double-Blind communication was enabled which restricts free-form communication between the appraiser and person placing the order. All status messages are restricted to pre-written, system supplied text. The identity of the appraiser is concealed until the appraisal is delivered.

The undersigned appraiser(s) responsible for preparing the above referenced appraisal report hereby certify that the report was completed and the opinion of value developed in accordance with USPAP standards; And, at no time did any employee, director, officer, or agent of the lender, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the lender, influence or attempt to influence the development, reporting, result, or review of the REPORT.

The appraiser(s) further certify that at no time were they provided with or informed of any estimate regarding the Subject Property's value including but not limited to a borrower estimate of value, proposed loan amount, or loan to value ratio (LTV), except in the case of purchase transactions where according to USPAP Standards Rule 1-5(a) the appraiser is required to analyze all agreements of sale, options, and listings of the subject property as of the effective date of the appraisal.

a la mode, inc. is not a party to this agreement and does not have any obligations with respect to the certifications made by the appraiser(s). Any claims or disputes based on this certification are between the appraiser(s) and the recipient of the certification.

Appraiser	Supervisory Appraiser (if required) or Co-Appraiser (if applicable)
Signature	Signature
John Toohey Appraiser	Supervisory or Co-Appraiser
1835 York Rd Timonium, MD 21093-5120	
30007916 License or Certification #	License or Certification #
07/09/2025 Date of Report/Signature	Date of Signature



Baltimore County, Maryland

Baltimore County

Zoning Report

Zoning Information for DR 5.5

Zone Description:
Density Residential; 5.5 Units/Acre

Intent:
Density Residential; 5.5 Units/Acre

Typical Uses Permitted by Right:
Single Family, Semi-Detached, Duplex, Single Family Attached, And Multifamily Dwellings.

Typical Uses Permitted by Special Exception:
Convalescent Homes, Community Buildings, Class B (Up To 40 Children) Group Child Care, Assisted Living Facilities (Class B, New Or Modified Building), Professional Offices In The Home (Max. 25% Of Floor Area).

For more information see: The Citizen's Guide to Planning and Zoning (PDF)

Deed

BOOK: 48202 PAGE: 244

Tax Account Number: 08-0810000820

No Consideration
No Title Search
No Survey

QUIT CLAIM DEED

THIS DEED, made this 24 day of May, in the year of two thousand and twenty-three, by and between **ALLISON LYNN** and **MOHAMED IBRAHIM**, Husband and Wife, Grantors, parties of the first part, and **ALLISON LYNN**, Grantee, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said Grantors, **ALLISON LYNN** and **MOHAMED IBRAHIM**, do grant and convey unto **ALLISON LYNN**, as sole owner, and her heirs, personal representatives, successors and assigns, in fee simple, all that piece or parcel of land situate, lying and being in Baltimore County, Maryland, and described as follows, to wit:

BEING KNOWN AND DESIGNATED as Lot No. 20, Block O, as shown on Plat entitled Plat Four, Section Six, Part of Block M-N-O-P-Q and Blocks S & T "Haverford," which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 23 folio 148.

The improvements thereon being known as 129 Hollow Brook Road, Lutherville-Timonium, MD 21093.

BEING that lot of ground which by Deed dated May 18, 2018, and recorded among the Land Records of Baltimore County in Liber 40309, folio 450, was granted and conveyed by DANIEL F. JACKSON, JR., unto ALLISON LYNN and MOHAMED IBRAHIM, said Grantors herein.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, said land and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereunto belonging or appertaining, unto and to the only proper use and benefit of

LR - Deed (No-Taxes) 20.00
Recording Fee 20.00
Name: LYNN
Ref:
LR - Deed (No-Taxes) 40.00
Surcharge 40.00
Subtotal: 60.00
Total: 60.00
07/05/2023 10:24 CC03-SL
#1782845 CC0001 - Baltimore County/CC03.01.05 - Register of

1 of 3

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 48202, p. 0244, MSA_CE62_48069. Date available 07/07/2023. Printed 10/24/2024.

the said Grantee, as sole owner, her heirs, personal representatives, successors and assigns, in fee simple.

AS WITNESS the hand and seal of the said Grantors.

Witness

ALLISON LYNN (SEAL)
Grantor

Witness

MOHAMED IBRAHIM (SEAL)
Grantor

STATE OF MARYLAND,

COUNTY OF Baltimore, to wit:

On this 24th day of May, 2023, before me, appeared, ALLISON LYNN, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

As witness my hand and Notarial Seal.

TIMOTHY C. MARSHECK NOTARY PUBLIC HARFORD COUNTY, MD MY COMMISSION EXPIRES AUGUST 26, 2023

Notary Public

My commission expires: 8.26.2023

STATE OF MARYLAND,

COUNTY OF Baltimore to wit:

On this 24th day of MAY, 2023, before me, appeared, MOHAMED IBRAHIM, personally known to me, (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

As witness my hand and Notarial Seal.

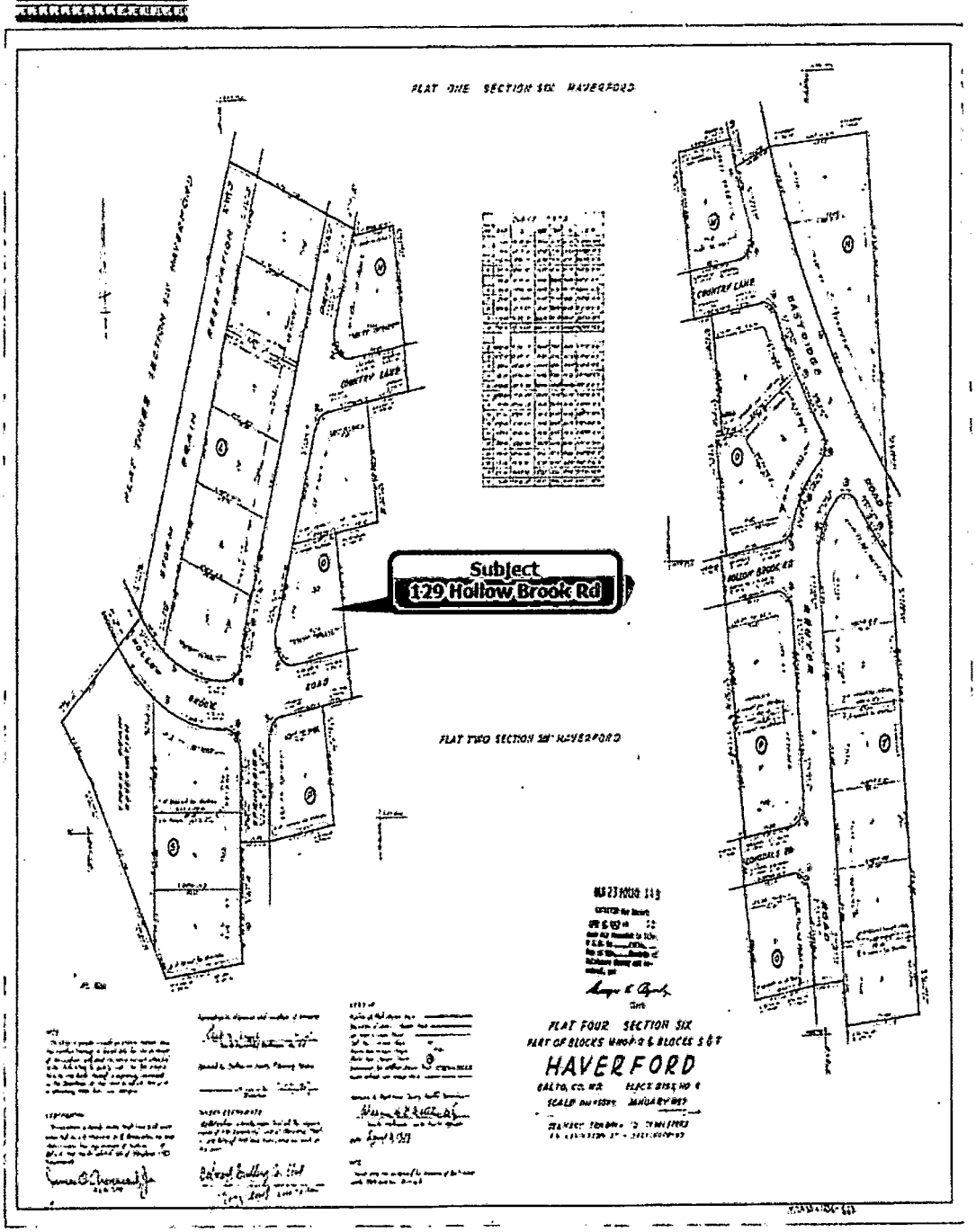
TIMOTHY C. MARSHECK NOTARY PUBLIC HARFORD COUNTY, MD MY COMMISSION EXPIRES AUGUST 26, 2023

Notary Public

My commission expires: 8.26.2023

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 48202, p. 0245, MSA_CE62_46059. Date available 07/07/2023. Printed 10/24/2024.

Plat


PLAT ONE SECTION SIX HAVERFORD
Subject
129 Hollow Brook Rd
PLAT TWO SECTION SIX HAVERFORD
PLAT FOUR SECTION SIX
HAVERFORD

License

Maryland
DEPARTMENT OF LABOR

LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

Wes Moore
Governor
Aruna Miller
Lt. Governor
Portia Wu
Secretary

COMMISSION OF RE APPRAISERS & HOME INSPECTORS
CERTIFIES THAT:
JOHN FRANK TOOHEY JR

IS AN AUTHORIZED: 03 - CERTIFIED RESIDENTIAL

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
7916	01-06-2027	11-20-2023	6174366

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

10 03 7916

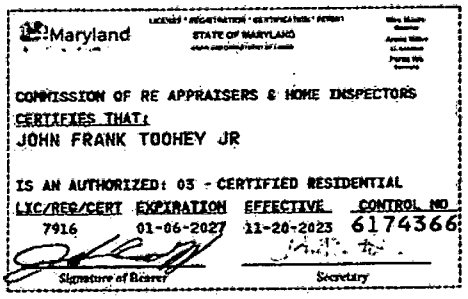
6,174,366

10 03 7916

COMMISSION OF RE APPRAISERS & HOME INSPECTORS
1100 N. EUTAW STREET
BALTIMORE, MD 21201

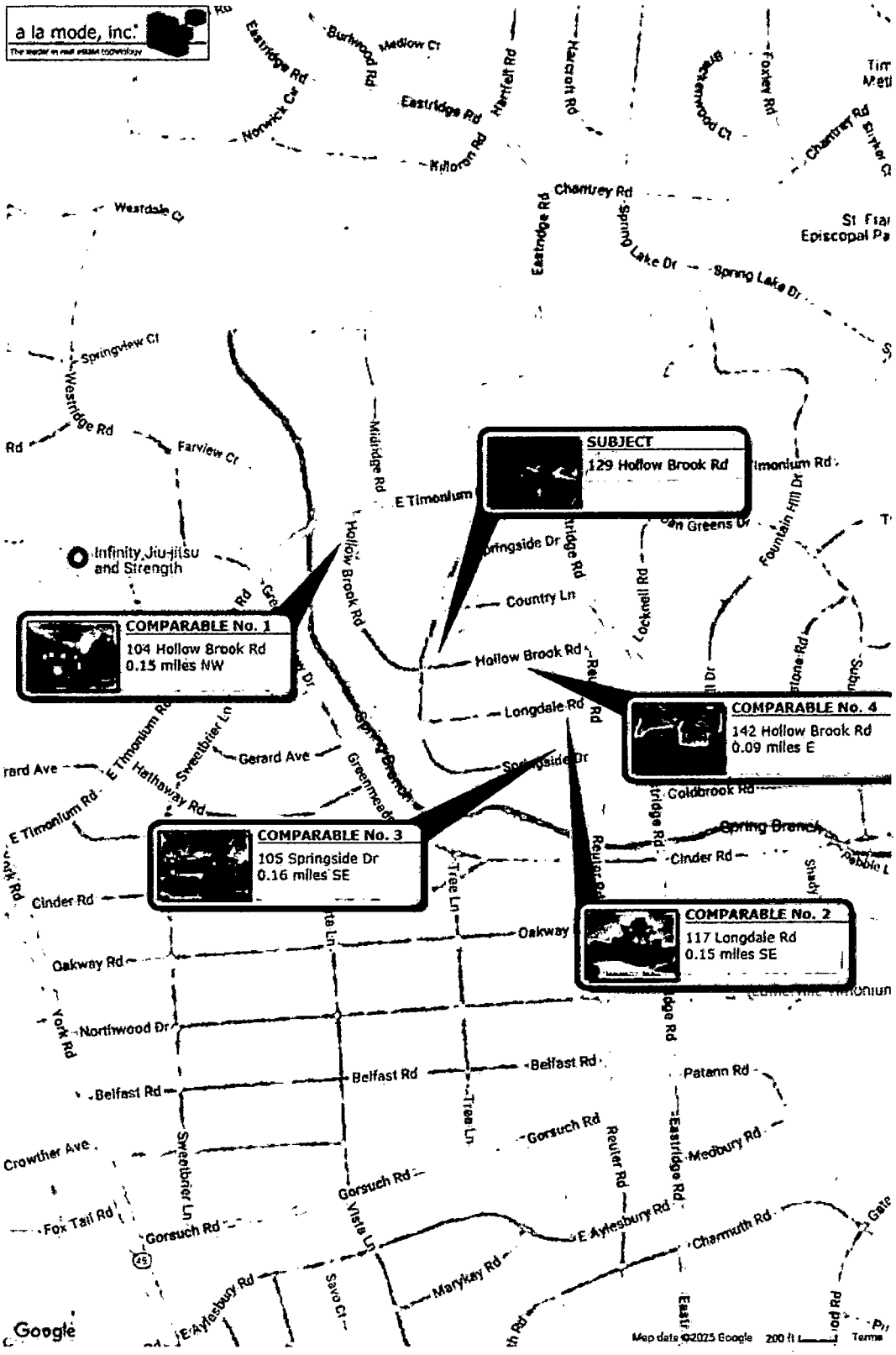
JOHN FRANK TOOHEY JR
311 VALLEY COURT ROAD

LUTHERVILLE MD 21093


Maryland
STATE OF MARYLAND
COMMISSION OF RE APPRAISERS & HOME INSPECTORS
CERTIFIES THAT:
JOHN FRANK TOOHEY JR
IS AN AUTHORIZED: 03 - CERTIFIED RESIDENTIAL
LIC/REG/CERT 7916 EXPIRATION 01-06-2027 EFFECTIVE 11-20-2023 CONTROL NO 6174366
Signature of Bearer
Secretary

Location Map

Borrower	n/a						
Property Address	129 Hollow Brook Rd						
City	Lutherville Timonium	County	Baltimore	State	MD	Zip Code	21093
Lender/Client	Mohamed Ibrahim						



NOTED
Entered: Clerk, Circuit Court for Baltimore County, MD
August 22, 2025
Judge Nancy M. Purpura
08/22/2025 2:41:41 PM

E-FILED; Baltimore County Circuit Court
Docket: 8/22/2025 3:55 PM; Submission: 8/22/2025 3:55 PM
Envelope: 22681594

IN The Circuit Court of Baltimore County

Circuit Court Case Number: C-03-FM-21-000945
Date: 08-12-2025

Allison L. Lynn: The Plaintiff
Vs.
Mohamed A. Ibrahim: The Defendant

LINE: Notice of Submission of Updated Marital Home Appraisal

To The Honorable Judge of The Circuit Court of Baltimore County:

Your Honor Judge Nancy Purpura,

1- As instructed by the Circuit Court of Baltimore County, the Defendant is Respectfully Submitting:

An Updated Appraisal of the marital home at **(129 Hollow Brook Rd, Lutherville Timonium, MD, 21093)**

Based on this current year of **July 9th, 2025,**

Which establishes the Fair market value as **Five Hundred Thousand Dollars ($500,000).**

This action is taken in direct compliance with The Court's directive for an **Up-To-Date Valuation,**

Integral to Accurate and Equitable Property Division in accordance with **Maryland Family Law Article,**

Title 8 and **Maryland Rule 9-207(b),**

Which require The Provision of Current, Accurate Property Valuations in Family Law Proceedings.

Under **Maryland Family Law Code §8-205,**

Which requires Rigorous and Current valuation of marital assets for Fair Distribution.

2- In Full Compliance with the Court's Instruction and in The Spirit of Transparency and Good Faith

The Defendant is acting solely in Obedience to the Court's instruction and has obtained a certified appraisal,

Of the former marital residence as of this year 2025, reflecting a Fair Market Value

And the Governing legal framework, mindful of protecting both parties' rights,

Particularly significant where questions of Competence & Fairness arise due to Defendant's mental disability.

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

3- Reference the Relevant Maryland Rules:

Maryland Rule 9-207(b):

Requires Most Recent Accurate Valuation Evidence for Marital Property Division or Modification.

FL § 8-205; Empowers the court to Adjust the Equities between parties based on Updated Valuations.

Accurate and current valuations are essential for the Court's Equitable determination of marital property rights,

As reaffirmed in **Innerbichler v. Innerbichler, 132 Md. App. 207 (2000),**

Which underscores that marital property division must be based on Reliable and Up-To-Date Evidence

4- The Current Valuation is related to Fairness Principles of Maryland appellate cases

Like: Innerbichler v. Innerbichler, 132 Md. App. 207 (2000),

So, The Up-To-Date, accurate valuations are essential for Equitable Division & Post-Divorce Adjustments.

5- The Updated Appraisal is ($500,000) Attached Herewith as (Exhibit-1) for Your Honor's Review:

Satisfying the Procedural requirements for Marital Property Determination,

As outlined in Baltimore County Circuit Court Family Law Policies.

So, The Defendant Respectfully urge Your Honor to Consider the critical context of the Defendant's disability,

And the Fairness concerns inherent in a contract resulting from Exploitation.

The Current and Fair market value of The Marital House is **Five Hundred Thousand Dollars ($500,000).**

WHEREFORE,

For the foregoing reasons, The Defendant Mohamed A. Ibrahim

Is Respectfully submits this Updated Appraisal to **The Honorable Circuit Court of Baltimore County To:**

A- Consider and Update The New Appraisal of Marital House at: **(129 Hollow Brook Rd, Timonium, MD, 21093),**

For The Current Market Value of **Five Hundred Thousand Dollars ($500,000)** As of July 9", 2025,

As shown within **(Exhibit-1).**

For its Consideration in Further Proceedings, in Compliance with the Court's Directive and Maryland law.

Respectfully submitted.

B- For any other relief that this Court may find Proper.

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

Certificate of Service

I certify that on 08-12-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

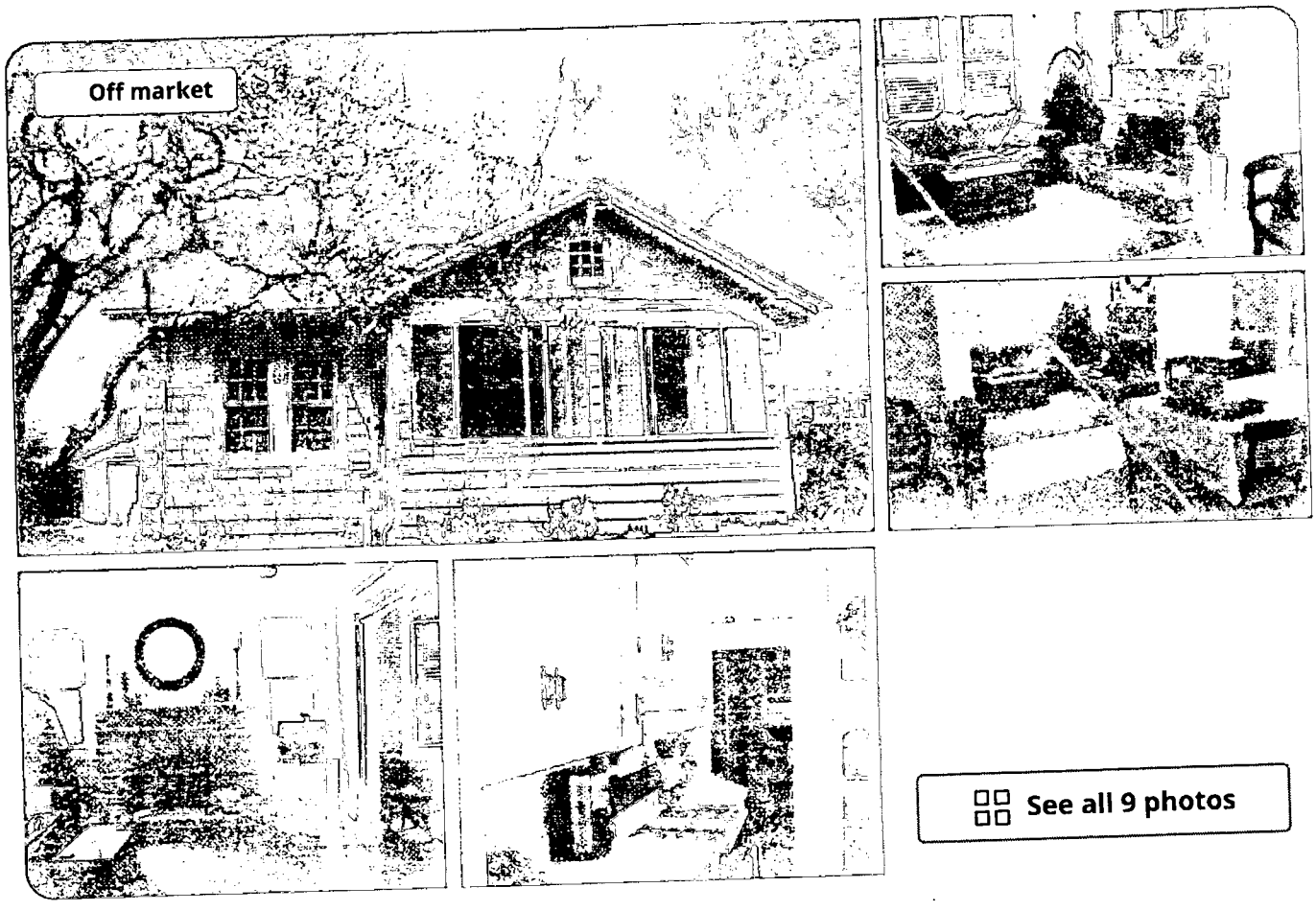
116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk



Zestimate®

$232,300

1724 Mathews Ter, Portsmouth, VA 23704

3 beds | 1 baths | 1,100 sqft

Est. refi payment: $1,492/mo **Refinance your loan**

SingleFamily

Built in 1920

9,583 sqft lot

$232,300 Zestimate®

$211/sqft

$-- HOA

Home value

Zestimate®

(1) (Appendix-21)

2020 Virginia Nonresident Income Tax Return

763
Page 1

Due May 1, 2021

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security Number	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	**MI**	**Last Name**	**Suffix**	**Spouse's Social Security No.**	**Check if deceased**
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
129 HOLLOW BROOK ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
TIMONIUM	MD	21093	05-27-1974

State of Residence	**Important** - Name of Virginia City or County in which principal place of business, employment, or income source is located.	Locality Code
MARYLAND	PORTSMOUTH ☐ City **OR** ☐ County	740

Check Applicable Boxes

☐ Amended Return — Reason Code ☐
☐ Dependent on Another's Return
☐ Name(s) or Address Different than Shown on 2019 VA Return
☐ Qualifying Farmer, Fisherman, or Merchant Seaman
☐ Overseas on Due Date
EIC Claimed on federal return $ _____ .00

Filing Status Enter Filing Status Code in box below.

2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 12.

You	+ Spouse if Filing Status 2 or 3	+ Dependents	=	X $930 =	Total Section 1
1	1	2	4		3720

You 65 or over	+ Spouse 65 or over	+ You Blind	+ Spouse Blind	=	X $800 =	Total Section 2

1	Adjusted Gross Income from federal return - Not federal taxable income	1	119,254 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2.**	3	119,254 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ....You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ....Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6, and 7.**	8	00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3.**	9	119,254 00
10	Itemized Deductions from Virginia Schedule A, if applicable. See instructions	10	19,382 00
11	If you do not claim itemized deductions on Line 10, enter standard deduction. See instructions	11	00
12	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	12	3,720 00
13	Deductions from Schedule 763 ADJ, Line 9	13	00
14	**Add Lines 10, 11, 12 and 13.**	14	23,102 00
15	Virginia Taxable Income computed as a resident. Subtract Line 14 from Line 9	15	96,152 00
16	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	16	%
17	Nonresident Taxable Income. (Multiply Line 15 by percentage on Line 16)	17	00
18	Income Tax from Tax Table or Tax Rate Schedule	18	0 00

Va. Dept. of Taxation
2601044 Rev. 06/20

For Local Use LTD ☐ $_____

XXXXX

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1

(2)

2020 FORM 763 Page 2

Your Name	Your SSN
ALLISON L LYNN AND [redacted]	

19a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099, and VK-1.	19a	00
19b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099, and VK-1.	19b	00
20	2020 Estimated Tax Payments	20	00
21	2019 overpayment credited to 2020 estimated tax	21	0 00
22	Extension Payment - submitted using Form 760IP	22	00
23	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	23	00
24	Total credits from Schedule OSC	24	00
25	Credits from Schedule CR, Section 5, Line 1A	25	00
26	**Total payments and credits. Add Lines 19a through 25**	26	00
27	If Line 18 is larger than Line 26, enter the difference. This is the **INCOME TAX YOU OWE**	27	00
28	If Line 26 is larger than Line 18, enter the difference. This is the **OVERPAYMENT AMOUNT**	28	00
29	Amount of overpayment on Line 28 to be CREDITED TO 2021 ESTIMATED INCOME TAX	29	00
30	Virginia529 and ABLEnow Contributions from Schedule VAC, Part I, Line 6	30	00
31	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	31	00
32	Addition to Tax, Penalty, and Interest from **enclosed** Schedule 763 ADJ, Line 21	32	00
33	Sales and Use Tax is due on Internet, mail order, and out-of-state purchases (Consumer's Use Tax). See instructions. Check here if no sales and use tax is due [X]	33	0 00
34	**Add Lines 29 through 33**	34	00
35	If you owe tax on Line 27, add Lines 27 and 34 **- OR -** If you have an overpayment on Line 28 and Line 34 is is larger than Line 28, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** Check here if paying by credit or debit card - See instructions [ ]	35	00
36	If Line 28 is larger than Line 34, subtract Line 34 from Line 28. This is the amount to be **REFUNDED TO YOU.**	36	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT Domestic Accounts Only No International Deposits

Your Bank Routing Transit Number | **Your Bank Account Number** | Checking | Savings

Nonresident Allocation Percentage

		A - All Sources	B - Virginia Sources
1. Wages, salaries, tips, etc	1	120,000 00	00
2. Interest income	2	139 00	00
3. Dividends	3	00	00
4. Alimony received	4	00	00
5. Business income or loss	5	00	00
6. Capital gain or loss/capital gain distributions	6	00	00
7. Other gains or losses	7	00	00
8. Taxable pensions, annuities and IRA distributions	8	00	
9. Rents, royalties, partnerships, estates, trusts, S corporations, etc	9	70 00	00
10. Farm income or loss	10	00	00
11. Other income	11	00	00
12. Interest on obligations of other states from Schedule 763 ADJ, Line 1	12	00	
13. Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	13	00	00
14. TOTAL - Add Lines 1 through 13 and enter each column total here	14	120,209 00	00
15. Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 16	15		%

[X] I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer.

[ ] I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I (We), the undersigned, declare under penalty provided by law that I (we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature		Your Phone Number 757-737-1009	Date	
Spouse's Signature (If a joint return, **both** must sign)		Spouse's Phone Number	Preparer's PTIN P01679364	Vendor Code 2029
Preparer's Name	Firm's Name (or Yours if Self-Employed) HRB TAX GROUP INC	Preparer's Phone Number 4102350844	Filing Election Code 7	ID Theft PIN

 Form Software Copyright 1996 - 2021 HRB Tax Group, Inc.

(4)

760C - 2020 Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Enclose this form with Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) - OR - Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I - Compute Your Underpayment

1. 2020 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2019 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2020	June 15, 2020	Sept. 15, 2020	Jan. 15, 2021
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2019 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
a. First Payment (Date / Amount)				
b. Second Payment (Date / Amount)				
c. Third Payment (Date / Amount)				
d. Fourth Payment (Date / Amount)				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2020)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

760C 2601033 F Rev. 12/20

Continued on Page 2

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

VA. Dept. of Taxation

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2020 VIRGINIA SPECIAL DEPRECIATION ALLOWANCE ADJUSTMENT

Description	Date Placed in Service	Method	Life	Cost	Current Special Depreciation Allowance	Federal Depreciable Basis **	Federal Current Depreciation	Virginia Depreciable Basis	Virginia Current Depreciation	Virginia Depreciation Adjustment
1724 MATHEW	05-01-2007	S/L	27.5	141997	0	99117	3605	99117	3605	0
TOTAL					0		3605		3605	0

* Indicates Asset was disposed of this year.

** Reflects other Basis Adjustments (i.e. sec. 179 and prior Special Depreciation Allowance)

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2020 VIRGINIA DEPRECIATION SCHEDULE

ALLISON L LYNN AND MOHAMED A IBRAHIM

DESCRIPTION	DATE	METHOD - LIFE	COST	PRIOR 179	CURRENT 179	PR SPEC ALLOW	CURR SPEC ALLOW	BASIS	PRIOR DEPR	CURRENT DEPR	ACCUM DEPR	ADJ BASIS
SCHEDULE E #001												
1724 MATHEWS TE	05-01-07	S/L-27.5	141997	0	0	0	0	99117	45503	3605	49108	50009
1 ASSETS		TOTALS:	141997	0	0	0	0	99117	45503	3605	49108	50009
1 ASSETS		GRAND TOTALS:	141997	0	0	0	0	99117	45503	3605	49108	50009

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VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2020

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name
ALLISON L LYNN

B Your Social Security Number

Spouse's Name
MOHAMED A IBRAHIM

A Spouse's Social Security Number

Part I Tax Return Information

		A Spouse	B Yourself
1.	Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		119254
2.	Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		119254
3.	Taxable Income (Form 760CG, Line 15; 760PY, Line 16, columns A & B; Form 763, Line 17)		96152
4.	Virginia Income Tax (Form 760CG, Line 18; 760PY, Line 17, columns A & B; Form 763 Line 18)		
5.	Withholding (Form 760CG, Line 19a & 19b; 760PY, Lines 19a & 19b; Form 763, Lines 19a & 19b)		
6.	Amount you Owe (Form 760CG, Line 35; Form 760PY, Line 35; Form 763, Line 35)		
7.	Refund (Form 760CG, Line 36; 760PY, Line 36; Form 763, Line 36)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2020, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 11565 as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature _____ Date _____

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 16725 as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature _____ Date _____

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. 52323831501
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2020 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2020). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature _____ Date _____

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2019 Virginia Nonresident Income Tax Return

763
Page 1

Due May 1, 2020

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security Number	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	MI	Last Name	Suffix	Spouse's Social Security No.	Check if deceased
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
129 HOLLOW BROOK ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
TIMONIUM	MD	21093	05-27-1974

State of Residence	Important - Name of Virginia City or County in which principal place of business, employment or income source is located	Locality Code
MARYLAND	PORTSMOUTH ☐ City OR ☐ County	740

Check Applicable Boxes

- ☐ Amended Return
- ☐ Check if Result of NOL ☐
- ☐ Dependent on Another's Return
- ☐ Name(s) or Address Different than Shown on 2018 VA Return
- ☐ Qualifying Farmer, Fisherman or Merchant Seaman
- ☐ Overseas on Due Date

EIC Claimed on federal return
$ _____.00

Filing Status Enter Filing Status Code in box below.

2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and, enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 12.

You	Spouse if Filing Status 2 or 3	Dependents			Total Section 1
1	+ 1	+ 2	= 4	X $930 =	3720

You 65 or over	Spouse 65 or over	You Blind	Spouse Blind		Total Section 2
	+	+	+	=	X $800 =

1	Adjusted Gross Income from federal return - Not federal taxable income	1	112,520 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2.**	3	112,520 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ..... You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ..... Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6 and 7.**	8	00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3**	9	112,520 00
10	Itemized Deductions from Virginia Schedule A, if applicable. See instructions	10	17,156 00
11	If you do not claim itemized deductions on Line 10, enter standard deduction. See instructions	11	00
12	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	12	3,720 00
13	Deductions from Schedule 763 ADJ, Line 9	13	00
14	**Add Lines 10, 11, 12, and 13**	14	20,876 00
15	Virginia Taxable Income computed as a resident. Subtract Line 14 from Line 9	15	91,644 00
16	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	16	%
17	Nonresident Taxable Income. (Multiply Line 15 by percentage on Line 16)	17	00
18	Income Tax from Tax Table or Tax Rate Schedule	18	0 00

Va. Dept. of Taxation
2601044 Rev. 06/19

For Local Use LTD ☐ $_____

XXXXX

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2019 FORM 763 Page 2

Your Name	Your SSN
ALLISON L LYNN AND MOHAMED	

19a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	19a	00
19b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	19b	00
20	2019 Estimated Tax Payments	20	00
21	2018 overpayment credited to 2019 estimated tax	21	0 00
22	Extension Payment - submitted using Form 760IP	22	00
23	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	23	00
24	Total credits from Schedule OSC	24	00
25	Credits from Schedule CR, Section 5, Line 1A	25	00
26	**Total payments and credits. Add Lines 19a through 25**	26	00
27	If Line 18 is larger than Line 26, enter the difference. This is the **INCOME TAX YOU OWE**	27	00
28	If Line 26 is larger than Line 18, enter the difference. This is the **OVERPAYMENT AMOUNT**	28	00
29	Amount of overpayment on Line 28 to be CREDITED TO 2020 ESTIMATED INCOME TAX	29	00
30	Virginia529 and ABLEnow Contributions from Schedule VAC, Part I, Line 6	30	00
31	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	31	00
32	Addition to Tax, Penalty, and Interest from **enclosed** Schedule 763 ADJ, Line 21	32	00
33	Sales and Use Tax is due on Internet, mail order, and out-of-state purchases (Consumer's Use Tax). See instructions ... Check here if no sales and use tax is due [X]	33	0 00
34	**Add Lines 29 through 33**	34	00
35	If you owe tax on Line 27, add Lines 27 and 34 - **OR** - If you have an overpayment on Line 28 and Line 34 is larger than Line 28, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** ... Check here if paying by credit or debit card - See instructions [ ]	35	00
36	If Line 28 is larger than Line 34, subtract Line 34 from Line 28. This is the amount to be **REFUNDED TO YOU.**	36	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT Domestic Accounts Only No International Deposits	**Your Bank Routing Transit Number**	**Your Bank Account Number**	Checking	Savings

Nonresident Allocation Percentage

		A - All Sources	B - Virginia Sources
1. Wages, salaries, tips, etc	1	114,778 00	00
2. Interest income	2	199 00	00
3. Dividends	3	100 00	00
4. Alimony received	4	00	00
5. Business income or loss	5	00	00
6. Capital gain or loss/capital gain distributions	6	547 00	00
7. Other gains or losses	7	00	00
8. Taxable pensions, annuities and IRA distributions	8	00	
9. Rents, royalties, partnerships, estates, trusts, S corporations, etc	9	-2,215 00	-2,215 00
10. Farm income or loss	10	00	00
11. Other income	11	00	00
12. Interest on obligations of other states from Schedule 763 ADJ, Line 1	12	00	
13. Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	13	00	00
14. TOTAL - Add Lines 1 through 13 and enter each column total here	14	113,409 00	-2,215 00
15. Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 16	15		%

[X] I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer. [ ] I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I (We), the undersigned, declare under penalty provided by law that I (we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature	Your Phone Number	Date	
	757-737-1009		
Spouse's Signature (If a joint return, **both** must sign)	Spouse's Phone Number	Preparer's PTIN	Vendor Code
		P00030783	2029
Preparer's Name / Firm's Name (or Yours if Self-Employed)	Preparer's Phone Number	Filing Election Code	ID Theft PIN
HRB TAX GROUP INC	4102350844	7	

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2019 VA Schedule A/CG

Itemized Deductions - Enclose Schedule A with your return, when claiming itemized deductions.

ALLISON L LYNN AND MOHAMED A I

Medical & Dental Expenses	1.	
Federal Adjusted Gross Income (FAGI)	2.	
10% of Line 2	3.	
Total of Line 1 minus Line 3 or $0	4.	0
State & Local - Income Taxes OR General Sales Taxes Claiming General Sales Tax	5a.	8085
State & Local - Real Estate Taxes	5b.	3966
State & Local - Personal Property Taxes	5c.	
Other Deductible Taxes - type & amount	6.	
Total Taxes Paid	7.	12051
Did not use all of home mortgage loan(s) to buy, build, or improve home Home mortgage interest & points reported to you on Federal Form 1098	8a.	12930
Home mortgage interest not reported to you on Federal Form 1098	8b.	
Points not reported to you on Federal Form 1098	8c.	
Total Home Mortgage Interest & Points	8e.	12930
Investment Interest	9.	
Total Interest Paid	10.	12930
Gifts to Charity - by cash or check	11.	160
Gifts to Charity - other than by cash or check	12.	100
Gifts to Charity - carryover from prior year	13.	
Total Gifts to Charity	14.	260
Casualty & Theft Loss(es)	15.	0
Gambling Losses	16a.	
Other Itemized Deductions - type & amount	16b.	0
Total Other Itemized Deductions	16c.	0
Total VA Schedule A Itemized Deductions	17.	25241
State and Local Income Tax	18.	8085
Virginia Itemized Deductions	19.	17156

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760C - 2019

Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Enclose this form with Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) – OR – Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I - Compute Your Underpayment

1. 2019 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2018 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2019	June 15, 2019	Sept. 15, 2019	Jan. 15, 2020
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2018 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2019)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

	Date	Amount
a. First Payment		
b. Second Payment		
c. Third Payment		
d. Fourth Payment		

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Continued on Page 2 →

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

VA. Dept. of Taxation

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2019 VIRGINIA SPECIAL DEPRECIATION ALLOWANCE ADJUSTMENT

Description	Date Placed in Service	Method	Life	Cost	Current Special Depreciation Allowance	Federal Depreciable Basis **	Federal Current Depreciation	Virginia Depreciable Basis	Virginia Current Depreciation	Virginia Depreciation Adjustment
1724 MATHEW	05-01-2007	S/L	27.5	141997	0	99117	3604	99117	3604	0
NEW ROOF PA	12-15-2008	S/L	27.5	3755	0	3755	137	3755	137	0
NEW ROOF FI	02-10-2009	S/L	27.5	1057	0	1057	38	1057	38	0
NEW PLUMBIN	10-08-2012	S/L	27.5	1665	0	1665	61	1665	61	0
FURNACE AND	11-16-2016	S/L	27.5	3650	0	3650	133	3650	133	0
TOTAL					0		3973		3973	0

* Indicates Asset was disposed of this year.

** Reflects other Basis Adjustments (i.e. sec. 179 and prior Special Depreciation Allowance)

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2019 VIRGINIA DEPRECIATION SCHEDULE

ALLISON L LYNN AND MOHAMED A IBRAHIM

DESCRIPTION	DATE	METHOD - LIFE	COST	PRIOR 179	CURRENT 179	PR SPEC ALLOW	CURR SPEC ALLOW	BASIS	PRIOR DEPR	CURRENT DEPR	ACCUM DEPR	ADJ BASIS
SCHEDULE E #001												
1724 MATHEWS TE	05-01-07	S/L-27.5	141997	0	0	0	0	99117	41899	3604	45503	53614
NEW ROOF PARTIA	12-15-08	S/L-27.5	3755	0	0	0	0	3755	1375	137	1512	2243
NEW ROOF FINAL	02-10-09	S/L-27.5	1057	0	0	0	0	1057	376	38	414	643
NEW PLUMBING	10-08-12	S/L-27.5	1665	0	0	0	0	1665	379	61	440	1225
FURNACE AND AC	11-16-16	S/L-27.5	3650	0	0	0	0	3650	283	133	416	3234
5 ASSETS		TOTALS:	152124	0	0	0	0	109244	44312	3973	48285	60959
5 ASSETS		GRAND TOTALS:	152124	0	0	0	0	109244	44312	3973	48285	60959

(14)

VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2019

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name	B Your Social Security Number
ALLISON L LYNN	
Spouse's Name	A Spouse's Social Security Number
MOHAMED A IBRAHIM	

Part I Tax Return Information

	A Spouse	B Yourself
1. Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		112520
2. Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		112520
3. Taxable Income (Form 760CG, Line 15; 760PY, Line 16, columns A & B; Form 763, Line 17)		91644
4. Virginia Income Tax (Form 760CG, Line 18; 760PY, Line 17, columns A & B; Form 763 Line 18)		
5. Withholding (Form 760CG, Line 19a & 19b; 760PY, Lines 19a & 19b; Form 763, Lines 19a & 19b)		
6. Amount you Owe (Form 760CG, Line 35; Form 760PY, Line 35; Form 763, Line 35)		
7. Refund (Form 760CG, Line 36; 760PY, Line 36; Form 763, Line 36)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2019, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 11565 as my signature on my 2019 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2019 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature _____ Date _____

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 16725 as my signature on my 2019 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2019 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature _____ Date _____

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. 52323801808
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2019 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2019). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature _____ Date _____

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Page 1

2018 Virginia Nonresident Income Tax Return

Due May 1, 2019

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security Number	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	**MI**	**Last Name**	**Suffix**	**Spouse's Social Security No.**	**Check if deceased**
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
129 HOLLOW BROOK ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
TIMONIUM	MD	21093	05-27-1974

State of Residence	**Important** - Name of Virginia City or County in which principal place of business, employment or income source is located.	Locality Code
MARYLAND	PORTSMOUTH ☐ City **OR** ☐ County	740

Check Applicable Boxes

☐ Amended Return
☐ Check if Result of NOL
☐ Dependent on Another's Return
☐ Name(s) or Address Different than Shown on 2017 VA Return
☐ Qualifying Farmer, Fisherman or Merchant Seaman
☐ Overseas on Due Date

EIC Claimed on federal return $ _____.00

Filing Status Enter Filing Status Code in box below.

2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and, enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 13.

You		Spouse if Filing Status 2 or 3		Dependents			X $930 =	Total Section 1
1	+	1	+	2	=	4		3720

You 65 or over		Spouse 65 or over		You Blind		Spouse Blind			X $800 =	Total Section 2
	+		+		+		=			

1	Adjusted Gross Income from federal return - Not federal taxable income	1	106,258 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2**	3	106,258 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ..... You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ..... Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	1,866 00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6 and 7**	8	1,866 00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3**	9	104,392 00
10	Itemized Deductions. See instructions	10	00
11	State and local income taxes claimed from Virginia Schedule A, if claiming itemized deductions	11	00
12	If claiming itemized deductions subtract Line 11 from Line 10 or enter standard deduction amount	12	6,000 00
13	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	13	3,720 00
14	Deductions from Schedule 763 ADJ, Line 9	14	00
15	**Add Lines 12, 13, and 14**	15	9,720 00
16	Virginia Taxable Income computed as a resident. Subtract Line 15 from Line 9	16	94,672 00
17	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	17	%
18	Nonresident Taxable Income. (Multiply Line 16 by percentage on Line 17)	18	00
19	Income Tax from Tax Table or Tax Rate Schedule	19	0 00

Va. Dept. of Taxation
2601044 Rev. 10/18

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XXXXX

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2018 FORM 763 Page 2

Your Name	Your SSN
ALLISON L LYNN AND MOHAMED	

20a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20a	00
20b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20b	00
21	2018 Estimated Tax Payments	21	00
22	2017 overpayment credited to 2018 estimated tax	22	0 00
23	Extension Payment - submitted using Form 760IP	23	00
24	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	24	00
25	Total credits from Schedule OSC	25	00
26	Reserved for future use	26	
27	Credits from Schedule CR, Section 5, Line 1A	27	00
28	**Total payments and credits. Add Lines 20a through 27.**	28	00
29	If Line 19 is larger than Line 28, enter the difference. This is the **INCOME TAX YOU OWE**	29	00
30	If Line 28 is larger than Line 19, enter the difference. This is the **OVERPAYMENT AMOUNT**	30	00
31	Amount of overpayment on Line 30 to be CREDITED TO 2019 ESTIMATED INCOME TAX	31	00
32	Virginia529 and ABLEnow Contributions from Schedule VAC, Part I, Line 6	32	00
33	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	33	00
34	Addition to Tax, Penalty and Interest from **enclosed** Schedule 763 ADJ, Line 21	34	00
35	Sales and Use Tax is due on Internet, mail order, and out-of-state purchases (Consumer's Use Tax). See instructions ... Check here if no sales and use tax is due [X]	35	0 00
36	Add Lines 31 through 35	36	00
37	If you owe tax on Line 29, add Lines 29 and 36 - **OR** - If you have an overpayment on Line 30 and Line 36 is larger than Line 30, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** ... Check here if paying by credit or debit card - See instructions [ ]	37	00
38	If Line 30 is larger than Line 36, subtract Line 36 from Line 30. This is the amount to be **REFUNDED TO YOU.**	38	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT Domestic Accounts Only No International Deposits — **Your Bank Routing Transit Number** — **Your Bank Account Number** — Checking — Savings

Nonresident Allocation Percentage

		A - All Sources	B - Virginia Sources
1.	Wages, salaries, tips, etc	111,565 00	00
2.	Interest income	244 00	00
3.	Dividends	96 00	00
4.	Alimony received	00	00
5.	Business income or loss	00	00
6.	Capital gain or loss/capital gain distributions	-4,423 00	00
7.	Other gains or losses	00	00
8.	Taxable pensions, annuities and IRA distributions	00	
9.	Rents, royalties, partnerships, estates, trusts, S corporations, etc	-4,423 00	-4,423 00
10.	Farm income or loss	00	00
11.	Other income	1,866 00	00
12.	Interest on obligations of other states from Schedule 763 ADJ, Line 1	00	
13.	Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	00	00
14.	TOTAL - Add Lines 1 through 13 and enter each column total here	104,925 00	-4,423 00
15.	Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 17		-4.2 %

[X] I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer. [ ] I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I(We), the undersigned, declare under penalty provided by law that I(we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature		Your Phone Number 757-737-1009	Date
Spouse's Signature (If a joint return, **both** must sign)		Spouse's Phone Number	Preparer's PTIN P00030783 / Vendor Code 2029
Preparer's Name	Firm's Name (or Yours if Self-Employed) HRB TAX GROUP INC	Preparer's Phone Number 4102350844	Filing Election Code 7 / ID Theft PIN

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760C - 2018

Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Enclose this form with Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) - OR - Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I - Compute Your Underpayment

1. 2018 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2017 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2018	June 15, 2018	Sept. 15, 2018	Jan. 15, 2019
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2017 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2018)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

	Date	Amount
a. First Payment		
b. Second Payment		
c. Third Payment		
d. Fourth Payment		

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Continued on Page 2

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

VA. Dept. of Taxation

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

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2018 VIRGINIA SPECIAL DEPRECIATION ALLOWANCE ADJUSTMENT

Description	Date Placed in Service	Method	Life	Cost	Current Special Depreciation Allowance	Federal Depreciable Basis **	Federal Current Depreciation	Virginia Depreciable Basis	Virginia Current Depreciation	Virginia Depreciation Adjustment
1724 MATHEW	05-01-2007	S/L	27.5	141997	0	99117	3605	99117	3605	0
NEW ROOF PA	12-15-2008	S/L	27.5	3755	0	3755	137	3755	137	0
NEW ROOF FI	02-10-2009	S/L	27.5	1057	0	1057	38	1057	38	0
NEW PLUMBIN	10-08-2012	S/L	27.5	1665	0	1665	61	1665	61	0
FURNACE AND	11-16-2016	S/L	27.5	3650	0	3650	133	3650	133	0
TOTAL					0		3974		3974	0

* Indicates Asset was disposed of this year.

** Reflects other Basis Adjustments (i.e. sec. 179 and prior Special Depreciation Allowance)

(D)

2018 VIRGINIA DEPRECIATION SCHEDULE

ALLISON L LYNN AND MOHAMED A IBRAHIM

DESCRIPTION	DATE	METHOD - LIFE	COST	PRIOR 179	CURRENT 179	PR SPEC ALLOW	CURR SPEC ALLOW	BASIS	PRIOR DEPR	CURRENT DEPR	ACCUM DEPR	ADJ BASIS
SCHEDULE E #001												
1724 MATHEWS TE	05-01-07	S/L-27.5	141997	0	0	0	0	99117	38294	3605	41899	57218
NEW ROOF PARTIA	12-15-08	S/L-27.5	3755	0	0	0	0	3755	1238	137	1375	2380
NEW ROOF FINAL	02-10-09	S/L-27.5	1057	0	0	0	0	1057	338	38	376	681
NEW PLUMBING	10-08-12	S/L-27.5	1665	0	0	0	0	1665	318	61	379	1286
FURNACE AND AC	11-16-16	S/L-27.5	3650	0	0	0	0	3650	150	133	283	3367
5 ASSETS		TOTALS:	152124	0	0	0	0	109244	40338	3974	44312	64932
5 ASSETS		GRAND TOTALS:	152124	0	0	0	0	109244	40338	3974	44312	64932

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VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2018

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name
ALLISON L LYNN

B Your Social Security Number

Spouse's Name
MOHAMED A IBRAHIM

A Spouse's Social Security Number

Part I Tax Return Information

		A Spouse	B Yourself
1.	Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		106258
2.	Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		104392
3.	Taxable Income (Form 760CG, Line 16; 760PY, Line 17, columns A & B; Form 763, Line 18)		94672
4.	Virginia Income Tax (Form 760CG, Line 19; 760PY, Line 18, columns A & B; Form 763 Line 19)		
5.	Withholding (Form 760CG, Line 20a & b; 760PY, Lines 20a & 20b; Form 763, Lines 20a & 20b)		
6.	Amount you Owe (Form 760CG, Line 37; Form 760PY, Line 37; Form 763, Line 37)		
7.	Refund (Form 760CG, Line 38; 760PY, Line 38; Form 763, Line 38)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2018, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 11565 as my signature on my 2018 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2018 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature _____ Date _____

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 16725 as my signature on my 2018 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2018 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature _____ Date _____

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. 52323801808
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2018 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2018). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature _____ Date _____

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2017 Virginia Nonresident Income Tax Return

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Page 1

Due May 1, 2018

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security Number	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	**MI**	**Last Name**	**Suffix**	**Spouse's Social Security No.**	**Check if deceased**
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
4008 FALLS ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
BALTIMORE	MD	21211	05-27-1974

State of Residence	Important - Name of Virginia City or County in which principal place of business, employment or income source is located	Locality Code
MARYLAND	PORTSMOUTH ☐ City OR ☐ County	740

Check Applicable Boxes

- ☐ Amended Return
- ☐ Check if Result of NOL
- ☐ Dependent on Another's Return
- ☐ Name(s) or Address Different than Shown on 2016 VA Return
- ☐ Qualifying Farmer, Fisherman or Merchant Seaman
- ☐ Overseas on Due Date

EIC Claimed on federal return $ _____.00

Filing Status Enter Filing Status Code in box below.

2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and, enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 13.

You	Spouse if Filing Status 2 or 3	Dependents			Total Section 1
1	+ 1	+ 2	= 4	X $930 =	3720

You 65 or over	Spouse 65 or over	You Blind	Spouse Blind		Total Section 2
	+	+	+	= X $800 =	

1	Adjusted Gross Income from federal return - Not federal taxable income	1	108,219 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2**	3	108,219 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ..... You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ..... Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	2,197 00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6 and 7**	8	2,197 00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3**	9	106,022 00
10	Itemized Deductions. See instructions	10	19,697 00
11	State and local income taxes claimed from federal Schedule A, if claiming itemized deductions	11	8,319 00
12	If claiming itemized deductions subtract Line 11 from Line 10 or enter standard deduction amount	12	11,378 00
13	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	13	3,720 00
14	Deductions from Schedule 763 ADJ, Line 9	14	00
15	**Add Lines 12, 13, and 14**	15	15,098 00
16	Virginia Taxable Income computed as a resident. Subtract Line 15 from Line 9	16	90,924 00
17	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	17	%
18	Nonresident Taxable Income. (Multiply Line 16 by percentage on Line 17)	18	00
19	Income Tax from Tax Table or Tax Rate Schedule	19	0 00

Va. Dept. of Taxation
2601044 Rev. 06/17

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XXXXX

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Your Name	Your SSN
ALLISON L LYNN AND MOHAMED	

20a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20a	00
20b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20b	00
21	2017 Estimated Tax Payments	21	00
22	2016 overpayment credited to 2017 estimated tax	22	0 00
23	Extension Payment - submitted using Form 760IP	23	00
24	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	24	00
25	Total credits from Schedule OSC	25	00
26	Reserved for future use	26	
27	Credits from Schedule CR, Section 5, Line 1A	27	00
28	**Total payments and credits. Add Lines 20a through 27**	28	00
29	If Line 19 is larger than Line 28, enter the difference. This is the **INCOME TAX YOU OWE**	29	00
30	If Line 28 is larger than Line 19, enter the difference. This is the **OVERPAYMENT AMOUNT**	30	00
31	Amount of overpayment on Line 30 to be CREDITED TO 2018 ESTIMATED INCOME TAX	31	00
32	Virginia College Savings Plan Contributions from Schedule VAC, Part I, Line 6	32	00
33	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	33	00
34	Addition to Tax, Penalty and Interest from **enclosed** Schedule 763 ADJ, Line 21	34	00
35	Sales and Use Tax is due on Internet, mail order, and out-of-state purchases (Consumer's Use Tax). See instructions ... Check here if no sales and use tax is due [X]	35	0 00
36	Add Lines 31 through 35	36	00
37	If you owe tax on Line 29, add Lines 29 and 36 - **OR** - If you have an overpayment on Line 30 and Line 36 is larger than Line 30, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** ... Check here if paying by credit or debit card - See instructions [X]	37	00
38	If Line 30 is larger than Line 36, subtract Line 36 from Line 30. This is the amount to be **REFUNDED TO YOU.**	38	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT
Domestic Accounts Only
No International Deposits

Your Bank Routing Transit Number | **Your Bank Account Number** | Checking | Savings

Nonresident Allocation Percentage

		A - All Sources	B - Virginia Sources
1. Wages, salaries, tips, etc	1	108,754 00	00
2. Interest income	2	174 00	00
3. Dividends	3	119 00	00
4. Alimony received	4	00	00
5. Business income or loss	5	00	00
6. Capital gain or loss/capital gain distributions	6	466 00	00
7. Other gains or losses	7	00	00
8. Taxable pensions, annuities and IRA distributions	8	00	
9. Rents, royalties, partnerships, estates, trusts, S corporations, etc	9	-2,281 00	-2,281 00
10. Farm income or loss	10	00	00
11. Other income	11	2,197 00	00
12. Interest on obligations of other states from Schedule 763 ADJ, Line 1	12	00	
13. Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	13	00	00
14. TOTAL - Add Lines 1 through 13 and enter each column total here	14	109,429 00	-2,281 00
15. Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 17	15		-2.1 %

[X] I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer.

[ ] I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I (We), the undersigned, declare under penalty provided by law that I (we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature		Your Phone Number	Date	
Spouse's Signature (If a joint return, **both** must sign)		Spouse's Phone Number	Preparer's PTIN P00030783	Vendor Code 2029
Preparer's Name	Firm's Name (or Yours if Self-Employed) HRB TAX GROUP INC	Preparer's Phone Number 4102350844	Filing Election Code 7	Office Use Only

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760C – 2017 Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Enclose this form with Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) – OR – Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I – Compute Your Underpayment

1. 2017 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2016 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2017	June 15, 2017	Sept. 15, 2017	Jan. 15, 2018
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2016 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2017)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

	Date	Amount
a. First Payment		
b. Second Payment		
c. Third Payment		
d. Fourth Payment		

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Continued on Page 2

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

VA. Dept. of Taxation

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2017 VIRGINIA SPECIAL DEPRECIATION ALLOWANCE ADJUSTMENT

Description	Date Placed in Service	Method	Life	Cost	Current Special Depreciation Allowance	Federal Depreciable Basis **	Federal Current Depreciation	Virginia Depreciable Basis	Virginia Current Depreciation	Virginia Depreciation Adjustment
1724 MATHEW	05-01-2007	S/L	27.5	141997	0	99117	3604	99117	3604	0
NEW ROOF PA	12-15-2008	S/L	27.5	3755	0	3755	137	3755	137	0
NEW ROOF FI	02-10-2009	S/L	27.5	1057	0	1057	38	1057	38	0
NEW PLUMBIN	10-08-2012	S/L	27.5	1665	0	1665	61	1665	61	0
FURNACE AND	11-16-2016	S/L	27.5	3650	0	3650	133	3650	133	0
TOTAL					0		3973		3973	0

* Indicates Asset was disposed of this year.

** Reflects other Basis Adjustments (i.e. sec. 179 and prior Special Depreciation Allowance)

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2017 VIRGINIA DEPRECIATION SCHEDULE

ALLISON L LYNN AND MOHAMED A IBRAHIM

DESCRIPTION	DATE	METHOD - LIFE	COST	PRIOR 179	CURRENT 179	PR SPEC ALLOW	CURR SPEC ALLOW	BASIS	PRIOR DEPR	CURRENT DEPR	ACCUM DEPR	ADJ BASIS
SCHEDULE E #001												
1724 MATHEWS TE	05-01-07	S/L-27.5	141997	0	0	0	0	99117	34690	3604	38294	60823
NEW ROOF PARTIA	12-15-08	S/L-27.5	3755	0	0	0	0	3755	1101	137	1238	2517
NEW ROOF FINAL	02-10-09	S/L-27.5	1057	0	0	0	0	1057	300	38	338	719
NEW PLUMBING	10-08-12	S/L-27.5	1665	0	0	0	0	1665	257	61	318	1347
FURNACE AND AC	11-16-16	S/L-27.5	3650	0	0	0	0	3650	17	133	150	3500
5 ASSETS		TOTALS:	152124	0	0	0	0	109244	36365	3973	40338	68906
5 ASSETS		GRAND TOTALS:	152124	0	0	0	0	109244	36365	3973	40338	68906

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2016 Virginia Nonresident Income Tax Return

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Page 1

Due May 1, 2017

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security No.	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	**MI**	**Last Name**	**Suffix**	**Spouse's Social Security No.**	**Check if deceased**
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
4008 FALLS ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
BALTIMORE	MD	21211	05-27-1974

State of Residence	Important - Name of Virginia City or County in which principal place of business, employment or income source is located	Locality Code
MARYLAND	PORTSMOUTH ☐ City OR ☐ County	740

Check Applicable Boxes

☐ Amended Return
Check if Result of NOL ☐
☐ Dependent on Another's Return
☐ Name(s) or Address Different than Shown on 2015 VA Return
☐ Qualifying Farmer, Fisherman or Merchant Seaman
☐ Overseas on Due Date
EIC Claimed on federal return
$ _____.00

Filing Status Enter Filing Status Code in box below.

Code: 2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and, enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 13.

You	+	Spouse if Filing Status 2 or 3	+	Dependents	=		X $930 =	Total Section 1
1	+	1	+	2	=	4	X $930 =	3720

You 65 or over	+	Spouse 65 or over	+	You Blind	+	Spouse Blind	=		X $800 =	Total Section 2
	+		+		+		=		X $800 =	

1	Adjusted Gross Income from federal return - Not federal taxable income	1	97,330 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2**	3	97,330 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ..... You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ..... Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return.	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	2,130 00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6 and 7**	8	2,130 00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3**	9	95,200 00
10	Itemized Deductions. See instructions	10	18,987 00
11	State and local income taxes claimed from federal Schedule A, if claiming itemized deductions	11	7,807 00
12	If claiming itemized deductions subtract Line 11 from Line 10 or enter standard deduction amount	12	11,180 00
13	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	13	3,720 00
14	Deductions from Schedule 763 ADJ, Line 9	14	00
15	**Add Lines 12, 13, and 14**	15	14,900 00
16	Virginia Taxable Income computed as a resident. Subtract Line 15 from Line 9	16	80,300 00
17	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	17	%
18	Nonresident Taxable Income. (Multiply Line 16 by percentage on Line 17)	18	00
19	Income Tax from Tax Table or Tax Rate Schedule	19	0 00

Va. Dept. of Taxation
2601044 REV. 08/16

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2016 FORM 763 Page 2

Your Name	Your SSN
ALLISON L LYNN AND MOHAMED	

20a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20a	00
20b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20b	00
21	2016 Estimated Tax Payments	21	00
22	2015 overpayment credited to 2016 estimated tax	22	0 00
23	Extension Payment - submitted using Form 760IP	23	00
24	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	24	00
25	Total credits from Schedule OSC	25	00
26	Credit for Political Contributions	26	00
27	Credits from Schedule CR, Section 5, Line 1A	27	00
28	**Total payments and credits. Add Lines 20a through 27**	28	00
29	If Line 19 is larger than Line 28, enter the difference. This is the **INCOME TAX YOU OWE**	29	00
30	If Line 28 is larger than Line 19, enter the difference. This is the **OVERPAYMENT AMOUNT**	30	00
31	Amount of overpayment on Line 30 to be CREDITED TO 2017 ESTIMATED INCOME TAX	31	00
32	Virginia College Savings Plan Contributions from Schedule VAC, Part I, Line 6	32	00
33	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	33	00
34	Addition to Tax, Penalty and Interest from **enclosed** Schedule 763 ADJ, Line 21	34	00
35	Sales and Use Tax is due on Internet, mail order, and out-of-state purchases (Consumer's Use Tax). See instructions. Do not leave blank. If you owe no sales and use tax, enter 00	35	0 00
36	Add Lines 31 through 35	36	00
37	If you owe tax on Line 29, add Lines 29 and 36 - **OR** - If you have an overpayment on Line 30 and Line 36 is larger than Line 30, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** ..... Check here if paying by credit or debit card - See instructions	37	00
38	If Line 30 is larger than Line 36, subtract Line 36 from Line 30. This is the amount to be **REFUNDED TO YOU.**	38	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT Domestic Accounts Only No International Deposits — **Your Bank Routing Transit Number** — **Your Bank Account Number** — Checking — Savings

Nonresident Allocation Percentage

			A - All Sources		B - Virginia Sources	
1	Wages, salaries, tips, etc	1	102,309	00		00
2	Interest income	2	118	00		00
3	Dividends	3		00		00
4	Alimony received	4		00		00
5	Business income or loss	5		00		00
6	Capital gain or loss/capital gain distributions	6		00		00
7	Other gains or losses	7		00		00
8	Taxable pensions, annuities and IRA distributions	8		00		
9	Rents, royalties, partnerships, estates, trusts, S corporations, etc	9	-6,096	00	-6,096	00
10	Farm income or loss	10		00		00
11	Other income	11	2,130	00		00
12	Interest on obligations of other states from Schedule 763 ADJ, Line 1	12		00		
13	Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	13		00		00
14	TOTAL - Add Lines 1 through 13 and enter each column total here	14	98,461	00	-6,096	00
15	Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 17	15			-6.2 %	

[X] I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer.

[ ] I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I (We), the undersigned, declare under penalty provided by law that I (we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature		Your Phone Number	Date
Spouse's Signature (If a joint return, **both** must sign)		Spouse's Phone Number	Preparer's PTIN: P00030783 / Vendor Code: 2029
Preparer's Name	Firm's Name (or Yours if Self-Employed): HRB TAX GROUP INC	Preparer's Phone Number: 8004725625	Filing Election Code: 7 / Office Use Only

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760C - 2016

Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Attach this form to Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) - OR - Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I - Compute Your Underpayment

1. 2016 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2015 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	0
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2016	June 15, 2016	Sept. 15, 2016	Jan. 15, 2017
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2015 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2016)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

	Date	Amount
a. First Payment		
b. Second Payment		
c. Third Payment		
d. Fourth Payment		

760C 2601033 W Rev. 01/17

Continued on Page 2

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

VA. Dept. of Taxation

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VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2016

DO NOT SEND THIS VA-8879 TO THE VA DEPT OF TAXATION OR THE IRS.
IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name ALLISON L LYNN

B Your Social Security Number

Spouse's Name MOHAMED A IBRAHIM

A Spouse's Social Security Number

Part I Tax Return Information

		A Spouse	B Yourself
1.	Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		97330
2.	Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		95200
3.	Taxable Income (Form 760CG, Line 16; 760PY, Line 17, columns A & B; Form 763, Line 18)		80300
4.	Virginia Income Tax (Form 760CG, Line 19; 760PY, Line 18, columns A & B; Form 763 Line 19)		
5.	Withholding (Form 760CG, Line 20a & b; 760PY, Lines 20a & 20b; Form 763, Lines 20a & 20b)		
6.	Amount you Owe (Form 760CG, Line 37; Form 760PY, Line 37; Form 763, Line 37)		
7.	Refund (Form 760CG, Line 38; 760PY, Line 38; Form 763, Line 38)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2016, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (The Department) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to the Department. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 11565 as my signature on my 2016 e-filed Virginia individual income tax return.

Do not enter all zeros

HRB TAX GROUP INC

ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2016 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature _____ Date _____

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 16725 as my signature on my 2016 e-filed Virginia individual income tax return.

Do not enter all zeros

HRB TAX GROUP INC

ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2016 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature _____ Date _____

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. 43331301808

Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2016 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2016). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature _____ Date 10-23-2024

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2015 Virginia Nonresident Income Tax Return

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Page 1

Due May 2, 2016

Enclose a complete copy of your federal tax return and all other required Virginia enclosures.

First Name	MI	Last Name	Suffix	Your Social Security No.	Check if deceased
ALLISON	L	LYNN			☐
Spouse's First Name (Filing Status 2 Only)	**MI**	**Last Name**	**Suffix**	**Spouse's Social Security No.**	**Check if deceased**
MOHAMED	A	IBRAHIM			☐

Present Home Address (Number and Street or Rural Route)			Your Birth Date (mm-dd-yyyy)
4008 FALLS ROAD			05-10-1972
City, Town or Post Office	**State**	**ZIP Code**	**Spouse's Birth Date (mm-dd-yyyy)**
BALTIMORE	MD	21211	05-27-1974

State of Residence	**Important** - Name of Virginia City or County in which principal place of business, employment or income source is located	Locality Code
MARYLAND	PORTSMOUTH [X] City **OR** [ ] County	740

Check Applicable Boxes

- ☐ Amended Return — Check if Result of NOL ☐
- ☐ Dependent on Another's Return
- ☐ Name(s) or Address Different than Shown on 2014 VA Return
- ☐ Qualifying Farmer, Fisherman or Merchant Seaman
- ☐ Overseas on Due Date
- EIC Claimed on federal return $ _____.00

Filing Status Enter Filing Status Code in box below.

Code: 2

1 = Single. Federal head of household? YES ☐
2 = Married, Filing Joint Return - both must have Virginia income
3 = Married, Spouse Has No Income From Any Source
4 = Married, Filing Separate Returns

If Filing Status 3 or 4, enter spouse's SSN in the Spouse's Social Security Number box at top of form and, enter Spouse's Name _____

Exemptions Add Sections 1 and 2. Enter the sum on Line 13.

You	+ Spouse if Filing Status 2 or 3	+ Dependents	=	X $930 = Total Section 1
1	1	2	4	3720

You 65 or over	+ Spouse 65 or over	+ You Blind	+ Spouse Blind	=	X $800 = Total Section 2

1	Adjusted Gross Income from federal return - Not federal taxable income	1	109,752 00
2	Additions from Schedule 763 ADJ, Line 3	2	00
3	**Add Lines 1 and 2**	3	109,752 00
4	Age Deduction (See instructions and the Age Deduction Worksheet) ..... You	4a	00
	Enter Birth Dates above. Enter Your Age Deduction on Line 4a and Your Spouse's Age Deduction on Line 4b ..... Spouse	4b	00
5	Social Security Act and equivalent Tier 1 Railroad Retirement Act benefits reported on your federal return.	5	00
6	State income tax refund or overpayment credit reported as income on your federal return	6	1,895 00
7	Subtractions from Schedule 763 ADJ, Line 7	7	00
8	**Add Lines 4a, 4b, 5, 6 and 7**	8	1,895 00
9	**Virginia Adjusted Gross Income (VAGI). Subtract Line 8 from Line 3**	9	107,857 00
10	Itemized Deductions. See instructions	10	19,208 00
11	State and local income taxes claimed from federal Schedule A, if claiming itemized deductions	11	8,384 00
12	If claiming itemized deductions subtract Line 11 from Line 10 or enter standard deduction amount	12	10,824 00
13	Exemption amount. Enter the total amount from the Exemption Sections 1 and 2 above	13	3,720 00
14	Deductions from Schedule 763 ADJ, Line 9	14	764 00
15	**Add Lines 12, 13, and 14**	15	15,308 00
16	Virginia Taxable Income computed as a resident. Subtract Line 15 from Line 9	16	92,549 00
17	Percentage from Nonresident Allocation Section on Page 2 (Enter to one decimal place only)	17	%
18	Nonresident Taxable Income. (Multiply Line 16 by percentage on Line 17)	18	00
19	Income Tax from Tax Table or Tax Rate Schedule	19	0 00

Va. Dept. of Taxation
2601044 REV. 09/15

For Local Use **LTD** ☐ $ _____

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2015 FORM 763 Page 2

Your Name	Your SSN
ALLISON L LYNN AND MOHAMED	

20a	Your Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20a	00
20b	Spouse's Virginia income tax withheld. Enclose Forms W-2, W-2G, 1099 and VK-1	20b	00
21	2015 Estimated Tax Payments	21	00
22	2014 overpayment credited to 2015 estimated tax	22	0 00
23	Extension Payment - submitted using Form 760IP	23	00
24	Credit for Low-Income Individuals or Virginia Earned Income Credit from Schedule 763 ADJ, Line 17	24	00
25	Total credits from Schedule OSC	25	00
26	Credit for Political Contributions	26	00
27	Credits from Schedule CR, Section 5, Line 1A	27	00
28	**Total payments and credits. Add Lines 20a through 27**	28	00
29	If Line 19 is larger than Line 28, enter the difference. This is the **INCOME TAX YOU OWE**	29	00
30	If Line 28 is larger than Line 19, enter the difference. This is the **OVERPAYMENT AMOUNT**	30	00
31	Amount of overpayment on Line 30 to be CREDITED TO 2016 ESTIMATED INCOME TAX	31	00
32	Virginia College Savings Plan Contributions from Schedule VAC, Part I, Line 6	32	00
33	Other Voluntary Contributions from Schedule VAC, Section II, Line 14	33	00
34	Addition to Tax, Penalty and Interest from **enclosed** Schedule 763 ADJ, Line 21	34	00
35	Consumer's Use Tax. You may be liable if sales tax was not paid on Internet or other purchases. See instructions	35	00
36	Add Lines 31 through 35	36	00
37	If you owe tax on Line 29, add Lines 29 and 36 - **OR** - If you have an overpayment on Line 30 and Line 36 is larger than Line 30, enter the difference. **AMOUNT YOU OWE.** Enclose payment or pay at **www.tax.virginia.gov.** ..... Check here if paying by credit or debit card - See instructions	37	00
38	If Line 30 is larger than Line 36, subtract Line 36 from Line 30. This is the amount to be **REFUNDED TO YOU.**	38	00

If the Direct Deposit section below is not completed, your refund will be issued by check.

DIRECT BANK DEPOSIT Domestic Accounts Only No International Deposits — **Your Bank Routing Transit Number** — **Your Bank Account Number** — Checking — Savings

Nonresident Allocation Percentage

			A - All Sources	B - Virginia Sources
1	Wages, salaries, tips, etc	1	109,752 00	00
2	Interest income	2	220 00	00
3	Dividends	3	00	00
4	Alimony received	4	00	00
5	Business income or loss	5	00	00
6	Capital gain or loss/capital gain distributions	6	00	00
7	Other gains or losses	7	00	00
8	Taxable pensions, annuities and IRA distributions	8	00	
9	Rents, royalties, partnerships, estates, trusts, S corporations, etc	9	-3,594 00	-3,594 00
10	Farm income or loss	10	00	00
11	Other income	11	1,895 00	00
12	Interest on obligations of other states from Schedule 763 ADJ, Line 1	12	00	
13	Lump-sum and accumulation distributions included on Sch. 763 ADJ, Line 3	13	00	00
14	TOTAL -- Add Lines 1 through 13 and enter each column total here	14	108,273 00	-3,594 00
15	Nonresident allocation percentage - Divide Line 14 B, by Line 14 A. Compute percentage to one decimal place (e.g., 5.4%). Enter on Page 1, Line 17	15		-3.3 %

☒ I (We) authorize the Dept. of Taxation to discuss this return with my (our) preparer. ☐ I agree to obtain my Form 1099-G at **www.tax.virginia.gov.**

I (We), the undersigned, declare under penalty provided by law that I (we) have examined this return and to the best of my (our) knowledge, it is a true, correct and complete return.

Your Signature	Your Phone Number	Date	
Spouse's Signature (If a joint return, **both** must sign)	Spouse's Phone Number	Preparer's PTIN	Vendor Code
		P00030783	2029
Preparer's Name / Firm's Name (or Yours if Self-Employed)	Preparer's Phone Number	Filing Election Code	Office Use Only
HRB TAX GROUP INC	8004725625	7	

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2015 Virginia Schedule 763 ADJ (Form 763 ADJ)

Page 1

Your Name	Your SSN
ALLISON L LYNN AND MOHA	

Additions to Adjusted Gross Income

1. Interest on obligations of other states, exempt from federal income tax, but not from state tax. — 1 — 00

2. Other additions to adjusted gross income.
   2a. Fixed Date Conformity addition -- See instructions — 2a — 00
   2b - 2c. Refer to the Form 763 instructions for Other Addition Codes.
   2b — 2b — 00
   2c — 2c — 00

3. Total Additions. Add Lines 1, 2a - 2c. Enter here and on Form 763, Line 2 — 3 — 00

Subtractions from Adjusted Gross Income

4. Income (interest, dividends or gains) from obligations or securities of the U.S. exempt from state income tax, but not from federal tax — 4 — 00

5. Disability income reported as wages (or payments in lieu of wages) on your federal return. If claiming this subtraction **you cannot also claim Age Deduction. Claim the one that benefits you most.**
   5a. Enter **YOUR** disability subtraction on 5a — 5a — 00
   5b. Enter **SPOUSE's** disability subtraction on 5b, if claiming Filing status 2 — 5b — 00

6. Other Subtractions as provided in instructions
   6a. Fixed Date Conformity subtraction. See instructions — 6a — 00
   6b - 6d. Refer to the Form 763 instructions for Other Subtraction Codes.
   6b. — 6b — 00
   6c. — 6c — 00
   6d. — 6d — 00

7. Total Subtractions. Add Lines 4, 5a, 5b, and 6a - 6d. Enter here and on Form 763, Line 7 — 7 — 00

Deductions from Virginia Adjusted Gross Income

8. Refer to the Form 763 instructions for Deduction Codes.
   8a. 101 — 8a — 764 00
   8b. — 8b — 00
   8c. — 8c — 00

9. Total Deductions. Add Lines 8a - 8c. Enter here and on Form 763, Line 14 — 9 — 764 00

Avoid delays -- If completed, submit Schedule 763 ADJ with Form 763

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760C - 2015

Underpayment of Virginia Estimated Tax by Individuals, Estates and Trusts

- **Attach this form to Form 760, 763, 760PY or 770.**

Fiscal Year Filers: Enter beginning date _____ 20 ___, ending date _____ 20 ___, and check here ☐

First Name, Middle Initial and Last Name (of Both If Joint) – OR – Name of Estate or Trust	Your Social Security Number or FEIN
ALLISON L LYNN AND MOHAMED A IBRAHIM	
If Estate or Trust, Name and Title of Fiduciary	Spouse's Social Security Number
	Office Use SC / Office Use Payment

Part I - Compute Your Underpayment

1. 2015 Income Tax Liability After Spouse Tax Adjustment and Tax Credits. See instructions. (If $150 or less, you are not required to file Form 760C)	1.	0
2. Enter 90% of the Amount Shown on Line 1	2.	0
3. 2014 Income Tax Liability After Spouse Tax Adjustment and Tax Credits	3.	0
4. Enter the Amount From Line 2 or Line 3, Whichever is Less	4.	0
5. Enter the Number of Installment Periods for Which You Were Liable to Make Payments	5.	4

Line 6 Through 14: Complete Each Line Across All Columns Before Continuing to Next Line

	A	B	C	D
6. Due Dates of Installment Payments	May 1, 2015	June 15, 2015	Sept. 15, 2015	Jan. 15, 2016
7. Tax Liability (Divide the amount on Line 4 by the number of installments reported on Line 5 and enter the result in the appropriate columns)				
8. Enter the Income Tax Withheld for Each Installment Period				
9. Enter the Overpayment Credit from Your 2014 Income Tax Return				
10. Enter the Amount of Any **Timely** Payment Made for Each Installment Period in the Appropriate Column (Do not enter any late payments)				
11. Underpayment or [Overpayment] (Subtract Lines 8, 9 and 10 from Line 7. See instructions for overpayment)				
12. Other Payments (Enter the payments from the Late Payment/Overpayment Table below, beginning with the earliest payment recorded. **Do not enter more than the underpayment in any column.**)				
a. First Payment (Date / Amount)				
b. Second Payment				
c. Third Payment				
d. Fourth Payment				
13. Enter the Total **Timely** Payments Made as of Each Installment Due Date From Lines 8, 9, 10 and 12 (For ex., in Column A enter all payments made by May 1, 2015)				
14. Subtract Line 13 from Line 7 (If the sum of all underpayments **(do not include any OVERPAYMENTS)** reported is $150 or less, stop here; you are not subject to an addition to tax. If your underpayments total more than $150, proceed to Part II)				

Continued on Page 2

Late Payment/Overpayment Table (See Instructions for Lines 11 and 12.)

Date of Payment	Date of Payment	Date of Payment	Date of Payment
Payment Amount $	Payment Amount $	Payment Amount $	Payment Amount $

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(34)

VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2015

DO NOT SEND THIS VA-8879 TO THE VA DEPT OF TAXATION OR THE IRS.
IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name	B Your Social Security Number
ALLISON L LYNN	
Spouse's Name	**A** Spouse's Social Security Number
MOHAMED A IBRAHIM	

Part I Tax Return Information

		A Spouse	B Yourself
1.	Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		109752
2.	Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		107857
3.	Taxable Income (Form 760CG, Line 16; 760PY, Line 17, columns A & B; Form 763, Line 16)		92549
4.	Virginia Income Tax (Form 760CG, Line 19; 760PY, Line 18, columns A & B; Form 763 Line 19)		
5.	Withholding (Form 760CG, Line 20a & b; 760PY, Lines 20a & 20b; Form 763, Lines 20a & 20b)		
6.	Amount you Owe (Form 760CG; Line 37; Form 760PY, Line 37; Form 763, Line 37)		
7.	Refund (Form 760CG; Line 38; 760PY, Line 38; Form 763, Line 38)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2015, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (The Department) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to the Department. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 11565 as my signature on my 2015 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2015 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature _____ Date _____

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN 16725 as my signature on my 2015 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2015 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature _____ Date _____

Part III Certification and Authentication — Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six digit EFIN followed by your five digit self-selected PIN. 43331301808
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2015 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2015.) EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature _____ Date 10-23-2024

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(Appendix - 22)

Form **8879**
(Rev. January 2021)
Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization

▶ ERO must obtain and retain completed Form 8879.
▶ Go to www.irs.gov/Form8879 for the latest information.

OMB No. 1545-0074

Submission Identification Number (SID) ▶

Taxpayer's name	Social security number
ALLISON L LYNN	
Spouse's name	**Spouse's social security number**
MOHAMED A IBRAHIM	

Part I **Tax Return Information — Tax Year Ending December 31,** 2020 (Enter year you are authorizing.)

Enter whole dollars only on lines 1 through 5.

Note: Form 1040-SS filers use line 4 only. Leave lines 1, 2, 3, and 5 blank.

1	Adjusted gross income	1	119,254
2	Total tax	2	8,299
3	Federal income tax withheld from Form(s) W-2 and Form(s) 1099	3	18,361
4	Amount you want refunded to you	4	10,662
5	Amount you owe	5	

Part II **Taxpayer Declaration and Signature Authorization** (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of the income tax return (original or amended) I am now authorizing, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from the income tax return (original or amended) I am now authorizing. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537.** Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for the income tax return (original or amended) I am now authorizing and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN _____ as my
ERO firm name **Enter five digits, but don't enter all zeros**
signature on the income tax return (original or amended) I am now authorizing.

☐ I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ _____ Date ▶ 3/19/21

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN _____ as my
ERO firm name **Enter five digits, but don't enter all zeros**
signature on the income tax return (original or amended) I am now authorizing.

☐ I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

* Spouse's signature ▶ Mohamed Ibrahim Date ▶ 3-19-21

Practitioner PIN Method Returns Only — continue below

Part III **Certification and Authentication — Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. _____1
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the electronic individual income tax return (original or amended) I am now authorized to file for tax year indicated above for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and **Pub. 1345,** Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ _____ Date ▶ 03-17-2021

ERO Must Retain This Form — See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see your tax return instructions. Form **8879** (Rev. 01-2021)

 Form Software Copyright 1996 - 2021 HRB Tax Group, Inc.

MARYLAND FORM **EL101**

e-File DECLARATION FOR ELECTRONIC FILING

201010003

2020

Keep this form for your records. Do not send this form to the State of Maryland unless specifically requested to do so. See instructions.

DO NOT MAIL

Print Using Blue or Black Ink Only.

First Name	MI	Last Name	SSN/Taxpayer Identification Number
ALLISON	L	LYNN	
MOHAMED	A	IBRAHIM	

Spouse's First Name / Spouse's Last Name / SSN/Taxpayer Identification Number

Part I Tax Return Information (whole dollars only)

1. Amount of overpayment to be applied to 2021 estimated tax ..... 1. .
2. Amount of overpayment to be refunded to you ..... REFUND 2. 1627 .
3. Total amount due (Pay in full by April 15, 2021. See instructions.) ..... 3. .

Part II Taxpayer Declaration and Signature Authorization

Under penalties of perjury, I declare that I have compared the information contained on my electronic return with the information that I provided to my Electronic Return Originator (ERO) or entered on-line and that the name(s) and amounts described above agree with the amounts shown on the corresponding lines of my 2020 Maryland electronic income tax return. To the best of my knowledge and belief, my return is true, correct and complete. I consent that my return, including accompanying schedules and statements, be sent to the Maryland Revenue Administration Division by my Electronic Return Originator or by my electronic return software provider.

Your PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN [ ] [ ] Enter five digits. Do not enter all zeros.
as my signature on my tax year 2020 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2020 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature [signature] Date 3/19/21

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN [ ] [ ] Enter five digits. Do not enter all zeros.
as my signature on my tax year 2020 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2020 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature Mohamed Ibrahim Date 3-19-21

Practitioner PIN Method Returns Only

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. [ ] Do not enter all zeros.

I certify this numeric entry is my PIN, which is my signature for the tax year 2020 electronically filed income tax return for the taxpayer(s). I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and the Maryland MeF Handbook for Authorized e-file Providers.

ERO's signature [signature] Date 03172021

11/02/20

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VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2020

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name: ALLISON L LYNN — B Your Social Security Number

Spouse's Name: MOHAMED A IBRAHIM — A Spouse's Social Security Number

Part I Tax Return Information

	A Spouse	B Yourself
1. Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		119254
2. Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		119254
3. Taxable Income (Form 760CG, Line 15; 760PY, Line 16, columns A & B; Form 763, Line 17)		96152
4. Virginia Income Tax (Form 760CG, Line 18; 760PY, Line 17, columns A & B; Form 763 Line 18)		
5. Withholding (Form 760CG, Line 19a & 19b; 760PY, Lines 19a & 19b; Form 763, Lines 19a & 19b)		
6. Amount you Owe (Form 760CG, Line 35; Form 760PY, Line 35; Form 763, Line 35)		
7. Refund (Form 760CG, Line 36; 760PY, Line 36; Form 763, Line 36)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2020, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature [signature] Date 3/19/21

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature Mohamed Ibrahim Date 3-19-21

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. [ ]
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2020 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2020). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature [signature] Date 03/17/2021

 Form Software Copyright 1998 – 2021 HRB Tax Group, Inc.

H&R BLOCK

CLIENT SERVICE AGREEMENT
TAX SEASON 2021 – TAX YEAR 2020

WELCOME TO H&R BLOCK®

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee"). In either case, this Client Service Agreement ("CSA") explains what to expect from your tax preparer and from other companies that may provide you products and services, and what is needed from you so they can provide great service. This CSA contains an Arbitration Agreement, the terms of which are set forth below.

If you are having your taxes prepared, your tax preparer will (1) interview you to learn details that affect your taxes, and (2) ask you for documents to help accurately record your income, credits or deductions. You agree to provide information related to all products and services you receive, including your W-2(s) and other information that affects your tax situation, and to verify the accuracy of this information (including any W-2 you download for pick-up in the tax office). If you discover that you did not provide complete and accurate information, you agree to file an amended return. Your tax preparer can prepare any amendment for you, but there may be an additional charge. The use and disclosure of information you provide to H&R BLOCK® is governed by the Privacy Notice provided to you. You may request a copy of our most recent Privacy Notice from any office, or you may access a copy at www.hrblock.com. If you obtain a Refund Transfer, your fees are not due until all services are complete, which is typically when your refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.

ARBITRATION IF A DISPUTE ARISES ("ARBITRATION AGREEMENT")

1. Scope of Arbitration Agreement. You and the H&R Block Parties agree that all disputes and claims between you and the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the H&R Block Parties may elect that an individual claim be decided in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 4 below, shall be decided by a court and not an arbitrator. The term "H&R Block Parties" in this Arbitration Agreement includes HRB, Emerald Financial Services, LLC, and Franchisee; their direct or indirect parents, subsidiaries, and affiliates; and the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

Arbitration Opt Out: You may opt out of this Arbitration Agreement within 60 days after you sign this CSA by filling out the form at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, address, the first five digits of your Social Security number, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

2. Pre-Arbitration Notice of Dispute. A party who intends to seek arbitration must first mail a written Notice of Dispute ("Notice") to the other party. The Notice to the H&R Block Parties should be addressed to: H&R Block-Legal Department, Attention: Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice must be on an individual basis and provide at least the following information: (a) your name, telephone number, and e-mail address; (b) the nature or basis of the claim or dispute; and (c) the specific relief you seek. If the dispute is not resolved within 60 days after the Notice is received, then you or the H&R Block Parties may file an arbitration. The existence or substance of any settlement discussions shall not be disclosed.

3. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. AAA Rules are available on AAA's website www.adr.org, or by calling AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence.

4. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then only that particular claim or only that particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

5. Arbitration Costs. Payment of all filing, administrative, arbitrator, and hearing fees will be governed by AAA's rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration unless (i) you have failed to comply with the notice of dispute requirements in paragraph 2 above, (ii) your claim was brought or maintained in violation of paragraph 4 above, or (iii) either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), in which case the payment of fees will be governed by AAA rules and you agree to reimburse the H&R Block Parties for all fees advanced on your behalf.

6. Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT

I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this CSA.

Client's Signature _____ Date 3/19/21

Spouse's Signature (Required only if MFJ and Spouse is Present) Mohamed Ibrahim Date 3-19-21

ALLISON L LYNN & MOHAMED A IBRAHIM

Client Sources of Income Verification

To ensure your return is prepared accurately, review the entries below and confirm they represent all your sources of income, regardless of taxability.

Sources of Income – Total $ 127,079

NOTE: The amount shown may not match your total Adjusted Gross Income as there may be sources of income present on your return that are not independently reported to the IRS.

Document	Issued by	Amount
W2	SINAI HOSPITAL OF BA	$115,000
1099 INT	CAPITAL ONE	$58
1099 INT	FIRST FINANCIAL FCU	$41
1099 INT	U S BANK NATIONAL AS	$40
SCHEDULE E PG 1	1724 MATTHEWS TERRAC	$11,940

My/our signature(s) below confirms that I/we verify that I/we have no additional sources of income for the 2020 tax year in the categories listed above.

	Name	Signature	Date
Client	ALLISON L LYNN	A Lynn	3/19/21
* Spouse	MOHAMED A IBRAHIM	Mohamed Ibrahim 3-19-21	

(If married and Spouse is present, Spouse must also sign.)

Tax Professional: [signature] Date: 3/17/21

FOINCOMEVER1
12/29/2020

ALLISON L LYNN & MOHAMED A IBRAHIM

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION
If for any reason you are not satisfied with the terms of this Plan, **you may rescind and obtain a full refund of the fee you paid for the Plan.** Contact the manager of the Block office where your tax return was prepared **within seven (7) days from the date of purchase.**

For New Hampshire Residents ONLY: In the event you do not receive satisfaction under this Peace of Mind contract, you may contact the New Hampshire Insurance Department, Consumer Division, which provides oversight for consumer guaranty contracts, at 21 South Fruit Street, Suite 14, Concord NH 03301 or 603-271-2261. This number is only for clients who purchased Peace of Mind.

ARBITRATION IF A DISPUTE ARISES BETWEEN YOU AND BLOCK
If a dispute arises between you and Block, including any dispute that relates to Peace of Mind, the dispute shall be settled by binding arbitration unless you opt-out of arbitration. The arbitration procedures, including the procedures for you to opt-out of arbitration, are set forth in the Client Service Agreement between you and Block (or in the Online Services Agreement if you purchased on www.HRBlock.com), in the section titled "Arbitration if a Dispute Arises." The "Arbitration if a Dispute Arises" section hereby is incorporated by reference.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this Plan, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name: ALLISON L LYNN

Spouse's Name (if applicable): MOHAMED A IBRAHIM

Client's Signature: A Lynn Date: 3/19/21

X Spouse's Signature: Mohamed Ibrahim Date: 3-19-21

(If married and Spouse is present, Spouse must also sign.)

(Appendix 23)

West Side



CAN: Shelter Westside

Name: Ibrahim, Mohamed A.
Client ID#: 131270
Date of Birth: 05/27/1974

0131270

Certificate of Marriage

STATE OF MARYLAND
Baltimore City

2011 - 37853
License Number 2417504073535973

I hereby certify that on this 23rd day of July, 20 11 at 2:30 o'clock am/pm
at Circuit Court of Baltimore City
in accordance with the license issued by the Clerk of the Circuit Court for Baltimore City
I united in marriage the following individuals:

Man	MOHAMED ABD ELAZIZ IBRAHIM	Age 37
Residence	552 ATLANTIC AVE 202 BROOKLYN, NY 11217	Birthplace EGYPT Marital Status SINGLE
Woman	ALLISON LOVELACE LYNN	Age 39
Residence	4008 FALLS RD BALTIMORE, MD 21211	Birthplace NEBRASKA Marital Status DIVORCED

Relationship of the parties by blood or marriage: NONE

Printed on 7/11/2011 0844

License valid from 6:00 AM on the 13th day of July, 2011 and expires on the 12th day of January, 2012 .

Signature of Authorized Official

Deputy Clerk
Title and Name

100 N. Calvert Street
Church or Organization

Balto. Md. 21202
Address of Authorized Official

(Appendix - 24)

(Appendix-25)

بسم الله الرحمن الرحيم

In the Name of Allah, Most Gracious, Most Merciful

The Hampton Roads Chapter of the Muslim Community Association

22 Tide Mill Lane, Hampton, VA 23666
Tel. / Fax. (757) 838-ISLM Website- http://www.hamptonmosque.com/

Trustees:

Dr. Ahmad Sakr
Tel: (909)595-7800

Dr. Jamal Badawi
Tel: (902) 445-2494

Dr. Ahmed Noor
Tel (757) 826-7638

Mosque Committee:

President:
Br. Shadid Lewis
Tel: (757)814-1093

Secretary:
Br. Taswir Abdul-Musawir
Tel: (757) 262-0433

Treasurer:
Br. Sameeh Abdelhak
Tel: (757) 810-5527

October 15, 2011

To whom it may concern

This is to certify that an Islamic marriage was performed at the Mosque and Islamic Center of Hampton Roads in Hampton, Virginia for MOHAMED ABD ELAZIZ IBRAHIM (Groom) and ALLISON LOVELACE LYNN (Bride). The dowry was agreed upon by both the groom and the bride.

A civil marriage for the couple was performed in the STATE OF MARYLAND, Circuit Court of Baltimore City on July 22, 2011.

A. K. Noor

Dr. Ahmed K. Noor
(Trustee)

E-FILED; Baltimore County Circuit Court
Docket: 3/13/2025 7:03 PM; Submission: 3/13/2025 7:03 PM
Envelope: 20357822

DENIED (Appendix-26)
03/18/2025 9:00:41 AM

Judge Nancy M. Purpura

Clerk to send copies to all parties (3/18/2025 ntr)

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 18, 2025

IN The Circuit Court of Baltimore County

Circuit Court Case Number:

C-03-FM-21-000945

Date: 03-13-2025

Allison L. Lynn: The Plaintiff
Vs.
Mohamed A. Ibrahim: The Defendant

Motion to Shorten Time to Modify Custody /Visitation Order and Request for Visitation

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant, [Mohamed Ibrahim] is respectfully moves this Court,

To modify the existing Marital Settlement Agreement ("MSA"),

To grant visitation rights to the Defendant to enable The Defendant to see his minor children,

In support thereof, Defendant states as follows:

(1)- FACTUAL AND LEGAL BACKGROUND

1- The parties' MSA, entered on [05-24-2023], Granted The Plaintiff Full Physical and Legal custody Of the minor children.

2- For the past Two (2) years, Plaintiff has Unilaterally denied Defendant any contact,

With the children Failing to initiate communication or respond to Defendant's attempts to exercise visitation.

3- Defendant has remained willing and able to maintain a relationship with the children but has been obstructed by Plaintiff's refusal to cooperate, violating the spirit of Maryland's family law prioritizing the best interests of the child.

(2)- 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 Plaintiff's refusal to facilitate contact for Two (2) years constitutes a material change,

As it has severed the parent-child relationship without justification.

The Court must intervene to correct this inequity.

True Copy Test
JULIE L. ENSOR, Clerk
Per BL
Assistant Clerk

(3)- Maryland Law Presumes Visitation is in the Child's Best Interests

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.

Taylor v. Taylor, 306 Md. 290 (1986)

("Denial of visitation is a drastic remedy reserved for exceptional cases").

Plaintiff has provided No evidence that Defendant poses a risk to the children.

Absent such proof, the Court must prioritize the children's right to maintain a relationship with both parents.

Karanikas v. Cartwright, 209 Md. App. 571 (2013)

("Courts should ensure that children have frequent and meaningful contact with both parents").

(4)- Plaintiff'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,

Plaintiff has undermined Defendant's Parental rights and the children's emotional well-being.

(5)- REQUEST FOR RELIEF

Defendant Respectfully Requests this Honorable Circuit Court of Baltimore County To:

1- Grant Defendant reasonable visitation on a graduated schedule to reintroduce him to the Children Consistent with their best interests;

2- Order The Plaintiff to Cooperate with visitation arrangements, including Exchanging contact information And attending Co-Parenting Counseling if necessary;

3- Retain jurisdiction to monitor compliance and adjust the schedule as the children acclimate.

(6)- Legal Citations Summary:

1- Md. Code, Family Law § 9-101:

Best interests of the child standard.

2- Taylor v. Taylor, 306 Md. 290 (1986):

Visitation denial requires extraordinary circumstances.

3- Karanikas v. Cartwright, 209 Md. App. 571 (2013):

Importance of maintaining Parent-child bonds.

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 motion emphasizes Equity, the children's welfare, and Defendant'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

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim

Is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To grant this Motion to Shorten Time to Modify Custody /Visitation Order and,

Request for Visitation;

The Defendant seeks Nothing more than to Fulfill his role as a Loving parent.

Maryland law and Public Policy command that children deserve the love and guidance

Of Both Parents & No MSA can override this Fundamental right without compelling justification.

For the foregoing reasons, Defendant prays this Motion be Granted.

2- To Grant such other and further relief as this Court deems just.

Respectfully Submitted

Mohamed Ibrahim @ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 03-13-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim via MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

True Copy Test
JULIE L. ENSOR, Clerk
Per BL
Assistant Clerk

(Appendix -27)

GRANTED

Hearing on Petition is cancelled

09/19/2024 2:34:36 PM

Clerk to send copies to all parties - hearing cancelled (9/19/2024 ntr)

E-FILED; Baltimore County Circuit Court
Docket: 8/29/2024 2:43 PM; Submission: 8/29/2024 2:43 PM
Envelope: 17826761

Entered: Clerk, Circuit Court for Baltimore County, MD
September 20, 2024

MARYLAND JUDICIARY

CIRCUIT COURT FOR Baltimore County (City/County) **, MARYLAND**

Located at 401 Bosley Ave, Towson, MD, 21204 (Court Address) **Case No.** C-03-FM-21-000945

Allison L. Lynn	vs.	Mohamed A. Ibrahim
Plaintiff		Defendant
129 Hollow Brook Road		116 W. Pennsylvania Ave
Address		Address
Timonium, MD, 21093		Towson, MD, 21204
City, State, Zip		City, State, Zip
757-737-1009		929-616-6862
Telephone Number		Telephone Number

MOTION TO DISMISS
(Md. Rule 2-322)

I, Mohamed A. Ibrahim, ☐ plaintiff ☒ defendant, move that the court grant the following request for dismissal in the above-referenced matter:

Currently scheduled ☒ **hearing** ☐ **trial date and time:** 10-15-2024 at 9:00 AM

for the following reasons: The Defendant has Good Faith and intention From His Side, Of Wthdrawing His Petition for Contempt at The Circuit Court of Baltimore County.

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

08-29-2024	Mohamed Ibrahim
Date	Signature of Party
116 W. Pennsylvania Ave	Mohamed A. Ibrahim
Address	Printed Name
Towson, MD, 21204	929-616-6862
City, State, Zip	Telephone Number
vet333@hotmail.com	
E-mail	Fax

True Copy Test
JULIE L. ENSOR, Clerk
By

CERTIFICATE OF SERVICE

I certify that I served a copy of this Motion upon the following party or parties by ☐ mailing first class mail, postage prepaid, ☐ hand delivery, on 08-29-2024 (Date) to: ☒ MDEC

The Circuit Court of Baltimore County	401 Bosley Ave
Name	Address
	Towson, MD, 21204
	City, State, Zip
Jeffrey H. Kreshtool	409 Washington Avenue, Suite 300
Name	Address
	Towson, MD, 21204
	City, State, Zip
08-29-2024	Mohamed Ibrahim
Date	Signature of Party

CC-CV-038 (Rev. 08/2020)

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754, Towson, MD, 21285-6754
Main: 410-887-2601

To: JEFFREY HOWARD KRESHTOOL
SCHWARTZ & GREENBAUM, LLC
409 WASHINGTON AVENUE
SUITE 300
TOWSON, MD 21204

Case Number: **C-03-FM-21-000945**
Other Reference Number(s): **ACM-REG-1097-2023; SCM-PET-0073-2024**

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 6/3/2024

NOTICE OF HEARING/TRIAL

Please be advised that the following events have been scheduled in this case:

Date	Time	Type of Proceeding
October 15, 2024	09:00AM	Hearing - Contempt

Remarks: 1 1/2 HOURS CONTEMPT

Any postponement request must be filed in accordance with MD Rule 2-508 and addressed to the court address above.

Attorneys/parties shall notify this court immediately when a case settles before a scheduled event.

True Copy Test
BARRIE E. ENSOR, Clerk
JP
Per _____
Assistant Clerk

(Appendix-28)

TRAVEL SUMMARY

Departure: New York, NY, (JFK) to Cairo, Egypt, (CAI)
Sun Dec 30, 2018

INVOICE

Traveler	Item	Amount
Mohamed Ibrahim	Air Transportation Charges	$236.60
	Taxes & Fees	$215.95

Payment type:
VISA ****1918

Total:
$452.55 USD

Please note: Your credit card may be billed in multiple charges totalling the above amount.

Passengers

Mohamed Ibrahim

justfly.com

Want to help us improve the Self Serve experience? We would love to hear your feedback [illegible] if you'd like to participate.

USD

CAD

GBP

Your Trip to Cairo, Egypt, (CAI)

Departure

Thank you for trusting us with your travel and adventure plans! We hope you enjoyed your trip and look forward to getting you to your next destination. If you would like to search for new flights, please click here.

New York, NY, (JFK) to Cairo, Egypt, (CAI)
1 Stop

Aeroflot Russian Airlines Flight 103 Economy	7:10 PM	Sun Dec 30, 2018	New York, NY, (JFK) ▸ Terminal 1	Duration: 9 hours 15 minutes
	12:25 PM	Mon Dec 31, 2018	Moscow, Russian Federation, (SVO) ▸ Terminal D	
	Layover 8 hours 30 minutes			
Aeroflot Russian Airlines Flight 400 Economy	8:55 PM	Mon Dec 31, 2018	Moscow, Russian Federation, (SVO) ▸ Terminal F	Duration: 4 hours 50 minutes
	12:45 AM	Tue Jan 01, 2019	Cairo, Egypt, (CAI) ▸ Terminal 2	

Total Trip Time: 22 hours 35 minutes

Travellers

Mohamed Ibrahim

Date of Birth: 5/27/1974 Gender: Male Passport Number: N/A

E-Tickets

Traveler	E-Ticket
Mohamed Ibrahim	[illegible]

Requested Seats

	Traveler	JFK > SVO	SVO > CAI
1	Mohamed Ibrahim	Window	Window

Price Summary

Date	Receipt #	Amount
December 5th, 2018 12:07 AM	#115741582	$475.95 USD
December 5th, 2018 12:07 AM	#115741593	$14.95 USD
Total Charged:		**$490.90 USD**

Please note: Your credit card may be billed in multiple charges totalling the above amount.

Allison

Last seen today at 1:09 AM



Carter just told me that they need to add Danny to their phone account. That puts them over the maz number of people allowed on a family account so she will have to remove your phone number. Your phone will still function with wifi so you can still use viber to talk

Allison

Last seen today at 1:09 AM

people allowed on a family account so she will have to remove your phone number. Your phone will still function with wifi so you can still use viber to talk to the kids, but you won't be able to call or text unless you set yourself up with your own plan somewhere.

(APPendix-29)

allison-lynn <allison-lynn@cox.net>
Sat 1/16/2021 8:38 PM
To: Mohamed <vet333@hotmail.com>

Hi Medo,
I'll call Sprint and see what needs to be done tomorrow to release your number. Do you know what company you are going to transfer it to? **I am not going to give you the acct info bc it has my sister's private info in it.** I am happy to work with you to get this sorted out.

You do not use your phone line to talk to me or the kids. We use the web based app Viber, so all you need is an open wifi. You have talked to the kids , a few times, this week after your phone was taken off the family plan without any difficulty at all. So this change in the phone plan has no impact on your ability to communicate with myself or the kids.

Allison

Sent from my Sprint Samsung Galaxy S10.

-------- Original message --------
From: Mohamed" <vet333@hotmail.com>
Date: 1/16/21 7:42 PM (GMT-05:00)
To: "Allison L Lynn" <Alynn@lifebridgehealth.org>, allison-lynn@cox.net
Subject: Hi Allison

Hi Allison,

I called The Telecommunications company Sprint

And asked them that I want to transfer my cell phone number = > 646-922-2221

They told me before losing my number they need either :-

1- **The PIN number of the account**
or
2- **The answer for the security question**

So, after that I can move my number from Sprint to any another company

You sent me a message on Viber mobile App on 8th of January 2021

Saying ((**Carter just told me that they need to add Danny to their phone account. That puts them over the maz number of people allowed on a family account so she will have to remove your phone number. Your phone will still function with wifi so you can still use Viber to talk to the kids, but you won't be able to call or text unless you set yourself up with your own plan somewhere**))

I have only 30 days from the day you sent me your message on Viber.

I really don't know what is the exact day you cancelled and removed my number from the family plan.

Because I have only 30 days to move my number or I will lose it because as you know

- That **my number (646-922-2221) is the only way of communications between me and you and the kids.**

- Also, the same phone number is linked to my Bank of America Account

So, I need to transfer my number = > 646-922-2221 to different company before losing it

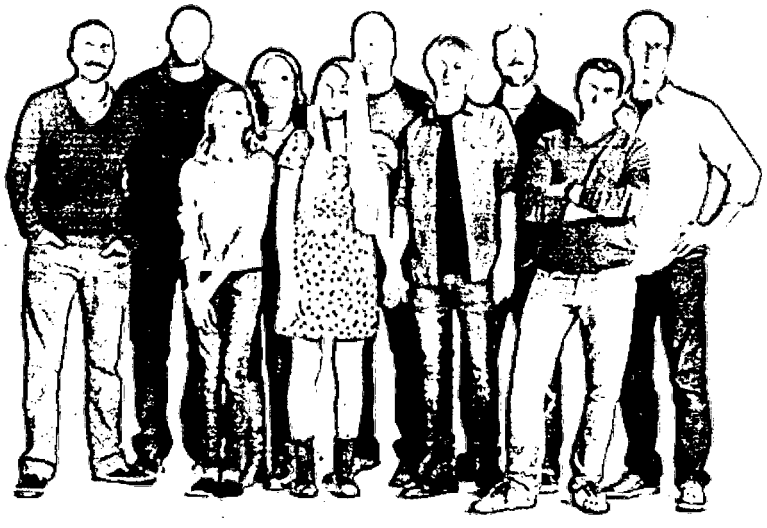
So, I need either (PIN number of the account) or (The answer for the security question)

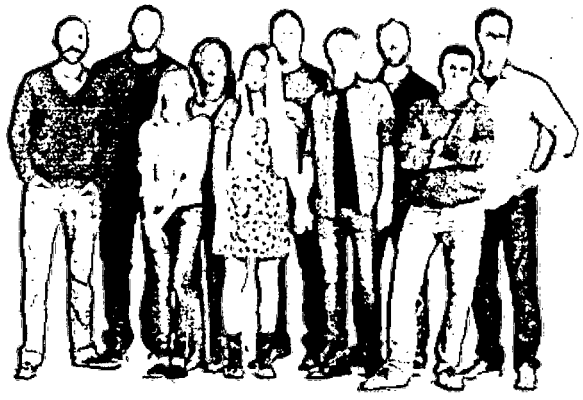
Thanks

(Appendix-30)

You don't have to be family to be **Framily.**

Up to 10 friends, family and others. Unlimited talk, text and 1GB of data each while on the Sprint network.
Separate bills. As low as $25/mo. per line.
Available in Sprint stores January 10th.





One big happy **Framily.**

Introducing the Sprint Framily™ Plan.
The more people added, up to [illegible], the lower your rate.
Plans as little as $[illegible] per line. Separate bills.

Learn more at sprint.com/framily

Sprint

1 line	2 lines	3 lines	4 lines	5 lines	6 lines	GET MAX SAVINGS 7 - 10 lines
$55 per line	$50 per line	$45 per line	$40 per line	$35 per line	$30 per line	$25 per line
						Best deal



(Appendix-31)

In The Supreme Court of The United States

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

The Appellate Court of Maryland Case Number:

ACM-REG-1097-2023

The Supreme Court of Maryland Case Number:

SCM-PET-0073-2024

Date: 08-28-2025

Mohamed A. Ibrahim: The Petitioner

Vs.

Allison L. Lynn: The Respondent

Notice of Service of Discovery Material and Interrogatories

Dear Mr. Jeffrey H. Kreshtool:

In addition, Enclosed please find the Interrogatories and a Request for the Production, Inspection, and Copying of Documents in connection with the Notice of Service of Discovery Material.

Please note that Pursuant to Maryland Rules 2-421 and 2-422, your Answers to Interrogatories and Response to the Request for Production, Inspection, and Copying of Documents, along with any documents referenced therein, are to be provided to:

1- The Supreme Court of The USA is located at:

1 First Street, NE

Washington, DC, 20543

202-479-3000

2- Jeffrey H. Kreshtool: Attorney for The Respondent at:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300, Towson, MD, 21204

Phone: 410-321-8400

Email: jhk@sgmdlaw.com

If The Supreme Court of The United States Approved and Granted this Discovery

Within 30 days from the Approval date , And to Mr. Mohamed A. Ibrahim at:

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Thank you for your attention to this matter.

Sincerely,

Mohamed Ibrahim

Mohamed A. Ibrahim Pro Se Petitioner/ Counter-Respondent

Via Mailing / MDEC

==========

NOTICE OF SERVICE OF DISCOVERY MATERIAL

I HEREBY CERTIFY that on this **02-28-2025.**

That Interrogatories and a Request for Production, Inspection and Copying of Documents,

Were sent Via Mail / MDEC To:

1- The Supreme Court of The USA is located at:

1 First Street, NE

Washington, DC, 20543

202-479-3000

2- Jeffrey H. Kreshtool: Attorney for The Respondent at:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300, Towson, MD, 21204

Phone: 410-321-8400

Email: jhk@sgmdlaw.com

INTERROGATORIES

TO: Allison L. Lynn, The Respondent/Counter-The Petitioner

From: Mohamed A. Ibrahim, Petitioner/Counter-Respondent (Pro Se)

Mohamed A. Ibrahim the following Interrogatories to Allison L. Lynn

---

Allison L. Lynn, The Respondent/Counter-The Petitioner

To be Answered Fully and Under Oath, in Accordance with and Required by the Maryland Rules of Procedure.

Instructions

Pursuant to Rule 2-421, The Respondent (ALLISON L. LYNN) is requested to answer the following interrogatories:

1- These interrogatories are propounded pursuant to the Maryland Rules which require that your response shall set forth the interrogatory, and its answer, that they be answered separately and fully in writing, or that you state fully the grounds for your refusal to answer any interrogatory, and that you answer the interrogatories under oath, within Thirty (30) days after service or such shorter time as provided by court order. The response shall be signed by you.

2- In accordance with Rule 2-421(b), your answers "shall include all information available to [you] or through agents, representatives or attorneys."

3- Pursuant to Rule 2-401(c), these interrogatories are continuing in character so as to require you to properly amend or supplement your answers if you obtain further material information.

4- If, pursuant to Rule 2-421(c), you elect to specify and produce business records of yours in answer to any interrogatory, then in accordance with that Rule your "specification shall be in sufficient detail to permit the interrogating party to locate and identify, as readily as you can, the records from which the answer may be ascertained."

5- If, in answering these interrogatories, you encounter any ambiguities construing either a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in answering.

==========

Definitions

As used in these interrogatories, the following terms are to be interpreted in accordance with these definitions:

A- In accordance with Rule 1-202(q),

The term "person" includes any individual, Joint Stock Company, unincorporated association or society, municipal or other corporation, the State, its agencies or political subdivisions, any court, or any other governmental entity.

B- In accordance with Rule 2-421(b),

The terms "you" and "your" include the person(s) to whom these interrogatories are addressed, and all of that person's agents, representatives, or attorneys.

C- In accordance with Rule 2-422(a),

The terms "document" or "documents" include all "writings, drawings, graphs, charts, photographs, recordings, and other data compilations from which information can be obtained, translated, if necessary, by [you] through detection devices into a reasonably usable form."

D- To "identify" a document means to state with respect thereto:

1- The name of the person who prepared it.

2- The name of the person who signed it or over whose name it was issued.

3- The name of each person to whom it was addressed and/or distributed.

4- The nature and substance of the document with sufficient

Particularity to enable it to be described in a request for the production of documents under the Maryland Rules.

5- Its date (day, month, and year), and if it bears no date, the date (day, month, and year) when it was prepared.

6- The physical location of it and the name of its custodian or custodians.

E- To "identify" a person means to state his, her or its name and last known business address, home and business telephone number, present business affiliation, and if a natural person, his or her last known residence address, the name of his or her present employer, and employment position presently held by said employee.

F- "Oral communication" means any oral intercourse by words.

G- To "identify" an oral communication means to state:

1- The name of each person or persons who participated in the communication and the name of each person who was present at the time it was made.

2- By whom each such person was employed and whom each such person represented and purported to represent in making such oral communication.

3- The nature and substance of each communication.

4- The date (day, month, and year) when and the place where such oral communication was made.

5- The nature and substance of each document pertaining to such oral communication with sufficient particularity to enable it to be described in a request for the production of documents under the Maryland Rules.

6- The physical location of each such document and the name of its custodian or custodians.

7- if any document identified was but is no longer in your possession or subject to your control, state what disposition was made of it and the reason for such disposition. In lieu of so identifying a document, at your option you may attach an accurate copy of it to your answers to these interrogatories, appropriately labeled to correspond to the interrogatory in response to which it is being produced.

==========

INTERROGATORIES

1- Identify yourself and all individuals with whom you currently reside and whom you have resided, For the past Twelve (12) Years starting from 07-22-2011 till 05-24-2023

And the location of each residence you have lived in for the past Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

For each individual other than yourself, state that individual's age, relationship to you, and marital status. State your own birth date and social security number.

2- State the date on which you separated from your spouse, describe the circumstances of the separation, and the names of all persons having knowledge thereof.

3- For each of your employers or for periods of self-employment during the past Twelve (12) Years Starting from 07-22-2011 till 05-24-2023,

Give the name and address of the employer, the title or capacity in which you are employed, the date of your initial employment, and the text of any contract of employment, and for periods of self-employment, give the name under which you did business, the nature of the business, the exact dates of self-employment, and the names and addresses of any individuals that worked with you or for you in any capacity.

4- State For the past Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023

The terms and amount of your compensation from all employment listed in number three above including, but not limited to, cash, cash loans, cash gifts, cash exchanges, bonuses, royalties, commissions, deferred income, and other emoluments and detailing the amounts and arrangements concerning any expense account allowed, transportation or accommodations made available.

And any stock purchase, pension, profit sharing, or similar plan participated in and whether any of the above or any other benefits are vested or contingent and describe said plans and benefits in detail.

In the event that you contend you are not employed, describe in detail how you are to support your daily needs including, but not limited to, food, housing, utilities, clothing, and transportation, and advice of any individuals who are financially contributing to said needs.

5- State your gross income for the last Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023

And the current year to the date of your Answer to these Interrogatories and give the following information and detail:

The exact source and amount of all income; whether taxable or tax-free; how and when said income is paid; whether said income is taxable; whether Federal, State and/or foreign tax returns have been filed; the dates of filing for each such return; whether or not the taxes have been paid for each year, if so, give date or dates of payment.

6- List separately each bank account, building and loan account, or other accounts of money in which you now have or in the last Twelve (12) Years starting from 07-22-2011 till 05-24-2023,

Have you had, any interest, either alone or together with others?

in giving the type and number of the account, the names and addresses of the depository, and the names and addresses of any other person or persons who have had any interest in said account, and the nature and extent of that interest, including that date the account was opened and the date closed, if closed, the balance on deposit as of the date of your Answer to this Interrogatory,

Specifying in your Answer to this Interrogatory the date to which said figures run, the highest and lowest balance during the last Twelve (12) Years in each account, Starting from 07-22-2011 till 05-24-2023.

And whether you have submitted a financial statement to the entity wherein said account is located or sought a Loan/Mortgage from any entity in which you have an account for the past Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023.

7- List each item of Property in which you have any interest.

For each item listed, state how it is titled, its Value, the amount of any present lien or mortgage on the property, the date of acquisition of the property, and the identity of any other person with an interest in the property.

If you claim that any property listed is Not Marital property, state the facts upon which you base your claim, including all sources of funds used for the acquisition of the property, and identify all persons with personal knowledge of those facts.

For the past Twelve (12) Years, starting from 07-22-2011 till 05-24-2023.

8- Identify the sources and amounts of all Taxable and Non-taxable income you received,

During the past Twelve (12) Years, starting from 07-22-2011 till 05-24-2023.

9- List all Debts whether in your name alone and list all persons/entities responsible for said debts, including the amount of the indebtedness, the name, address, and telephone number of the person/entity to whom the debt is owed, any account numbers of the debts, the date the debt was incurred and the purpose for which the debt was incurred.

For the past Twelve (12) Years, starting from 07-22-2011 till 05-24-2023.

10- State the name and addresses of any expert whom you propose to call as a witness in this proceeding, and state the following information with respect to each such expert:

(a) the subject matter on which the expert is expected to testify.

(b) the substance of the findings and the opinions to which the expert is expected to testify; and

(c) a summary of the grounds for each such opinion.

Attach to your Answers a copy of any written report made by such expert concerning his or her findings and opinions.

11- State whether you have within your possession or control any photographs, videotapes, expert reports, plats, diagrams, or other objects connected with any matter at issue in the within litigation, and if so, identify fully each such item, who prepared same, and in whose possession, there are copies of same.

12- Identify every individual you expect to call as a fact witness at trial. Please indicate, as to each such person:

(A) The name, occupation, title, business address, and relationship to the Respondent or the Petitioner, if any, of such person.

(B) The substance of the testimony which the Respondent expects such person to testify and a description of the facts or events on which her opinion is based.

(C) The manner in which such person became familiar with the facts of the case.

13- If you intend to rely upon any documents or other tangible things to support a position that you have taken or intend to take in the action, provide a brief description, by category and location, of all such documents and other tangible things, and identify all persons having possession, custody or control of them.

14- If you have sought or received treatment or therapy at any time during the past Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

For any physical, mental, or emotional condition, including drug addiction or alcoholism.

And/or anger control problem, describe the condition and the treatment or therapy provided, state the date or dates of treatment or therapy and identify all persons providing treatment or therapy.

15- State whether since your 18th birthday and while represented by counsel, or knowingly waived your right of counsel, you have ever been convicted of any crimes, the nature of such crimes, the dates of convictions, and the names and locations

---

16- If you, either alone or with anyone other than your spouse, transferred property during the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023,

Of your marriage with a value in excess of $50 to any person other than your spouse with or without receiving full consideration in money, or money's who for the property transferred,

Identify each person to whom a transfer was made and the property transferred, giving the date and method of transfer and the value of the property at the time of transfer for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

17- If you are not employed on a full-time basis, 32 hours per week or more, describe your efforts to obtain full-time employment since you have not worked full-time and/or to obtain any employment,

If not employed at all, identify each prospective employer and employment agency you have contacted while seeking employment and state their address and the date of each contact, as well as how you are supporting your daily needs including, but limited to, housing food, utilities and transportation without the benefit.

18- Set forth all the facts and circumstances that support your claim for temporary, rehabilitative, and/or indefinite alimony. In particular, state which of the following factors support that claim and the facts and circumstances relating thereto:

(1) The ability of the party seeking alimony to be wholly or partly self-supporting;

(2) The time necessary for you to gain sufficient education or training to enable you to find suitable employment;

(3)The standard of living your spouse established during the marriage.

(4) The duration of the marriage;

(5) The contributions, Monetary and Non-Monetary, of you and your spouse to the well-being of the family;

(6) The circumstances that contributed estrangement of you and your spouse;

(7) Your age;

(8) The physical and mental condition of you and your spouse;

(9) The ability of your spouse to meet your needs while meeting his/her needs;

(10) Any agreement between the parties; and

(11) The financial needs and financial resources of each party, including:

(i) All income and assets, including property that does not produce income;

(ii) The impact of any monetary award you are seeking;

(iii) The nature and amount of the financial obligations of each party; and

(iv) The right of each party to receive retirement benefits.

19- State whether you have had sexual relations with a person other than your spouse since the date of your marriage,

And, if your answer is in the affirmative, state the name and address of each person with whom you have had sexual relations, the date of each act of sexual relations, and the place each act of sexual relations occurred, it being understood that this, as well as all other Interrogatories propounded, are continuing and require supplementation from time to time to date of trial.

20- If you contend that The Petitioner is unfit to have custody of the minor children, state the facts upon which your contention is based and identify all persons having personal knowledge of these facts.

21- If you contend that placing the minor children in your sole, shared or joint custody will be in their best interests, state which custody arrangement would be in their best interests and specify the facts and circumstances upon which you rely. Include in your Answer what visitation arrangement you believe should be awarded to The Petitioner.

22- If the children have ever expressed to you, or in the presence of another, a visitation schedule with you, state the date (approximate) on which such statement was made, the words spoken, the context in which they were spoken, and the name of each person present when the statement was made.

23- Describe any and all activities and parental functions and responsibilities that Petitioner has performed for and on behalf of the minor children.

Specify the parenting functions that the Petitioner has performed since the children's birth.

24- Describe the childcare plan you intend to follow if the minor children are with you. Include in your answer a description of the place where the children will reside, specifying the number of bedrooms, bathrooms, and other rooms, the distance to the school which the children will attend, and the identity of any other persons who will be residing in your household.

Identify all persons who will care for the children in your absence, state the hours during which they will care for the children, and the location where the child care will be provided.

25- Describe in detail what avenue of communication is initiated by you with the Petitioner in regard to any decisions concerning the minor children's health, welfare, education, and general well-being and what method is used for forming a decision that considers the best interests of the children and any problems which have been encountered while trying to discuss your children's health, welfare, education, and general well-being.

26- Describe any and all activities and parental functions and responsibilities that you have performed for and on behalf of the minor children since their birth.

27- State the name and address of anyone, not heretofore mentioned, who has personal knowledge of facts material to this case.

28- Identify all hospitals or other facilities at which you have been examined or treated as a result of any medical condition since Marriage for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023, Including, but not limited to, the coronavirus disease, and for each state the dates of your examinations or treatments along with any diagnosis and, if you were admitted, the dates of your admissions and discharges along with the identity of all individuals who provided you with medical care and how you paying for said medical care.

29- [Reserved].

Request For Production, Inspection & Copying of Documents

If The Supreme Court of The United States Approved and Granted this Discovery

MOHAMED A. IBRAHIM, Petitioner/Counter-Respondent by Himself (Prose)

(A) Hereby Requests, Pursuant to **Maryland Rule 2-422**,

That ALLISON L. LYNN, The Respondent/Counter-Petitioner

To file a written response to each request on the following Document Requests and to produce those documents for inspection and copying to:

Mohamed A. Ibrahim Mohamed Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Petitioner/ Defendant/ Counter-Respondent/ Counter-Plaintiff

The Supreme Court of The United States at:

1 First Street, NE

Washington, DC, 20543

202-479-3000

INTRODUCTION

(A) In accordance with Rule 2-422(c),

Your written response "shall state, with respect to each item or category, that inspection and related activities will be permitted as requested unless the request is refused, in which event the reasons for refusal shall be stated. If the refusal relates to pa1t of an item or category, the part shall be specified."

(B) In accordance with Rule 2-422(d),

The documents shall be produced "as they are kept in the usual course of business", or you "shall organize and label them to correspond with the categories in the request."

(C) Pursuant to Rule 2-422(a),

These requests enco/mpass all items within your "possession, custody, or control."

(D) Pursuant to Rule 2-401(c),

These requests are continuing in character so as to require you to promptly amend or supplement your response if you obtain further material information. Any request directing production to the above-referenced date of production shall be supplemented from said date to 5 days before any applicable trial or hearing date.

(E) If in responding to these requests you encounter any ambiguity in construing any request, instruction, or definition, set forth the matter deemed ambiguous, and the construction used in responding.

(F) If a document has been prepared and several or additional copies have been made, and the copies are not identical (or if, by reason of subsequent modification of a copy by the addition of notations, or other modifications, it is no longer identical) each non- identical copy is a separate "document".

(G) The pronoun "you" in its several forms refers to the Plaintiff, her agents, representatives, attorneys, and employees.

(H) The term "document" or "documents" shall mean an original or any copy, regardless of origin or location, of any written, recorded, or graphic materials of any kind or character in your possession, custody or control, including, but not limited to, books, periodicals, letters, correspondence, telegrams, memoranda, reports, studies, schedules, calendars or diaries, minutes, pamphlets, notes, charts, records, studies, tabulations, press releases, legal documents, photographs, graphs, indices, accounting entries, records or notes of meetings, conferences and telephone or other communications, and financial records of any kind.

The term "document" shall also include every other means by which information is stored, recorded, or transmitted, including, but not limited to, discs, microfilms, tape recordings, punch cards, and recordings used in data processing, together with the written information necessary to understand and use such films or recordings. Where originals are not available, authentic copies of such documents may be produced.

(i) If Particular documents requested are not available or no longer exist, please state the precise reasons for their unavailability or non-existence. If particular documents requested are unavailable because they are not in your possession, please identify their location and the person or persons from whom they may be obtained.

(ii) With respect to any document requested herein that you withhold from production on the ground of privilege, identify each such document in your response, specifying its author and addressee(s), the persons to whom copies were furnished, its date, its subject matter, and the basis of your claim of privilege.

The Petitioner's Discovery Request

Schedule of Documents and Other Tangible Items to be Produced.

1- Copies of all Federal, State & foreign income tax returns and information returns and all schedules, attachments, statements, and other tax forms filed by you personally, individually, or filed by any entity in which you had or have an interest, either by way of a partnership interest, stockholder, member or other or on your behalf, together with accompanying worksheets, including W-2s, K-Is and all other information forms for the last Twelve (12) Years , Starting from 07-22-2011 till 05-24-2023;

2- All records of your salary or income, for the last Twelve (12) Years,

Starting from 07-22-2011 till 05-24-2023,

Including copies of your last pay stubs, and all records indicating any & all income earned or unearned received by you,

(And all income to which you became entitled) from any & all sources from 07-22-2011 till 05-24-2023.

Also, including Copies of all Profit & Loss Statements and loan applications filed by you personally, or for any & all professional or personal services corporations, joint ventures, partnerships, or other corporate or business entities in which you hold any interest,

For The Last Twelve (12) Years, starting from 07-22-2011 till 05-24-2023.

3- Copies of all loan applications & statements of loan accounts for all loans applied for by you, whether or not granted or approved,

For the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

4- Copies of all financial statements or records containing financial information of any nature which have been submitted by you and/or by any corporation, partnership or business entity in which you own or claim an interest to banks or lending institutions or to any person or entity in connection with any application for credit or loans For The last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

5- Any and all records and evidence For The last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

Pertaining to or being indicia of any current outstanding indebtedness upon which you have or may have any primary or contingent liability, including credit cards, lines of credit, notes, mortgages, etc.

6- All Savings and Checking Accounts, Credit Union or other Passbooks, and all Statements of account pertaining to all accounts in which you have or claim any professional, business, or personal interest, including those held by you in your name or in your name jointly with any person or entity,

Or in your name as trustee for any other person, For the Last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023.

(Regardless of whether or not the account is in your name as custodian for any minor under the Uniform Gift to Minors Act or otherwise) and showing any and all savings deposits of every kind and nature.

7- All records of all Checking and Saving accounts in your name individually, jointly with another, as trustee or guardian, or in which you have any interest, including checkbooks, checks, check registers, ledgers, check stubs, deposit slips, and monthly or periodic statements (regardless of whether or not the account or accounts have been closed) like Chase Bank, Citi Bank, Bank of America, First Financial Bank, Wachovia Bank and any other bank

For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

8- Records, including monthly statements, checks, check registers, and ledgers, of all bank accounts upon which you are or were authorized to draw funds, For The Last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023

9- Copies of all credit cards and charge account statements, monthly or otherwise, held or used by you in any capacity, whether individually or on behalf of any corporation or other legal entity in which you own or claim an interest,

For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

Together with a list of all businesses where you are authorized to charge purchases to the account of another person or entity and all such charges made pursuant to said authority.

10- All records pertaining to any account or accounts of every kind and nature whatsoever any connection with which you or your agent have deposited or withdrawn funds or incurred debts or credits, including certificates of deposit for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

11- Copies of any and all records and statements relating to brokerage accounts, securities, and/or investments owned by you individually, jointly with any person or entity, or as a trustee, guardian, or custodian, or by any corporation, partnership or business entity in which you own or claim an interest

For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

Including in such records dates of purchase and amounts paid for such securities.

12- All records and documentation pertaining to employment including without limitation information about wages, salaries, bonuses, stock options and commissions, earnings, income, employment contracts, pay raises, promotions, payroll deductions, other deductions of any kind, credit union accounts, pension plans, pension funds, retirement funds, stock plans and stock fund drawings accounts, advances,

And all other benefits or deductions of any kind which were previously, or which may be in the future paid, available, accepted, rejected, deferred, credited, offered and/or withheld for any purpose by any individual, agency, department, company, a corporation of any kind, and all other entities to which you are, were, or may become entitled in the future at any time,

For Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023 legality or alleged legality of each.

13- All records and statements pertaining to any interest which you have in any pension, retirement, 401K, Keogh/IRA, or profit-sharing plans, including copies of all plans together with any evidence of loans or withdrawals from said accounts, For the Last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023

14- All life insurance policies or certificates of life insurance covering your life and any disability insurance, life insurance policies, or certificates of life insurance on the life of any other person in which you are named as either primary or contingent beneficiary. This category includes all policies For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023, whether or not still in existence.

15- Copies of all sales agreements and/or options for any real estate owned by you, held by you in your name, or in your name jointly with any other person or in your name for any other person, or by any corporation, partnership or business entity in which you own or claim an interest, For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

16- Any and all documents, appraisals, memoranda, or writings relating to any interest you may have in real estate, whether as Owner, Co-Owner, fiduciary, trust beneficiary (vested or contingent), partner, limited partner, shareholder, joint venture, mortgagee, developer, manager or otherwise For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

17- Copies of all real estate mortgages held by you in the State of Maryland Like:

(A) 4008 Falls Road, Baltimore, MD, 21211

(B) 129 Hollow Brook Road, Lutherville Timonium, MD, 21093

(C) 1724 Mathews Ter Portsmouth, VA, 23704
Or elsewhere, or by any entity (including but not limited to realty trusts, partnerships, or corporations) in which you have or had a present or contingent interest,

For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

18- Copies of all trusts in which you have a present or contingent interest, including the documentation, if any, indicating such interests, together with copies of all statements, receipts, disbursements, investments & other transactions,

For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

And copies of all declarations of trust and minute books for all trusts to which you are or were a party.

19- All records of all estates of decedents from which you have received, are receiving, or will receive any inheritance in either personal property, real property, assets, in trust or otherwise, or monetary assets of any kind, For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

20- Copies of all corporate records, and partnership books, (including but not limited to articles domestic) in which you have or had a legal or equitable interest at any time, for the last Twelve (12) Years starting from 07-22-2011 till 05-24-2023 whether or not such interest is evidenced by certificates or other instruments. ---

21- Copies of all mortgages, notes receivable, or other evidence of debts due you individually, or any corporation, partnership, or business entity in which you own or claim an interest, executed or payable For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

22- All records pertaining to the transfer, by sale, gift, or otherwise, by you of any personal property valued at more than Five Hundred Dollars ($500.00) for the last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023 ---

23- All registrations to motor vehicles currently being used by you and also those which you are entitled to use, and all documents of title to all motor vehicles, boats, and planes, in which you claim any ownership interest for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

24- List of all household & office furniture, furnishings, antiques & works of art owned by you individually or jointly with any other person or entity, such list to include the purchase price of each item, the source of the funds used to purchase each item, and the current fair market value of each item. If no appraisal figures are available, please include your opinion of the fair market value and so designate the source of the evaluation, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

25- Any and all books, receipts, records, checks, or tangible evidence of charitable donations made by you or on your behalf, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

26- A list of all gifts or bonuses valued at more than Five Hundred Dollars ($500.00) received by you from any person or entity including the amount and date of each such gift, and any records pertaining thereto for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

27- Copies of all diaries or calendars maintained or kept by you, for the last Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023.

28- Legible copies of all reports, written statements, and supporting documents (including but not limited to videotapes, e-mail, voice mails, recordings of any nature, and audio tapes) of any witnesses, including expert witnesses, upon whose testimony you intend to rely in these proceedings.

29- All correspondence by and between you and any other person, companies, and corporations (excluding counsel in this action) relating and pertaining to any assets in which you have or have had any financial interest, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

30- Complete copies of any and all bills and statements for legal services rendered in connection with this case as well as any written retainer agreement with your attorney and canceled checks paid in reference to your legal fees related to the present action, for the last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023.

31- All records and documents pertaining to any assets titled in your name immediately prior to your marriage to your spouse, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

32- All documents of any type upon which you have signed the Petitioner's name with or without his knowledge for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

33- Any and all written agreements or evidence of any agreement between the parties hereto, including but not limited to Ante nuptial Agreements or Separation Agreements relating to the subject matter of this suit, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

34- All documents that you may utilize in the trial of this case.

35- All documents that you have received from your spouse including videos, voice mail messages, e-mail, etc. for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

36- Copies of any and all settlement sheets for properties that you have purchased or settled, together with copies of contracts of sale, mortgages and deeds, for the last Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023.

37- Any and all documents pertaining to your 401k or any other deferred compensation accounts, and if any of the accounts have been hypothecated, hon-owed from, or mortgaged, set out the documents that indicate this, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

38- All documents which support any contention that any property is Non-marital for the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

39- Evidence of all travel expenses, together with canceled checks, hotel receipts, plane tickets, etc. for the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

40- A list of all gifts, items or monies that you have given to any third party for the last Twelve (12) Years, Starting from 07-22-2011 till 05-24-2023.

41- All written or recorded statements in your possession, custody, or control made by an individual (including yourself) concerning any issue alleged in this case or fact relation to this case.

42- Copies of any reports or memoranda provided to you or seen by you regarding any issues in this case, including investigator's reports, medical reports, and psychiatric reports.

43- All documents that reflect, corroborate, or otherwise relate in any manner to any of the facts, events, or persons identified in your answers to interrogatories.

44- All reports of experts identified in your Answers to Interrogatories or otherwise retained by you to testify herein, and all documents reviewed, consulted, or used in the preparation of each expert's report or opinion.

45- All documents identified or requested to be identified in your Answers to interrogatories for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

46- All documents of any written or recorded statement of the Petitioner, in your possession, pertaining to this cause of action

47- All documents which identify and state whether you have sought or received treatment of any kind or nature, including, but not limited to medical treatment, including that for Lyme's disease, therapy, counseling, and/or psychiatric treatment

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48- All documents which relate to any arrests or convictions for any crime, except for a minor traffic violation for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

49- All documents which identify and describe the facts upon which you intend to rely on or in support of or in defense to any claims alleged in this cause of action and your prayers of relief as well as your spouse's cause of action and prayers of relief, the evidence or information in which you rely or expect to rely on in support of your position, the nature and sources of such evidence, and the names and addresses of all persons having personal knowledge of such evidence and/or information.

50- All documents reflecting or supporting your claims or defenses in this case.

51- All photographs, videotapes, or other documents that may be used as evidence in this case.

52- All documents which you contend support, or which otherwise relate in any manner to the legal or physical custody of the minor children, the residential access schedule which you contend is in their best interests, your present or future residence with them, your childcare plan, etc.

53- All documents which identify and describe, if you believe that the minor children are not developing either physically or emotionally as they should, what action you, the Defendant, and/or professionals have taken to correct this problem

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54- All documents which identify and describe your relationship to the minor children from birth until the present.

55- All documents identifying or relating in any way to the minor children's, teachers, pediatricians, or other doctors, dentists, social workers, psychologists/psychiatrists, or other care providers of any kind.

56- All documents which identify and state the names and addresses of each person who has knowledge of the minor children's home, school environment, or their relationship with either of their parents.

57- Copies of any medical or dental reimbursement plans to which you are a party or a detailed description thereof.

58- All documents or tangible evidence, whether or not the same will be introduced at the trial of this matter of any nature, regarding property in which you maintain your spouse has an interest.

59- Any and all notes, memoranda, cards, letters, correspondence, or similar documents received by you from The Petitioner since the date of your marriage.

60- A copy of any and all driver's licenses you currently hold, both front and back for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

61- All interim financial statements for any business you own or have an ownership interest in For the Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

62- Any and all books and records and/or other documents showing any fringe benefits available to you from any employment or business entity, including without limitations, auto expenses, travel expenses, personal living and entertainment expenses, life insurance bonuses, and health, accident and hospital insurance. For The Last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023.

63- Any and all documents used by you to complete and/or support the financial statement(s) that you have filed or will file in this matter, for the last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023

64- Any and all documents evidencing the cost of health insurance premiums, extracurricular expenses, school-related expenses, and/or extraordinary medical expenses for the minor children from May 18, 2012, to 05-24-2023

65- Any and all documentation evidencing reimbursement by any third party to you for the children's work-related day, health insurance, extracurricular, school-related, and/or extraordinary medical expenses from May 18, 2012, until 05-24-2023

66- All documents evidencing the cost of the children's health insurance and medical expenses, including policy statements/invoices and explanations of benefits, received by you from May 18, 2012, to 08-03-2021

67- Any and all documents evidencing the dates and times on which the minor children are cared for by an individual other than you, while the children are in your custody.

68- Any and all documents created by the children relating to visitation with you or the Petitioner, and/or other issues presently pending the above-captioned matter or any related divorce action.

69- Any and all documents evidencing any medications that you have taken in for last Twelve (12) Years Starting from 07-22-2011 till 05-24-2023, to alleviate or address depression, anxiety, a sleep disorder or any other mental health condition.

70- Any and all documents evidencing your fitness to have custody of the minor children.

71- Any and all documents supporting the custody/access arrangement that you believe to be in the children's best interest.

72- Any and all documents evidencing the custody/access schedule(s) that you and your spouse have followed since the date of separation.

73- Any and all documents which pertain to any and all safe deposit boxes or other such depositories you have maintained or rented, either individually or jointly or in the name of another in which you have an equitable or legal interest or good to use, and a list of all documents and objects contained therein as well as all documents and objects removed therefrom, For The Last Twelve (12) Years,
Starting from 07-22-2011 till 05-24-2023

WHEREFORE, The Petitioner respectfully Asking this Court to order The Production of The Foregoing Materials.

Respectfully submitted,

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066 - vet333@hotmail.com

Pro Se Petitioner/ Counter-Respondent

Reopening of The Discovery Under Maryland Law:

1- 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.

2- Rodriguez v. Clarke, 145 Md. App. 423, 436 (2002);
(Discovery Reopened where Fraud deprived a party of procedural rights).

3- Md. Fam. Law § 8-105;
invalidates agreements procured through Unfair advantage, extending to Respondent's tactics To conceal asset Dissipation including The Unlawful Sale of the Marital vehicle (Toyota RAV4), A marital asset

4- 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).

5- Under: **Md. Rule 2-533(b);**
Petitioner's request aligns with Maryland's policy to protect vulnerable parties from procedural inequity. Authorizes relief from judgment for "Fraud, Mistake, or irregularity," and here,
Respondent's Misconduct created an insurmountable Barrier to Petitioner's Participation.
[A] party seeking to Reopen Discovery must show why the 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).**

6- The Court may Reopen the Discovery Process Based on The Following Factors: "

(1) whether trial is imminent,
(2) whether the request is opposed,
(3) whether the non-moving party would be prejudiced,
(4) whether the moving party was diligent in obtaining discovery within guidelines established by court,
(5) The foreseeability of the need for additional discovery in light of the time allowed for discovery by the district court, and
(6) the likelihood that the discovery will lead to relevant evidence."
U.S. ex rel. Schumer v. Hughes Aircraft Co., 63 F.3d 1512, 1526 (9th Cir.1995),

7- A court may modify a scheduling order for good cause. **Fed. R. Civ. P 16(b)(4).**

8- This good cause standard "primarily considers the diligence of the party seeking the amendment." **Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 609 (9th Cir. 1992).**

9- "In determining whether to amend the scheduling order to allow more time to conduct discovery, courts consider a number of factors, including . . . the likelihood that discovery will lead to relevant evidence[.]"

3 MOORE'S FEDERAL PRACTICE § 16.14 (2022)

Certificate of Service

I Mohamed A. Ibrahim: Pro Se Petitioner/ Counter-Respondent

Certify that on 08-28-2025 I served a copy of the foregoing was sent to all parties by Mailing /MDEC to:

(1) The Supreme Court of The United States at:

1 First Street, NE

Washington, DC, 20543

202-479-3000

(2) Jeffrey H. Kreshtool: Attorney for The Respondent / Plaintiff

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Petitioner/ Counter-Respondent

(Appendix-32)

IN The Supreme Court of The United States

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

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

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

Date: 08-28-2025

Mohamed A. Ibrahim: The Petitioner
Vs.
Allison L. Lynn: The Respondent

SUBPOENA

TO The Respondent, Please Produce The Following Documents:

1- The Respondent to Produce Tax returns from 2011 through 2023 including W-2s and all attachments there to.

2- The Respondent to Produce Tax her Pay stubs, pay advice, or other documents reflecting payments for wages or income of any type from any source from 2011 through the present.

3- The Respondent to Produce Statements of All banking accounts, savings and loan, credit union, or other records reflecting funds on deposit from 2011 through the present, including account statements and all other records reflecting deposits, withdrawals & credits or deductions of any type from any financial institution.

4- The Respondent to Produce All statements or records of any type reflecting retirement accounts, pensions, 401(k), 403(b), or other accounts in which The Respondent has a present interest, or an interest accrued as a result of current or past employment.

5- The Respondent to Produce All Documents reflecting payment from 2011 through the present and current balances for mortgage, utilities, car payments, childcare costs, medical expenses, extracurricular activities, tuition, credit card payments, or other monthly expenses claimed by or on behalf of The Respondent

6- The Respondent to Produce All Documents reflecting any monies or other compensation received for the sale of any real property in the past 12 years from 2011 till 05-24-2023 including Statements, etc.

7- The Respondent to Produce All Documents rejecting money or property transferred to another person in the past 12 years from 2011 till 05-24-2023 with a value in excess of $250.

8- The Respondent to Produce All documents reflecting current interest or ownership in, or interest in, or ownership transferred in the past 12 years from 2011 till 05-24-2023 of stocks or, bonds or investment accounts or any type of investment.

9- The Respondent to Produce All documents evidencing accounts of any type that were closed including all documents evidencing funds received at the time of closing and evidencing withdrawals or transfers of any type within the last 12 years from 2011 till 05-24-2023 before said closing.

10- The Petitioner is asking for an award for his Marital equity share at Virginia house located at: (1724 Mathews Ter Portsmouth, VA, 23704) because the Respondent was Paying The Mortgage of Virginia's home From The Marital funds for (12) years from 2011 to 2023, and The Petitioner was paying Property Taxes with Respondent for Virginia's house which Become **Part Marital and Part Non-Marital** Which Entitle The Petitioner for an equity share at Virginia's House that worth **$250,000.**

11- The Petitioner is asking for an award for his Marital equity share of the value of Marital Car (Toyota Corolla Rav4 - Silver Color) Because Respondent was Paying The car loan from The marital funds So, Respondent sold and Liquidated The Marital Car while Petitioner travelling outside The USA, Which is considered as dissipation for The Marital Assets, The Marital Car that worth **$50,000**

12- The Petitioner is asking for an award for his Marital share of the ($90,000) Down Payment for The Current Marital House at: (129 Hollow Brook Rd, Timonium, MD 21093) that worth **($550,000).**
Because The Respondent didn't provide Any Physical evidence,
That the ($90,000) down payment of The Current Marital Home Was a loan from Respondent's father.
The Respondent Did Not provide any Evidence of The Following:
A- Any Wire Transfer from Respondent's Father's bank to Respondent's bank account for the $90,000
B- Any Check Deposit from Respondent's Father to The Respondent's bank account for the $90,000
C- Any Evidence of cash withdrawal from Respondent's Father's bank account for the $90,000
Therefore, if The Respondent Can Not provide any Physical evidence that the ($90,000) down payment of The Marital Home was a loan from Respondent's father.
So, The $90,000 Down Payment for Current Marital house is a Marital funds.
The Petitioner Lost all The Previous Marital Funds.
Due to his Sickness, Homelessness, and The Lack of Legal representation.

13- As The Petitioner was The One who devoted and sacrificed his life for his children & family in The United States As a Stay-at-home Dad for more than Ten (10) years and raised the Couples' children from the first day of their birth Through substantial Non-Monetary Contributions during weekdays and weekends In addition, The Respondent works as a Physician Assistant at Sinai Hospital who earns $120,000 Annually as a Marital Funds
The respondent allegedly failed to disclose All marital funds accumulated in her private accounts, During the 12-year of Marriage from 2011 till 2023,
The Respondent's annual income $120,000 that considered as annual Marital funds for 12 years From (2011 to 2023) If we Multiplied $120,000 (x) 12 Years = **($1,440,000),**
(One Million Four Hundred Forty Thousand Dollars) 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.
That Respondent hided for The Last Twelve (12) Years of Marriage from 2011 to 2023.
So, The Petitioner is asking for an award for his Marital equity share of All Marital Funds That were Accumulated at The Respondent's Private Bank Accounts from 2011 till 2023.

ATTACHED EXHIBITS

1- SUBPOENA at The Circuit Court of Baltimore County

Reopening The SUBPOENA Under Maryland Law:

1- 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 The Respondent,
To disclosure of all hidden marital Financial records and production of documents essential to Equitable marital asset division.

2- 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.

3- 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.

4- Brewster v. Brewster, 204 Md. App. 243, 260 (2012);
Court held that Dissipation of Marital assets justifies reopening proceedings to ensure Fairness.

5- Rodriguez v. Clarke, 145 Md. App. 423, 436 (2002);
Permits relief where fraud obstructs a party's ability to participate in discovery.

6- Md Rule 2-504;
Petitioner's mental disability and Respondent's intentional sabotage meet the "Good cause" standard warranting Subpoena Enforcement to disclose All hidden Marital Financial Records.

7- MD Law compels this Court to intervene, ensuring marital rights are adjudicated Fairly & justly.

8- This Court must intervene to Rectify Respondent's Exploitation of Petitioner's disability and secure Equitable adjudication of marital assets under Maryland law.

9- Justice requires reopening Discovery & Reissuing Subpoena to Uphold integrity of marital dissolution proceedings.

10- 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.

CONCLUSION

WHEREFORE, for the foregoing reasons,

The Petitioner Mohamed A. Ibrahim is Respectfully requests that this Honorable Court To:

1- To Give the Permission for The Petitioner to SUBPOENA The Respondent at this Court.

2- To Grant the Petitioner for an award for his Marital share of the **($90,000)** The Down Payment,

For Marital House at: (129 Hollow Brook Rd., Lutherville Timonium, MD 21093) that worth **$550,000**

3- To Grant The Petitioner for an award for his Marital equity share at Virginia house located at:

(1724 Mathews Ter Portsmouth, VA, 23704) that worth **$250,000.**

Because the Respondent was paying The Mortgage of Virginia's home from The Couple's Marital funds

For Twelve (12) years from (2011-2023) Plus, The Petitioner was Paying Property taxes with Respondent

For That Virginia's house which made Virginia's house to become **Part Marital and Part No-Marital**,

That will entitle The Petitioner for an equity share at The Virginia's House which worth **$250,000.**

4- To Grant The Petitioner for an award for his Marital equity share of the value of The Marital Car

(Toyota Corolla Rav4 - Silver Color) Because the Respondent was Paying The car loan,

From The Couple's Marital Funds and she sold and Liquidated The Marital car that worth **$50,000.**

While Petitioner was travelling outside USA which considered as Dissipation for Marital Assets & Funds.

5- To Grant The Petitioner for an award for his Marital equity share of All Marital Funds,
That were Accumulated For The Last Twelve (12) Years of Marriage at The Respondent's Private Bank Accounts From 2011 till 2023 Which is **($1,440,000),**
(One Million Four Hundred Forty Thousand Dollars) Of Marital Funds

6- For any other relief that this Court may find proper.

Respectfully Submitted,

Mohamed Ibrahim

Mohammed A. Ibrahim - **/s/ Mohamed Ibrahim** - Pro Se Petitioner

Mohamed A. Ibrahim, 116 W. Pennsylvania Ave, Towson, MD, 21204

Email: vet333@hotmail.com - Phone: 771-200-7066

Certificate of Service

I certify that on 08-28-2025 I served a copy of the foregoing was sent to all parties by Mailing to:

(1) The Supreme Court of the United States:

1 First Street, NE

Washington, DC, 20543

Phone: 202-479-3000

(2) Jeffrey H. Kreshtool: Attorney for The Respondent:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Phone: 410-321-8400

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Petitioner

(Appendix-32)

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

SA SRV ASAP

CIRCUIT COURT FOR BALTIMORE COUNTY
401 Bosley Avenue Towson, Maryland 21204
Phone (410) 887-2601 Maryland Relay call 711
Toll-free (in Maryland) 866-958-8862

Case No. C-03-FM-21-000945

STATE OF MARYLAND
or
Allison L. Lynn
Plaintiff

vs

Mohamed A. Ibrahim
Defendant

TO: Allison L. Lynn
Name
Jeffrey H. Kreshtool
Address 1
409 Washington Ave. Suite 300
Address 2
Towson, MD, 21204
City, County, State, Zip

Issue Date: 06-03-2024 JUN 0 3
Service Deadline: 60 days after the Issue Date.

SUBPOENA

You are hereby compelled to appear at a ☒ court proceeding ☐ deposition at the following location:
361 Rowe Blvd
Address of Court or Other Location
Annapolis, MD 21401
City, State, Zip
On Date at Time ☐ a.m. ☐ p.m.

☒ To testify in the above case, and/or

☒ To produce the following documents, items, and information, not privileged: See (Exhibit-A)

☐ To produce, permit inspection and copying of the following documents or other tangible items:

Mohamed A. Ibrahim
Requested By
Pro Se Defendant
Name
929-616-6862
Phone

requested issuance of this subpoena. Questions should be referred to:
116 W. Pennsylvania Ave
Address
Towson, MD, 21204
City, State, Zip

Special Message:

☐ If this subpoena compels the production of financial information, or information derived from financial records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Financial Institutions § 1-304 and any other applicable law.

☐ If this subpoena compels the production of medical records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Health-General § 4-306 and any other applicable law.

☐ Foreign Subpoena and/or Witness Fee form are attached and are incorporated by reference and are made part of this subpoena.

Julie L. Ensor
CIRCUIT COURT BALTIMORE COUNTY
Julie Ensor, Clerk
Circuit Court for Baltimore County

NOTICE:
1. YOU ARE LIABLE TO BODY ATTACHMENT AND/OR FINE FOR FAILURE TO OBEY THIS SUBPOENA.
2. This subpoena is effective for the date and time stated and any subsequent dates as directed by the court.
3. If this subpoena is for attendance at a deposition and the party served is an organization, notice is hereby given that the organization must designate one or more persons who will testify on its behalf, pursuant to Rule 2-412(d).
4. Serving or attempting to serve a subpoena more than 60 days after the date of issuance is prohibited.

RETURN OF SERVICE

I certify that I delivered the original of this Subpoena to the following person(s): Schwartz
on the following date: 06/05/24 by the following method (specified as required by Rule 2-126):

R. Jay Fisher
Sheriff
Signature
R. Fisher 6/24
Printed Name

CC-004

1843482

cc
FILED JUN 07 2024

IN The Circuit Court Of Baltimore County

401 Bosley Ave, Towson, MD, 21204

Circuit Court Case Number:

C-03-FM-21-000945

Date:10-24-2024

Mohamed A. Ibrahim: Defendant

Vs.

Allison L. Lynn: Plaintiff

SUBPOENA

PLEASE PRODUCE:

1- Tax returns from 2011 through the present including W-2s & all attachments there to.

2- Pay stubs, pay advices, or other documents reflecting payments for wages or income of any type from any source from 2011 through the present.

3- All banking, savings and loan, credit union, or other records reflecting funds on deposit from 2011 through the present, including account statements and all other records reflecting deposits, withdrawals, and credits or deductions of any type from any financial institution.

4- All statements or records of any type reflecting retirement accounts, pensions, 401(k), 403(b), or other accounts in which (Plaintiff) has a present interest or an interest accrued as a result of current or past employment.

5- Documents reflecting payment from 2011 through the present and current balances for mortgage, utilities, car payments, childcare costs, medical expenses, extracurricular activities, tuition, credit card payments, or other monthly expenses claimed by or on behalf of (The Plaintiff)

6- Documents reflecting any monies or other compensation received for the sale of any real property in the past 13 years from 2011 through the present including Statements, etc.

7- Documents rejecting money or property transferred to another person in the past 13 years from 2011 through the present with a value in excess of $250.

8- All documents reflecting current interest or ownership in, or interest in, or ownership transferred in the past 13 years from 2011 through the present of stocks or, bonds or investment accounts or any type of investment.

9- All documents evidencing accounts of any type that were closed including all Documents evidencing funds received at the time of closing and evidencing withdrawals or transfers of any type within the last 13 years from 2011 through the present before said closing.

10- I am The Defendant is asking this court for an award for my equity share at Virginia house located at: (1724 Mathews Ter Portsmouth, VA, 23704) because the Plaintiff was paying the mortgage of Virginia's home from our marital funds from 2011 to 2023, and I am The Defendant was paying taxes with the Plaintiff for that Virginia house which entitle me for an equity share at Virginia House.

The Virginia House Become **Part Marital and Part Non-Marital.**

11- I am The Defendant is asking this court for an award for my equity share of the value of our Marital Car (Toyota Corolla Rav4 Silver Color) Because the Plaintiff was paying The car loan from our marital funds and she sold our car while I was outside the USA which is considered as dissipation for The Marital Assets.

12- **The $90,000 down payment for our Marital house is a Marital funds.**

I am The Defendant is asking this court for an award for my equity share of

The $90,000 down payment for our Marital house

CONCLUSION

WHEREFORE, for the foregoing reasons,

The Defendant Mohamed A. Ibrahim Respectfully requests that this Honorable Court To:

1-To Give Permission for The Defendant to SUBPOENA The Plaintiff at this Court.

2- The Defendant is asking this court for an award for his equity share,

Of The $90,000 The down payment for The Marital house at:

(129 Hollow Brook Rd, Timonium, MD, 21093)

3- I am The Defendant is asking for an award for my equity share at Virginia house located at:

(1724 Mathews Ter Portsmouth, VA, 23704) because the Plaintiff

was paying the mortgage of Virginia's home from our marital funds from 2011 to 2023, and I am The Defendant was paying taxes with the Plaintiff for that Virginia house which Entitle me as The Defendant for an equity share at Virginia House.

4- I am The Defendant is asking for an award for my equity share of the value of our Marital Car (Toyota Corolla Rav4 Silver Color) Because the Plaintiff was paying The car loan from our Marital funds and she sold The Marital car while The Defendant

Was outside the USA which is considered as Dissipation for The Marital Assets.

5- For any other relief that this Court may find proper.

Respectfully Submitted,

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim **/s/ Mohamed Ibrahim**

Pro Se Defendant

Mohamed A. Ibrahim, 116 W. Pennsylvania Ave, Towson, MD, 21204

929-616-6862 - vet333@hotmail.com

Certificate of Service

I certify that on 10-24-2024 (date) I served a copy of the foregoing was sent to all parties by MDEC and Mailing to:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave,

Towson, MD, 21204

410-887-2139

(2) Jeffrey H. Kreshtool: Attorney for Plaintiff:

CPF 9906240215

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

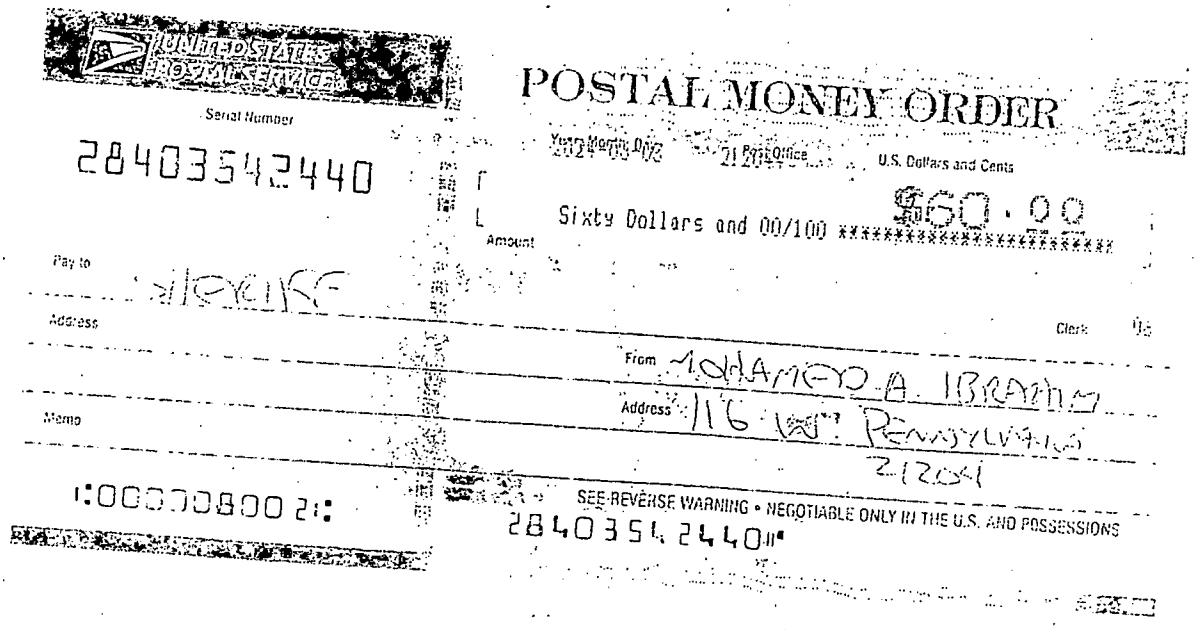
116 W. Pennsylvania Ave,

Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Pro Se Defendant



UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number 28403542440

Year Month Day 2024 06 03

21 Post Office

U.S. Dollars and Cents

Amount Sixty Dollars and 00/100 ********** $60.00

Pay to

Address

Clerk

From MOHAMED A. IBRAHIM

Memo

Address 116 W. PENNSYLVANIA 21204

:000030800 21:

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

28403542440

RECEIPT DATE 6-3-24 No. 326664

RECEIVED FROM MOHAMED A. IBRAHIM (929) 616-6862 $60.00

MONEY ORDER # 28403542440 DOLLARS

○ FOR RENT
○ FOR CASE # C-03-FM-21-000745

ACCOUNT		○ CASH
PAYMENT	60 00	○ CHECK
BAL. DUE		⊗ MONEY ORDER
		○ CREDIT CARD

FROM _____ TO _____

BY _____

3-11

(410) 887-3151

(Appendix-33)

ALLISON LYNN	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
MOHAMED IBRAHIM	*	BALTIMORE COUNTY
Defendant	*	Case No.: C-03-FM-21-000945

****

TRANSCRIPT OF PROCEEDINGS:

May 24, 2023

The Honorable Nancy M. Purpura, presiding

TIMOTHY C. MARSHECK, ESQUIRE
Counsel for Plaintiff

FLORIAN TABAKU, ESQUIRE
Counsel for Defendant

Christine R. Leary, Transcriber

(ON RECORD - 11:36:44 AM)

THE COURT: All right, good morning.

VOICES: Good morning, Your Honor.

THE COURT: I'm calling the matter of Lynn versus Ibrahim. This is FM-21-0945. Counsel, would you identify yourselves for the record?

MR. MARSHECK: Yes, Your Honor. Good morning. Timothy C. Marsheck on behalf of Allison Lynn, who is standing to my right.

THE COURT: Good morning.

MR. TABAKU: Good morning, Your Honor. Florian Tabaku on behalf of Mr. Ibrahim, who is to my right.

THE COURT: Okay and he has an interpreter. Madam Clerk, would you swear the interpreter, please?

CLERK: Yes.

VOICE: We have two, Your Honor.

CLERK: You do hereby solemnly swear or affirm under the penalties of perjury, to interpret accurately, completely and impartially and to refrain from knowingly disclosing confidential or privileged information obtained while serving in this proceeding?

INTERPRETER: I do. For the record, my name is Christine Fattoshe, F-A-T-T-O-S-H-E, certified (inaudible) interpreter. Good morning, Your Honor.

THE COURT: Good morning. Okay.

INTERPRETER: I do. (inaudible), certified (inaudible).

THE COURT: Good morning. Okay. My understanding is that this matter has settled, is that correct?

MR. MARSHECK: That is accurate, Your Honor.

THE COURT: Okay. Would one of you put the terms of the settlement agreement on the record?

MR. MARSHECK: Absolutely, Your Honor. In fact, we have already reduced the agreement to writing and it's fully signed and notarized.

THE COURT: Okay.

MR. MARSHECK: I, unfortunately, do not have my notary stamp with me, but I did sign, we can admit it, I believe, without the stamp.

THE COURT: I think so.

MR. MARSHECK: I think that --

THE COURT: I believe we can. This is going to happen in open court and your client, you're going to voir dire your clients. So, I don't have a problem with that at all. Why don't you hand it up and we'll go ahead and scan it and upload it into MDEC.

MR. MARSHECK: Thank you, Your Honor.

THE COURT: Okay, hand it to me. Thank you. Thanks. Take a look. Okay. This looks very thorough.

MR. MARSHECK: The parties have been in settlement

talks for approximately a week, Your Honor.

THE COURT: Okay.

MR. MARSHECK: It just took today to finalize.

THE COURT: Okay, great. I was going to say, you've, you've, you drafted a rather lengthy document in a very short period of time. All right. It does look like everything is resolved.

MR. MARSHECK: Yes, Your Honor.

THE COURT: All right. If you would, please, I think you're going to have to call your client to testify with regards to the grounds for divorce.

MR. MARSHECK: Yes, Your Honor.

THE COURT: Go ahead.

MR. MARSHECK: And at this time, counsel, or at this time, Your Honor, I apologize, counsel will call Plaintiff, Ms. Allison Lynn.

THE COURT: All right. Come on up to the witness stand.

CLERK: Please remain standing and raise your right hand. You do hereby solemnly swear or affirm under the penalties of perjury, that the responses given, and statements made will be the whole truth and nothing but the truth?

MS. LYNN: I do.

CLERK: Okay. You can have a seat. Please just state and spell your full name for the record.

MS. LYNN: Allison Lynn, A-L-L-I-S-O-N, last name is L-Y-N-N.

CLERK: Thank you.

THE COURT: All right. Go ahead, counsel.

MR. MARSHECK: Thank you, Your Honor. And Ms. Lynn, do you know the Defendant, the gentleman sitting here today?

MS. LYNN: I do.

MR. MARSHECK: And how do you know him?

MS. LYNN: We are currently married.

MR. MARSHECK: Okay and when were you married?

MS. LYNN: July of 2011.

MR. MARSHECK: And was that a civil or religious ceremony?

MS. LYNN: Civil ceremony.

MR. MARSHECK: Okay and where was that ceremony?

MS. LYNN: I believe it was here in this courthouse.

MR. MARSHECK: Okay and do you, do you have, do you and Mr. Ibrahim have any children together as a result of the marriage?

MS. LYNN: Yes, we do, two children.

MR. MARSHECK: Okay and what are their names and dates of birth?

MS. LYNN:

and

MR. MARSHECK: Okay and while married, were you and

Mr. Ibrahim living together as husband and wife?

MS. LYNN: Yes.

MR. MARSHECK: And did there come a time when you separated?

MS. LYNN: Yes.

MR. MARSHECK: When was that?

MS. LYNN: December 30th, 2018.

MR. MARSHECK: Okay and have you cohabitated since that date?

MS. LYNN: No, sir.

MR. MARSHECK: Okay and is there any hope of reconciliation in your opinion --

MS. LYNN: No, sir.

MR. MARSHECK: Okay and at this time, Your Honor, if possible, I'd like to reference the Marital Settlement Agreement and, unfort, thank you, Your Honor.

THE COURT: Um hm. Would you hand that to her?

MR. MARSHECK: Permission to approach?

THE COURT: Yes.

MR. MARSHECK: Thank you, Your Honor. And Ms. Lynn, I'm going to be handing you a document. Do you recognize that document?

MS. LYNN: I do.

MR. MARSHECK: And what is that document?

MS. LYNN: Marital Settlement Agreement that we have

both signed.

MR. MARSHECK: Okay and let me ask you to flip to the last page of that document.

MS. LYNN: Okay.

MR. MARSHECK: I apologize, the second to the last page.

MS. LYNN: Um hm.

MR. MARSHECK: And do you recognize the signature in the upper right-hand corner of that document?

MS. LYNN: This is my signature here.

MR. MARSHECK: Okay.

MS. LYNN: And this is the Defendant's.

MR. MARSHECK: Okay and scanning through all of the pages of that document, do you recognize the initials in the lower lefthand corner?

MS. LYNN: Yes, sir. They're my signatures, or my initials and Mr. Ibrahim's signature, initials.

MR. MARSHECK: Okay and does that agreement resolve any and all issues relating to custody of the minor children?

MS. LYNN: Yes, sir.

MR. MARSHECK: Okay and do you believe that the terms relating to custody of the minor children are in their best interests?

MS. LYNN: Yes, very much.

MR. MARSHECK: And does the agreement resolve any, or

all issues, I should say, concerning alimony?

MS. LYNN: Yes, it does.

MR. MARSHECK: Okay and you understand that you are waiving alimony pursuant to the provisions of that agreement?

MS. LYNN: Yes, I do.

MR. MARSHECK: Okay and by waiving alimony, that you are forever barred to bring a claim of alimony or a request of alimony to this Court or any other Court of competent jurisdiction in the future?

MS. LYNN: Yes, I understand.

MR. MARSHECK: And does the Marital Settlement Agreement resolve all issues relating to marital property?

MS. LYNN: Yes, it does.

MR. MARSHECK: And Ms. Lynn, what is your age?

MS. LYNN: I am fifty-one.

MR. MARSHECK: And how far did you go in school?

MS. LYNN: I have a master's degree.

MR. MARSHECK: Okay and can you read and write the English language?

MS. LYNN: Yes, I can.

MR. MARSHECK: And are you under the influence of any prescription medication, alcohol or substance that would affect your decision to enter into the agreement today?

MS. LYNN: No, sir.

MR. MARSHECK: Okay. Has anyone made any promises to

you, other than the promises in the agreement, to enter into this agreement today?

MS. LYNN: No, sir.

MR. MARSHECK: And has anyone threatened you to enter into this agreement today?

MS. LYNN: No, sir.

MR. MARSHECK: Okay. Are you entering, entering into this agreement knowingly?

MS. LYNN: Yes, sir.

MR. MARSHECK: And freely?

MS. LYNN: Yes, sir.

MR. MARSHECK: And voluntarily?

MS. LYNN: Yes, sir.

MR. MARSHECK: And are you, are you satisfied and happy with the services provided by myself and Marsheck Law?

MS. LYNN: Yes.

MR. MARSHECK: And have you had the opportunity to thoroughly review the agreement and ask me any questions relating to that agreement?

MS. LYNN: Yes, I have.

MR. MARSHECK: Okay. Do you have any further questions of me relating to that agreement?

MS. LYNN: No, no, thank you.

MR. MARSHECK: Do you have any questions of the Court relating to that agreement?

MS. LYNN: No, no, thank you.

MR. MARSHECK: Okay and thank you, no further questions, Your Honor.

THE COURT: All right. Thank you. Counsel, did you have a, did you have any questions?

MR. TABAKU: Briefly.

THE COURT: Okay.

MR. TABAKU: You understand that you're both waived each other's retirement benefits?

MS. LYNN: Yes, sir.

MR. TABAKU: You understand you can't, can't come back at a later date to ask for those?

MS. LYNN: Yes, sir.

THE COURT: All right. Okay. Thank you, ma'am. You can step down.

MS. LYNN: Okay. Does this go back to you?

THE COURT: Yes. All right. Did you want to voir dire your client?

MR. TABAKU: Yes, Your Honor.

THE COURT: You can do that where he is.

CLERK: Please raise your right hand. You do hereby solemnly swear or affirm under the penalties of perjury, that the responses given, and statements made will be the whole truth and nothing but the truth?

MR. IBRAHIM: Yes, yes.

CLERK: If you could just state and spell your full name for the record?

MR. IBRAHIM: Mohamed Ibrahim, M-O-H-A-M-E-D, I-B-R-A-H-I-M.

THE COURT: Okay.

MR. TABAKU: If I can get the agreement, Your Honor?

INTERPRETER: Permission to switch, Your Honor?

THE COURT: Sure.

CLERK: Thank you.

MR. TABAKU: Okay. Mr. Ibrahim, showed you the Marital, this document, at the top there. That's the Marital Settlement Agreement that we signed today, correct?

MR. IBRAHIM: Yes.

MR. TABAKU: Okay. All right. Turning to page seventeen of eighteen, above your name, is that your signature?

INTERPRETER: Yes.

MR. TABAKU: Okay and have you signed every page of the, sorry, have you initialed every page of this agreement?

INTERPRETER: Yes.

MR. TABAKU: Okay. Now, in reaching this agreement, did we discuss and reach an agreement on physical custody and legal custody for the children? Do you believe that's in the best interest of the children?

INTERPRETER: Yes, but I have a concern about the visitation. I would like to see the kids and play with them,

(inaudible) mall, cinema, park, anywhere.

MR. TABAKU: Court's indulgence.

THE COURT: Um hm.

MR. TABAKU: So back. Is that legal custody and physical custody schedule we've agreed to in the best interest of the children?

INTERPRETER: Yes.

MR. TABAKU: Okay. You understand we dealt with alimony and retirement benefits. You understand you've each waived each other's retirement, any claim to alimony and retirement benefits, correct?

INTERPRETER: Yes.

MR. TABAKU: And you understand that you cannot come back at a later date to ask for those?

INTERPRETER: Yes.

MR. TABAKU: Now, and we've had a chance to discuss the agreement, including this morning with both interpreters, correct?

INTERPRETER: Yes.

MR. TABAKU: Now, under, under, I'm sorry. Are you under the, any, the influence of any drugs or alcohol at this point, at this time?

INTERPRETER: No.

MR. TABAKU: Are you under the, are you taking any prescription medication which would interfere with your ability

to understand what is happening here today?

INTERPRETER: No.

MR. TABAKU: Are you under the care of a psychiatrist, psychologist or mental health professional?

INTERPRETER: Yes.

MR. TABAKU: Does being under the care of a psychiatrist, psychologist or mental health professional interfere with your ability to understand what is happening here today?

INTERPRETER: No.

MR. TABAKU: Okay. Did anyone force you to enter into this agreement?

INTERPRETER: No.

MR. TABAKU: Did anyone place any undue influence upon you to enter into this agreement?

INTERPRETER: Can repeat (inaudible) for me, please? Repeat, please?

MR. TABAKU: Sorry. Did anyone place any undue influence upon you to enter into this agreement?

INTERPRETER: No.

MR. TABAKU: Has anyone made any promises to you, other than what's in the agreement, to get you to sign the agreement?

INTERPRETER: No.

MR. TABAKU: Did you knowingly, freely and

voluntarily enter into this agreement?

INTERPRETER: Yes.

MR. TABAKU: Have I answered all your questions?

INTERPRETER: Yes.

MR. TABAKU: Are you satisfied with my services?

INTERPRETER: Yes.

MR. TABAKU: No further questions, Your Honor.

THE COURT: All right.

MR. TABAKU: Oh, sorry. Oh, no, that's it.

THE COURT: All right. I, I'm going to grant the Plaintiff a Judgment of Absolute Divorce on the ground of twelve-month separation. I will, I will incorporate but not merge the Marital Settlement Agreement into the Judgment. Do you have a copy of a Judgment?

MR. MARSHECK: We do, Your Honor. In that regard, we have a copy of the Judgment, as well as the completed blue form for Your Honor's consideration.

THE COURT: Wow.

MR. TABAKU: We're (inaudible).

THE COURT: We --

MR. MARSHECK: It's the full package today, Your Honor.

THE COURT: It's very seldom that I have in, in these cases lawyers who are this completely prepared. And I can tell you I appreciate that. And I'm sure your clients appreciate it

as well.

MR. MARSHECK: It's all Mr. Tabaku's influence, Your Honor. I can't take credit for any of it.

MR. TABAKU: It's both of us.

THE COURT: Okay. I've gone ahead and signed the Judgment. We will upload that into MDEC. There was one outstanding Motion that was filed by the Defendant to seal the courtroom during the trial. Since the matter has settled, I'll deny that as moot.

MR. MARSHECK: Thank you, Your Honor.

THE COURT: All right. Thank you very much. Thank you, counsel, for your efforts. And I, I wish you both good luck.

MR. TABAKU: Thank you, Your Honor.

MR. MARSHECK: Thank you, Your Honor.

MS. LYNN: Thank you.

MR. MARSHECK: And permission to be excused, Your Honor?

THE COURT: Yes, sir.

MR. MARSHECK: Thank you, Your Honor.

CLERK: All rise.

THE COURT: Thank you.

(OFF THE RECORD - 11:54:27 AM)

CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of Allison Lynn v. Mohamed Ibrahim, case number C-03-FM-21-000945, heard in the Circuit Court for Baltimore County, May 24, 2023, was recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 15 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 8th day of August 2023.

Christine R. Leary

Christine R. Leary

Transcriber

2 (Appendix-34)

ALLISON LYNN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
MOHAMED IBRAHIM	*	BALTIMORE COUNTY
Defendant.	*	Case No.: C-03-FM-21-000945

* * * * * * * * * * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause being presented for determination; testimony having been taken before the undersigned Judge of this Court on 5-24-23, 2023; and the Judge having given her oral recommendations; it is on this day by the Circuit Court for Baltimore County, Maryland,

ADJUDGED, that the Plaintiff, Allison Lynn, is hereby granted an absolute divorce from the Defendant, Mohamed Ibrahim; and it is further

ORDERED, that the terms and provisions of the parties' Marital Settlement Agreement fully executed on May 24, 2023, are hereby incorporated, but not merged, into this Judgment of Absolute Divorce to the extent the Court has jurisdiction; and it is further

ORDERED, that the Marital Settlement Agreement fully executed on May 24, 2023, shall be CONFIDENTIAL in the case file and not subject to public inspection, pursuant to and in furtherance of Maryland statutes and Rules of Procedure; and it is further

ORDERED, that this Order does not limit access to court records by judicial officials or employees in the performance of their official duties, or to a case record by a party or counsel of record in the action, unless specifically restricted by court order; and it is further

ORDERED, the Plaintiff shall have primary physical custody of the parties' minor children, namely, and and the Defendant shall have access and visitation as provided in the Marital Settlement Agreement dated May 24, 2023; and it is further

ORDERED, that the Plaintiff shall have sole legal custody of the minor children as provided in the Marital Settlement Agreement dated May 24, 2023; and it is further

ORDERED, that the parties' request for alimony is hereby denied by the parties' express waiver thereof and is not subject to modification by this or any other court of competent jurisdiction; and it is further

ORDERED, that the parties' request for retirement distribution is denied by the parties' waiver of retirement benefits.

~~Alisson~~ Lynn, Plaintiff
Allison

Mohamed Ibrahim, Defendant

JUDGE of the Circuit Court for
Baltimore County, Maryland

True Copy Test
JULIE L. ENSOR, Clerk
Per
Assistant Clerk

(Appendix - 35) (1)

2020

IRS e-file Signature Authorization

Form **8879** (Rev. January 2021)
Department of the Treasury
Internal Revenue Service

▶ ERO must obtain and retain completed Form 8879.
▶ Go to www.irs.gov/Form8879 for the latest information.

OMB No. 1545-0074

Submission Identification Number (SID) ▶

Taxpayer's name	Social security number
ALLISON L LYNN	
Spouse's name	**Spouse's social security number**
MOHAMED A IBRAHIM	

Part I Tax Return Information — Tax Year Ending December 31, 2020 (Enter year you are authorizing.)

Enter whole dollars only on lines 1 through 5.

Note: Form 1040-SS filers use line 4 only. Leave lines 1, 2, 3, and 5 blank.

1 Adjusted gross income	1	119,254
2 Total tax	2	8,299
3 Federal income tax withheld from Form(s) W-2 and Form(s) 1099	3	18,361
4 Amount you want refunded to you	4	10,662
5 Amount you owe	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of the income tax return (original or amended) I am now authorizing, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from the income tax return (original or amended) I am now authorizing. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537**. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for the income tax return (original or amended) I am now authorizing and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN [ ] as my
ERO firm name **Enter five digits, but don't enter all zeros**
signature on the income tax return (original or amended) I am now authorizing.

☐ I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ [signature] Date ▶ 3/19/21

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN [ ] as my
ERO firm name **Enter five digits, but don't enter all zeros**
signature on the income tax return (original or amended) I am now authorizing.

☐ I will enter my PIN as my signature on the income tax return (original or amended) I am now authorizing. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

* Spouse's signature ▶ Mohamed Ibrahim Date ▶ 3-19-21

Practitioner PIN Method Returns Only — continue below

Part III Certification and Authentication — Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. [ ]
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the electronic individual income tax return (original or amended) I am now authorized to file for tax year indicated above for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ [signature] Date ▶ 03-17-2021

ERO Must Retain This Form — See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see your tax return instructions. Form **8879** (Rev. 01-2021)

 Form Software Copyright 1996 - 2021 HRB Tax Group, Inc.

MARYLAND FORM **EL101**

e-File DECLARATION FOR ELECTRONIC FILING

201010003

2020

Keep this form for your records. Do not send this form to the State of Maryland unless specifically requested to do so. See instructions.

DO NOT MAIL

Print Using Blue or Black Ink Only.

First Name	MI	Last Name	SSN/Taxpayer Identification Number
ALLISON	L	LYNN	
MOHAMED	A	IBRAHIM	

Spouse's First Name / Spouse's Last Name / Spouse's SSN/Taxpayer Identification Number

Part I Tax Return Information (whole dollars only)

1. Amount of overpayment to be applied to 2021 estimated tax ..... 1. .00
2. Amount of overpayment to be refunded to you ..... REFUND 2. 1627 .00
3. Total amount due (Pay in full by April 15, 2021. See instructions.) ..... 3. .00

Part II Taxpayer Declaration and Signature Authorization

Under penalties of perjury, I declare that I have compared the information contained on my electronic return with the information that I provided to my Electronic Return Originator (ERO) or entered on-line and that the name(s) and amounts described above agree with the amounts shown on the corresponding lines of my 2020 Maryland electronic income tax return. To the best of my knowledge and belief, my return is true, correct and complete. I consent that my return, including accompanying schedules and statements, be sent to the Maryland Revenue Administration Division by my Electronic Return Originator or by my electronic return software provider.

Your PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN _____ Enter five digits. Do not enter all zeros.

as my signature on my tax year 2020 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2020 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature _____ Date 3/19/21

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN _____ Enter five digits. Do not enter all zeros.

as my signature on my tax year 2020 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2020 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature Mohamed Ibrahim Date 3-19-21

Practitioner PIN Method Returns Only

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. _____ Do not enter all zeros.

I certify this numeric entry is my PIN, which is my signature for the tax year 2020 electronically filed income tax return for the taxpayer(s). I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and the Maryland MeF Handbook for Authorized e-file Providers.

ERO's signature _____ Date 03172021

11/02/20

 Form Software Copyright 1996 - 2021 HRB Tax Group, Inc.

VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2020

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name: ALLISON L LYNN — B Your Social Security Number

Spouse's Name: MOHAMED A IBRAHIM — A Spouse's Social Security Number

Part I Tax Return Information	A Spouse	B Yourself
1. Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		119254
2. Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		119254
3. Taxable Income (Form 760CG, Line 15; 760PY, Line 16, columns A & B; Form 763, Line 17)		96152
4. Virginia Income Tax (Form 760CG, Line 18; 760PY, Line 17, columns A & B; Form 763 Line 18)		
5. Withholding (Form 760CG, Line 19a & 19b; 760PY, Lines 19a & 19b; Form 763, Lines 19a & 19b)		
6. Amount you Owe (Form 760CG, Line 35; Form 760PY, Line 35; Form 763, Line 35)		
7. Refund (Form 760CG, Line 36; 760PY, Line 36; Form 763, Line 36)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2020, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature [signature] Date 3/19/21

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2020 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2020 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature Mohamed Ibrahim Date 3-19-21

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. [ ]
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2020 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2020). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature [signature] Date 03/17/2021

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H&R BLOCK

CLIENT SERVICE AGREEMENT
TAX SEASON 2021 – TAX YEAR 2020

WELCOME TO H&R BLOCK®

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee"). In either case, this Client Service Agreement ("CSA") explains what to expect from your tax preparer and from other companies that may provide you products and services, and what is needed from you so they can provide great service. This CSA contains an Arbitration Agreement, the terms of which are set forth below.

If you are having your taxes prepared, your tax preparer will (1) interview you to learn details that affect your taxes, and (2) ask you for documents to help accurately record your income, credits or deductions. You agree to provide information related to all products and services you receive, including your W-2(s) and other information that affects your tax situation, and to verify the accuracy of this information (including any W-2 you download for pick-up in the tax office). If you discover that you did not provide complete and accurate information, you agree to file an amended return. Your tax preparer can prepare any amendment for you, but there may be an additional charge. The use and disclosure of information you provide to H&R BLOCK® is governed by the Privacy Notice provided to you. You may request a copy of our most recent Privacy Notice from any office, or you may access a copy at www.hrblock.com. If you obtain a Refund Transfer, your fees are not due until all services are complete, which is typically when your refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.

ARBITRATION IF A DISPUTE ARISES ("ARBITRATION AGREEMENT")

1. Scope of Arbitration Agreement. You and the H&R Block Parties agree that all disputes and claims between you and the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the H&R Block Parties may elect that an individual claim be decided in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 4 below, shall be decided by a court and not an arbitrator. The term "H&R Block Parties" in this Arbitration Agreement includes HRB, Emerald Financial Services, LLC, and Franchisee; their direct or indirect parents, subsidiaries, and affiliates; and the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

Arbitration Opt Out: You may opt out of this Arbitration Agreement within 60 days after you sign this CSA by filling out the form at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, address, the first five digits of your Social Security number, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

2. Pre-Arbitration Notice of Dispute. A party who intends to seek arbitration must first mail a written Notice of Dispute ("Notice") to the other party. The Notice to the H&R Block Parties should be addressed to: H&R Block-Legal Department, Attention: Notice of Dispute, One H&R Block Way, Kansas City, MO 64105. The Notice must be on an individual basis and provide at least the following information: (a) your name, telephone number, and e-mail address; (b) the nature or basis of the claim or dispute; and (c) the specific relief you seek. If the dispute is not resolved within 60 days after the Notice is received, then you or the H&R Block Parties may file an arbitration. The existence or substance of any settlement discussions shall not be disclosed.

3. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. AAA Rules are available on AAA's website www.adr.org, or by calling AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence.

4. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then only that particular claim or only that particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

5. Arbitration Costs. Payment of all filing, administrative, arbitrator, and hearing fees will be governed by AAA's rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration unless (i) you have failed to comply with the notice of dispute requirements in paragraph 2 above, (ii) your claim was brought or maintained in violation of paragraph 4 above, or (iii) either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), in which case the payment of fees will be governed by AAA rules and you agree to reimburse the H&R Block Parties for all fees advanced on your behalf.

6. Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT

I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this CSA.

Client's Signature _____ Date 3/19/21

Spouse's Signature (Required only if MFJ and Spouse is Present) Mohamed Ibrahim Date 3-19-21

4

FOCSA1
12/29/2020

ALLISON L LYNN & MOHAMED A IBRAHIM

Client Sources of Income Verification

To ensure your return is prepared accurately, review the entries below and confirm they represent all your sources of income, regardless of taxability.

Sources of Income – Total $ 127,079

NOTE: The amount shown may not match your total Adjusted Gross Income as there may be sources of income present on your return that are not independently reported to the IRS.

Document	Issued by	Amount
W2	SINAI HOSPITAL OF BA	$115,000
1099 INT	CAPITAL ONE	$58
1099 INT	FIRST FINANCIAL FCU	$41
1099 INT	U S BANK NATIONAL AS	$40
SCHEDULE E PG 1	1724 MATTHEWS TERRAC	$11,940

My/our signature(s) below confirms that I/we verify that I/we have no additional sources of income for the 2020 tax year in the categories listed above.

	Name	Signature	Date
Client	ALLISON L LYNN	A Lynn	3/19/21
* Spouse	MOHAMED A IBRAHIM	Mohamed Ibrahim 3-19-21	

(If married and Spouse is present, Spouse must also sign.)

Tax Professional: [signature] Date: 3/17/21

FOINCOMEVER1
12/29/2020

ALLISON L LYNN & MOHAMED A IBRAHIM

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION
If for any reason you are not satisfied with the terms of this Plan, **you may rescind and obtain a full refund of the fee you paid for the Plan.** Contact the manager of the Block office where your tax return was prepared **within seven (7) days from the date of purchase.**

For New Hampshire Residents ONLY: In the event you do not receive satisfaction under this Peace of Mind contract, you may contact the New Hampshire Insurance Department, Consumer Division, which provides oversight for consumer guaranty contracts, at 21 South Fruit Street, Suite 14, Concord NH 03301 or 603-271-2261. This number is only for clients who purchased Peace of Mind.

ARBITRATION IF A DISPUTE ARISES BETWEEN YOU AND BLOCK
If a dispute arises between you and Block, including any dispute that relates to Peace of Mind, the dispute shall be settled by binding arbitration unless you opt-out of arbitration. The arbitration procedures, including the procedures for you to opt-out of arbitration, are set forth in the Client Service Agreement between you and Block (or in the Online Services Agreement if you purchased on www.HRBlock.com), in the section titled "Arbitration if a Dispute Arises." The "Arbitration if a Dispute Arises" section hereby is incorporated by reference.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this Plan, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name: ALLISON L LYNN

Spouse's Name (if applicable): MOHAMED A IBRAHIM

Client's Signature: A Lynn Date: 3/19/21

X Spouse's Signature: Mohamed Ibrahim Date: 3-19-21

(If married and Spouse is present, Spouse must also sign.)

MARYLAND FORM **EL101**

e-File DECLARATION FOR ELECTRONIC FILING

191010003

2019

Keep this form for your records. Do not send this form to the State of Maryland unless specifically requested to do so. See instructions.

DO NOT MAIL

Print Using Blue or Black Ink Only.

First Name	MI	Last Name	SSN/Taxpayer Identification Number
ALLISON	L	LYNN	
MOHAMED	A	IBRAHIM	

Spouse's First Name / Spouse's Last Name

Part I Tax Return Information (whole dollars only)

1. Amount of overpayment to be applied to 2020 estimated tax ..... 1.
2. Amount of overpayment to be refunded to you ..... REFUND 2. 1878
3. Total amount due (Pay in full by April 15, 2020. See instructions.) ..... 3.

Part II Taxpayer Declaration and Signature Authorization

Under penalties of perjury, I declare that I have compared the information contained on my electronic return with the information that I provided to my Electronic Return Originator (ERO) or entered on-line and that the name(s) and amounts described above agree with the amounts shown on the corresponding lines of my 2019 Maryland electronic income tax return. To the best of my knowledge and belief, my return is true, correct and complete. I consent that my return, including accompanying schedules and statements, be sent to the Maryland Revenue Administration Division by my Electronic Return originator or by my electronic return software provider.

Your PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN [ ] Enter five digits. Do not enter all zeros.

as my signature on my tax year 2019 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature X [signature] Date X 2/20/20

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN [ ] Enter five digits. Do not enter all zeros.

as my signature on my tax year 2019 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature X Mohamed Ibrahim Date X 2-21-2020

Practitioner PIN Method Returns Only

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. [ ] Do not enter all zeros.

I certify this numeric entry is my PIN, which is my signature for the tax year 2019 electronically filed income tax return for the taxpayer(s). I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and the Maryland MeF Handbook for Authorized e-file Providers.

ERO's signature [signature] Date 02182020

10/16/19

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VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2019

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name	B Your Social Security Number
ALLISON L LYNN	
Spouse's Name	**A Spouse's Social Security Number**
MOHAMED A IBRAHIM	

Part I Tax Return Information

		A Spouse	B Yourself
1.	Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		112520
2.	Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		112520
3.	Taxable Income (Form 760CG, Line 15; 760PY, Line 16, columns A & B; Form 763, Line 17)		91644
4.	Virginia Income Tax (Form 760CG, Line 18; 760PY, Line 17, columns A & B; Form 763 Line 18)		
5.	Withholding (Form 760CG, Line 19a & 19b; 760PY, Lines 19a & 19b; Form 763, Lines 19a & 19b)		
6.	Amount you Owe (Form 760CG, Line 35; Form 760PY, Line 35; Form 763, Line 35)		
7.	Refund (Form 760CG, Line 36; 760PY, Line 36; Form 763, Line 36)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2019, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2019 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2019 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature X [signature] Date X 2/20/20

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2019 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2019 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature X Mohamed Ibrahim Date X 2-21-2020

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. [ ]
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2019 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2019). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature [signature] Date 2/18/20

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Form **8879**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization

▶ ERO must obtain and retain completed Form 8879.
▶ Go to www.irs.gov/Form8879 for the latest information.

OMB No. 1545-0074

2019

Submission Identification Number (SID) ▶

Taxpayer's name	Social security number
ALLISON L LYNN	
Spouse's name	**Spouse's social security number**
MOHAMED A IBRAHIM	

Part I Tax Return Information — Tax Year Ending December 31, 2019 (Whole dollars only)

1	Adjusted gross income (Form 1040 or 1040-SR, line 8b; Form 1040-NR, line 35)	1	112,520
2	Total tax (Form 1040 or 1040-SR, line 16; Form 1040-NR, line 61)	2	7,323
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040 or 1040-SR, line 17; Form 1040-NR, line 62a).	3	18,798
4	Refund (Form 1040 or 1040-SR, line 21a; Form 1040-NR, line 73a; Form 1040-SS, Part I, line 13a)	4	11,475
5	Amount you owe (Form 1040 or 1040-SR, line 23; Form 1040-NR, line 75)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2019, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537**. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN ____ as my signature on my tax year 2019 electronically filed income tax return.
ERO firm name — **Enter five digits, but don't enter all zeros**

☐ I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ [signature] Date ▶ 2/20/20

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN ____ as my signature on my tax year 2019 electronically filed income tax return.
ERO firm name — **Enter five digits, but don't enter all zeros**

☐ I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ Mohamed Ibrahim Date ▶ 2-21-20

Practitioner PIN Method Returns Only — continue below

Part III Certification and Authentication — Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. ____
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2019 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and **Pub. 1345**, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Martin Tang Date ▶ 02-18-2020

ERO Must Retain This Form — See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see your tax return instructions. Form **8879** (2019)

 Form Software Copyright 1996 - 2020 HRB Tax Group, Inc.

ALLISON L LYNN & MOHAMED A IBRAHIM

Client Sources of Income Verification

To ensure your return is prepared accurately, review the entries below and confirm they represent all your sources of income, regardless of taxability.

Sources of Income – Total $ 128,131

NOTE: The amount shown may not match your total Adjusted Gross Income as there may be sources of income present on your return that are not independently reported to the IRS.

Document	Issued by	Amount
W2	SINAI HOSPITAL OF BA	$114,798
1099 DIV	PERSHING LLC	$647
1099 INT	CAPITAL ONE	$80
1099 INT	FIRST FINANCIAL FCU	$61
1099 INT	US BANK NATIONAL ASSOCIATI	$58
SCHEDULE E PG 1	1724 MATTHEWS TERRACE	$11,940
CAPITAL GAINS/LOSSES	ALL SOURCES	$547

My/our signature(s) below confirms that I/we verify that I/we have no additional sources of income for the 2019 tax year in the categories listed above.

	Name	Signature	Date
Client	ALLISON L LYNN	X [signature]	X 2/20/20
Spouse	MOHAMED A IBRAHIM	X Mohamed Ibrahim	X 2-21-2020

(If married and Spouse is present, Spouse must also sign.)

Tax Professional: Martin Taylor Date: 2/18/20

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ALLISON L LYNN & MOHAMED A IBRAHIM

H&R BLOCK

CLIENT SERVICE AGREEMENT
TAX SEASON 2020 – TAX YEAR 2019

WELCOME TO H&R BLOCK®

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee"). In either case, this Client Service Agreement ("CSA") explains what you should expect from your tax preparer and from other companies that may provide products and services to you. It also explains what is needed from you so that they can provide the great service you expect. This CSA contains an Arbitration Agreement, the terms of which are set forth below.

The office you have chosen will prepare your tax return(s) and/or provide other products and services you request. If you are having your taxes prepared, your tax preparer will (1) interview you to learn details that affect your taxes, and (2) ask you for documents to help accurately record your income, credits or deductions. You agree to provide information related to all products and services you receive, including your W-2(s) and other information that affects your tax situation, and to verify the accuracy of this information (including any W-2 you download for pick-up in the tax office). If you discover that you did not provide complete and accurate information, you agree to file an amended return. Your tax preparer would be happy to prepare any amendment for you, but there may be an additional charge. The use and disclosure of information you provide to H&R BLOCK® is governed by the Privacy Notice provided to you. You may request a copy of our most recent Privacy Notice from any office, or you may access a copy at www.hrblock.com. If you obtain a Refund Transfer, your fees are not due until all services are complete, which is typically when your refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.

ARBITRATION IF A DISPUTE ARISES ("ARBITRATION AGREEMENT")

1. Scope of Arbitration Agreement. You and the H&R Block Parties (as defined below) agree that all disputes and claims between you and any one or more of the H&R Block Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the H&R Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 3 below, shall be decided by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term "H&R Block Parties" shall include HRB, Emerald Financial Services, LLC, and Franchisee; as well as any of their direct or indirect parents, subsidiaries, and affiliates. This term also includes the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You may opt out of this Arbitration Agreement within the first 60 days after you sign this CSA by fully filling out the form found at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security number, state, zip code, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and the H&R Block Parties agree otherwise, any arbitration hearing shall take place in the county of your residence. We encourage you to call (855) 267-2202 in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.

3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular remedy for a claim (such as a request for public injunctive relief), then that particular claim or particular remedy (and only that particular claim or particular remedy) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

4. Arbitration Costs. The H&R Block Parties will pay all filing, administrative, arbitrator, and hearing costs. The H&R Block Parties waive any rights they may have to recover an award of attorneys' fees and expenses against you.

5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

THIS AGREEMENT CONTAINS A BINDING MUTUAL ARBITRATION AGREEMENT

I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this Client Service Agreement.

X _____ X 2/20/20
Client's Signature Date

X Mohamed Ibrahim X 2-21-2020
Spouse's Signature (Required only if MFJ and Spouse is Present) Date

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ALLISON L LYNN & MOHAMED A IBRAHIM

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION

If for any reason you are not satisfied with the terms of this Plan, you may rescind and obtain a full refund of the fee you paid for the Plan. Contact the manager of the Block office where your tax return was prepared within seven (7) days from the date of purchase and provide that office the receipt for such payment.

OVERVIEW

If you receive a notice from any tax authority:

1. Provide your tax authority notice and any related documents to your local Block office **within 60 days** from the date of the initial notice. **If you don't contact us within 60 days, your claim may be denied.**
2. Your local Block office will investigate the issue, making available a qualified person (but not an attorney) to represent you at an audit, if necessary. Please note: **while receipts are not required for tax return preparation, you must make these documents available to the tax authority** if they are requested.
   a. If you owe money in the form of penalties, interest, or additional taxes to the tax authority, you are responsible or making that payment.
   b. Block may choose to challenge the tax authority's assessment of penalties, interest, or additional taxes owed.
3. The office will submit your claim to the Client Claims department where it will be reviewed and processed. Most claims are processed within six weeks.
   a. If your claim is approved, you will receive a check. If penalties and interest are due in addition to taxes, that payment may be processed and paid separately under the conditions of the Block Guarantee. Federal law states that if your tax liability is paid by someone else, the amount of that payment becomes taxable income to you. Therefore, you will need to include your Peace of Mind payment on your tax return for the year in which the payment is issued. If the payment is $600 or more, you will receive form 1099-MISC from Block. Block is not responsible for the payment of any taxes you may owe on such income.
   b. If your claim is denied, you will receive a letter explaining the reason for the denial.

If you have questions about your claim, you should contact the office where the claim was originally filed. You may also speak to a Client Service Representative by calling 1-800-HRBLOCK.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this Plan, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name: ALLISON L LYNN

Spouse's Name (if applicable): MOHAMED A IBRAHIM

Client's Signature: X [signature] Date: X 2/20/20

Spouse's Signature: X [signature] Date: X 2-21-2020

(If married and Spouse is present, Spouse must also sign.)

STATE OF WEST VIRGINIA
INDIVIDUAL INCOME TAX DECLARATION
FOR ELECTRONIC FILING
For the year January 1 - December 31, 2018

WV-8453
Rev. 12/18

2018

Your first name and middle Initial: ALLISON L	Last Name: LYNN	Your Social Security Number:
If a joint return, spouse's first name and middle initial: MOHAMED A	Last name, if different: IBRAHIM	Spouse's Social Security Number:
Home Address (number and street): 129 HOLLOW BROOK ROAD		Daytime telephone number: (757)737-1009
City, town or post office, state and ZIP code: TIMONIUM MD 21093		

Part I Tax Return Information (whole dollars only)

1. Federal Adjusted Gross Income (Form IT-140, Line 1)	1	106,258
2. West Virginia Income Tax (Form IT-140, Line 8)	2	
3. Balance Due (Form IT-140, Line 23)	3	
4. Refund (Form IT-140, Line 26)	4	126

Part II Direct Deposit or Electronic Funds Withdrawal

5. Routing transit number (RTN) [, 1] The first two numbers of the RTN must be 01 through 12 or 21 through 32
6. Depositor account number (DAN) [7]
7. [ ] Electronic Funds Withdrawal (Checking only; No Partial Payments)
8. Type of account: [X] Checking [ ] Savings (Direct Deposit Only)

Part III Declaration of Taxpayer

I consent that my refund be directly deposited or my payment due be withdrawn by electronic debit as designated in Part II. I further authorize the State of West Virginia to initiate debit entries and to initiate, if necessary, credit entries as adjustments for any entries in error into my Checking or Savings account as indicated above in Part II and the Financial Institution indicated above in Part II, to credit the same any amount(s) owed to me by the State of West Virginia. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund or authorize the electronic debit.

Under penalties of perjury, I declare that I have compared the information contained on my return with the information I have provided to my Electronic Return Originator and that the amount described in Part I above agree with the amounts shown on the corresponding lines of my 2018 West Virginia income tax return. To the best of my knowledge and belief, my return is true, correct, and complete. I consent that my return, including this declaration and accompanying schedules and statements, be sent to the West Virginia State Tax Department, upon request by the Department. If I have filed a joint federal and state return, I understand that, if there is an error on either return, my state return will be rejected. If the processing of my return or refund is delayed, I authorize the State Tax Department to disclose to my ERO and/or the transmitter the reason(s) for the delay, or when the refund was sent.

Please Sign Here ► Your signature 3/27/19 Date Mohamed Ibrahim Spouse's signature 3/27/19 Date

Part IV Declaration & Signature of Electronic Return Originator (ERO) & Paid Preparer

I declare that I have reviewed the above taxpayer's return and that entries on Form WV-8453 are complete and correct to the best of my knowledge. (ERO's who are collectors are not responsible for reviewing the taxpayer's return; however, they must ensure that Form WV-8453 accurately reflects the data on the return.) I have obtained the taxpayer's signature on Form WV-8453 before submitting this return to the State Tax Department, have provided the taxpayer a copy of all forms and information to be filed with the West Virginia State Tax Department, and have followed all other requirements described in the West Virginia Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2018). If I am also the Paid Preparer, under penalty of perjury I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. Declaration of preparer is based on all information of which preparer has any knowledge.

► ERO's Signature: Martin Tyl	Date: 03-08-2019	Check if: [X] Paid Preparer [ ] Self-Employed	Your PTIN/SSN: P00030783	
► Firm Name (or yours, if self-employed) and address: HRB TAX GROUP INC, 3846 FALLS RD, BALTIMORE		Phone # 4102350844	MD	EI No. 431871840 Zip Code 21211

ERO's are instructed to retain the WV-8453 and all supporting documents for not less than three (3) years.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct and complete. Declaration of preparer is based on all information of which preparer has any knowledge.

Paid Preparer's Use Only ► Preparer's Signature	Date: 03-08-2019	Check if: [ ] Self-Employed	Your PTIN/SSN:	
► Firm Name (or yours, if self-employed) and address:		Phone #		EI No. Zip Code

NOTE: Part IV of this form MUST be completed in full as required.

ERO's are required to file and hold this document and all attachments for three (3) years from date filed.

Form Software Copyright 1998 - 2019 HRB Tax Group, Inc.

MARYLAND FORM **EL101**

e-File DECLARATION FOR ELECTRONIC FILING


181010003

2018

Keep this form for your records. Do not send this form to the State of Maryland unless specifically requested to do so. See instructions.

DO NOT MAIL

Print Using Blue or Black Ink Only.

First Name	MI	Last Name	SSN/Taxpayer Identification Number
ALLISON	L	LYNN	
MOHAMED	A	IBRAHIM	

Spouse's First Name / Spouse's Last Name

Part I Tax Return Information (whole dollars only)

1. Amount of overpayment to be applied to 2019 estimated tax ..... 1.
2. Amount of overpayment to be refunded to you ..... REFUND 2. 1630
3. Total amount due (Pay in full by April 15, 2019. See instructions.) ..... 3.

Part II Taxpayer Declaration and Signature Authorization

Under penalties of perjury, I declare that I have compared the information contained on my electronic return with the information that I provided to my Electronic Return Originator (ERO) or entered on-line and that the name(s) and amounts described above agree with the amounts shown on the corresponding lines of my 2018 Maryland electronic income tax return. To the best of my knowledge and belief, my return is true, correct and complete. I consent that my return, including accompanying schedules and statements, be sent to the Maryland Revenue Administration Division by my Electronic Return originator or by my electronic return software provider.

Your PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN ____ Enter five digits. Do not enter all zeros.

as my signature on my tax year 2018 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature X [signature] Date X 3/27/19

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC (ERO firm name) to enter or generate my PIN ____ Enter five digits. Do not enter all zeros.

as my signature on my tax year 2018 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature X Mohamed Ibrahim Date X 3/27/19

Practitioner PIN Method Returns Only

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. ____ Do not enter all zeros.

I certify this numeric entry is my PIN, which is my signature for the tax year 2018 electronically filed income tax return for the taxpayer(s). I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and the Maryland MeF Handbook for Authorized e-file Providers.

ERO's signature [signature] Date 03082019

10/24/18

Form Software Copyright 1998 - 2019 HRB Tax Group, Inc.

VA-8879
Virginia Department of Taxation

Virginia Individual Income Tax e-File Signature Authorization

Tax Year 2018

DO NOT SEND THIS VA-8879 TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS. IT MUST BE MAINTAINED IN YOUR FILES!

Virginia Submission Identification Number (SID)

Your Name
ALLISON L LYNN

B Your Social Security Number

Spouse's Name
MOHAMED A IBRAHIM

A Spouse's Social Security Number

Part I Tax Return Information

	A Spouse	B Yourself
1. Federal Adjusted Gross Income (Form 760CG, Line 1; 760PY, Line 1, columns A & B; Form 763, Line 1)		106258
2. Virginia Adjusted Gross Income (Form 760CG, Line 9; 760PY, Line 10, columns A & B; Form 763, Line 9)		104392
3. Taxable Income (Form 760CG, Line 16; 760PY, Line 17, columns A & B; Form 763, Line 18)		94672
4. Virginia Income Tax (Form 760CG, Line 19; 760PY, Line 18, columns A & B; Form 763 Line 19)		
5. Withholding (Form 760CG, Line 20a & b; 760PY, Lines 20a & 20b; Form 763, Lines 20a & 20b)		
6. Amount you Owe (Form 760CG, Line 37; Form 760PY, Line 37; Form 763, Line 37)		
7. Refund (Form 760CG, Line 38; 760PY, Line 38; Form 763, Line 38)		

Part II Declaration of Taxpayer and Signature Authorization

Under penalties of perjury, I declare that I have examined a copy of my individual income tax return and accompanying schedules and statements for the year ending December 31, 2018, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider (including my name, address and social security number or individual tax identification number) and the amount shown in Part I above agree with the information and amounts shown on the corresponding lines of my electronic income tax return. If I am filing a balance due return, I understand that if the Virginia Department of Taxation (Virginia Tax) does not receive full and timely payment of my tax liability, I remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit my complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for my electronic income tax return and, if applicable, the direct deposit of my refund or direct debit of my tax due. In choosing either direct deposit or direct debit, I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process. Taxpayers may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

Taxpayer's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2018 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2018 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your Signature X [signature] Date X 3/27/19

Spouse's e-File PIN: check one box only

☒ I authorize the ERO named below to enter my e-File PIN [ ] as my signature on my 2018 e-filed Virginia individual income tax return.
Do not enter all zeros

HRB TAX GROUP INC
ERO Firm Name

☐ I will enter my e-File PIN as my signature on my 2018 e-filed Virginia individual income tax return. Check this box only if you are entering your own e-File PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's Signature X Mohamed Ibrahim Date X 3/27/19

Part III Certification and Authentication – Practitioner PIN Method Only

ERO's EFIN/PIN: Enter your six-digit EFIN followed by your five digit self-selected PIN. [ ]
Do not enter all zeros

I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2018 Virginia individual income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Virginia's publication Handbook for Electronic Filers of Individual Income Tax Returns (Tax Year 2018). EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.

ERO's Signature [signature] Date 3/8/19

Form Software Copyright 1998 - 2018 HRB Tax Group, Inc.

Form **8879**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization

For calendar year 2018, or tax year beginning _____, 2018, ending _____, 20__

▶ Return completed Form 8879 to your ERO. (Don't send to the IRS.)
▶ Go to www.irs.gov/Form8879 for the latest information.

OMB No. 1545-0074

2018

Submission Identification Number (SID) ▶

Taxpayer's name
ALLISON L LYNN

Social security number

Spouse's name
MOHAMED A IBRAHIM

Spouse's social security number

Part I Tax Return Information — Tax Year Ending December 31, 2018 (Whole dollars only)

1	Adjusted gross income (Form 1040, line 7; Form 1040NR, line 35)	1	106,258
2	Total tax (Form 1040, line 15; Form 1040NR, line 61)	2	5,972
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 16; Form 1040NR, line 62a)	3	18,913
4	Refund (Form 1040, line 20a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a)	4	12,941
5	Amount you owe (Form 1040, line 22; Form 1040NR, line 75)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2018, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537**. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN ____ **Enter five digits, but don't enter all zeros**
ERO firm name
as my signature on my tax year 2018 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ A Lynn Date ▶ 3/27/19

Spouse's PIN: check one box only

☒ I authorize HRB TAX GROUP INC to enter or generate my PIN ____ **Enter five digits, but don't enter all zeros**
ERO firm name
as my signature on my tax year 2018 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ Mohamed Ibrahim Date ▶ 3/27/19

Practitioner PIN Method Returns Only — continue below

Part III Certification and Authentication — Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. ____ **Don't enter all zeros**

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2018 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and **Pub. 1345**, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Martha Taylor Date ▶ 03-08-2019

ERO Must Retain This Form — See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see your tax return instructions. Form **8879** (2018)

FDA 18 88791 BWF 1040 Form Software Copyright 1996 - 2018 HRB Tax Group, Inc.

ALLISON L LYNN & MOHAMED A IBRAHIM

Client Sources of Income Verification

You represent to us that you have reviewed the items on your return to ensure it includes all of your sources of income, regardless of taxability, and that items or issues on such returns have not been, or are not currently, under examination by tax authorities. The total amount below may not match your total Adjusted Gross Income.

Sources of Income - Total $ 110,717

Note: Schedule C (self-employment income), Schedule E page 1 (rental income), and Schedule F (farm income) from other than 1099-Misc or 1099-K has been excluded from this document.

Document	Issued by	Amount
W2	SINAI HOSPITAL OF BA	$111,565
1099 DIV	PERSHING LLC	$912
1099 INT	CAPITAL ONE	$114
1099 INT	FIRST FINANCIAL FCU	$69
1099 INT	PERSHING LLC	$61
CAPITAL GAINS/LOSSES	ALL SOURCES	$-2,004

My/our signature(s) below confirms that I/we verify that I/we have no additional sources of income for the 2018 tax year in the categories listed above.

	Name	Signature	Date
Client	ALLISON L LYNN	X A Lynn	X 3/27/19
Spouse	MOHAMED A IBRAHIM	X Mohamed Ibrahim	X 3/27/19

(If married and Spouse is present, Spouse must also sign.)

Tax Professional: Martha Taylor Date: 3/8/19

18IFOINCOMEVER1
07/19/2018

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OFFICE Copy

Peace of Mind® Extended Service Plan Terms, Conditions and Limitations

SATISFACTION

If for any reason you are not satisfied with the terms of this Plan, you may rescind and obtain a full refund of the fee you paid for the Plan. Contact the manager of the Block office where your tax return was prepared within seven (7) days from the date of purchase and provide that office the receipt for such payment.

OVERVIEW

If you receive a notice from any tax authority:

1. Provide your tax authority notice and any related documents to your local Block office **within 60 days** from the date of the initial notice. **If you don't contact us within 60 days, your claim may be denied.**
2. Your local Block office will investigate the issue, making available a qualified person (but not an attorney) to represent you at an audit, if necessary. Please note: **while receipts are not required for tax return preparation, you must make these documents available to the tax authority** if they are requested.
   a. If you owe money in the form of penalties, interest, or additional taxes to the tax authority, you are responsible or making that payment.
   b. Block may choose to challenge the tax authority's assessment of penalties, interest, or additional taxes owed.
3. The office will submit your claim to the Client Claims department where it will be reviewed and processed. Most claims are processed within six weeks.
   a. If your claim is approved, you will receive a check. If penalties and interest are due in addition to taxes, that payment may be processed and paid separately under the conditions of the Block Guarantee. Federal law states that if your tax liability is paid by someone else, the amount of that payment becomes taxable income to you. Therefore, you will need to include your Peace of Mind payment on your tax return for the year in which the payment is issued. If the payment is $600 or more, you will receive form 1099-MISC from Block. Block is not responsible for the payment of any taxes you may owe on such income.
   b. If your claim is denied, you will receive a letter explaining the reason for the denial.

If you have questions about your claim, you should contact the office where the claim was originally filed. You may also speak to a Client Service Representative by calling 1-800-HRBLOCK.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms, conditions and disclosures presented in this Plan, INCLUDING THE REQUIREMENT THAT ANY DISPUTE BETWEEN ME/US AND BLOCK BE SETTLED THROUGH BINDING ARBITRATION.

Client's Name: ALLISON L LYNN

Spouse's Name (if applicable): MOHAMED A IBRAHIM

Client's Signature: X A Lynn Date: X 3/27/19

Spouse's Signature: X Mohamed Ibrahim Date: X 3/27/19

(If married and Spouse is present, Spouse must also sign.)

ALLISON L LYNN & MOHAMED A IBRAHIM

[redacted] **H&R BLOCK®**

CLIENT SERVICE AGREEMENT
TAX SEASON 2019 - TAX YEAR 2018

WELCOME TO H&R BLOCK®

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee"). In either case, this Client Service Agreement ("CSA") explains what you should expect from your tax preparer and from other companies that may provide products and services to you. It also explains what is needed from you so that they can provide the great service you expect. This CSA contains an Arbitration Agreement, the terms of which are set forth below.

The office you have chosen will prepare your tax return(s) and/or provide other products and services you request. If you are having your taxes prepared, your tax preparer will (1) interview you to learn details that affect your taxes, and (2) ask you for documents to help accurately record your income, credits or deductions. You agree to provide information related to all products and services you receive, including your W-2(s) and other information that affects your tax situation, and to verify the accuracy of this information (including any W-2 you downtoad for pick-up in the tax office). If you discover that you did not provide complete and accurate information, you agree to file an amended return. Your tax preparer would be happy to prepare any amendment for you, but there may be an additional charge. The use and disclosure of information you provide to H&R BLOCK ® is governed by the Privacy Notice provided to you. You may request a copy of our most recent Privacy Notice from any office, or you may access a copy at www.hrblock.com. If you obtain a Refund Transfer, your fees are not due until all services are complete, which is typically when your refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.

ARBITRATION IF A DISPUTE ARISES ("ARBITRATION AGREEMENT")

1. Scope of Arbitration Agreement. All disputes and claims between you and any one or more of the H&R Block Parties (as defined below) shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the H&R Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term "H&R Block Parties" shall include HRB, Emerald Financial Services, LLC, and Franchisee; as well as any of their direct or indirect parents, subsidiaries, and affiliates. This term also includes the predecessors, successors, officers, directors, agents, employees and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You are not required to accept arbitration even though you must sign this CSA to receive service today. You may opt out of this Arbitration Agreement within the first 60 days after you sign this CSA by fully filling out the form found at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security number, state, zip code, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and the H&R Block Parties agree otherwise, any arbitration hearing shall take place in the county of your residence. We encourage you to call (855) 267-2202 in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.

3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim for relief (and only that claim for relief) must remain in court and be severed from any arbitration. The H&R Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

4. Arbitration Costs. The H&R Block Parties will pay all filing, administrative, arbitrator and hearing costs. The H&R Block Parties waive any rights they may have to recover an award of attorneys' fees and expenses against you.

5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION

The H&R Block Parties agree to be bound by the terms above. I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this Client Service Agreement.

[redacted] 3/27/19
Taxpayer's Signature Date

Mohamed Ibrahim 3/27/19
Spouse's Signature (Required only if MFJ and Spouse is Present) Date

TS19 Client Service Agreement
18FOCSA1
10/25/2018

OFFICE COPY

ALLISON L LYNN & MOHAMED A IBRAHIM

MARYLAND TAX PREPARATION DISCLOSURE

Thank you for choosing H&R BLOCK®. If you are having your taxes prepared, and you are at an office operated by HRB Tax Group, Inc. ("HRB"), your tax return will be prepared by HRB. If you are at a franchised H&R BLOCK® office, your return will be prepared by an independently owned and operated franchisee ("Franchisee").

My name is MARTHA TAYLOR and I will be preparing your tax return. Unless indicated on my business card, I am not a certified public accountant, an enrolled agent, or a tax attorney. At minimum, all H&R Block tax preparers are qualified to prepare individual tax returns and have passed either the required H&R Block Income Tax Course or Tax Knowledge Assessment.

MARTHA TAYLOR
3846 FALLS RD, BALTIMORE, MD, 21211
(410)235-0844

I acknowledge reading and receiving a copy of this Maryland Tax Preparation Disclosure.

[redacted] A Lynn
Client Signature

[redacted] 3/27/19
Date

FOMDDISC1
09/18/2018

OFFICE COPY

Form **1040** Department of the Treasury—Internal Revenue Service (99)

U.S. Individual Income Tax Return

2017 OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning , 2017, ending , 20

See separate instructions.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE MD 21211

Your social security number –

Spouse's social security no. –

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) (see instructions)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:**

If more than four dependents, see inst. & check here ▶ ☐

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see inst.)
		SON	☒
		DAUGHTER	☒

Boxes checked on 6a and 6b: 2
No. of children on 6c who: ● lived with you: 2 ● did not live with you due to divorce or separation (see instructions): 0
Dependents on 6c not entered above: 0
Add numbers on lines above ▶: 4

d Total number of exemptions claimed

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	108,754
8a	**Taxable** interest. Attach Schedule B if required	8a	174
b	**Tax-exempt** interest. **Do not** include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	119
b	Qualified dividends (9b) 119		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	2,197
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☒	13	466
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	-2,281
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amts. in the far right column for lines 7 through 21. This is your **total income** ▶	22	109,429

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	1,210
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	1,210
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶	37	108,219

Form 1040 (2017) LYNN

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	108,219
	39a	Check if: ☐ **You** were born before January 2, 1953, ☐ Blind. ☐ **Spouse** was born before January 2, 1953, ☐ Blind. ▶ **Total boxes checked** ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for-- ● People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. ● All others: Single or Married filing separately, $6,350; Married filing jointly or Qualifying widow(er), $12,700; Head of household, $9,350	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)		40	19,697
	41	Subtract line 40 from line 38		41	88,522
	42	**Exemptions.** If line 38 is $156,900 or less, multiply $4,050 by the number on line 6d. Otherwise, see instructions		42	16,200
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	72,322
	44	**Tax** (see inst.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	9,826
	45	**Alternative minimum tax** (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962 ▶		46	
	47	Add lines 44, 45, and 46		47	9,826
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child & dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52	2,000	
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your **total credits** ▶		55	2,000
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-		56	7,826
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your **total tax** ▶		63	7,826
Payments If you have a qualifying child, attach Schedule EIC.	64	Federal income tax withheld from Forms W-2 and 1099	64	21,308	
	65	2017 estimated tax payments & amt. applied from 2016 return	65		
	66a	**Earned income credit (EIC)**	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b Reserved c ☐ 8885 d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your **total payments** ▶		74	21,308
Refund Direct deposit? See instructions.	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you **overpaid**		75	13,482
	76a	Amount of line 75 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐		76a	13,482
	b	▶ Routing no. ▶ c Type: ☒ Checking ☐ Savings			
	d	▶ Account no.			
	77	Amt. of line 75 you want **applied to your 2018 estimated tax** ▶ 77			
Amount You Owe	78	**Amount you owe.** Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	
	79	Estimated tax penalty (see instructions) 79			

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶ HRB TAX GROUP INC Phone no. ▶ 410-235-0844 Personal identification number (PIN) ▶ 19207

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		PHYSICIAN ASST	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
		HOMEMAKER	

Joint return? See instructions. Keep a copy for your records.

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARTHA TAYLOR		03-22-2018		

Firm's name ▶ HRB TAX GROUP INC Firm's EIN ▶

Firm's address ▶ 3846 FALLS RD BALTIMORE MD 21211 Phone no. (410)235-0844

22

Department of the Treasury—Internal Revenue Service (99)

Form 1040 U.S. Individual Income Tax Return 2016

OMB No. 1545-0074 | IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2016, or other tax year beginning , 2016, ending , 20

See separate instructions.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE MD 21211

Your social security number ___ ___ ____

Spouse's social security no. ___ ___ ____

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

If more than four dependents, see inst. & check here ▶ ☐

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see inst.)
		SON	☒
		DAUGHTER	☒
			☐
			☐

Boxes checked on 6a and 6b: 2
No. of children on 6c who: ● lived with you: 2 ● did not live with you due to divorce or separation (see inst.): 0
Dependents on 6c not entered above: 0
Add numbers on lines above ▶: 4

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	102,309
8a	**Taxable** interest. Attach Schedule B if required	8a	118
b	**Tax-exempt** interest. **Do not** include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	2,130
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	-6,096
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amts. in the far right column for lines 7 through 21. This is your **total income** ▶	22	98,461

Adjusted Gross Income

23	Educator expenses	23			
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24			
25	Health savings account deduction. Attach Form 8889	25			
26	Moving expenses. Attach Form 3903	26			
27	Deductible part of self-employment tax. Attach Schedule SE	27			
28	Self-employed SEP, SIMPLE, and qualified plans	28			
29	Self-employed health insurance deduction	29			
30	Penalty on early withdrawal of savings	30			
31a	Alimony paid b Recipient's SSN ▶	31a			
32	IRA deduction	32	1,131		
33	Student loan interest deduction	33			
34	Tuition and fees. Attach Form 8917	34			
35	Domestic production activities deduction. Attach Form 8903	35			
36	Add lines 23 through 35			36	1,131
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶			37	97,330

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Form 1040 (2016) LYNN

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	97,330
	39a	Check if: ☐ **You** were born before January 2, 1952, ☐ Blind. ☐ **Spouse** was born before January 2, 1952, ☐ Blind. ▶ **Total boxes checked** ▶ 39a			
Standard Deduction for--	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
• People who check any box on line 39a or 39b **or** who can be claimed as a dependent, see instructions.	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)		40	18,987
	41	Subtract line 40 from line 38		41	78,343
• All others: Single or Married filing separately, $6,300	42	**Exemptions.** If line 38 is $155,650 or less, multiply $4,050 by the number on line 6d. Otherwise, see instructions		42	16,200
Married filing jointly or Qualifying widow(er), $12,600	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	62,143
Head of household, $9,300	44	**Tax** (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	8,391
	45	**Alternative minimum tax** (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45, and 46 ▶		47	8,391
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child & dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52	2,000	
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your **total credits**		55	2,000
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	6,391
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your **total tax** ▶		63	6,391
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	19,613	
If you have a qualifying child, attach Schedule EIC.	65	2016 estimated tax payments & amt. applied from 2015 return	65		
	66a	**Earned income credit (EIC)**	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b Reserved c ☐ 8885 d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your **total payments** ▶		74	19,613
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you **overpaid**		75	13,222
	76a	Amount of line 75 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐		76a	13,222
Direct deposit? See instructions.	▶ b	Routing no. ▶ c Type: ☒ Checking ☐ Savings			
	▶ d	Account no.			
	77	Amt. of line 75 you want **applied to your 2017 estimated tax** ▶	77		
Amount You Owe	78	**Amount you owe.** Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	
	79	Estimated tax penalty (see instructions)	79		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶ HRB TAX GROUP INC Phone no. ▶ 410-235-0844 Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		PHYSICIAN ASST	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Joint return? See instructions. Keep a copy for your records.

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARTHA TAYLOR		04-06-2017		P00030783

Firm's name ▶ HRB TAX GROUP INC Firm's EIN ▶

Firm's address ▶ 3846 FALLS RD BALTIMORE MD 21211 Phone no. 410-235-0844

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Department of the Treasury -- Internal Revenue Service (99)

Form 1040 U.S. Individual Income Tax Return 2015

OMB No. 1545-0074 | IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2015, or other tax year beginning , 2015, ending , 20

See separate instructions.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE MD 21211

Your social security number

Spouse's social security no.

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

If more than four dependents, see inst. & check here ▶ ☐

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see inst.)
SON		SON	☒
DAUGHTER		DAUGHTER	☒

Boxes checked on 6a and 6b: 2
No. of children on 6c who: ● lived with you: 2 ● did not live with you due to divorce or separation (see inst.): 0
Dependents on 6c not entered above: 0
Add numbers on lines above ▶: 4

d Total number of exemptions claimed

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	109,752
8a	**Taxable** interest. Attach Schedule B if required	8a	220
b	**Tax-exempt** interest. **Do not** include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	1,895
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	-3,594
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amts. in the far right column for lines 7 through 21. This is your **total income** ▶	22	108,273

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	1,459
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities ded. Attach Form 8903	35	
36	Add lines 23 through 35	36	1,459
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶	37	106,814

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Form 1040 (2015) LYNN

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	106,814
	39a	Check if: ☐ You were born before January 2, 1951, ☐ Blind. ☐ Spouse was born before January 2, 1951, ☐ Blind. ▶ Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for-- ● People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. ● All others: Single or Married filing separately, $6,300 Married filing jointly or Qualifying widow(er), $12,600 Head of household, $9,250	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)		40	19,208
	41	Subtract line 40 from line 38		41	87,606
	42	**Exemptions.** If line 38 is $154,950 or less, multiply $4,000 by the number on line 6d. Otherwise, see instructions		42	16,000
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	71,606
	44	**Tax** (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	9,821
	45	**Alternative minimum tax** (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962 ▶		46	
	47	Add lines 44, 45 and 46		47	9,821
	48	Foreign tax credit. Attach Form 1116 if required			
	49	Credit for child & dependent care expenses. Attach Form 2441	153		
	50	Education credits from Form 8863, line 19			
	51	Retirement savings contributions credit. Attach Form 8880			
	52	Child tax credit. Attach Schedule 8812, if required	2,000		
	53	Residential energy credit. Attach Form 5695			
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐			
	55	Add lines 48 through 54. These are your **total credits** ▶		55	2,153
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	7,668
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your **total tax** ▶		63	7,668
Payments	64	Federal income tax withheld from Forms W-2 and 1099	20,933		
If you have a qualifying child, attach Schedule EIC.	65	2015 estimated tax payments & amt. applied from 2014 return			
	66a	**Earned income credit (EIC)**			
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812			
	68	American opportunity credit from Form 8863, line 8			
	69	Net premium tax credit. Attach Form 8962			
	70	Amount paid with request for extension to file			
	71	Excess social security and tier 1 RRTA tax withheld			
	72	Credit for federal tax on fuels. Attach Form 4136			
	73	Credits from Form: a ☐ 2439 b Reserved c ☐ 8885 d ☐			
	74	Add lines 64, 65, 66a, and 67 through 73. These are your **total payments** ▶		74	20,933
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you **overpaid**		75	13,265
Direct deposit? See instructions.	76a	Amount of line 75 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐		76a	13,265
	b	Routing no. ▶ c Type: ☒ Checking ☐ Savings			
	d	Account no. ▶			
	77	Amt. of line 75 you want **applied to your 2016 estimated tax** ▶		77	
Amount You Owe	78	**Amount you owe.** Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	
	79	Estimated tax penalty (see instructions)		79	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶ HRB TAX GROUP INC Phone no. ▶ 410-235-0844 Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		PHYSICIAN ASST	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
		MEDICAL TRANSLATO	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARTHA TAYLOR		03-30-2016		P00030783

Firm's name ▶ HRB TAX GROUP INC Firm's EIN ▶

Firm's address ▶ 3846 FALLS RD Phone no. 410-235-0844

BALTIMORE MD 21211

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Department of the Treasury — Internal Revenue Service (99)

Form 1040 U.S. Individual Income Tax Return 2014

OMB No. 1545-0074 | IRS Use Only — Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning , 2014, ending , 20

See separate instructions.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE MD 21211

Your social security number

Spouse's social security no.

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

If more than four dependents, see inst. & check here ▶ ☐

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see inst.)
		SON	☒

Boxes checked on 6a and 6b: 2
No. of children on 6c who:
● lived with you: 1
● did not live with you due to divorce or separation (see inst.): 0
Dependents on 6c not entered above: 0
Add numbers on lines above ▶: 3

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	98,427
8a	**Taxable** interest. Attach Schedule B if required		8a	136
b	**Tax-exempt** interest. **Do not** include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	1,956
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions	15a / b Taxable amount	15b	
16a	Pensions and annuities	16a / b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	-4,083
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits	20a / b Taxable amount	20b	
21	Other income. List type and amount HOBBY INCOME $113		21	113
22	Combine amounts in the far right column for lines 7 through 21. This is your **total income** ▶		22	96,549

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32	1,761	
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities ded. Attach Form 8903	35		
36	Add lines 23 through 35		36	1,76
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	94,78

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Form 1040 (2014) LYNN

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	94,788
	39a	Check if: ☐ **You** were born before January 2, 1950, ☐ Blind. ☐ **Spouse** was born before January 2, 1950, ☐ Blind. ▶ **Total boxes checked** ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for-- ● People who check any box on line 39a or 39b **or** who can be claimed as a dependent, see instructions. ● All others: Single or Married filing separately, $6,200 Married filing jointly or Qualifying widow(er), $12,400 Head of household, $9,100	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)		40	19,115
	41	Subtract line 40 from line 38		41	75,673
	42	**Exemptions.** If line 38 is $152,525 or less, multiply $3,950 by the number on line 6d. Otherwise, see instructions		42	11,850
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	63,823
	44	**Tax** (see inst.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	8,666
	45	**Alternative minimum tax** (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962 ▶		46	
	47	Add lines 44, 45 and 46		47	8,666
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child & dependent care expenses. Attach Form 2441	49	38	
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52	1,000	
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your **total credits**		55	1,038
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	7,628
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your **total tax** ▶		63	7,628
Payments If you have a qualifying child, attach Schedule EIC.	64	Federal income tax withheld from Forms W-2 and 1099	64	19,006	
	65	2014 estimated tax payments & amt. applied from 2013 return	65		
	66a	**Earned income credit (EIC)**	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b Reserved. c Reserved. d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your **total payments** ▶		74	19,006
Refund Direct deposit? See instructions.	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you **overpaid**		75	11,378
	76a	Amount of line 75 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐		76a	11,378
	▶ b	Routing no. ▶ c Type: ☒ Checking ☐ Savings			
	▶ d	Account no.			
	77	Amt. of line 75 you want **applied to your 2015 estimated tax** ▶	77		
Amount You Owe	78	**Amount you owe.** Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	
	79	Estimated tax penalty (see instructions)	79		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶ HRB TAX GROUP INC Phone no. ▶ 410-235-0844 Personal identification number (PIN) ▶

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		PHYSICIAN ASST	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
		HOMEMAKER	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARTHA TAYLOR				

Firm's name ▶ HRB TAX GROUP INC Firm's EIN ▶

Firm's address ▶ 3846 FALLS RD Phone no. 410-235-0844

BALTIMORE MD 21211

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Form **1040** Department of the Treasury - Internal Revenue Service (99)

U.S. Individual Income Tax Return

2013 OMB No. 1545-0074

IRS Use Only - Do not write or staple in this space

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning , 2013, ending , 20

See separate instructions.

Your social security number

Spouse's social security number

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE, MD 21211

▲ Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse

Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qual child <17 for child tax cr (see inst)
			☒

If more than four dependents, see inst and check here ▶ ☐

No. of children on 6c who
● lived with you: 1
● did not live with you due to divorce or separation (see inst):
Dependents on 6c not entered above:
Add numbers on lines above ▶: 3

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	92,271.
8a	Taxable interest. Attach Schedule B if required	8a	119.
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	2,046.
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ ▶ ☐	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amt	15b	
16a	Pensions and annuities (16a) b Taxable amt	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	(4,735.)
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	89,701.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	1,903.
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	1,903.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	87,798.

Form 1040 (2013) ALLISON L LYNN & MOHAMED A IBRAHIM

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	87,798.
	39a	Check if: ☐ You were born before January 2, 1949, ☐ Blind. ☐ Spouse was born before January 2, 1949, ☐ Blind. } Total boxes checked ▶ 39a ☐		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐		
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instr. • All others: Single or Married filing separately, $6,100; Married filing jointly or Qualifying widow(er), $12,200; Head of household, $8,950	40	**Itemized deductions** (from Schedule A) or your **standard deduction** (see left margin)	40	19,589.
	41	Subtract line 40 from line 38	41	68,209.
	42	**Exemptions.** If line 38 is $150,000 or less, multiply $3,900 by the number on line 6d. Otherwise, see instructions	42	11,700.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	56,509.
	44	**Tax.** Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐	44	7,586.
	45	**Alternative minimum tax** (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	7,586.
	47	Foreign tax credit. Attach Form 1116 if required	47	
	48	Credit for child and dependent care expenses. Attach Form 2441	48	
	49	Education credits from Form 8863, line 19	49	
	50	Retirement savings contributions credit. Attach Form 8880	50	
	51	Child tax credit. Attach Schedule 8812, if required	51	1,000.
	52	Residential energy credit. Attach Form 5695	52	
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	53	
	54	Add ln 47 through 53. These are your **total credits**	54	1,000.
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	6,586.
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)	60	
	61	Add lines 55 through 60. This is your **total tax** ▶	61	6,586.
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099	62	17,061.
	63	2013 estimated tax payments and amount applied from 2012 return	63	
	64a	**Earned income credit (EIC)**	64a	
	b	Nontaxable combat pay election 64b		
	65	Additional child tax credit. Attach Schedule 8812	65	
	66	American opportunity credit from Form 8863, line 8	66	
	67	Reserved	67	
	68	Amount paid with request for extension to file	68	
	69	Excess social security and tier 1 RRTA tax withheld	69	
	70	Credit for federal tax on fuels. Attach Form 4136	70	
	71	Credits from Form: a ☐ 2439 b ■ Reserved c ☐ 8885 d ☐	71	
	72	Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	17,061.
Refund Direct deposit? See instructions.	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid**	73	10,475.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐	74a	10,475.
	b	▶ Routing number ▶ c Type: [X] Checking ☐ Savings		
	d	▶ Account number		
Amount You Owe	75	Amount of line 73 you want **applied to your 2014 estimated tax** ▶ 75		
	76	**Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions) 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. ☐ No

Designee's name ▶ HR BLOCK | Phone no. ▶ (410) 235-0844 | Personal ID number (PIN) ▶

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
For Info Only-Do not file		PHYSICIAN ASST	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an ID Protection PIN, enter it here (see inst.)
For Info Only-Do not file		HOMEMAKER	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARTHA TAYLOR		04/18/2018		
Firm's name ▶ HRB TAX GROUP INC			Firm's EIN ▶	
Firm's address ▶ BALTIMORE, MD 21211			Phone no. (410) 235-0844	

Form 1040 Department of the Treasury - Internal Revenue Service (99)

U.S. Individual Income Tax Return

2012 | OMB No. 1545-0074 | IRS Use Only - Do not write or staple in this space.

For the year Jan 1 - Dec. 31, 2012, or other tax year beginning , 2012, ending , 20

See separate instructions.

Your social security number

Spouse's social security number

▲ Make sure the SSN(s) above and on line 6c are correct.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE, MD 21211

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse

Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qual child <17 for child tax cr (see inst)
			☒

No. of children on 6c who
● lived with you: 1
● did not live with you due to divorce or separation (see inst):
Dependents on 6c not entered above:
Add numbers on lines above ▶: 3

If more than four dependents, see inst and check here ▶ ☐

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	90,304.
8a	Taxable interest. Attach Schedule B if required	8a	108.
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	1,626.
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ ▶ ☐	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amt	15b	
16a	Pensions and annuities (16a) b Taxable amt	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	(5,552.)
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	86,486.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	2,043.
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	2,043.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	84,443

Form 1040 (2012) ALLISON L LYNN & MOHAMED A IBRAHIM

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	84,443.
	39a	Check if: ☐ You were born before January 2, 1948, ☐ Blind. ☐ Spouse was born before January 2, 1948, ☐ Blind. } Total boxes checked ▶ 39a ☐		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐		
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instr. • All others: Single or Married filing separately, $5,950 Married filing jointly or Qualifying widow(er), $11,900 Head of household, $8,700	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)	40	18,779.
	41	Subtract line 40 from line 38	41	65,664.
	42	**Exemptions.** Multiply $3,800 by the number on line 6d	42	11,400.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	54,264.
	44	**Tax** Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ 962 election	44	7,271.
	45	**Alternative minimum tax** (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	7,271.
	47	Foreign tax credit. Attach Form 1116 if required	47	
	48	Credit for child and dependent care expenses. Attach Form 2441	48	
	49	Education credits from Form 8863, line 19	49	
	50	Retirement savings contributions credit. Attach Form 8880	50	
	51	Child tax credit. Attach Schedule 8812, if required	51	1,000.
	52	Residential energy credit. Attach Form 5695	52	
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	53	
	54	Add ln 47 through 53. These are your **total credits** ▶	54	1,000.
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	6,271.
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions ▶	60	
	61	Add lines 55 through 60. This is your **total tax** ▶	61	6,271.
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099	62	17,121.
	63	2012 estimated tax payments and amount applied from 2011 return	63	
	64a	**Earned income credit (EIC)**	64a	
	b	Nontaxable combat pay election 64b		
	65	Additional child tax credit. Attach Schedule 8812	65	
	66	American opportunity credit from Form 8863, line 8	66	
	67	Reserved	67	
	68	Amount paid with request for extension to file	68	
	69	Excess social security and tier 1 RRTA tax withheld	69	
	70	Credit for federal tax on fuels. Attach Form 4136	70	
	71	Credits from Form: a ☐ 2439 b ■ Reserved c ☐ 8801 d ☐ 8885	71	
	72	Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	17,121.
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid**	73	10,850.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐	74a	10,850.
Direct deposit? See instructions.	b	Routing number ; c Type: ☒ Checking ☐ Savings		
	d	Account number		
	75	Amount of line 73 you want **applied to your 2013 estimated tax** ▶ 75		
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions) 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ **Yes.** Complete below. ☒ **No**

Designee's name ▶ Phone no. ▶ Personal ID number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature For Info Only-Do not file	Date	Your occupation PHYSICIAN ASST	Daytime phone number
Spouse's signature. If a joint return, **both** must sign. For Info Only-Do not file	Date	Spouse's occupation HOMEMAKER	If the IRS sent you an ID Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name MARTHA TAYLOR	Preparer's signature	Date 04/18/2018	Check ☐ if self-employed	PTIN
Firm's name ▶ HRB TAX GROUP INC			Firm's EIN ▶	
Firm's address ▶ BALTIMORE, MD 21211			Phone no. (410) 235-0844	

Form **1040** Department of the Treasury - Internal Revenue Service (99)

U.S. Individual Income Tax Return

2011 | OMB No. 1545-0074 | IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning , 2011, ending , 20

See separate instructions.

Your social security number

Spouse's social security number

▲ Make sure the SSN(s) above and on line 6c are correct.

ALLISON L LYNN
MOHAMED A IBRAHIM
4008 FALLS ROAD
BALTIMORE, MD 21211

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/county | Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**

Boxes checked on 6a and 6b: 2
No. of children on 6c who:
- lived with you
- did not live with you due to divorce or separation (see inst)

Dependents on 6c not entered above
Add numbers on lines above ▶: 2

c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qual. child <17 for child tax cr. (see inst)

If more than four dependents, see inst and check here ▶ ☐

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use **Form 1040-V.**

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	88,869.
8a	**Taxable** interest. Attach Schedule B if required	8a	73.
b	**Tax-exempt** interest. **Do not** include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	1,296.
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ ☐	12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here	13	
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amt	15b	
16a	Pensions and annuities (16a) b Taxable amt	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	(5,112.)
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your **total income** ▶	22	85,126.

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33	2,023.	
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35			36 2,023.
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶			37 83,103.

Form 1040 (2011) ALLISON L LYNN & MOHAMED A IBRAHIM

Tax and Credits

38 Amount from line 37 (adjusted gross income) — 38: 83,103.

39a Check if: ☐ You were born before January 2, 1947, ☐ Blind. ☐ Spouse was born before January 2, 1947, ☐ Blind. } Total boxes checked ▶ 39a ☐

b If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐

Standard Deduction for -
- People who check any box on line 39a or 39b or who can be claimed as a dependent, see instr.
- All others:
  - Single or Married filing separately, $5,800
  - Married filing jointly or Qualifying widow(er), $11,600
  - Head of household, $8,500

40 **Itemized deductions** (from Schedule A) **or your standard deduction** (see left margin) — 40: 17,000.

41 Subtract line 40 from line 38 — 41: 66,103.

42 **Exemptions.** Multiply $3,700 by the number on line 6d — 42: 7,400.

43 **Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- — 43: 58,703.

44 **Tax** Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ 962 election — 44: 7,959.

45 **Alternative minimum tax** (see instructions). Attach Form 6251 — 45:

46 Add lines 44 and 45 — 46: 7,959.

47 Foreign tax credit. Attach Form 1116 if required — 47:

48 Credit for child and dependent care expenses. Attach Form 2441 — 48:

49 Education credits from Form 8863, line 23 — 49:

50 Retirement savings contributions credit. Attach Form 8880 — 50:

51 Child tax credit (see instructions) — 51:

52 Residential energy credits. Attach Form 5695 — 52:

53 Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53:

54 Add ln 47 through 53. These are your **total credits** — 54:

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- — 55: 7,959.

Other Taxes

56 Self-employment tax. Attach Schedule SE — 56:

57 Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919 — 57:

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required — 58:

59a Household employment taxes from Schedule H — 59a:

b First-time homebuyer credit repayment. Attach Form 5405 if required — 59b:

60 Other taxes. Enter code(s) from instructions — 60:

61 Add lines 55 through 60. This is your **total tax** — 61: 7,959.

Payments

If you have a qualifying child, attach Schedule EIC.

62 Federal income tax withheld from Forms W-2 and 1099 — 62: 16,913.

63 2011 estimated tax payments and amount applied from 2010 return — 63:

64a **Earned income credit (EIC)** — 64a:

b Nontaxable combat pay election — 64b:

65 Additional child tax credit. Attach Form 8812 — 65:

66 American opportunity credit from Form 8863, line 14 — 66:

67 First-time homebuyer credit from Form 5405, line 10 — 67:

68 Amount paid with request for extension to file — 68:

69 Excess social security and tier 1 RRTA tax withheld — 69:

70 Credit for federal tax on fuels. Attach Form 4136 — 70:

71 Credits from Form: a ☐ 2439 b ☐ 8839 c ☐ 8801 d ☐ 8885 — 71:

72 Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** — 72: 16,913.

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid** — 73: 8,954.

74a Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐ — 74a: 8,954.

Direct deposit? See instructions.
- ▶ b Routing number
- ▶ c Type: [X] Checking ☐ Savings
- ▶ d Account number

75 Amount of line 73 you want **applied to your 2012 estimated tax** ▶ — 75:

Amount You Owe

76 **Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶ — 76:

77 Estimated tax penalty (see instructions) — 77:

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] **Yes.** Complete below. ☐ No

Designee's name ▶ HR BLOCK

Phone no. ▶ (410) 235-0844

Personal ID number (PIN) ▶

Sign Here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature: For Info Only-Do not file — Date — Your occupation: PHYSICIAN ASST — Daytime phone number

Spouse's signature. If a joint return, **both** must sign: For Info Only-Do not file — Date — Spouse's occupation: STUDENT — If the IRS sent you an ID Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Print/Type preparer's name: MARTHA TAYLOR — Preparer's signature — Date: 04/18/2018 — Check ☐ if self-employed — PTIN

Firm's name ▶ HRB TAX GROUP INC — Firm's EIN ▶

Firm's address ▶ BALTIMORE, MD 21211 — Phone no. (410) 235-0844

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

(Appendix-36)

Case Number: **C-03-FM-21-000945**
Related Case Number: **ACM-REG-1097-2023; SCM-PET-0073-2024**

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 11/4/2024

ASSIGNMENT OF TRIAL OR HEARING DATE

ASSIGNED JUDGE: Judge Nancy M Purpura

HEARING DATE: January 14, 2025

TIME: 9:00 am

Rescheduled from prior date? Yes ☐ No x

TYPE OF HEARING: Contempt

COURTROOM: # 11

ESTIMATED LENGTH: 1 hour

Copy to:
Krissie Ivins, Supervisor, Criminal/Civil Assignment
Mohamed A. Ibrahim, Pro Se
Jeffrey Kreshtool, Esquire

Interpreter Needs: If an interpreter is required for this hearing and has not been previously requested, a Request must be filed at least ten (10) days prior to the hearing. Please utilize the Judiciary Forms for Interpreter Requests. (Request for Spoken Language Interpreter, Form CC-DC-041; Request for Accommodation for Sign Language Interpreter, Form CC-DC-049).

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

Entered: Clerk, Circuit Court for Baltimore County, MD
November 6, 2024

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

(Appendix-36)

To: MOHAMED A. IBRAHIM
AKA IBRAHIM, MOHAMED
116 W PENNSYLVANIA AVE
TOWSON, MD 21204

Case Number: C-03-FM-21-000945
Other Reference Number(s): ACM-REG-1097-2023; SCM-PET-0073-2024

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 10/17/2024

SHOW CAUSE ORDER

UPON consideration of the Petition for Contempt it is ORDERED that Allison L. Lynn appear for the following proceedings:

☒ **REMOTE PRE-HEARING CONFERENCE** Date: Friday December 12/6/2024 Time: 1:30pm

Join Zoom Gov Meeting:
https://mdcourts.zoomgov.com/j/1609279592?pwd=OWpCWjFwQTFmcDdlYm80L1ZkcXB0dz09
Meeting ID: 160 927 9592 **Passcode:** 29270427

Note: *Failure of the Petitioner to participate in the Pre-Hearing Conference may result in the dismissal of the Petition for Contempt. Please see page three for additional information on how to join the Pre-Hearing Conference.*

☐ **CONTEMPT HEARING** to participate in person on Date: _____ Time: _____
in Courtroom _____ before a ☐ MAGISTRATE ☐ JUDGE to show cause why the relief requested in the Petition for Contempt should not be granted.

A copy of the Petition for Contempt and this Order shall be served on the alleged contemnor or their Attorney of record in the following manner:
PERSONAL SERVICE (SEE PAGE 3 FOR OPTIONS) on or before November 18, 2024
Any written answer to the Petition for contempt must be filed on or before December 2, 2024.

If the Show Cause Order is not served prior to the Pre-Hearing Conference, Petitioner may request that the Show Cause Order be reissued; failure to do so will result in the dismissal of the Petition for Contempt. If service is made, the Pre-Hearing Conference may be canceled upon request and the matter set for a Contempt Hearing.

NOTICE: If jail time is requested in the Petition, read the Notice attached to the Show Cause Order.

17th of October, 2024
Date

Mary D. Dimaggio
Judge

Serve on: **Jeffrey Kreshtool**
☐ Defendant ☐ Defendant's Attorney
☐ Plaintiff ☒ Plaintiff's Attorney
409 Washington Avenue STE 300
Address
Towson, MD 21204

Entered: Clerk, Circuit Court for Baltimore County, MD
October 17, 2024

True Copy Test
JULIE L. ENSOR, Clerk
By: JP
Assistant Clerk

NOTICE TO THE PERSON ALLEGED TO BE IN CONTEMPT OF COURT

(Jail Time Requested on Petition)

1. It is alleged that you have disobeyed a court order, are in contempt of court, and should go to jail until you obey the court's order.

2. You have the right to a lawyer. If you already have a lawyer, you should consult the lawyer at once. If you do not have a lawyer, please note:

   (a) A lawyer can be helpful by:
   (1) explaining the allegations against you,
   (2) helping you determine and present any defense to those allegations,
   (3) explaining to you the possible outcomes; and
   (4) helping you at the Hearing.

   (b) Even if you do not plan to contest that you are in contempt of court, a lawyer can be helpful.

   (c) If you want a lawyer but do not have the money to hire one, the Public Defender may provide a lawyer for you.

   Baltimore County Public Defender's Office
   200 Washington Avenue
   Towson, MD 21204
   Phone: 410-324-8900
   Fax: 410-769-7882

   - To find out if the Public Defender will provide a lawyer for you, you must contact the Public Defender after any Pre-Hearing Conference or Magistrate's Hearing and **at least 10 business days before the date of a Hearing before a Judge**.

   - If no Pre-Hearing Conference or Magistrate's Hearing is scheduled, you should contact the Public Defender as soon as possible, **at least 10 business days before the date of the Hearing before the Judge**.

   (d) If you want a lawyer but cannot afford to hire one and the Public Defender will not provide one for you, contact the Self-Help Office for information about other Family Law resources that may be able to assist you. *https://www.baltimorecountymd.gov/departments/circuit/family/self-help.html*

   (e) DO NOT WAIT UNTIL THE DATE OF YOUR COURT HEARING TO OBTAIN A LAWYER. If you do not have a lawyer before the court hearing date, the Judge may find that you have waived your right to a lawyer, and the hearing may be held with you unrepresented by a lawyer.

3. **IF YOU DO NOT APPEAR FOR A SCHEDULED PRE-HEARING CONFERENCE, MAGISTRATE'S HEARING OR COURT HEARING BEFORE THE JUDGE, YOU WILL BE SUBJECT TO ARREST.**

HOW TO JOIN THE PRE-HEARING CONFERENCE

On the date and time of your Pre-Hearing Conference, go to https://www.zoom.us/ OR dial in using the phone number **833-568-8864** (Toll Free) and enter the **Meeting ID** and **Passcode** found on page 1.

To appear by video on Zoom, you will need to have an electronic device with an internet connection. You may use a smart phone, iPad/tablet, or webcam/built in camera with microphone, sound, and video.

If you do not have access to an internet connection, or you are unable to participate by video you may still participate using audio only on your phone.

PERSONAL SERVICE

OPTION 1 - Have the Sheriff's Office serve the *Petition for Contempt and Show Cause Order*. The Clerk's office can help arrange for Sheriff's service. **The Sheriff's fee is $60.**

OPTION 2 – Have someone over 18 years old who is not involved in the case (you can't do it yourself) hand deliver the *Petition for Contempt and Show Cause Order*. You could ask a family member or friend or pay a private process service to do it for you.

OPTION 3 - Have someone over 18 years old who is not involved in the case (you can't do it yourself) send the *Petition for Contempt and Show Cause Order* to the other party by **certified mail, restricted delivery, return receipt requested.** This way, the other party must sign a domestic green card receipt by the Post Office to show they received your paperwork.

Once the other side has been served by choosing one of the options above, you **must file an Affidavit of Service with the Clerk's Office before the Pre-Hearing Conference.*

IF YOU DON'T HAVE A LAWYER

For additional assistance please contact the Self-Help Office. The Office can (1) help with Family Law court forms (2) explain Family Law Court processes (3) help you move your Family Law case forward and (4) refer you to other Family Law resources that may be able to assist you. The Office **cannot** give legal advice. The Office accepts walk-ins Monday through Thursday, 8:30 a.m. to 3:30 p.m., and on Fridays, 8:30 a.m. to 3:00 p.m. on a first-come, first-served basis. The Self-Help Office is in the County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204, 2nd Floor Law Library (rear).

Use this link to schedule a **30-minute virtual appointment**:
https://www.baltimorecountymd.gov/departments/circuit/family/self-help.html

If the assistance you need does not require an appointment, you may email *baltcoselfhelp@mdcourts.gov*.

For legal advice, you can call the Maryland Court Help Center at 410-260-1392 and speak to a lawyer at no cost.

(APPendix-36)

☐ Mark this box if this form contains Restricted Information.

MARYLAND JUDICIARY **CIRCUIT COURT FOR** Baltimore County (CC) City/County ☑, **MARYLAND**

Located at 401 Bosley Avenue Towson, MD 21204 Court Address Case No. C-03-FM-21-000945

Allison L. Lynn
Plaintiff
129 Hollow Brook Road
Street Address
Timonium, MD, 21093
City, State, Zip
757-737-1009
Telephone

vs.

Mohamed A. Ibrahim
Defendant
116 W. Pennsylvania Ave
Street Address
Towson, MD, 21204
City, State, Zip
929-616-6862
Telephone

PETITION FOR CONTEMPT
(Md. Rules 2-648, 15-206, and 15-207)

If this submission contains Restricted Information (confidential by statute, rule or court order) you must file a Notice Regarding Restricted Information Pursuant to Rule 20-201.1 (form MDJ-008) with this submission, and check the Restricted Information box on this form.

NOTE: If the court issues a show cause order, you must provide the other party with the show cause order, a copy of this petition, and other documents filed with the court. This is called service of process, and there are strict rules about how copies must be served. For information on service of process, see General Instructions for Family and Guardianship Forms (CC-DRJN).

Do NOT use this form for a violation of a protective order. Instead, use Petition for Contempt (Violation of Protective Order) (CC-DC-DV-007).

I, Mohamed A. Ibrahim (Name), state that:

1. On 10-09-2024 (Date) the Circuit Court for Baltimore County (CC) (City/County) ☑ issued an order in case number, C-03-FM-21-000945, granting me New Appraisal of Marital House for The Year 2024

   Located at: 129 Hollow Brook Road, Lutherville Timonium, 21093.

2. ☒ A copy of the order is attached.

3. Allison L. Lynn (Name) has failed to obey the order by doing or failing to do the following:

   Plaintiff Didn't Follow Court Orders & Prevented Appraiser (Mr. Jay Toohey) from Entering The Marital House to make a New Appraisal for The Marital House Based on Court Order (Exhibit-1)

   and is, therefore, in contempt of the order.

4. I ☐ do ☐ do not want the court to order jail time to enforce its order.

FOR THESE REASONS, I request the court issue a Show Cause Order, find Allison L. Lynn (Name) in contempt, and order any other appropriate relief including:

Continuation To The Following Nine (9) Pages from Page (2) Till Page (10)

10-09-2024
Date

Mohamed Ibrahim
Signature

Mohamed A. Ibrahim
Printed Name

116 W. Pennsylvania Ave
Street Address

Towson, MD, 21204
City, State, Zip

929-616-6862
Telephone Number

vet333@hotmail.com
E-mail

Fax

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

PETCO

(6)

IN The Circuit Court of Baltimore County

Case Number: C-03-FM-21-000945

Mohamed A. Ibrahim: Defendant

Date: 10-09-2024

Vs.

Allison L. Lynn: Plaintiff

Petition For Contempt

FOR THESE REASONS, The Defendant Requests The court issue a Show Cause Order,

Find Allison L. Lynn in Contempt and Order any other Appropriate Relief including.

The Plaintiff Committed Several Illegal Acts During This case.

Based on Zillow.com The Current Value of Marital House at: (129 Hollow Brook Rd, Timonium, MD, 21093)

is $525,400. (Five Hundred Twenty-Five Thousand Four Hundred Dollars) for this year 2024.

So, if The Plaintiff wanted to Sell The Marital House, She will sell it Based on The Current Market Price of This Year 2024

Not Based on The Old Appraisal Value for The Last Year 2023 which was $440,000.

Because The Plaintiff was holding The Defendant's Share of The Marital House for More than One Year,

Then The Defendant Deserves a New Appraisal based on The Current Market Price of This Year 2024.

The Plaintiff has committed Several illegal Violations During this Case:

1- The Plaintiff's First (1st) Violation:

When The Plaintiff illegally deprived The Defendant of his marital legal rights through an unfair,

And Unconscionable Marital Settlement Agreement.

2- The Plaintiff's Second (2nd) Violation:

When the Plaintiff Refused to pay The Defendant his rightful share (40%) of the interest of the marital house,

As it was stipulated in the terms and conditions of Marital Settlement Agreement.

3- The Plaintiff's Third (3rd) Violation:

When The Plaintiff lied under Oath concerning the place of the parties' marriage by saying that:

We got married in **Baltimore County Circuit Court** instead of **Baltimore City Circuit Court.**

4- The Plaintiff's Fourth (4th) Violation:

When The Plaintiff ignored The Religious Marriage ceremony at the Trial and within The Marital Settlement Agreement.

So, both Parties are Still married Religiously from October 15th 2011 till present.

(7)

5- The Plaintiff's Fifth (5th) Violation:

When The Plaintiff's Failed to Disclose The Marital Car (Toyota Corolla Rav4 Silver Color)

Within The Marital Settlement Agreement That The Plaintiff Sold and Liquated while The Defendant was travelling outside The United States of America, The Current Market value of That Car is About $40,000

6-The Plaintiff's Sixth (6th) Violation:

When The Plaintiff's Failed to Disclose The Virginia's House Located at: (1724 Mathews Ter Portsmouth, VA, 23704)

In this case, The Plaintiff applied for a home loan before the marriage for a Third (3rd) house located at:

(1724 Mathews Terrace, Portsmouth, VA, 23704),

Which was considered as a kind of investment that Generates Extra Annual income for The Plaintiff

During the course of marriage from 2011 to 2023, thus it should be considered as Marital Asset or Funds.

So, The Plaintiff was paying The Mortgages of that Virginia's House from The Parties' Marital Funds for more than Ten (10) years Starting from 2011 until the Plaintiff got her divorce on May 24, 2023.

The Defendant was Paying Taxes with Plaintiff jointly for Virginia's House Which means that,

The Virginia's House has become **Part Marital and Part Non-Marital Property**

and The Current Value of Virginia's House is $226,500.

7-The Plaintiff's Seventh (7th) Violation:

The Plaintiff stated Falsely and Lied within The Marital Settlement Agreement about The ($90,000)

The Down Payment of The Second Marital Home in Maryland at: (129 Hollow Brook Rd, Timonium, MD, 21093)

The Plaintiff 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, The Plaintiff Did Not Provide Any Evidence of The Following:

1- Any Wire Transfer from Plaintiff's father's bank account to the Plaintiff's bank account for the amount of ($90,000);

2- Any Check Deposit from The Plaintiff's father to the Plaintiff's bank account for The Amount of ($90,000); and/or

3- Any Evidence of Cash withdrawal from Plaintiff's Father's account for The Amount of ($90,000).

Therefore, The Plaintiff lied at the trial regarding the down payment for The Amount of ($90,000)

Of the Second marital home at: (129 Hollow Brook Rd., Lutherville Timonium, MD 21093), and Committed Perjury.

(8)

The ($90,000) Down Payment for The Current Marital house at:
(129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) is Marital Fund for the following reasons:

1- According to The Closing Disclosure, The Plaintiff sold The First (1st) Marital house in Maryland
(4008 Falls Rd, Baltimore, MD, 21211) in 2018 For ($145,000) as shown in the Deed of Witnesses for The Year 2018

2- The Plaintiff Earns Annually ($125,000) as a Physician Assistant at Sinai Hospital as a Marital Funds.

3- The Plaintiff has another house in Virginia which is **Part Marital and Part Non-Marital** as a kind of investment,

Which is generating Extra Annual income as a Marital Funds.

4- The Defendant was working as a Staying-at-Home dad which means that He saved Lots of Annual Marital Funds,
For Daycare and a Nanny For The Plaintiff

Therefore, The Previous Four (4) Reasons are Considered Strong Evidence that The ($90,000) is considered, As Marital Funds and Not a Loan from the Plaintiff's father, Therefore, The Plaintiff's Perjury makes her testimony Lose her credibility,

Which allows for The Marital Settlement Agreement to become Null and Void Under Maryland and Federal law

For the above reasons, The Defendant is asking The Honorable Circuit Court of Baltimore County,
For an award For the Defendant an equity share at The Down Payment of ($90,000) Of the marital house,
At: (129 Hollow Brook Rd, Timonium, MD, 21093) Which is considered as a Marital Funds or Asset.

8-The Plaintiff's Eight (8th) Violation:

The Plaintiff's Failure to Disclose All The Marital Funds in the Plaintiff's Private Bank Accounts that were accumulated starting from 2011 to 2023.

The Plaintiff Annual income $120,000 which is considered as an Annual Marital Funds for the last 13 Years from 2011 to 2023.

So, when we Multiply $120,000 by (x) 13 Years = $1,560,000 (One Million Five Hundred Sixty Thousand Dollars) of Marital Funds.

That The Plaintiff's Failed to Disclose within The Marital Settlement Agreement on 05-24-2023.

9-The Plaintiff's Ninth (9th) Violation:

The Plaintiff's Failure to disclose that the Plaintiff inherited Land through her uncle (Mac Pritt) in Virginia on 09-05-2015.

And This land is **Not Considered as a Marital Property** within The Marital Settlement Agreement.

10- Tenth (10th) Reason

The Plaintiff Removed Defendant's Phone Number (646-922-2221) From the family plan without Defendant's Permission,

And Based on that Defendant lost the connection to The United States while he was travelling abroad.

And he was Not able to call any Divorce attorney to represent The Defendant So, He Lost the Discovery and Subpoena Request.

11- Eleventh (11th) Reason

Now The Defendant is a Homeless for More Than Two (2) Years Suffering and Struggling under The Poverty Level

(9)

The Defendant Feels Injustice Due to Losing His Marital Legal Rights

Now, The Defendant feels injustice plus losing all his Marital Legal Rights within The Unfair Marital Settlement Agreement

Due to his Mental Sickness, Homelessness, and Lack of legal representation After 12 years of his Sacrifices for his Children and Family in the United States

The Defendant feels injustice in a very bad and horrible way.

The Defendant's Physical and Non-Physical Economic Damages

1- The Defendant who lost the Appeal Case due to the Bad Consequences of Plaintiff's Violation of The Terms and Conditions of The Marital Settlement Agreement.

2- The Plaintiff took advantage of the Defendant's Sickness, Homelessness, and Lack of any Legal Representation,

And she didn't pay The Defendant's share at the Marital House on the agreed time on (07-25-2023),

Which was after Sixty (60) days from the Appraisal that was on (05-26-2023) So, in this way,

The Defendant Suffered from Two (2) Kinds of Damages

(1st) First: Physical Economic and Financial Damages in the form of:

(1) The Defendant was Not able to Pay Back his Loan that he took from Marble Law ($7000) for his attorney (Mr. Florian Tabaku)

(2)- The Defendant was Not able to Hire any Appeal attorney to help him with his appeal which will cost from $10,000 to $15,000.

(3)- The Defendant was Not able to Pay back his Debt to Bank of America $16,692

So, the Interest was accumulating against The Defendant for a Year and Bank of America Shut down and closed all The Defendant's Credit Cards and transferred the Defendant's Debt to the Collection.

(4) The Defendant lost the chance to Deposit his share of the marital house at Any Certificate of Deposit (CD) Account.

The (CD) Rate is the interest rate offered on a Certificate of Deposit (CD) Account. (CDs),

Are Savings Accounts offered by Banks and Credit Unions that require the account holder to deposit funds for a set period.

(2nd) Second: Non-Physical and Emotional Damages in the form of:

(1) The Defendant was Falling under severe depression being a Homeless Person.

(2)- The Defendant was Falling under severe depression due to the lack of funds to Pay Back his Loan of ($7000)

To Marble Law and to hire an appeal Attorney to help The Defendant with his Appeal Case

(3)- The lack of funds to pay back Defendant's debt of ($16,692) to Bank of America.

(4)- The Defendant was falling under severe depression due to losing his Appeal case at The Appellate Court of Maryland

By feeling injustice.

(10)

Due to The Unfair Marital Settlement Agreement The Defendant lost:

1- The Defendant Lost To get at least shared legal custody.

2- The Defendant Lost His Marital Legal rights to ask for an Alimony.

3- The Defendant Lost His Marital Legal share in The Retirement Account and 401K.

4- The Defendant Lost His Marital share at ($90,000) down payment of house (129 Hollow Brook Rd, Timonium, MD, 21093)

5- The Defendant Lost His Marital share at Virginia's House (1724 Mathews Ter Portsmouth, VA, 23704)

6- The Defendant Lost His Marital share at The Marital Car (Toyota Corolla Rav4 Silver Color)

That the Plaintiff Sold and liquidated while The Defendant was traveling outside the United States.

7- The Defendant Lost His Marital share of All Marital funds that were accumulated in Plaintiff's private bank accounts during the marriage from 2011 to 2023.

So, The Defendant is Asking The Honorable Circuit Court of Baltimore County, For a Request for Relief for the Following:

1- The Plaintiff to Pay the cost for The New Appraisal cost for The Marital House based on The Current market price for This year 2024

Because The Plaintiff intended in Purpose to waste Defendant's time and efforts and,

To Violate The Honorable Court Orders for The Second (2nd) time

By taking an advantage that The Defendant doesn't have any Lawyer to represent The Defendant

To defend for Defendant's Marital Legal Rights.

So, The Plaintiff wasted The Defendant's Chance to Provide a New Appraisal with him At The Hearing date on October 15th 2024

2- The Plaintiff to Pay The Cost for The Defendant's New Appraisal cost for The Marital House based on The Current market price for This year 2024

3- To order The Plaintiff to Financially Compensate The Defendant for All:

For The Total Amount of Five Hundred Thousand Dollars ($500,000)

Due to The Plaintiff's Dissipation, Squandering and Hiding of Marital Assets and Funds,

And Due to Defendant's Physical and Non-Physical Economic Damages For More than One Year starting from 05-24-2023

Till Present, Because, The Plaintiff has chosen to abuse the legal system,

For The Purpose of Disadvantaging the Defendant, which makes her Lose Credibility in this Court.

So, The Defendant is asking The Honorable Circuit Court of Baltimore County

To Order the Plaintiff to Financially to Compensate the Defendant for all his Physical and Non-Physical Economic Damages.

That The Defendant had from The Plaintiff for More than One Year Starting from

The Due date of getting Defendant 's share of the marital house on (07-25-2023) Till The Present.

Due to Plaintiff's Violation of The Terms and Conditions of The Marital Settlement Agreement,

Plus, The Plaintiff's Current Violation for The Court's Order for The New Appraisal of Marital House at:

(129 Hollow Brook Road, Lutherville Timonium, 21093)

LEGAL ARGUMENT

According to Maryland Law

"Any party to an action in which an alleged contempt occurred and, upon request by the court, the Attorney General, may initiate a proceeding for constructive civil contempt by filing a petition with the court against which the contempt was allegedly committed."

Md. R. Spec. Proc. 15-206(b)(2).

Since The Plaintiff committed contempt of court by refusing to pay Defendant what The Defendant is legally entitled to, The Plaintiff should be held liable by this Court.

Legal Argument

For these reasons, The Circuit Court erred in denying the Defendant's Motion to Alter or Amend Judgment according to **Md. R. Rev. Ct. App. & Spec. App. 8-131(b).**

A Party asserting an error has the burden to show "by the record" that an error occurred.

Kovacs v. Kovacs, 98 Md. App. 289, 303 (1993).

So, The Defendant has met this standard in his Petition For Contempt

The Plaintiff is Considered in Open Contempt of The Court Order.

Thus, Plaintiff is now considered to be in an open contempt of The Court Orders,

And as a result of her contempt, I am Defendant has lost my share of the marital house as well as the interest of my share at the Marital money for More than One Year.

Therefore, Due to the Plaintiff's Violation of The Court's Orders,

The Plaintiff is Considered now at an Open Contempt for Violation The Court's orders of The New Appraisal of The Marital House on 09-20-2024 Till the Present.

(12)

Under Maryland Law

"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."

Md. Gen. Provi. 1-341(a).

- This rule effectively operates as "a mechanism to place 'the wronged party in the same position as if the offending conduct had not occurred.'"

***Christian v. Maternal-Fetal Med. Assocs. of Md., LLC*, 459 Md. 1, 19 (2018)**

(Citing *Major v. First Virginia Bank-Central* Md., 97 Md. App. 520, 530 (1993)).

- In order to impose sanctions under **Rule 1-341(a)**, a court must "make an explicit finding that a party conducted litigation either in bad faith or without substantial justification."

***URS Corp. v. Fort Myer Constr. Corp.*, 452 Md. 48, 72 (2017),**

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 Plaintiff acted in a Bad faith by taking advantage of The Defendant's Poor Physical and Mental health conditions and his Homelessness, in order to push an inequitable Marital Settlement Agreement

So, Plaintiff refused to honor The Terms and Conditions of The Marital Settlement Agreement,

Through her Refusal to Pay Defendant's share of the value of The Marital home based on The agreed time which was Sixty (60) days after the appraisal day.

Plus, The Plaintiff's Current Violation for The Court's Order for The New Appraisal of Marital House at:

(129 Hollow Brook Road, Lutherville Timonium, 21093)

(13)

CONCLUSION

WHEREFORE, For The Foregoing Reasons, The Defendant Mohamed A. Ibrahim

is Respectfully Requests That The Honorable Circuit Court of Baltimore County To:

1- To order both parties to go according to Only One Home Appraisal which is Defendant's New Appraisal Of The Marital House for This Year 2024, But Not on The Average of Two Appraisals of Both parties.

2- The Plaintiff to Pay The cost for The Defendant's New Appraisal cost for The Marital House based on The Current market price for This year 2024.

3- To order The Plaintiff to Financially Compensate The Defendant,

For The Total Amount of Five Hundred Thousand Dollars ($500,000)

Due to The Plaintiff's Dissipation, Squandering and Hiding of Marital Assets and Funds,

And Due to Defendant's Physical and Non-Physical Economic Damages For More than One Year,

Starting from 05-24-2023 Till Present, Because The Plaintiff has Chosen to Abuse The Legal System,

For The Purpose of Disadvantaging The Defendant, which makes her Lose Credibility in this Court.

4- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

929-616-6862

vet333@hotmail.com

(14)

Certificate of Service

I certify that on 10-09-2024 (date) I served a copy of the foregoing was sent to all parties by **MDEC** and Mailing to:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave

Towson, MD, 21204

Phone: 410-887-3497

(2) Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

Phone: 410-321-8400

Phone: 443-275-5167

jhk@sgmdlaw.com

Mohamed Ibrahim ☒MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Pro Se Defendant

(15)

E-FILED; Baltimore County Circuit Court
Docket: 8/29/2024 2:36 PM; Submission: 8/29/2024 2:36 PM
Envelope: 17826535

IN The Circuit Court of Baltimore County

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

Date: 08-28-2024

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Motion For Order Permitting a New Appraisal Of The Marital Property

COMES NOW, Defendant Mohamed A. Ibrahim, respectfully moves this Court for an Order permitting a new appraisal of the Marital property located at 129 Hollow Brook Rd, Lutherville Timonium, MD, 21093, the marital home of the Parties.

The Plaintiff's appraisal for the marital house conducted on May 26, 2023 was $440,000. However, based on the current real estate market value, the price of the marital house has increased to $480,000.

The Plaintiff in this case has violated the Marital Settlement Agreement between both parties by withholding Defendant's share of the value of the marital house, and has refused to cooperate with the Defendant in accordance with the Marital Settlement Agreement.

Thus, Defendant respectfully asks that this Court order a new appraisal of the marital house so that The Defendant may be fairly and equitably compensated.

As The Defendant has Not received his share of the equity from his Marital asset from The Plaintiff for more than One Year starting from 07-25-2023 till present.

True Copy Test
JULIE L. ENSOR, Clerk
Per _____ Assistant Clerk

(16)

LEGAL ARGUMENT

Maryland Law States that "

The court shall determine the fair market value of the property by ordering a sworn or verified appraisal from a disinterested real estate appraiser licensed in the State.

The real estate appraiser shall file a copy of the sworn or verified appraisal with the court.

The court may allocate the costs of the appraisal among the parties."

Md. R. Prop. Act'n 12-406(a).

In addition, Maryland law provides that "The court shall determine the value of all marital property.

After making the determination, the court may grant a monetary award as an adjustment of the equities and rights of the parties concerning marital property."

MD Cts & Jud Pro Code § 3-6A-015(b) (2013).

The Defendant respectfully asks this Court to order a New Re-appraisal of the value of the marital home so that the Defendant may be justly compensated for the New value of the marital home of both parties,

As The Defendant has Not received his share of the equity from his Marital asset from The Plaintiff for more than One Year starting from 07-25-2023 till present.

(17)

CONCLUSION

For the reasons stated above, The Defendant respectfully asking this Court to issue during The Hearing date on October 15th, 2024

1- An order permitting a New appraisal of the parties' marital home at 129 Hollow Brook Rd, Lutherville Timonium, MD, 21093,

2- For any other relief that this Court may find proper.

Respectfully submitted,

Mohamed Ibrahim

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim Pro Se Defendant,

116 W. Pennsylvania Ave, Towson, MD, 21204,

929-616-6862

vet333@hotmail.com

(18)

Certificate of Service

I Certify that on 08-28-2024 (date) I served a copy of the foregoing was sent to all parties by MDEC to: ☒MDEC

1-The Circuit Court of Baltimore County:

401 Bosley Ave

Towson, MD, 21204

2-Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204 jhk@sgmdlaw.com

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Pro Se Defendant

True Copy Test
JULIE L. ENSOR, Clerk
Per _____ Assistant Clerk

GRANTED - COST OF APPRAISAL TO BE PAID BY DEFENDANT

09/19/2024 2:41:11 PM

Clerk to docket and send copies to all parties (9/19/2024 ntr)

Entered: Clerk, Circuit Court for
Baltimore County, MD
September 20, 2024

E-SERVED Baltimore County Circuit Court 10/22/2024 4:21 PM System SystemEnvelope:18510289
E-FILED; Baltimore County Circuit Court
Docket: 9/30/2024 4:20 PM; Submission: 9/30/2024 4:20 PM
Envelope: 18510289

(19)

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

MOTION FOR RECONSIDERATION

The Plaintiff, moves for reconsideration of the Order of this court entered on September 19, 2024 granting the Defendant the right to obtain a new appraisal and states:

Background

1. A Judgment of Absolute Divorce was entered in the above captioned case on May 24, 2023. The Judgment of Absolute Divorce incorporated but did not merge the parties' Marital Settlement Agreement which was dated May 24, 2023 and provided that "Wife and Husband shall arrange for the [parties' marital home] to be appraised within thirty (30) days from the date of the [Marital Settlement Agreement.]" Accordingly, the Judgment of Absolute Divorce required the parties to obtain an appraisal on or before June 23, 2023.[1]

2. The Defendant filed a "Motion to Set Aside Unfair Marital Settlement Agreement" on June 22, 2023. The Motion to Set Aside Unfair Settlement Agreement was denied on July 19, 2023.

3. The Defendant appealed the order denying the Motion to Set Aside Unfair Settlement Agreement. An opinion denying the appeal was issued by the Appellate Court of Maryland on April 4, 2024. The appeal was dismissed by a Mandate entered on April 24, 2024.

4. As a result of the April 24, 2024, Mandate, the Judgment became a final Judgment.

5. On November 21, 2023, while his appeal was pending the Defendant filed a Petition for Contempt.

6. On August 28, 2024, the Defendant filed a Motion for Order Permitting a New Appraisal of the Marital Property. ("Motion for New Appraisal"). In his Motion he asks the Court issue an "order permitting a New appraisal of the parties' marital home at 129 Hollow Brook Rd, Lutherville Timonium, MD 21093" [*sic*].

7. On August 29, 2024 the Defendant filed a Motion to Dismiss. Seeking to withdraw his Petition for Contempt.

[1] The term "Judgment of Absolute Divorce" hereinafter, shall refer to the Judgment of Absolute Divorce and the Marital Settlement Agreement which is incorporated but not merged into the Judgment of Absolute Divorce.

(20)

8. The Plaintiff did not file a response to the Motion for New Appraisal of the Motion to Dismiss.

9. On September 20, 2024 the court issued an order granting the Motion to Dismiss the contempt and an order granting the Motion for New Appraisal. The Order granting the Motion for New Appraisal simply says "GRANTED- COST OF APPRAISAL TO BE PAID BY DEFENDANT." [Emphasis in original.]

Argument

10. So long as the Petition for Contempt was pending, the Defendant was entitled to a new appraisal for the purpose of establishing that the Plaintiff had sufficient assets to comply with the provision of the Judgment of Absolute Divorce which required the Plaintiff to pay the Defendant for his share of the equity in the marital home. Once the Petition for Contempt was voluntarily dismissed a new appraisal for this purpose would be moot.

The Plaintiff did not file a response to the Motion for New Appraisal because once the Petition for Contempt was voluntarily dismissed there was no longer any substantive relief sought by the Defendant.

The Defendant does not explicitly ask for a Modification of the thirty day-limit for obtaining an appraisal. However, assuming *arguendo*, this is the Defendant's purpose and the court's reason for granting the motion, this would be a modification or revision of the 30 day limit provision of the Judgment of Absolute Divorce. Even if there had been such a motion this court has no jurisdiction to modify or revise a final judgment except in the case of fraud, mistake or irregularity. Rule 2-535. None of those exceptions apply here.

The thirty-day limitation in the Judgment of Absolute divorce has two effects. First it imposes a strict time limit for the parties to obtain an appraisal. The second effect is that it fixes a point in time for which the net equity is to be established. The Judgment of Absolute Divorce does not anticipate that the Defendant would benefit from more than eighteen months of market appreciation or payment of the mortgage payments by the Plaintiff without contribution from the Defendant.

Assuming the court has jurisdiction to modify or revise the Judgment of Absolute Divorce, if the purpose of the new appraisal is to establish the amount of equity in the house it should be clarified whether the new appraisal should be a current appraisal or an historic appraisal referring to the value of the house at the time of the Marital Settlement Agreement.

Conclusion

11. The Court should vacate the Order granting the Defendant a new appraisal either because the Motion for New Appraisal became moot when the Petition for Contempt was dismissed or because the court lacks jurisdiction to modify or revise a final judgment.

WHEREFORE, the Plaintiff requests:

A. That the Order granting the Defendant the right to obtain a new appraisal be vacated;

B. That the Defendant be ordered to compensate the Plaintiff for the costs of these proceedings, including reasonable attorneys' fees; and

(21)

C. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **September 30, 2024**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Defendant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

Entered: Clerk, Circuit Court for
Baltimore County, MD
October 22, 2024

DENIED
10/22/2024 3:41:26 PM

(Appendix-36)

CIRCUIT COURT FOR ALTIMORE COUNTY, MARYLAND
5754

1852248

SA SRU ASAP

Case Number: C-03-FM-21-000945
Other Reference Numbers: ACM-REG-1097-2023; SCM-PET-0073-2024
Cross Reference Number:

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 10/17/2024

SERVE ON: JEFFREY HOWARD KRESHTOOL
Schwartz & Greenbaum, LLC
409 Washington Avenue
Suite 300
TOWSON, MD 21204

Serve On or Before: 11/18/2024

Petition For Contempt with Show Cause Order

Copy of document(s) served on and left with Jeffrey Kreshtool

This 22nd day of Oct. 2024

Sgt. King #1115
Sheriff

Fee $ 60.00

10/22/24 not in the office today per secretary #1190

2024 OCT 11 P 4:37

True Copy Test
JULIE L. ENSOR, Clerk
Per BG
Assistant Clerk

FILED OCT 24 2024

An official website of the United States government
Here's how you know

(Appendix – 37)

← Back to glossary

Federal poverty level (FPL)

A measure of income issued every year by the Department of Health and Human Services (HHS). Federal poverty levels are used to determine your eligibility for certain programs and benefits, including savings on Marketplace health insurance, and Medicaid and CHIP coverage.

The 2024 federal poverty level (FPL) income numbers below are used to calculate eligibility for Medicaid and the Children's Health Insurance Program (CHIP). 2023 numbers are slightly lower, and are used to calculate savings on Marketplace insurance plans for 2024.

Federal Poverty Level (FPL)

Family size	2023 income numbers	2024 income numbers
For individuals	$14,580	$15,060
For a family of 2	$19,720	$20,440
For a family of 3	$24,860	$25,820
For a family of 4	$30,000	$31,200
For a family of 5	$35,140	$36,580
For a family of 6	$40,280	$41,960
For a family of 7	$45,420	$47,340

(Appendix-38)

IN The Supreme Court of The United States

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

The Appellate Court of Maryland Case Number:

ACM-REG-1097-2023

The Supreme Court of Maryland:

SCM-PET-0073-2024

Date: 08-28-2025

Mohamed A. Ibrahim: Petitioner

Vs.

Allison L. Lynn: Respondent

Request For Spoken Language Interpreter

The Petitioner is asking The Honorable Supreme Court of The United States For Permission to Have a Spoken Language Interpreter

- An Arabic interpreter is needed for The Petitioner: Mohamed A. Ibrahim
- The Location of The Supreme Court of The United States:

1 First Street, NE

Washington, DC, 20543

- Language: Arabic
- Dialect: Egyptian
- Country & Region where the language is spoken: Egypt

==========

CONCLUSION

WHEREFORE, For The Foregoing Reasons, The Petitioner Mohamed A. Ibrahim Respectfully requests from The Honorable Supreme Court of The United States

1- To Grant the Petitioner's Motion for The Request for Spoken Language Interpreter

2- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Petitioner ,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

==========

Certificate of Service

I Certify that on 08-28-2025) I served a copy of the foregoing was sent to all parties by MDEC and Mailing to:

(1) The Supreme Court of The United States:

1 First Street, NE

Washington, DC, 20543

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Petitioner

E-SERVED Baltimore County Circuit Court 11/7/2024 10:03 AM System SystemEnvelope:18712324
E-FILED; Baltimore County Circuit Court
Docket: 10/28/2024 6:05 PM; Submission: 10/28/2024 6:05 PM
Envelope: 18538328

(Appendix-39)

IN The Circuit Court of Baltimore County

Circuit Court Case Number:

C-03-FM-21-000945

Date: 10-25-2024.

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Motion to Modify The Marital Settlement Agreement

1- The Defendant is Praying to God and Asking The Honorable Circuit Court of Baltimore County,

That represents God's Justice on Earth to Apply The Spirit of Law on The Defendant,

By Approving & Granting this Motion or Part of It, Due to the Defendant's Sickness, Homelessness
And Lack of Legal Representation, Defendant Lost All his Marital Legal Rights after Thirteen Years of Marriage from 2011 till 2023

After The Defendant was Paying Taxes for Two (2) Houses, Now he is a Homeless Person,
So, The Defendant deserves to have a Small 🏠 House so he can share The Physical Custody with The Plaintiff

---

2- This Honorable Court, by Approving the Unfair Marital Settlement Agreement it has Dug the Defendant's Grave and Sentenced him to an Early Death for Ever.

As The Honorable Court Noticed that The Plaintiff, she is the one who filed for the divorce and did all her tricks to Steal The Defendant's Marital Legal Rights To make the Defendant away from his children.

So, The Defendant have only One Request from The Honorable Court
The Defendant needs Badly a house 🏠 that Consists of Two (2) bedrooms

This house will save Defendant from The Homelessness and at The Same time The Defendant can Share The Physical Custody of his Two (2) Children with The Plaintiff

---

3- The Defendant wants The Honorable Circuit Court of Baltimore County to be Aware that:

The Plaintiff is Playing Games with her Attorney by wasting The Time of The New Appraisal for The Marital House for 2024.

Because The Plaintiff is Planning to Make the New Appraisal during The Winter Season which will be on 2025,
When The Prices of All Houses will Drop Down.

This is Unfair for The Defendant by waiting and Being a Homeless Person for Two (2) years.

So, The Defendant Deserves some kind of Financial Compensation from The Plaintiff,

Due to her Two (2) Violations for The Court Orders and Falling Under The Petition for Contempt for The Court Orders Twice (2).

This is The End Result and Consequences of The Marital Settlement Agreement on 05-24-2024.

That Explain The Current Suffering and Struggling of The Defendant By being a Sick and Homeless Person

After he Lost All his Marital Legal Rights, After Thirteen (13) Years of Marriage from 2011 till 2023

	The Plaintiff	The Defendant
1-Custody	Plaintiff Has Full Physical & Legal Custody	No Custody
2- Income and Assets	1- Plaintiff is Making $125,000 Annually as a Physician Assistant and The Plaintiff has Two (2) Houses 2- House in Maryland at **(129 Hollow Brook Rd, Timonium, 21093) Worth $523,500** 3- House in Virginia at: **(1724 Mathews Terrace, Portsmouth, VA, 23704) Worth $225,200** 4- **The** Plaintiff Sold and Liquidated the Marital Car (Toyota Corolla Rav4 - Silver Color) that Worth $50,000 Without Defendant's Permission while he was travelling outside The USA and Purchased with The Marital Funds a Brand New Car **(White Chevrolet - SUV) worth $70,000** 5- If you multiplied The Plaintiff Annual income by Thirteen (13) Years of Marriage = $125,000 x 13 = $1,625,000 **One Million Six Hundred Twenty-Five Thousand Dollars of Marital Funds That Plaintiff hided for The Last Thirteen (13) Years of Marriage from 2011 to 2023**	Defendant is a Homeless Person surviving on Food Stamps The Plaintiff effectively attempted to steal the Defendant's marital legal rights through a legally invalid Marital Settlement Agreement. The Defendant was The One who devoted and sacrificed his life for his children and family in The United States As a Stay-at-home Dad for more than Ten (10) years and raised the Parties' children from the first day of their birth, Through substantial Non-Monetary Contributions during weekdays and weekends In addition, The Plaintiff works as a Physician Assistant at Sinai Hospital from 9 AM to 5 or 6 PM. - Thus, The Defendant's Contribution to the Parties' family has been substantial Because of Defendant's job as a Stay-at-Home Father taking care of the children until they grew up and went to school. - In addition, The Defendant was also sending The Couple's children to school and bringing them back And helping them with their studies during the duration of the parties' marriage So, The Defendant was consistently there whenever the children, or The Plaintiff were sick and needed care. - Finally, during the marriage, The Defendant struggled to keep and maintain any stable job in the USA For the last Twenty (20) years Due to his mental disability and Not being a Native English speaker. So, The Plaintiff Effectively stole Defendant's legal marital rights through an unconscionable Martial Settlement Agreement.

3- The Down Payment ($90,000) Of The Second (2nd) Marital House in Maryland (Exhibit-2)	The Plaintiff Took The Down Payment ($90,000) under the Lie it was a Loan from Her Father without any Corroborating Evidence. (Page 6 of 18 at the Marital Settlement Agreement). So, The Plaintiff Did Not Provide Any Evidence of the following: 1- Any Wire Transfer from The Plaintiff's father's bank account to Plaintiff's bank account for the amount of ($90,000); 2- Any Check Deposit from The Plaintiff's father to the Plaintiff's bank account for ($90,000); and/or 3- Any Evidence of Cash withdrawal from Plaintiff's Father's account for ($90,000) Therefore, The Plaintiff Lied at the trial regarding the down payment for ($90,000) of the Second (2nd) marital home Located at: (129 Hollow Brook Rd., Lutherville Timonium, MD 21093), and Committed Perjury.	The Defendant Lost his Marital Share at The Down Payment ($90,000) of The Second (2nd) Marital House Located at: (129 Hollow Brook Rd, Timonium, 21093) Which came from Selling the First (1st) Marital House Located at: (4008 Falls Rd, Baltimore, MD, 21211) At the Price ($145,000) on 2018 **(Exhibit-2)** By living at The First (1st) House for Seven (7) years from 2011 Till 2018 So, The ($90,000) The Down Payment of The Second (2nd) Marital house in Maryland is a Marital Fund.
4- The Virginia's House at (1724 Mathews Ter Portsmouth, VA, 23704) (Exhibit-4)	The Plaintiff applied for a home loan before the marriage for a Third (3rd) house located at: **(1724 Mathews Terrace, Portsmouth, VA, 23704),** Which was considered a kind of investment that Generates Extra Annual Marital income for The Plaintiff during the marriage from 2011 to 2023, and thus it should be considered a marital Asset or Funds. Because The Plaintiff was Paying The Mortgages of that Third (3rd) house in Virginia from The Parties' Marital Funds for more than Ten (10) years Starting from 2011 until the Plaintiff got her divorce on May 24, 2023. **(Exhibit-4)**	**Defendant was Paying Taxes with Plaintiff jointly for Virginia's House at:** **(1724 Mathews Terrace, Portsmouth, VA, 23704)** Which means that the Virginia's House has become **Part Marital and Part Non-Marital** Thus, The Plaintiff took away the equity share of the Defendant in The Virginia's house for More than Ten (10) year, And Did Not Acknowledge the Defendant's Equity Share within the Marital Settlement Agreement. Also, The Plaintiff took away The Defendant's Percentage (%) from the Marital annual income that Virginia's house, was generating annually from 2011 till The Plaintiff got her divorce in 2023 This Constitutes Dissipation of The Marital Assets, thus invalidating the Marital Settlement Agreement.

5- The Marital Car (Toyota Corolla Rav4 - Silver Color)	The Plaintiff applied for a car loan for a Toyota Corolla Rav4 Before The Parties' marriage, And The Plaintiff was paying the Car loan for more than Ten (10) years from The Marital Funds, Starting from 2011 Till The Plaintiff Sold and Liquidated The Marital Car, While The Defendant was travelling outside The USA and returned back to The USA on August 2022 So, The Toyota Corolla Rav4 Car is thus considered to be **Part Marital and Part Non-Marital Property or Asset** The Plaintiff Sold and Liquidated The Marital Car (Toyota Corolla Rav4 - Silver Color) that Worth $50,000 Without Defendant's Permission while he was travelling outside The USA and Purchased with The Marital Funds a Brand New Car **(White Chevrolet - SUV) worth $70,000**	The Toyota Corolla Rav4 Car is thus considered to be **Part Marital and Part Non-Marital Property or Asset** The Plaintiff took away The Equity share of The Defendant in The Marital Car for more than Ten (10) years. And Did Not Acknowledge the Defendant's Equity Share at The Marital Car within The Marital Settlement Agreement **The Defendant Still have The Keys for The Marital Car**
6- The Plaintiff intentionally Removed, Defendant's Phone number (646-922-2221) from the family phone plan without his Permission. (Exhibit-5) (Exhibit-6) (Exhibit-7)	The Plaintiff Pushed Defendant to Travel Outside USA and Made a Flight reservation with her Credit Card So she can Earn The Physical Custody. **(Exhibit-5)** When The Defendant traveled outside The USA to see his Sick mom after Ten (10) Years, Plaintiff intentionally Deactivated & Removed Defendant's Phone number (646-922-2221) from the Family phone plan without Defendant's permission **(Exhibit-6)** In order to effectively isolate The Defendant And Cut His connections to The USA, Under The Lie, Plaintiff's sister Needs to add her son (Danny) to their phone account instead of Defendant **(Exhibit-6)** - The Total Plaintiff's sister's Family members are Five (5) persons (Husband, wife, and Three Kids), Plus The Plaintiff and Defendant, So The total members after adding the Plaintiff's sister's Son (Danny) will be Seven (7) **The Fact is Sprint Family Plan Can Take Up to Ten (10) Lines. (Exhibit-7)** As a result, it was Extremely Difficult for The Defendant to call The United States to find any Family attorney To represent The Defendant in the divorce case in The USA While Defendant was suffering from a Poor health conditions while he was Travelling outside the USA. In this way Defendant Did Not Get Notified by The Discovery while he was travelling outside The USA Without any Legal Representation. Thus Defendant was Not served by The Discovery & He lost his Discovery and Subpoena request.	**The Defendant is Respectfully asking this Court to Order Plaintiff to Financially Compensate Defendant for:** (1) For The Economic Damages resulted from Removal of Defendant's Phone Number from The Family phone plan and Losing his Valuable number (646-922-2221) without Defendant's Permission. (2) For The Economic Damages resulted from The Loss of Defendant's Discovery and Subpoena Request. (3) For The Economic Damages resulted from Defendant's Emotional Pains and Suffering. So, Due to Defendant's Mental Disability and Lack of legal Representation while he was traveling outside USA. So Plaintiff Sold and Liquidated The Marital Car (Toyota Corolla Rav4- Silver Color), And also, The Plaintiff made Dissipation of Marital Assets and Funds, while The Defendant was traveling outside the USA. For The Previous Reasons The Defendant Lost his Marital Legal Rights to File for The Discovery and SUBPOENA at The Correct Timeframe.

7-Retirement Account and 401K Benefits	The Plaintiff took Defendant's right to ask for his Retirement Account and 401K Benefits based on the duration of marriage which is Thirteen (13) Years from 2011 to 2023	The Defendant doesn't have any history of work at The USA for The last 20 years due to his mental disability for that reason he was Not qualified to Claim his SSDI and Now he is Homeless surviving on The Food Stamps.
8-Alimony	The Plaintiff Took The Defendant Marital Legal Right to ask for his Alimony as a Staying at home Dad taking care of The Children	The Defendant Lost his marital legal Right to ask for his Alimony.
9- The Plaintiff Failed to Disclose The Marital Funds at her Private Bank Accounts	The Plaintiff Failed to Acknowledge within The Marital Settlement Agreement all the marital funds, That were Accumulated in Plaintiff's Private Bank Accounts during The Thirteen (13) years of the marriage from 2011 till 2023. If you Multiplied Plaintiff's Annual Marital income ($125,000) By Thirteen (13) Years of Marriage = $125,000 x 13 = $1,625,000 **One Million Six Hundred Twenty-Five Thousand Dollars of Marital Funds That Plaintiff hided for The Last Thirteen (13) Years of Marriage from 2011 to 2023** **That,** The Plaintiff Failed to Acknowledge within The Marital Settlement Agreement all the marital funds,	The Defendant was Filing All Family taxes jointly with The Plaintiff which entitled The Defendant to an equity share of All the Marital Funds, That were Accumulating in the Plaintiff's Private bank accounts from 2011 till 2023. These acts from The Plaintiff Constitute a Dissipation of Marital Assets or Funds, **Thus, invalidating the Marital Settlement Agreement.**

Motion to Modify The Marital Settlement Agreement

Motion to Modify the Marital Settlement Agreement Due to Deficiency and Lack of important information or evidence for its validation, there are many substantial changes in Couples life circumstances.

The Defendant Respectfully move this Court to Reconsider The Previous decision of The Circuit Court of Baltimore County, Regarding the approval of the Marital Settlement Agreement on May 24th, 2023,

The Defendant is requesting this reconsideration because the Marital Settlement Agreement was Unconscionable Under The Maryland law Due to the disparate impact on The Defendant and The Couple's Children life.

Thus, The Marital Settlement Agreement is impacting Defendant's Financial situation in a disproportionate manner.

For these reasons, The Defendant is respectfully moving this court for a reconsideration of its previous judgment,

And in support, The Defendant would show as follows:

(1) The Medical Safety issues of Defendant's Children

(2) The Defendant is Getting Less time with his Children.

(3) The ($90,000) Down Payment of Marital House is a Marital Fund for Many Reasons.

(4) The Virginia's House is Part Marital and Part Non-Marital.

(5) The Plaintiff Sold and Liquidated The Marital Car while Defendant was Travelling Outside The USA.

(6) The Plaintiff Failed to Disclose All Marital Funds at Plaintiff's Private Bank Accounts.

(7) The Plaintiff Failed to Disclose that She inherited Land From her Uncle (Mac Pritt) in Virginia.

(8)- The Defendant Filed Withdrawal for his Petition for Contempt.

(9)- The Defendant is Asking To Reopen The Discovery and SUBPOENA Against Plaintiff at This Court.

(10) The Defendant is Suffering & Struggling Under The Poverty Level

(11) The Plaintiff Committed Several Illegal Acts During This case.

(1) The Medical Safety issues of Defendant's Children

The Defendant is scared about The Medical safety issues of his children.

The Plaintiff's 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 or Modify the agreement.

Furthermore, Under Maryland Law, contracts are Void or Modified

if they violate the law or if they are "against the public policy of the State of Maryland."

MD Comm L Code § 11-112 (2013).

In addition, Contracts are Void or Modified that "impair the integrity of the bargaining process or otherwise contravene the public interest or public policy."

and may include "Fine-Print Terms or provisions that seek to negate.

The reasonable expectations of the non-drafting party, or unreasonably and unexpectedly harsh terms having nothing to do with price or other central aspects of the transaction."

Walther v. Sovereign Bank, 366 Md. 412, 426 (Md. 2005)

This marital settlement agreement violates the public policy of the State of Maryland in that it promotes an inequitable division of marital property that disadvantages The Defendant and is shocking to the conscience according to the precedent set by the

Williams v. Williams, 306 Md. 332 (Md. 1986).

The Circuit Court of Baltimore County Should Consider The Welfare of Couple's Children

The Plaintiff in our case blatantly disregarded the health of our daughter, and the Circuit Court of Baltimore County, Did Not take this into Account in its Decision. The Plaintiff Misused The Full Physical and Legal Custody,

Of Under The Marital Settlement Agreement by Feeding The Couple's daughter Only Chicken Three (3) meals a day for the last Four (4) Years Starting from 09-10-2020 until Present.

This Caused Couple's Daughter to have Puffy Face & Suffering from Obesity and Hormonal imbalance.

That Negatively impacting her health (EXHIBIT-1)

Our Children's Health Must Come to The First Level Before Anything

So, Defendant doesn't know what Plaintiff was giving for couple's daughter inside her body that caused the young Girl to Suffer from Hormonal Imbalance. **(EXHIBIT-1)**

Therefore, The Defendant is asking This Court to place our children and Under Genetic Testing by The Primary Care Doctor of The Plaintiff, And Order the Plaintiff to provide This Court With:

1- A Lipid Panel Blood -Test or Lipid Profile:

To measures Amount of Cholesterol and other Fats inside the blood.

2- (CBC -Test) Complete Blood Count Test:

To look at overall health including anemia, infection, and leukemia)

3- (CMP-Test)

is a Comprehensive Metabolic Panel a Routine Blood test that Provides information about Body's Metabolism,

4- (Thyroid Panel Test):

To measures the levels of Thyroid Hormones and Thyroid-Stimulating Hormones in the body.

5- (Diagnostic Genetic Test)

To confirm a diagnosis of a disease that may be caused by genetic changes.

This is a Strong Reason to Modify The Marital Settlement Agreement

So, The Defendant is respectfully asking this Court for a shared Legal custody to Supervise Health & Medical Conditions, of The Couple's minor children while they are Living with Plaintiff, For The Happiness & Safety reasons of The Couple's children.

So, The Defendant's modification involves his children who are Still Under the age of 18,

So, The judge might make Temporary Orders related to the modification.

These temporary orders remain until a judge makes Final Determinations.

According to Maryland Law

The Circuit Court of Baltimore County Should Properly Considered the welfare of the couple's child,

Because generally, judges in Maryland make child custody decisions.

"Depending upon what is in the best interests of the Child. "

Taylor *v. Taylor*, 306 Md. 290, 301, 508 A.2d 964 (1986).

(2) The Defendant is Getting Less time with his Children.

The Defendant is suffering and struggling for getting enough time to spend with his minor children.

For that reason, The Defendant is respectfully asking this Court to modify the marital settlement agreement to enable The Defendant to get a shared Legal custody,

So, he can spend more time with his minor children while they are Living with Plaintiff,

For The Happiness & Safety reasons of The Couple's children.

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(3) The ($90,000) Down Payment of Marital House is a Marital Fund for Many Reasons:

The Plaintiff Lied about the down payment of ($90,000) on the Marital Settlement Agreement,

By stating that it was a loan from her father without any proof Like Wire transfer, a Check deposit, or Any 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 The Deed on 05-30-2018 **(EXHIBIT-2)**

So, The Plaintiff was Paying the Mortgage for that first (1st) marital house from the couple's marital funds,

Starting from 2011 until it was sold in 2018.

So, Part of The First (1st) House was considered Marital and Part Non-Marital,

Then, The Down Payment ($90,000) of The Second (2nd) marital house (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) Considered as marital asset according to The Closing Disclosure Page 3 of 5 **(EXHIBIT-3)**

So, The Plaintiff lied about the down payment of the Second (2nd) house ($90,000)

The Plaintiff didn't Provide Any Proof that The ($90,000) was a loan from her father like:

1- Any wire Transfer from Plaintiff's father to Plaintiff's bank account for $90,000

2- Any Check Deposit from Plaintiff's father to Plaintiff's bank account for $90,000

3- Any Cash Withdrawal from Plaintiff's father's account for $90,000

Therefore, The Plaintiff Lied within the Marital Settlement Agreement regarding the down payment ($90,000) of the Marital home and committed perjury.

<u>The ($90,000) The Down Payment of Marital House is a Marital Funds for Many Reasons:</u>

1- 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 The Deed of Witnesses because both parties got married in 2011 and The Plaintiff Sold the marital house in 2018 **(EXHIBIT-2)**

Which means The Plaintiff was Paying the mortgages of that (1st) house from The Marital funds for Seven (7) years starting from 2011 till she sold the house in 2018.

So, Part of that first (1st) house was considered as a Marital Asset that The Plaintiff sold during the course of the marriage in 2018

2- There is a Disparity in earning potential as well, as The Plaintiff Earns $125,000 annually as a Physician Assistant at Sinai Hospital which is considered as a Marital Funds during The Marriage.

3- The Plaintiff has a Third (3rd) house in Virginia located at: (1724 Mathews Ter Portsmouth, VA, 23704)

This Virginia house is considered as an investment that Generates Extra Annual Marital Income Since the Plaintiff was paying The Mortgages of this Third (3rd) house in Virginia from the Parties' marital funds,

And the Defendant was Paying Taxes For That Virginia House for Ten (10) Years from 2011 to 2020

Which means the Virginia house has become **<u>Part Marital and Part Non-Marital.</u>** **(EXHIBIT-4)**

So, The Plaintiff effectively took away the Defendant's Equity share of the marital funds and The Defendant's percentage (%) From The annual income that Virginia's house was generating annually from 2011 till she got divorced in 2023

So, The Plaintiff didn't acknowledge The Defendant's equity share at that Virginia house,

Within the Marital Settlement Agreement Plus Defendant's Percentage (%) from the annual income that Virginia's house was Generating every year from 2011 till 2023.

4- At the same time, The Defendant was working as a Stay-at-Home-Father,

Meaning that the Plaintiff saved Lots of Annual Marital Funds for Daycare & Nanny Services.

So, The Down Payment of the ($90,000) Should be Considered as a Marital Funds.

The Previous Four (4) Reasons are Considered as Strong Evidence that the ($90,000) Down Payment Of The Second (2nd) Marital House in Maryland is considered as Marital Funds Rather than a Loan from Plaintiff's Father

This Constitutes Dissipation of The Marital Assets and funds.

(4) The Virginia's House is Part Marital and Part Non-Marital

In this case, The Plaintiff applied for a home loan before the marriage for a Third (3rd) house located at:

(1724 Mathews Terrace, Portsmouth, VA, 23704),

Which was considered a kind of investment that Generates Extra Annual Marital income for The Plaintiff during the marriage From 2011 to 2023, and thus it should be considered a marital Asset or Funds.

The Plaintiff was paying The Mortgages of that Third (3rd) house in Virginia from The Parties' Marital Funds for more than Ten (10) years starting from 2011 until the Plaintiff got her divorce on May 24, 2023.

And The Defendant was Paying Taxes with Plaintiff jointly for Virginia's House for Ten (10) Years, Starting from 2011 to 2020

Which means that the Virginia's House has become **Part Marital and Part Non-Marital**. **(EXHIBIT-4)**

Thus, The Plaintiff took away the equity share of the Defendant in The Virginia's house for More than Ten (10) year, And Did Not Acknowledge the Defendant's Equity Share within the Marital Settlement Agreement.

Also, The Plaintiff took away The Defendant's Percentage (%) from The Annual Marital income of Virginia's house, That was generating annual Marital income from 2011 till The Plaintiff got her divorce in 2023

This Constitutes Dissipation of The Marital Assets and funds.

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(5) The Plaintiff Sold & Liquidated The Marital Car while Defendant was Outside The USA

The Plaintiff applied for a car loan for a (Toyota Corolla Rav4 – Silver Color) Before The Parties' marriage, And the Plaintiff was paying the Car loan for more than Ten (10) years from Marital Funds starting from 2011 Till The Plaintiff Sold and Liquidated The Marital Car while Defendant was travelling Outside The USA And returned back to The USA on August 2022

The Defendant is Still Having the Keys of Marital Car that Plaintiff Sold & Liquidated without his Permission.

So, The Marital Car (Toyota Corolla Rav4 -Silver Color)

is thus considered to be **Part Marital and Part Non-Marital Property or Asset,**

Thus, the Plaintiff took away The Equity share of The Defendant in The Marital Car for more than Ten (10) years, And Did Not Acknowledge the Defendant's Marital Equity Share at The Marital Car within The Marital Settlement Agreement.

So, The Plaintiff Failed to Disclose the Marital Car (Toyota Corolla Rav4 - Silver Color) within The Marital Settlement Agreement.

This Constitutes Dissipation of Marital Assets and Funds.

(6) The Plaintiff Failed to Disclose All Marital Funds at Plaintiff's Private Bank Accounts

The Plaintiff Failed to Acknowledge within The Marital Settlement Agreement all the marital funds,

That were Accumulating in Plaintiff's Private Bank Accounts during The Thirteen (13) years of the marriage from

2011 till 2023.

The Defendant was Filing taxes jointly with The Plaintiff which entitled The Defendant to an equity share of All the

Marital Funds,

That were Accumulating in the Plaintiff's Private bank accounts from 2011 till 2023.These acts from The Plaintiff

Constitute a Dissipation of Marital Assets or Funds,

The Plaintiff's Failure to Disclose All The Marital Funds in the Plaintiff's Private Bank Accounts that were accumulated starting from 2011 to 2023.

The Plaintiff Annual income $120,000 which is considered as an Annual Marital Funds for the last 13 Years from 2011 to 2023.

So, when we Multiply $120,000 by (x) 13 Years = $1,560,000 (One Million Five Hundred Sixty Thousand Dollars) of Marital Funds.

That The Plaintiff's Failed to Disclose within The Marital Settlement Agreement on 05-24-2023.

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(7) The Plaintiff Failed to Disclose that She inherited Land From her Uncle in Virginia.

The Plaintiff's Uncle (Mac Pritt) passed away during the Marriage on 09-05-2015 in Virginia.

The Plaintiff inherited a Land through her Uncle (Mac Pritt) in Virginia.

So, The Plaintiff Did Not Mention or Acknowledge that the land she was inherited from her uncle,

Was Considered as a **Non-Marital Property** or **Non-Marital Asset** within The Marital Settlement Agreement.

So, if One Party Fails to Fully Disclose Assets or Liabilities during The Negotiation of The Agreement,

The Marital Settlement Agreement may be set aside for lack of full financial disclosure.

The Plaintiff Tricked the Defendant By taking away all Defendant's marital legal rights To ask for the Defendant's Property that he was legally entitled to. In support, The Defendant States the Following Facts:

1- The Plaintiff Took Full Physical and Legal Custody of the children.

2- The Plaintiff Took away The Defendant's Rights to ask for an Alimony.

3- The Plaintiff Took Defendant's share in The Retirement Account and 401K.

4- The Plaintiff Took Defendant's share at ($90,000) The Down payment of Second (2nd) marital home in Maryland.

5- The Plaintiff Took away Defendant's rights to ask for his marital share at The Third (3rd) investment house in Virginia Because Plaintiff was paying the mortgages of Virginia's house from The Marital funds from 2011 to 2023, And The Defendant was Paying Taxes with Plaintiff for that Virginia's house which Makes that Virginia's house, Become **Part Marital and Part Non-Marital**. **(EXHIBIT-4)**

Therefore, Defendant is entitled to an Equity Share of Virginia's house.

6- The Plaintiff Took Defendant's Rights to ask for his share of The Value of The Marital Car, (Toyota Corolla Rav4). The Plaintiff was effectively paying the car loan from Marital Funds and Plaintiff Sold and Liquidated The Marital car, While The Defendant was traveling outside the United States, which constitutes Dissipation of Marital Assets & Funds

7- The Plaintiff Took away The Defendant's Rights to ask for his share of All Marital Funds That were accumulated in Plaintiff's Private bank accounts during the marriage from 2011 to 2023

8- The Plaintiff Took The Defendant's rights to ask for his share of the marital funds That Plaintiff spent, On Plaintiff's Personal Debts including Plaintiff's Education Loan & Plaintiff's Credit card Debts.

9- The Plaintiff Took advantage of The Defendant while he was traveling outside The USA, And She filed for The Discovery while Defendant didn't get notified of The Discovery due to his sickness, Plus The Defendant's Lack of legal representation.

10- Due to Defendant's Sickness and Lack of Legal Representation he lost The Chance to Subpoena The Plaintiff.

All The Previous Facts and Mistakes Constitute Dissipation of Parties' Marital Assets.

(8)- The Defendant Filed Withdrawal for his Petition for Contempt.

The Defendant as a mentally Sick person without any legal representation,

Didn't know that The Petition for Contempt may Conflict with his Appeal.

For that reason, Defendant Filed Withdrawal for his Petition for Contempt at The Circuit Court of Baltimore County

On 08-29-2024 and The Defendant's withdrawal got Granted on 09-20-2024.

So, The Defendant Filed a Withdrawal of his Petition for Contempt,

In Exchange for the Plaintiff will Renegotiate a New Marital Settlement Agreement between both parties.

The Defendant made this withdrawal as a measure of Good Faith and intension from his side,

And invites the Plaintiff to Renegotiate a New Marital Settlement Agreement in Good Faith as well.

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(9)- The Defendant is Asking To Reopen The Discovery and SUBPOENA Against The Plaintiff at This Court

- This is The Second (2nd) Divorce Case for The Plaintiff

- The Plaintiff Tricked and pushed Defendant to travel Outside USA, The Plaintiff made The Flight ticket reservation,

For The Defendant with her credit Card (Visa Ends by 1918) which cost her $452.55 **(EXHIBIT-5)**

- By this way The Plaintiff easily got The Physical Custody of minor children.

- Then, After The Defendant traveled outside The USA, The Plaintiff intentionally Deactivated and Removed,

The Defendant's Phone number (646-922-2221) from the family phone plan without Defendant's permission,

In order to effectively isolate The Defendant And Cut The Defendant's connections to The USA.

- Under The Lie, Plaintiff's sister needs to add her son (Danny) to their phone account instead of Defendant

(EXHIBIT-6)

- The Total Family members of Plaintiff's sister are Five (5) persons (Husband, wife, and Three Kids),

Plus The Plaintiff and Defendant,

So The total members at The Family Phone Plan after adding the Plaintiff's sister's Son (Danny) will be Seven (7).

The Fact is: The Sprint Family Plan Can Take Up to Ten (10) Lines. (EXHIBIT-7)

As a result, it was Extremely Difficult for The Defendant to call The United States to find any Family attorney,

To represent The Defendant in the divorce case in The United States,

While the Defendant was suffering from a Poor health conditions while he was Travelling outside the United States.

In this way, The Defendant Did Not Get Notified by The Discovery while he was travelling outside The USA,

Without any Legal Representation. Thus, Defendant was Not served by Discovery and he lost his Discovery and Subpoena request.

Defendant is Respectfully asking this Court to Order Plaintiff to Financially Compensate Defendant for:

(1) For The Economic Damages resulted from Removal of Defendant's Phone Number from The Family phone plan and Losing his Valuable number (646-922-2221) without Defendant's Permission;

(2) For The Economic Damages resulted from The Loss of Defendant's Discovery and Subpoena Request;

(3) For The Economic Damages resulted from Defendant's Emotional Pains and Suffering.

So, Due to Defendant's Mental Disability and Lack of legal Representation while he was traveling outside USA.

So Plaintiff Sold and Liquidated The Marital Car (Toyota Corolla Rav4- Silver Color),

And also, Plaintiff made Dissipation of Marital Assets and Funds, while The Defendant was traveling outside USA.

For The Previous Reasons The Defendant Lost his Marital Legal Rights to File for The Discovery and SUBPOENA at The Correct Timeframe.

1-The Discovery: (EXHIBIT-8)

The Defendant is asking The Honorable This Court for The Permission to Reopen the Discovery,

Against The Plaintiff to disclose all The Marital Assets and Funds that The Plaintiff took while The Defendant was traveling outside The USA, Due to the Defendant's severe sickness and Lack of Legal representation To see his sick old mother in Egypt after Defendant Lost his dad. So, Defendant didn't get Notified by The Discovery Service While he was traveling outside the USA, and for that reason, The Defendant is asking This Court for Permission to Reopen Discovery against The Plaintiff.

For Reopening of The Discovery:

The court may reopen the discovery process based on the following factors:

(1) Whether trial is imminent, (2) Whether the request is opposed, (3) Whether the non-moving party would be prejudiced, (4) Whether the moving party was diligent in obtaining discovery within guidelines established by the court (5) The foreseeability of the need for additional discovery considering the time allowed for discovery by district court, and (6) The likelihood that the discovery will lead to relevant evidence."

U.S. ex rel. Schumer v. Hughes Aircraft Co., 63 F.3d 1512, 1526 (9th Cir.1995),

To prevail on a motion for reconsideration, the movant must demonstrate 'an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice.'"

Catskill Dev., L.L.C. v. Park Place Ent. Corp., 154 F. Supp. 2d 696, 701 (S.D.N.Y. 2001)

(Quoting Doe v. New York City Dept. of Soc. Servs., 709 F.2d 782, 789 (2d Cir.1983))

[A] party seeking to reopen discovery must show why the 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). ---

This good cause standard "primarily considers the diligence of the party seeking the amendment."

Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 609 (9th Cir. 1992).

"In determining whether to amend the scheduling order to allow more time to conduct discovery, courts consider a number of factors, including . . . the likelihood that discovery will lead to relevant evidence[.]"

3 MOORE'S FEDERAL PRACTICE § 16.14 (2022)

2- The SUBPOENA: (EXHIBIT-9)

The Defendant is asking This Court, The Permission to Reopen The SUBPOENA,

Against The Plaintiff, To disclose all Marital Assets and Funds that The Plaintiff took, While Defendant was traveling outside the USA. The Defendant filed recently a New SUBPOENA against The Plaintiff, At The Circuit Court of Baltimore County. The Notice of Subpoena was issued on 06-03-2024,The Plaintiff's Attorney (Mr.KRESHTOOL, JEFFREY HOWARD) was served with Sheriff's Return by Subpoena on 06-05-2024.

For Reopening The SUBPOENA:

"A subpoena may order the witness to produce any Books, Papers, Documents, Data, or other Objects the subpoena designates. The court may direct the witness to produce the designated items in court before trial or before they are to be offered in evidence. When the items arrive, the court may permit the parties and their attorneys to inspect all or part of them."

Supporting Facts and Argument:

- The Defendant lost his Appeal Case at The Appellate Court of Maryland Due to the Bad Consequences of the Plaintiff's Violation of the Terms and Conditions of the Marital Settlement Agreement.

- The Plaintiff took advantage of Defendant's Homelessness Conditions And didn't pay The Defendant his share, At the Marital House on the agreed time on (07-25-2023),

Which was after Sixty (60) days from Appraisal Day on (05-26-2023).

So, in this way, The Defendant suffered from Two kinds of Damages:

(1st) First: Physical Economic Damages in the form of:

The Defendant suffered from Financial Damages for many reasons:

(1)- The Defendant was Not able to Hire any Appeal attorney to help the Defendant at his appeal.

(2)- The Defendant was Not able to Pay back his Debt to Bank of America $16,692

So, the Interest was accumulating against Defendant for more than One Year and Bank of America Shut down and closed all Defendant's Credit Cards and transferred Defendant's Debt to the Collection.

(3) The Defendant lost the chance to Deposit his share of the Marital house at Any Certificate of Deposit (CD) Account.

(2nd) Second: Non-Physical Economic Damages in the form of:

(1)- The Defendant was Falling under severe depression due to the lack of funds to hire any appeal Attorney to help The Defendant with his Appeal Case

(2)- The lack of funds to pay back The Defendant's debt to Bank of America.

(3)- The Defendant was falling under severe depression due to losing his Appeal case at The Appellate Court of Maryland by feeling injustice.

(10) The Defendant is Suffering & Struggling Under The Poverty Level

Now, The Defendant is Sick, Homeless without any Legal Representation, And Can't Pay Back his Debt to Bank of America Of $16,692 Plus his Previous Attorney Loan of $7000 for Trial day on 05-24-2023, So The Defendant is Suffering and Struggling Under The Poverty Level by getting Only ($914) Monthly from Social Security Department, For his Supplemental Security Income (SSI), And He was Not qualified to get The Social Security Disability Insurance (SSDI) Because he didn't have any History of work in USA for Last 20 years Due to his Mental & Physical disability.

According to The Department of Health and Human Services (HHS) (EXHIBIT-10)

The New Federal Poverty Levels (FPL) Released on 2024, as might be expected by the name, the basic 100% poverty level is Low And comes in at Annual income for a Household of One of ($15,060).

Broken down to a Monthly amount that means you're effectively on the breadline if you take in No more than ($1,255) a month.

That all makes rather depressing news to anyone on Supplemental Security Income (SSI).

As that shows that The Government feels that ($914) a month

(75% of the FPL) is somehow adequate for your needs.

The Full record of the 2024 Federal Poverty Level, which is nicely broken down into household sizes as well as Annual and monthly limits detailed guidelines at (Exhibit-36)

Now, The Defendant is Sick, Homeless without any Legal Representation, Suffering and Struggling under the Poverty Level by Getting Monthly ($914) which is annually ($10,968).

Due to The Unfair Marital Settlement Agreement The Defendant lost:

1- The Defendant lost To get at least shared legal custody.

2- The Defendant lost His marital Legal rights to ask for an Alimony.

3- The Defendant lost His marital Legal share in The Retirement Account and 401K.

4- The Defendant lost His marital share at ($90,000) down payment of house Located at:

(129 Hollow Brook Rd, Timonium, MD, 21093)

5- The Defendant lost His marital share at (3rd) investment house in Virginia Located at:

(1724 Mathews Ter Portsmouth, VA, 23704)

6- The Defendant lost His marital share at the marital Car (Toyota Corolla Rav4 Silver Color) that the Plaintiff Sold and liquidated while The Defendant was traveling outside the United States.

7- The Defendant lost His marital share of All Marital funds that were accumulated in Plaintiff's private bank accounts during the marriage from 2011 to 2023.

(11) The Plaintiff Committed Several Illegal Acts During This Case.

Based on Zillow.com The Current Value of Marital House at: (129 Hollow Brook Rd, Timonium, MD, 21093)

is $525,400. (Five Hundred Twenty-Five Thousand Four Hundred Dollars) for this year 2024.

So, if The Plaintiff wanted to Sell The Marital House, She will sell it Based on The Current Market Price of This Year 2024

Not Based on The Old Appraisal Value for The Last Year 2023 which was $440,000.

Because The Plaintiff was holding The Defendant's Share of The Marital House for More than One Year,

Then The Defendant Deserves a New Appraisal based on The Current Market Price of This Year 2024.

The Plaintiff has committed Several illegal Violations During this Case:

1- The Plaintiff's First (1st) Violation:

When The Plaintiff illegally deprived The Defendant of his marital legal rights through an unfair,

And Unconscionable Marital Settlement Agreement.

2- The Plaintiff's Second (2nd) Violation:

When the Plaintiff Refused to pay The Defendant his rightful share (40%) of the interest of the marital house,

As it was stipulated in the terms and conditions of Marital Settlement Agreement.

3- The Plaintiff's Third (3rd) Violation:

When The Plaintiff lied under Oath concerning the place of the parties' marriage by saying that:

We got married in **Baltimore County Circuit Court** instead of **Baltimore City Circuit Court.**

4- The Plaintiff's Fourth (4th) Violation:

When The Plaintiff ignored The Religious Marriage ceremony at the Trial and within The Marital Settlement Agreement.

So, both Parties are Still married Religiously from October 15th 2011 till present.

5- The Plaintiff's Fifth (5th) Violation:

When The Plaintiff's Failed to Disclose The Marital Car (Toyota Corolla Rav4 Silver Color)

Within The Marital Settlement Agreement That The Plaintiff Sold and Liquated while The Defendant was travelling outside The United States of America, The Current Market value of That Car is About $40,000

6-The Plaintiff's Sixth (6th) Violation:

When The Plaintiff's Failed to Disclose The Virginia's House Located at: (1724 Mathews Ter Portsmouth, VA, 23704)

In this case, The Plaintiff applied for a home loan before the marriage for a Third (3rd) house located at:

(1724 Mathews Terrace, Portsmouth, VA, 23704), Which was considered as a kind of investment that Generates Extra Annual income for The Plaintiff During marriage from 2011 to 2023, thus it should be considered as Marital Asset or Funds.

So, The Plaintiff was paying The Mortgages of that Virginia's House from The Parties' Marital Funds for more than Ten (10) years Starting from 2011 until the Plaintiff got her divorce on May 24, 2023.

The Defendant was Paying Taxes with Plaintiff jointly for Virginia's House Which means that The Virginia's House has become **Part Marital and Part Non-Marital Property** and The Current Value of Virginia's House is $226,500.

7-The Plaintiff's Seventh (7th) Violation:

The Plaintiff stated Falsely and Lied within The Marital Settlement Agreement about The ($90,000)

The Down Payment of The Second Marital Home in Maryland at: (129 Hollow Brook Rd, Timonium, MD, 21093)

The Plaintiff 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, The Plaintiff Did Not Provide Any Evidence of The Following:

1- Any Wire Transfer from Plaintiff's father's bank account to the Plaintiff's bank account for the amount of ($90,000);

2- Any Check Deposit from The Plaintiff's father to the Plaintiff's bank account for ($90,000); and/or

3- Any Evidence of Cash withdrawal from Plaintiff's Father's account for ($90,000).

Therefore, The Plaintiff lied at the trial regarding the down payment for ($90,000)

Of the Second marital home at: (129 Hollow Brook Rd., Lutherville Timonium, MD 21093), and Committed Perjury.

The ($90,000) Down Payment for The Current Marital house at:
(129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) is Marital Fund for the following reasons:

1- According to The Closing Disclosure, The Plaintiff sold The First (1st) Marital house in Maryland (4008 Falls Rd, Baltimore, MD, 21211) in 2018 For ($145,000) as shown in the Deed of Witnesses for The Year 2018

2- The Plaintiff Earns Annually ($125,000) as a Physician Assistant at Sinai Hospital as a Marital Funds.

3- The Plaintiff has another house in Virginia which is **Part Marital and Part Non-Marital** as a kind of investment,

Which is generating Extra Annual income as a Marital Funds.

4- The Defendant was working as a Staying-at-Home dad which means that He saved Lots of Annual Marital Funds, For Daycare and a Nanny For The Plaintiff

Therefore, The Previous Four (4) Reasons are Considered Strong Evidence that The ($90,000) is considered, As Marital Funds and Not a Loan from the Plaintiff's father, Therefore, The Plaintiff's Perjury makes her testimony Lose her credibility,

Which allows for The Marital Settlement Agreement to become Null and Void Under Maryland and Federal law

For the above reasons, The Defendant is asking The Honorable Circuit Court of Baltimore County,
For an award For the Defendant an equity share at The Down Payment of ($90,000) Of the marital house,
At: (129 Hollow Brook Rd, Timonium, MD, 21093) Which is considered as a Marital Funds or Asset.

8-The Plaintiff's Eight (8th) Violation:

The Plaintiff's Failure to Disclose All The Marital Funds in the Plaintiff's Private Bank Accounts that were accumulated starting from 2011 to 2023.

The Plaintiff Annual income $120,000 which is considered as an Annual Marital Funds for the last 13 Years from 2011 to 2023.

So, when we Multiply $120,000 by (x) 13 Years = $1,560,000 (One Million Five Hundred Sixty Thousand Dollars) of Marital Funds.

That The Plaintiff's Failed to Disclose within The Marital Settlement Agreement on 05-24-2023.

9-The Plaintiff's Ninth (9th) Violation:

The Plaintiff's Failure to disclose that the Plaintiff inherited Land through her uncle (Mac Pritt) in Virginia on 09-05-2015.

And This land is **Not Considered as a Marital Property** within The Marital Settlement Agreement.

10- Tenth (10th) Reason

The Plaintiff Removed Defendant's Phone Number (646-922-2221) From the family plan without Defendant's Permission,

And Based on that Defendant lost the connection to The United States while he was travelling abroad.

And he was Not able to call any Divorce attorney to represent The Defendant So, He Lost the Discovery and Subpoena Request.

11- Eleventh (11th) Reason

Now The Defendant is a Homeless for More Than Two (2) Years Suffering and Struggling under The Poverty Level

The Defendant Feels Injustice Due to Losing His Marital Legal Rights

Now, The Defendant feels injustice plus losing all his Marital Legal Rights within The Unfair Marital Settlement Agreement

Due to his Mental Sickness, Homelessness, and Lack of legal representation After 12 years of his Sacrifices for his Children and Family in the United States

The Defendant feels injustice in a very bad and horrible way.

The Defendant's Physical and Non-Physical Economic Damages

1- The Defendant who lost the Appeal Case due to the Bad Consequences of Plaintiff's Violation of The Terms and Conditions of The Marital Settlement Agreement.

2- The Plaintiff took advantage of the Defendant's Sickness, Homelessness, and Lack of any Legal Representation,

And she didn't pay The Defendant's share at the Marital House on the agreed time on (07-25-2023),

Which was after Sixty (60) days from the Appraisal that was on (05-26-2023) So, in this way,

The Defendant Suffered from Two (2) Kinds of Damages

(1st) First: Physical Economic and Financial Damages in the form of:

(1) The Defendant was Not able to Pay Back his Loan that he took from Marble Law ($7000) for his attorney (Mr. Florian Tabaku)

(2)- The Defendant was Not able to Hire any Appeal attorney to help him with his appeal which will cost from $10,000 to $15,000.

(3)- The Defendant was Not able to Pay back his Debt to Bank of America $16,692

So, the Interest was accumulating against The Defendant for a Year and Bank of America Shut down and closed all The Defendant's Credit Cards and transferred the Defendant's Debt to the Collection.

(4) The Defendant lost the chance to Deposit his share of the marital house at Any Certificate of Deposit (CD) Account.

The (CD) Rate is the interest rate offered on a Certificate of Deposit (CD) Account. (CDs),

Are Savings Accounts offered by Banks and Credit Unions that require the account holder to deposit funds for a set period.

(2nd) Second: Non-Physical and Emotional Damages in the form of:

(1) The Defendant was Falling under severe depression being a Homeless Person.

(2)- The Defendant was Falling under severe depression due to the lack of funds to Pay Back his Loan of ($7000)

To Marble Law and to hire an appeal Attorney to help The Defendant with his Appeal Case

(3)- The lack of funds to pay back Defendant's debt of ($16,692) to Bank of America.

(4)- The Defendant was falling under severe depression due to losing his Appeal case at Appellate Court of Maryland

---

- Arise, Lord! Lift Up My Hand, O God. Do Not Forget the Helpless.
- We are all in God's hand, being in God's hand it is a Comforting Thought
- Because we know exactly that we can Trust Him to Take Good Care of us.
- The Defendant is Trusting The Honorable This Court of The United States that represents God's Justice on Earth.
- God, Grant me The Serenity to Accept the Things I Cannot Change,
- The Courage to Change the Things I Can, And Wisdom to Know the Difference.

Due to The Unfair Marital Settlement Agreement The Defendant lost:

1- The Defendant Lost To get at least shared legal custody.

2- The Defendant Lost His Marital Legal rights to ask for an Alimony.

3- The Defendant Lost His Marital Legal share in The Retirement Account and 401K.

4- The Defendant Lost His Marital share at ($90,000) down payment of The Marital house at:

(129 Hollow Brook Rd, Timonium, MD, 21093)

5- The Defendant Lost His Marital share at Virginia's House (1724 Mathews Ter Portsmouth, VA, 23704)

6- The Defendant Lost His Marital share at The Marital Car (Toyota Corolla Rav4 - Silver Color)

That the Plaintiff Sold and liquidated while The Defendant was traveling outside the United States.

7- The Defendant Lost His Marital share of All Marital funds that were accumulated in Plaintiff's private bank accounts during the marriage from 2011 to 2023.

The Defendant is Asking the Circuit Court of Baltimore County For a Request for Relief for the Following:

1- The Plaintiff to Pay the cost for The New Appraisal cost for The Marital House based on The Current market price for This year 2024 Because The Plaintiff intended in Purpose to waste Defendant's time and efforts and,

To Violate The Honorable Court Orders for The Second (2nd) time By taking an advantage that Defendant doesn't have any Lawyer to represent Defendant and To defend for his Marital Legal Rights. So, The Plaintiff wasted Defendant's Chance to Provide a New Appraisal At The Hearing date on October 15th 2024

2- The Plaintiff to Pay The Cost for Defendant's New Appraisal cost for Marital House based on this year 2024.

3- To order Plaintiff to Financially Compensate Defendant:

For The Total Amount of Five Hundred Thousand Dollars ($500,000)

Due to The Plaintiff's Dissipation, Squandering and Hiding of Marital Assets and Funds,

And Due to Defendant's Physical and Non-Physical Economic Damages for More than One Year,

Starting from 05-24-2023 Till Present, Because, The Plaintiff has chosen to abuse the legal system,

For The Purpose of Disadvantaging the Defendant, which makes her Lose Credibility in this Court.

So, The Defendant is asking The Honorable Circuit Court of Baltimore County

To Order the Plaintiff to Financially to Compensate the Defendant for all his Physical and Non-Physical Economic Damages That The Defendant had from The Plaintiff for More than One Year Starting from

The Due date of getting Defendant 's share of the marital house on (07-25-2023) Till The Present.

Due to Plaintiff's Violation of The Terms and Conditions of The Marital Settlement Agreement, Plus, Plaintiff's Current Violation for The Court's Order for The New Appraisal of Marital House at: (129 Hollow Brook Road, Lutherville Timonium, 21093)

LEGAL ARGUMENT

Under Maryland Law

"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."

Md. Gen. Provi. 1-341(a).

- This rule effectively operates as "a mechanism to place 'the wronged party in the same position as if the offending conduct had not occurred.'"

***Christian v. Maternal-Fetal Med. Assocs. of Md., LLC*, 459 Md. 1, 19 (2018)**

(Citing *Major v. First Virginia Bank-Central* Md., 97 Md. App. 520, 530 (1993)).

- In order to impose sanctions under **Rule 1-341(a)**, a court must "make an explicit finding that a party conducted litigation either in bad faith or without substantial justification."

***URS Corp. v. Fort Myer Constr. Corp.*, 452 Md. 48, 72 (2017),**

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 Plaintiff acted in a Bad faith by taking advantage of The Defendant's Poor Physical and Mental health conditions and his Homelessness, in order to push an inequitable Marital Settlement Agreement

So, Plaintiff refused to honor The Terms and Conditions of The Marital Settlement Agreement,

Through her Refusal to Pay Defendant's share of the value of The Marital home based on The agreed time which was Sixty (60) days after the appraisal day.

Plus, The Plaintiff's Current Violation for The Court's Order for The New Appraisal of Marital House at:

(129 Hollow Brook Road, Lutherville Timonium, 21093)

CONCLUSION

WHEREFORE, For The Foregoing Reasons, The Defendant Mohamed A. Ibrahim is Respectfully Requests That The Honorable Circuit Court of Baltimore County To:

1- Approve this Motion to Modify The Marital Settlement Agreement.

2- Defendant to get His marital share of ($90,000) down payment of house (129 Hollow Brook Rd, Timonium, MD, 21093)

3- The Defendant to get back his marital Legal rights to ask for an Alimony to Help him to survive.

4- The Defendant is asking for an award for his marital equity share at The Virginia house located at: (1724 Mathews Ter Portsmouth, VA, 23704) Because Plaintiff was paying The Mortgages of Virginia's House from The Marital funds from 2011 to 2023, and The Defendant was paying Taxes with Plaintiff for Virginia's house which entitles Defendant for an Equity Share at Virginia's House that Become Part Marital and Part Non-Marital.

5- The Defendant is asking for An Award for his marital equity share of The value of The Marital Car, (Toyota Corolla Rav4 - Silver Color) that the Plaintiff sold and Liquidated while Defendant was traveling Outside The USA.

6-To Order the Plaintiff to make the Next Five (5) Tests for The Couple's Children (1-Lipid-Panel-Blood-Test), (2-CBC-Test), (3-CMP-Test), (4-Thyroid-Panel-Test), and (5-Diagnostic Genetic Test).

7- To award The Defendant a Shared Legal Custody for The Safety and Happiness of The Couple's Children.

8-The Permission to Reopen Discovery against Plaintiff to disclose all Marital Assets & Funds That Plaintiff illegally took.

9- To Give The Defendant the Permission to SUBPOENA The Plaintiff at this Court.

10- The Defendant to get back his marital Legal share in Retirement Account & 401K based on marriage from 2011 to 2023

11- To order both parties to go according to Only One Home Appraisal which is Defendant's New Appraisal Of The Marital House for This Year 2024, But Not on The Average of Two Appraisals of Both parties And The Plaintiff to Pay The cost for The Defendant's New Appraisal cost for The Marital House based on The Current market price for This year 2024.

12- To order Plaintiff to Financially Compensate Defendant For The Total Amount of Five Hundred Thousand Dollars ($500,000) Due to The Plaintiff's Dissipation, Squandering and Hiding of Marital Assets and Funds And Due to Defendant's Physical and Non-Physical Economic Damages For More than One Year Starting from 05-24-2023 Till Present, Because The Plaintiff has Chosen to Abuse The Legal System, For The Purpose of Disadvantaging The Defendant, which makes her Lose Credibility in this Court.

13- The Defendant is Respectfully asking this Court to reduce The Appeal's costs for a reasonable fee.

14- The Defendant needs Badly a small house 🏠 that Consists of Two (2) bedrooms This house will save Defendant, From Homelessness and at The Same time Defendant can Share Physical Custody of his Two Children with The Plaintiff.

15- For any other relief that this Court may find proper.

Respectfully Submitted,

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim /s/

Mohamed Ibrahim Pro Se Defendant,

116 W. Pennsylvania Ave, Towson, MD, 21204 – Phone: 929-616-6862 - Email: vet333@hotmail.com

Certificate of Service

I certify that on 10-25-2024 (date) I served a copy of the foregoing was delivered to all parties by **MDEC** and Mailing to:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave

Towson, MD, 21204

Phone: 410-887-3497

(2) Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

Phone: 410-321-8400

Phone: 443-275-5167

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Pro Se Defendant

DENIED

COURT NO LONGER HAS REVISORY POWER TO MODIFY THE JUDGMENT
ALLEGATIONS ASSERTED FAIL TO MEET THE DEFINITION OF
FRAUD, MISTAKE, IRREGULARY, NEWLY-DISCOVERED EVIDENCE OR CLERICAL MISTAKE
REQUIRED UNDER MD. RULE 2-535

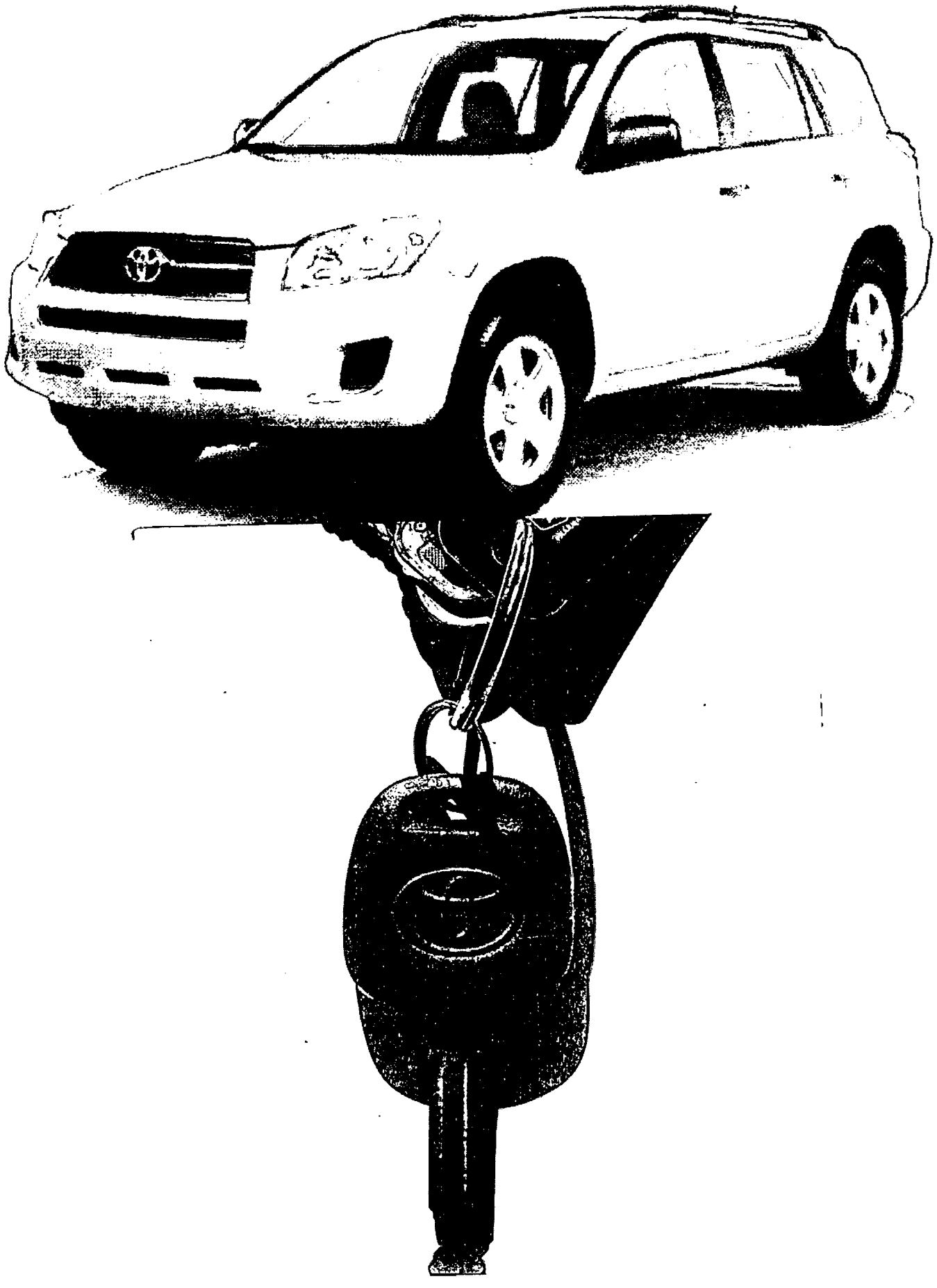
Entered: Clerk, Circuit Court for
Baltimore County, MD
November 7, 2024

11/04/2024 10:26:20 AM

26

Clerk to send copies to all parties (11/4/2024 ntr)

(APPendix-40)



(Appendix-41)

E-FILED; Baltimore County Circuit Court
Docket: 8/2/2023 2:41 PM; Submission: 8/2/2023 2:41 PM
Envelope: 13516251

CIRCUIT COURT FOR Baltimore County (CC) , MARYLAND
City/County

Located at 401 Bosley Ave, Towson, MD, 21204 Telephone 410-887-2139
Court Address

Case No. C-03-FM-21-000945

Allison L. Lynn	vs.	Mohamed A. Ibrahim
Plaintiff		Defendant
129 Hollow Brook Road		309 Redwood Circle, Westside Homeless Shelter
Address		Address
Lutherville, MD, 21093 757-737-1009		Catonsville, MD, 21228 929-616-6862
City, State, Zip Telephone		City, State, Zip Telephone
Allison-Lynn@cox.net		vet333@hotmail.com
E-mail		E-mail

NOTICE OF APPEAL
(Md. Rule 8-201)

NOTE: Pursuant to Maryland Rule 8-205(b), a notice of appeal in a civil case filed pursuant to Maryland Rule 8-201 must be accompanied by a Civil Appeal Information Report (Form ACM-001).
Exceptions: A Civil Appeal Information Report is not required for cases regarding Child[ren] In Need of Assistance or Supervision, termination of parental rights, juvenile delinquency, criminal conviction, habeas corpus, coram nobis, post-conviction, violation of probation, appeals by prisoners relating to their confinement, and cases where an application for leave to appeal is allowed by law.

Mohamed A. Ibrahim notes an appeal to the Appellate Court of Maryland in the above-captioned action.
Appealing party's name

08-02-2023
Date

Mohamed Ibrahim
Signature of Appealing Party/Attorney Attorney Number

Mohamed A. Ibrahim
Printed Name

309 Redwood Circle, Westside Homeless Shelter
Address

Catonsville, MD, 21228
City, State, Zip

929-616-6862
Telephone Fax

vet333@hotmail.com
E-mail

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

CERTIFICATE OF SERVICE

☒ MDEC

I certify that I served a copy of this notice upon the following party or parties by ☒ electronic filing ☐ hand delivery ☐ mailing first-class mail, postage prepaid on 08-02-2023 to:
Date

Timothy C. Marsheck
Name

P.O.Box 0034, Bel Air
Address

Maryland, 21014
City, State, Zip

Allison L. Lynn
Name

129 Hollow Brook Road
Address

Lutherville, MD, 21093
City, State, Zip

08-02-2023
Date

Mohamed Ibrahim
Signature of Party Serving

Mohamed A. Ibrahim
Printed Name

CC-097 (Rev. 07/01/2023)

Entered: Clerk, Circuit Court for
Baltimore County, MD
August 2, 2023

E-SERVED Baltimore County Circuit Court 8/3/2023 9:04 AM System SystemEnvelope:13522103
E-FILED; Baltimore County Circuit Court
Envelope: 13522103

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

(Appendix-41)

To: MOHAMED A. IBRAHIM
309 REDWOOD CIRCLE
WESTSIDE MEN'S EMERGENCY SHELTER FOR THE HOMELESS
CATONSVILLE, MD 21228

Case Number: C-03-FM-21-000945
Related Case Number:

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 8/2/2023

PREHEARING INFORMATION

Enclosed is a Prehearing Information Report which must be filed within the time set forth in Md. Rule 8-205. This form together with a copy of the notice of appeal must be sent to the Clerk, Appellate Court of Maryland, 361 Rowe Blvd. and Taylor Ave., Annapolis, Md 21401-1699.

Unless a copy of the transcript(s) of testimony is already on file, you must order in writing from the Court Stenographer (with a copy of that order to the Appeals Clerk of the Circuit for Baltimore County for inclusion in the record), a transcript of all testimony within the time set forth in Md. Rule 8-411.

You have a right to inspect the record in this office Monday through Friday between the hours of 8:30 and 4:30. Prior to the transmittal of the record to the Court of Special Appeals, you must deposit with this office a check or money order made payable to the Clerk, CIRCUIT COURT FOR BALTIMORE COUNTY, in the total amount of $121.00.

MT

Appeals Clerk
(410) 887-3494

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754
Main: 410-887-2601

(Appendix 42-A)

Entered: Clerk, Circuit Court for Baltimore County, MD
February 6, 2025

Case Number: **C-03-FM-21-000945**
Related Case Number: **ACM-REG-1097-2023; SCM-PET-0073-2024**

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 2/5/2025

ASSIGNMENT OF TRIAL OR HEARING DATE

ASSIGNED JUDGE: Judge Nancy M Purpura

HEARING DATE: March 18, 2025

TIME: 9:00 am

Rescheduled from prior date? Yes ☐ No x

TYPE OF HEARING: Attorney's Fees

COURTROOM: # 11

ESTIMATED LENGTH: 1 hour

Copy to:
Criminal/Civil Assignment
Jeffrey H. Kreshtool, Esquire
Mohamed Ibrahim, Pro Se

Interpreter Needs: If an interpreter is required for this hearing and has not been previously requested, a Request must be filed at least ten (10) days prior to the hearing. Please utilize the Judiciary Forms for Interpreter Requests. (Request for Spoken Language Interpreter, Form CC-DC-041; Request for Accommodation for Sign Language Interpreter, Form CC-DC-049).

True Copy Test
JULIE L. ENSOR, Clerk
JP
Per
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

REQUEST FOR HEARING

The Plaintiff, by her undersigned attorney, requests a hearing on her Motion for Attorneys' Fees.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **January 16, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
ELLIE L. ENSOR, Clerk
JP
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

SET FOR HEARING

Judge Nancy M. Purpura

02/03/2025 3:09:17 PM

Entered: Clerk, Circuit Court for
Baltimore County, MD
February 5, 2025

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, supplements her Motion for Attorneys' Fees and states:

1. The Plaintiff incorporates herein her Motion for Attorneys' Fees which was filed on April 29, 2024.

2. Since the previously filed Motion for Attorneys' Fees the Defendant has filed numerous additional motions.

3. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which he voluntarily dismissed.

4. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which was denied after a two hour evidentiary hearing.

5. The Plaintiff is entitled to an award of attorneys' fees pursuant to Ann. Code of Md. Fam. Law 7–107 and paragraph 13.C.

6. Invoices reflecting attorneys' fees incurred by the Plaintiff are incorporated herein as Exhibit A. The Plaintiff reserves the right to supplement Exhibit A as additional attorneys' fees are incurred before the hearing.

True Copy Test
JULIE L. ENSOR, Clerk
JP
Per _____
Assistant Clerk

WHEREFORE, the Plaintiff requests:

A. That the Defendant be ordered to compensate the Plaintiff for her attorneys' fees incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **JANUARY 16, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ATTORNEYS' FEES

Date	Invoice No.	Amount
December 3, 2023	675	$972.25
January 1, 2024	682	$3,284.55
February 1, 2024	710	$1,504.50
March 1, 2024	746	$722.50
April 1, 2024	773	$446.25
April 29, 2024	783	$854.25
June 1, 2024	814	$2,479.50
July 1, 2024	854	$63.75
September 2, 2024	881	$408.00
October 1, 2024	909	$518.50
November 1, 2024	931	$777.75
December 2, 2024	960	$297.50
	Total	**$12,329.30**

True Copy Test
BILLIE L. ENSOR, Clerk
By JP
Assistant Clerk

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ALLISON LYNN'S ATTORNEYS' FEES

Invoice ID	Due Date	Client	Issue Date	Total
675	1/2/2024	Allison Lynn	12/3/2023	$972.25
682	1/31/2024	Allison Lynn	1/1/2024	$3,284.55
710	3/2/2024	Allison Lynn	2/1/2024	$1,504.50
746	3/31/2024	Allison Lynn	3/1/2024	$722.50
773	5/1/2024	Allison Lynn	4/1/2024	$446.25
783	5/29/2024	Allison Lynn	4/29/2024	$854.25
		Total Charges		**$7,784.30**

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 675
Date: 12/03/2023
Due On: 01/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	11/13/2023	Prepared entry of appearance in Circuit Court and Appellate Court of Maryland.	0.31	$425.00	$131.75
Expense	11/13/2023	Reimbursable expenses: Filing fee for entry of appearance in the Circuit Court for Baltimore County.	1.00	$20.25	$20.25
Service	11/14/2023	E-mail to Marsheck re: matters pending in the Circuit Court.	0.08	$425.00	$34.00
Service	11/21/2023	Reviewed Husband's Petition for Contempt. Call to client. Left voicemail. E-mail to client.	0.11	$425.00	$46.75
Service	11/27/2023	Reviewed brief filed by Appellant.	0.27	$425.00	$114.75
Service	11/27/2023	Researched Acquiesence as a defense to an appeal.	0.99	$425.00	$420.75
Service	11/28/2023	Call to client to discuss Appellant's brief.	0.48	$425.00	$204.00

Total	**$972.25**
Payment (12/03/2023)	**-$972.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
675	01/02/2024	$972.25	$972.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		$0.00	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 682
Date: 01/01/2024
Due On: 01/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	12/05/2023	Prepared draft of Brief of Appellee.	2.54	$425.00	$1,079.50
Service	12/09/2023	Reviewed Amended Petition for Contempt. E-mail to client.	0.10	$425.00	$42.50
Service	12/11/2023	Responded to client re: Amended Petition for Contempt. Continued work on Reply Brief.	3.44	$425.00	$1,462.00
Service	12/12/2023	Call to client, she approved draft of Brief. Made final revisions and annotations to brief.	0.76	$425.00	$323.00
Expense	12/13/2023	Shipping & Postage: Fedex Shipping Brief to Appellate Court of Maryland. Tracking No. 787937026404	1.00	$50.30	$50.30
Service	12/21/2023	Reviewed motion filed by Husband in Circuit Court.	0.21	$425.00	$89.25
Service	12/22/2023	Responded to e-mail from client re: second appeal.	0.05	$425.00	$21.25
Service	12/29/2023	Reviewed documents filed by Husband with Request for De Novo Review in the Appellate Court of Maryland.	0.26	$425.00	$110.50
Service	12/30/2023	Responded to client's e-mail re: January 26, 2023 hearing.	0.25	$425.00	$106.25

Total	**$3,284.55**
Payment (01/01/2024)	**-$3,284.55**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
682	01/31/2024	$3,284.55	$3,284.55	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 710
Date: 02/01/2024
Due On: 03/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	01/10/2024	Prepared response to Motion for De Novo Review in the ACM and Second Motion for De Novo Review in Circuit Court.	0.39	$425.00	$165.75
Service	01/18/2024	Call to assignment office re: has service been made. Spoke with Pete, he confirmed no affidavit of service has been filed. Call to client.	0.52	$425.00	$221.00
Service	01/19/2024	Reviewed "Motion for Leave" e-mail to client.	1.07	$425.00	$454.75
Service	01/22/2024	Reviewed Motion to Consolidate and Motion to Supplement which were filed over the weekend. Prepared Answer. E-mail to client.	0.46	$425.00	$195.50
Service	01/23/2024	Reviewed Motion for Reconsideration.	0.23	$425.00	$97.75
Service	01/25/2024	Reviewed husband's filings from yesterday. E-mail to client re: scheduling phone call.	0.24	$425.00	$102.00
Service	01/25/2024	Call to client re: responding to Motions.	0.23	$425.00	$97.75
Service	01/26/2024	Contempt pre-hearing with Abbie Cohen. Cohen advised Husband he needs to have show cause order re-issued and have client served.	0.10	$425.00	$42.50
Service	01/31/2024	Reviewed Motion for Violation of Marital Settlement Agreement.	0.30	$425.00	$127.50

Total	**$1,504.50**
Payment (02/01/2024)	**-$243.20**
Payment (02/01/2024)	**-$1,261.30**

Balance Owing **$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
710	03/02/2024	$1,504.50	$1,504.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 746
Date: 03/01/2024
Due On: 03/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	02/05/2024	Prepared response to M	0.30	$425.00	$127.50
Service	02/15/2024	Reviewed latest show cause order. E-mail to client.	0.81	$425.00	$344.25
Service	02/16/2024	Prepared Response to Petition for Contempt and Response to Amended Petition for Contempt.	0.14	$425.00	$59.50
Service	02/19/2024	Prepared response to Motion	0.27	$425.00	$114.75
Service	02/20/2024	Reviewed response to Reply to Motion to Support Informal Brief. E-mailed to client.	0.11	$425.00	$46.75
Service	02/23/2024	Reviewed second Reply to Response to Petition for Contempt. E-mailed to client.	0.07	$425.00	$29.75

Total	**$722.50**
Payment (03/21/2024)	**-$722.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due

746	03/31/2024	$722.50	$722.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 773
Date: 04/01/2024
Due On: 05/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	03/05/2024	Reviewed Motion filed in Circuit Court 2 29 2024. E-mailed to client. Prepared response to motion to Postpone Argument.	0.36	$425.00	$153.00
Service	03/11/2024	Prepared Response to Second Motion to Postpone Argument.	0.26	$425.00	$110.50
Service	03/22/2024	Zoom pre-hearing conference. Arabic interpreter was not present.	0.43	$425.00	$182.75

Total	**$446.25**
Payment (04/29/2024)	**-$446.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$446.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 783
Date: 04/29/2024
Due On: 05/29/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	04/05/2024	Reviewed Unreported Opinion from Appellatte Court of Maryland. E-mailed to client. Call to client.	0.35	$425.00	$148.75
Service	04/18/2024	Prepared response to Motion for Reconsideration.	0.20	$425.00	$85.00
Service	04/20/2024	Responded to client's e-mail re: keeping father informed of medical issues with the children.	0.39	$425.00	$165.75
Service	04/25/2024	Call to client re: motion for attorneys fees.Prepared draft motion, e-mailed to client for approval.	0.76	$425.00	$323.00
Service	04/29/2024	Prepared Exhibits to Motion for Attorneys' Fees. E-filed.	0.31	$425.00	$131.75

Total	**$854.25**
Payment (04/29/2024)	**-$854.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
783	05/29/2024	$854.25	$854.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 814
Date: 06/01/2024
Due On: 07/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	05/02/2024	Reviewed Petition for Writ of Certiorari. E-mailed to client.	0.61	$425.00	$259.25
Service	05/02/2024	Prepared Request for Postponement.	0.29	$425.00	$123.25
Service	05/06/2024	Prepared response to Petition for Writ of Certiorari.	0.28	$425.00	$119.00
Service	05/07/2024	Continued work on response to Petition for Writ of Certiorari.	2.80	$425.00	$1,190.00
Service	05/08/2024	Call to client re: Motion for Stay Pending Appeal.	0.30	$425.00	$127.50
Service	05/09/2024	Prepared Motion to Stay in the Supreme Court.	0.58	$425.00	$246.50
Expense	05/09/2024	Filing Fees: Filing for for Motion for Stay Pending Appeal.	1.00	$61.25	$61.25
Service	05/21/2024	Reviewed Petitioner's Motion in Support of Writ of Certiorari. E-mail to client.	0.10	$425.00	$42.50
Service	05/24/2024	Checked docket for ruling on Motion for Stay pending appeal.	0.25	$425.00	$106.25
Service	05/25/2024	Reviewed Second Motion in Support of Petition for Writ of Cert. E-mailed to client. Reviewed	0.19	$425.00	$80.75
Service	05/26/2024	reviewed filing from May 25. E-mail to client.	0.14	$425.00	$59.50
Service	05/31/2024	Call to client re: re-scheduling contempt hearing. Left voicemail. Client called back. E-mail to court.	0.15	$425.00	$63.75
				Total	**$2,479.50**

Payment (07/11/2024)	**-$2,479.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
814	07/01/2024	$2,479.50	$2,479.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 854
Date: 07/01/2024
Due On: 07/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	06/04/2024	Researched requirements for valid subpoena.	0.15	$425.00	$63.75

Total	**$63.75**
Payment (07/11/2024)	**-$63.75**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
854	07/31/2024	$63.75	$63.75	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75

01/01/2024	Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024	Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance	**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 881
Date: 09/02/2024
Due On: 10/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	08/06/2024	Responded to e-mail from assignment office re: postponement.	0.36	$425.00	$153.00
Service	08/15/2024	Reviewed Motion for Postponement to Find an Attorney.	0.11	$425.00	$46.75
Service	08/23/2024	Reviewed Supreme Court Rules on Waiver of Response to Petition for Cert. Call to client. Discussed filing in the Supreme Court and other issues raised in her e-mail.	0.49	$425.00	$208.25
				Total	**$408.00**
				Payment (10/01/2024)	**-$408.00**
				Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
881	10/02/2024	$408.00	$408.00	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 909
Date: 10/01/2024
Due On: 10/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	09/19/2024	Reviewed Motion for Reconsideration filed September 18 2024. E-mail to client.	0.06	$425.00	$25.50
Service	09/28/2024	Responded to e-mail from client re: new appraisal.	0.09	$425.00	$38.25
Service	09/28/2024	Prepared Motion for Reconsideration of New Appraisal. E-mailed to client for approval.	1.07	$425.00	$454.75

Total	**$518.50**
Payment (10/01/2024)	**-$518.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
909	10/31/2024	$518.50	$518.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 931
Date: 11/01/2024
Due On: 12/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	10/03/2024	Responded to e-mail from client re: appraisal.	0.03	$425.00	$12.75
Service	10/08/2024	Reviewed Petition for Contempt. E-mail to client.	0.28	$425.00	$119.00
Service	10/14/2024	Prepared Response to Motion for Reconsideration filed in the Supreme Court of Maryland.	0.15	$425.00	$63.75
Service	10/19/2024	Reviewed response to Motion for Attorneys Fees in Appellate Court of Maryland. E-mail to client.	0.13	$425.00	$55.25
Service	10/23/2024	Call to client re: PEtition for Contempt and Denying Motion for Reconsideration of Motion for New Appraisal.	0.45	$425.00	$191.25
Service	10/24/2024	Call to Supreme Court re: case no for Petition for Certiorari. Left voicemail. Clerk called back, the case has still not been docketed.	0.13	$425.00	$55.25
Service	10/27/2024	Reviewed Motion to Modify Marital Settlement Agreement.. Prepared response.	0.59	$425.00	$250.75
Service	10/30/2024	Reviewed appraisal filed by husband. E-mailed to client.	0.07	$425.00	$29.75
				Total	**$777.75**
				Payment (11/27/2024)	**-$777.75**
				Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
931	12/01/2024	$777.75	$777.75	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 960
Date: 12/02/2024
Due On: 01/01/2025

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	11/02/2024	Filed response to request for in person Pre Hearing Conference.	0.33	$425.00	$140.25
Service	11/04/2024	Responded to E-mail from Nancy Rumbly re: time estimate.	0.07	$425.00	$29.75
Service	11/04/2024	Reviewed Motion to Provide Proof of Services.	0.26	$425.00	$110.50
Service	11/05/2024	E-mail to Abbie Cohen re: Pre-Hearing Conference.	0.04	$425.00	$17.00

Total	**$297.50**
Payment (12/26/2024)	**-$297.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
960	01/01/2025	$297.50	$297.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

E-SERVED Baltimore County Circuit Court 11/19/2024 3:19 PM System SystemEnvelope:18867136
E-FILED; Baltimore County Circuit Court
Docket: 10/19/2024 3:19 PM; Submission: 10/19/2024 3:19 PM
Envelope: 18867136

NOTED

(Appendix-42-B)

11/18/2024 1:35:07 PM

IN The Circuit Court of Baltimore County

Circuit Court Case Number:

C-03-FM-21-000945

Date: 10-15-2024

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Reply Motion to Plaintiff's Motion for Attorney's Fees

The Defendant is Respectfully asking The Honorable Circuit Court of Baltimore County

To reduce The Overpriced Appeal's costs that assessed to him By Appellate Court of Maryland,

For a Reasonable Appeal's Cost due to his Sickness, Homelessness, Struggling under Poverty Level.

And remove and waive unnecessary Costs towards him

There are Six (6) different Unmatching Costs from The Plaintiff's Attorney as Following:

1- Many Unmatching Costs from Plaintiff's Attorney Related to his Reviews

on Page (2)

1- on (11-27-2023) Review Brief filed by Appellant The Cost $114.75

on Page (4)

2- on (12-09-2023) Reviewed Amended Petition for Contempt, Email to Client $42.50

3-on (12-21-2023) Reviewed motion filed by Husband in Circuit Court $89.25

4- on (12-29-2023) Reviewed documents filed by husband with request for De Novo Review in The Appellate Court of Maryland $110.50

on Page (6)

5- on (01-19-2024) Reviewed "Motion for Leave" e-mail to client **$454.75**

6- on (01-22-2024) Reviewed Motion to Consolidate and Motion to Supplement which were filed over the weekend Prepared Answer, E-mail to client **$195.50**

7- on (01-23-2024) Reviewed Motion for Reconsideration $97.75

8- on (01-25-2024) Reviewed husband's filings from yesterday, E-mail to client rescheduling phone call $102

9- on (01-31-2024) Reviewed Motion for Violation of Marital Settlement Agreement $127.50

Entered: Clerk, Circuit Court for
Baltimore County, MD
November 19, 2024

on Page (12)

8- (04-18-2024) Prepared response to Motion for Reconsideration $85

9- (04-29-2024) Prepared Exhibits to Motion for Attorney's' Fees , E-Filed $131.75

Do you charge your clients for Preparing The Fees!!!

So, The Total Preparations Costs are: $1,946.50

==========

3- Many Unmatching Costs from Plaintiff's Attorney Related to his Research

on Page (2)

1- (11-27-2023) Researched Acquiescence as a defense to an appeal $420.75

So, The Total Research Costs are: $420.75

==========

4- Many Unmatching Costs from Plaintiff's Attorney Related to his Respond

on Page (4)

1-(12-11-2023) Responded to client re: Amended Petition for Contempt, Continued work on Reply Brief $1,462

2- (12-30-2023) Responded to client's E-mail re: January 26 2023 hearing $106.25

on Page (12)

3- (04-20-2024) Responded to client E-mail re: keeping father informed of medical issues with the children

$165.75

No one told me anything about these Medical issues (what are these medical issues???)

So, The Total Respond Costs are: $1,734

==========

5- Many Unmatching Costs from Plaintiff's Attorney Related to his Calls

on Page (2)

1- (11-28-2023) **Call to client to discuss Appellant's brief $204**

Why didn't The Plaintiff drove to her attorney's Office instead of this Expensive Phone Call

on Page (4)

2- (12-12-2023) Call to client, she approved draft of Brief, Made final revisions and annotations to brief **$323.00**

Why didn't The Plaintiff drove to her attorney's Office instead of this Expensive Phone Call

on Page (6)

3- (01-18-2024) Call to assignment office re: has service been made, spoke with Pete, he confirmed no affidavit of service has been filed, Call to client. **$221.00**

Why are all this Expensive Calls, while all Citizens enjoys Free or Low Cost for The Phone Calls

4- (01-25-2024) Call to client re: responding to Motions **$97.75**

Why didn't The Plaintiff drove to her attorney instead of this Expensive Phone Call

on Page (12)

5- (04-25-2024) Call to client re: motion for attorneys fees, Prepared draft motion, E-mailed to client for approval **$323**

Why didn't The Plaintiff drove to her attorney's Office instead of this Expensive Phone Call

So, The Total Phone Calls Costs are: $1,168.75

==========

6- Many Unmatching Costs from Plaintiff's Attorney Related to his Zoom meeting

on Page (6)

1- (01-26-2024) Contempt Pre-hearing with Abbie Cohen, Cohen advised husband he needs to have show cause order re-issued and have client served. **$42.50**

What kind of work did the plaintiff's attorney made at this Zoom meeting!!!!

on Page (10)

2- (03-22-2024) Zoom Pre-hearing conference, Arabic interpreter was not present **$182.75**

What kind of work did the plaintiff's attorney made at this Zoom meeting!!!!

So, The Total Zoom Meeting Costs are: $225.25

==========

Objection

1- Unmatching Costs that are Related to Plaintiff's Attorney Reviews

The average cost for The Review is $95

So, There are Five (5) Overpriced Costs for The amount Of:

1- $454.75 on (01-19-2024) on (Page 6)

2- $195.50 on (01-22-2024) on (Page 6)

3- $344.25 on (02-15-2024) on (Page 8)

4- $153.00 on (03-05-2024) on (Page 10)

5- $148.75 on (04-05-2024) on (Page 12)

So, The total amount of these overpriced Reviews = $1,296.25

The Fair Price for those Five (5) reviews = 5 x $95 = $475

Plaintiff's Attorney charged for those Five (5) reviews above average by = $1,296.25 - $475 = $821.25

2- Unmatching Costs that are Related to Plaintiff's Attorney Preparations

The Average Cost for The Review is $125

So, There are Four (4) Overpriced and Unknown Costs for The amount Of:

1- $1,079.50 on (12-05-2023) on (Page 4)

2- $127.50 on (02-05-2024) Prepared response to M (What did you mean by M) (Page 8)

3- $114.75 on (02-19-2024) Prepared Response to Motion (What Kind of That Motion) (Page 8)

4- $131.75 on (04-29-2024) Prepared Exhibits to Motion for Attorney's' Fees, E-Filed (Page 12)

Do you charge your clients to prepare the fees?

So, The total amount of these overpriced Preparations = $1,453.50

The Fair Price for those Four (4) Preparations = 4 x $125 = $500

Plaintiff's Attorney charged for those Four (4) reviews Above Average by $1,453.50 - $500 = $953.50

3- Unmatching Costs that are Related to Plaintiff's Attorney Research

The Average Cost for The Research is $200

So, There is One (1) Overpriced Cost for The amount Of:

1- $420.75 on (11-27-2023) Researched Acquiescence as a defense to an appeal (Page 2)

So, The total amount of this overpriced Research = $420.75

The Fair Price for that One (1) Research = 1 x $200 = $200

Plaintiff's Attorney charged for that One (1) Research Above Average by $420.75 - $200 = $200.75

4- Unmatching Costs that are Related to Plaintiff's Attorney Respond

The Average Cost for The Respond is $125

So, There are Two (2) Overpriced Costs for The amount Of:

1-$1,462 on (12-11-2023) Responded to client re: Amended Petition for Contempt, Continued work on Reply Brief (Page 4)

2- $165.75 on (04-20-2024) Responded to client's E-mail re: keeping father informed of medical issues with the children (Page 12)

No one told The Defendant anything about these Medical issues and (what are these medical issues???)

So, The total amount of this overpriced Respond = $1,627.75

The Fair Price for those Two (2) Responses = 2 x $125 = $250

Plaintiff's Attorney charged for these Two Responses Above Average by $1627.75 - $250 = $1,377.75

==========

5- Unmatching Costs that are Related to Plaintiff's Attorney Calls

The Average Cost for The Call is $0.25 per minute

So, The Average Cost for One Hour Call = 60 x $0.25 = $15

So, if Plaintiff called her Attoeny for Two (2) hours The Total Cost = $30

There are Five (5) Overpriced Costs for The amount Of:

1- $204 on (11-28-2023) Call to the client to discuss Appellant's brief (Page 2)

2- $323.00 on (12-12-2023) Call to the client, she approved the draft of the Brief, Made final revisions and annotations to the brief (Page 4)

3- $221.00 on (01-18-2024) Call to assignment office re: service has been made, spoke with Pete, he confirmed no affidavit of service has been filed, Call to client. (Page 6)

4- $97.75 on (01-25-2024) Call to client re: responding to Motions (Page 6)

5- $323 on (04-25-2024) Call to client re: motion for attorneys fees, Prepared draft motion, E-mailed to client for approval (Page 12)

Why didn't The Plaintiff drive to her Attorney's Office instead of this Expensive Phone Call

So, The total amount of these overpriced Phone Calls = $1,168.75

The Fair Price for these Five (5) Calls = 5 x $30 = $150

Plaintiff's Attorney charged for these Five (5) Calls Above Average by $1,168.75 - $150 = $1,018.75

==========

6- Unmatching Costs that are Related to Plaintiff's Attorney Zoom meetings

The Average Cost for The Zoom meeting is FREE

So, There are Two (2) Overpriced Costs for The amount Of:

1- $42.50 on (01-26-2024) Contempt Pre-hearing with Abbie Cohen, Cohen advised the husband needs to have the show cause order re-issued and have the client served. (Page 6)

2- $182.75 on (03-22-2024) Zoom Pre-hearing conference, Arabic interpreter was not present (Page 10)

What kind of work did the plaintiff's attorney make at this Zoom meetings!!!!

So, The total amount of these overpriced Zoom Meetings = $225.25

The Fair Price for these Two (2) Zoom Meetings are FREE

Plaintiff's Attorney charged for these Two (2) Zoom Meetings Above Average by $225.25

==========

Plaintiff's Attorney charged his Client Above The Average for The Following Six (6) Tasks:

(1) He Charged for Five (5) reviews above average by = $1,296.25 - $475 = $821.25

(2) He Charged for Four (4) reviews Above Average by $1,453.50 - $500 = $953.50

(3) He Charged for One (1) Research Above Average by $420.75 - $200 = $200.75

(4) He Charged for Two (2) Responses Above Average by $1627.75 - $250 = $1,377.75

(5) He Charged for Five (5) Calls Above Average by $1,168.75 - $150 = $1,018.75

(6) He Charged for Two (2) Zoom Meetings Above Average by $225.25

Then The Total Charges of Plaintiff's Attorney charged his Client Above The Average

= $821.25 + $953.50 + $200.75 + $1,377.75 + $1,018.75 + $225.25 = $4,597.25

So, The Total Above The Average Costs from Plaintiff's Attorney is $4,597.25

That The Plaintiff wants to Steal Defendant's share at the marital house

in the form of The Plaintiff's Attorney's Overpriced Fees of ($7,784.30)

The Fair Costs that Defendant Should Pay = ($7,784.30) - ($4,597.25) = $3,187.05

Defendant is asking this Court to Pay Fair Costs for Plaintiff's Attorney's Fees which are $3,187.05

LEGAL ARGUMENT

- Under Maryland law, "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." **Md. Gen. Provi. 1-341(a).**

- This rule effectively operates as "a mechanism to place 'the wronged party in the same position as if the offending conduct had not occurred'"

***Christian v. Maternal-Fetal Med. Assocs. of Md., LLC*, 459 Md. 1, 19 (2018)(citing *Major v. First Virginia Bank-Central* Md., 97 Md. App. 520, 530 (1993)).**

- In order to impose sanctions under **Rule 1-341(a),** a court must "make an explicit finding that a party conducted litigation either in bad faith or without substantial justification." ***URS Corp. v. Fort Myer Constr. Corp.*, 452 Md. 48, 72 (2017),**

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, Plaintiff acted in bad faith by taking advantage of Defendant'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 Defendant his share of the value of the marital home.

ATTACHED EXHIBITS

1-(Exhibit-1) Plaintiff's Attorney's Fees

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To Reduce The Overpriced Appeal's costs that assessed to Defendant,

By The Appellate Court of Maryland For a Reasonable Appeal's Cost due to Defendant's Sickness, Homelessness and Struggling under Poverty Level.

By removing all unnecessary Costs towards The Defendant

The Defendant is asking The Honorable Circuit Court of Baltimore County,

The Defendant To Pay a Fair Costs for Plaintiff's Attorney's Fees which is $3,187.05

2- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Certificate of Service

I certify that on 10-15-2024 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing to:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204 jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

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929-616-6862

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Pro Se Defendant

E-FILED; Baltimore County Circuit Court
Docket: 1/17/2025 3:52 PM; Submission: 1/17/2025 3:52 PM
Envelope: 19593315

IN The Circuit Court of Baltimore County

Circuit Court Case Number:

C-03-FM-21-000945

Date: 01-17-2025

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Reply Motion to Plaintiff's Supplemental Motion for Attorneys' Fees

The Defendant as Sick and Homeless Person without any Legal Representation

The Defendant lost The Majority of his marital legal Assets and Funds including his Retirement and 401K benefits within The Marital Settlement Agreement due to his mental health conditions.

So, The Defendant is Praying and asking for some Mercy from The Honorable Circuit Court of Baltimore County To apply The Spirit of Law on The Defendant.

First of all, The Plaintiff's Attorney's Fees are divided into Two Parts

(1) First Part Plaintiff's Attorney's Fees that are related to Appellate Court of Maryland of $7,784.30

That was issued on 12-03-2024

And marked under The Title ((Lynn, Allison (Appeal))) on 2nd Page. **(EXHIBIT-1)**

The Plaintiff's Attorney had a Court order from The Appellate Court of Maryland related to The amount of **$7,784.30**

Which is considered as an excessive amount, **(EXHIBIT-2)**

And The Defendant Submitted a Motion regarding these Plaintiff's Attorney's Fees

Under The Title **((Defendant's Reply Motion to Plaintiff's Motion for Attorney's Fees))** that was on 10-15-2024

This Motion Got Stamped by The Honorable Circuit Court of Baltimore County by **((NOTED)) (EXHIBIT-3)**

At this Motion The Defendant asked this Court,

To Reduce Plaintiff's Attorney's Fees from **$7,784.30 To $3,187.05**

==========

(2) Second Part Plaintiff's Attorney Increased his Fees without any Court orders to $12,329.30

Which means that The Plaintiff's Attorney increased his Fees by **$4,545** without any Court orders.

These Attorneys' Fees of **$4,545** are Not related to The Appellate Court of Maryland.

And Plaintiff's Attorney doesn't have any Court orders or didn't grant for of these Extra Fees of **$4,545**

Either from The Appellate Court of Maryland or from The Honorable Circuit Court of Baltimore County.

So, The Plaintiff's Attorney doesn't have any Court orders related to The Recent Extra fees of **$4,545**

Which is considered as kind of manipulation with the Plaintiff to Steal Defendant's Marital share at The Marital House.

==========

So, The Plaintiff's Attorney Can Not update or increase any Attorney's Fees that he submitted before without any court order either from The Appellate Court of Maryland or The Honorable Circuit Court of Baltimore County.

==========

If The Honorable Circuit Court of Baltimore County will award the Plaintiff's Attorney to update and increase The Attorney's Fees from **$7,784.30** to **$12,329.30**

Based on that The Defendant is asking The Honorable Circuit Court of Baltimore County,

To award the Defendant as well as a kind of relief:

By allowing The Defendant to make a new appraisal for the Marital House based on The Current Year prices of 2025

Because if The Plaintiff intended to sell the marital house Now then she will sell it based on the current price of 2025

==========

The Defendant is Praying for Some Reliefs

(1) The Defendant is Praying and asking This Honorable Court for a Relief

1- If The Honorable Circuit Court of Baltimore County will allow The Plaintiff's Attorney to increase The Attorneys' Fees from **$7,784.30** to **$12,329.30**

As a kind of Relief, The Defendant is asking The Honorable Circuit Court of Baltimore County,

To allow The Defendant to:

Award the Defendant as well as a kind of Relief:

By allowing The Defendant to make a new appraisal for the Marital House based on The Current Year prices of 2025

Because if The Plaintiff intended to sell the marital house Now then she will sell it based on the current price of 2025

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim

is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To approve this Defendant's Reply Motion to Plaintiff's Supplemental Motion for Attorneys' Fees.

2- To deny Plaintiff's Attorney Supplemental Motion for Attorneys' Fees of **$12,329.30** on 01-16-2025.

3- To allow Defendant to make a New appraisal for Marital House based on Current Year price of 2025

4- To Reduce the Overpriced Appeal's costs that assessed to Defendant By Appellate Court of Maryland

For a Reasonable Appeal's Cost due to Defendant's Sickness, Homelessness,

And Struggling Under Poverty Level By removing all unnecessary Costs towards The Defendant,

The Defendant is asking This Court to Pay a Fair Costs for Plaintiff's Attorney's Fees which is **$3,187.05**

5- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 01-17-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

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Pro Se Defendant

E-FILED; Baltimore County Circuit Court
Docket: 1/24/2025 4:06 PM; Submission: 1/24/2025 4:06 PM
Envelope: 19683274

IN The Circuit Court of Baltimore County

Circuit Court Case Number:
C-03-FM-21-000945
Date: 01-24-2025

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Second (2nd) Defendant's Reply Motion To Plaintiff's Supplemental Motion For Attorneys' Fees to Go with The Envelope Number: 19567294

The Defendant is Praying and Asking The Honorable Circuit Court of Baltimore County that is representing God's justice on Earth to apply The Spirit of Law at The Defendant by either waive or reduce The Plaintiff's Attorney's Fees
Due to Defendant's Mental Sickness and Lack of his Legal Representation.

In Maryland, attorney's fees in family law cases, including those assessed against a party, are primarily governed by **Maryland Rule 2-703** and **Maryland Family Law Article § 12-103**. The decision to award, waive, or reduce attorney's fees involves judicial discretion, and a court will carefully weigh the statutory factors and equitable considerations.

(1)- Defendant's Mental Capacity as a Factor

If the defendant lacked the mental capacity at the time the fees were assessed or the case was litigated, it could significantly influence the court's decision.
Key considerations To The Honorable Circuit Court of Baltimore County would evaluate include:

1- Proof of Mental Incapacity:

The defendant is providing a clear and convincing evidence of his lack of mental capacity, Such as medical records, Psychiatric and Neurologist evaluations.
The court will assess whether the defendant's mental incapacity impaired his ability to understand, participate in, or defend himself in the proceedings.

2- Good Faith of The Plaintiff and Plaintiff's Attorney:

If the Plaintiff or her attorney knew or should have known about the Defendant's mental incapacity, this court may question the fairness of assessing full attorney's fees.
Any signs of overreach or bad faith could lead to a reduction or waiver of fees.

3- Ability to Pay:

Maryland courts consider the financial resources of both parties.

under **Family Law Article § 12-103.**

If the Defendant's mental incapacity is coupled with financial inability,

This court might reduce or waive the attorney's fees to avoid undue hardship.

4- Fairness and Reasonableness of Fees:

Courts are obligated to ensure that fees are reasonable and justified.

The court may scrutinize the Plaintiff's Attorney's fees for reasonableness.

under **Maryland Rule 2-703,**

Especially if the Defendant's mental incapacity rendered the litigation more complex or one-sided.

5- Equity and Public Policy:

Maryland courts aim to ensure that all parties are treated equitably, particularly when vulnerable individuals are involved. Public policy discourages punishing individuals who lacked the capacity to understand or control the litigation process.

==========

(2)- Likely Outcomes:

1- Complete Waiver of Fees:

If this Honorable Court finds that the Defendant's mental incapacity made it fundamentally unjust, To assess Attorney's fees, it might waive the fees entirely.

2- Reduction of Fees:

This Honorable Court may reduce the fees if it determines that a full assessment would be Excessive or inequitable, taking into account the Defendant's Mental capacity and Financial situation.

3- Equitable Adjustment:

This Honorable Court could require the Plaintiff to bear some or all of their own attorney's fees, if the Defendant's mental incapacity played a significant role in the proceedings.

(3)- The Defendant's Evidence of his Mental Incapacity:

In this case, since Defendant lacked the mental capacity Before and After signing The Marital Settlement Agreement till Present.

So, This Honorable Court should take in Consideration all Plaintiff's Attorney's Fees that assessed toward the Defendant at this Case.

In fact, the Defendant was in process for his Social Security Income (SSI), **(Exhibit-1)**

Before the time of signing The Marital Settlement Agreement,

And the Defendant got approved for his (SSI) in February 2024 due to his Mental Incapacity

Also, The Defendant was Not qualified to claim his Social Security Disability Insurance (SSDI) due to being unable to keep any stable job for the last Twenty (20) years due to mental illness.

The Defendant was receiving mental health treatment in his native Egypt in 2019,And had suffered the loss of several Family members that negatively impacted his mental health.

The Defendant is Suffering from Mental Incapacity in Forms of:

1- Based on Medical Report from Defendant's Neurologist on 05-09-2023 (Exhibit-2)

The Defendant was diagnosed by his Neurologist with:

- Attention Deficit Hyperactivity Disorder (ADHD)
- Memory Impairment, Memory impairment
- R41.3 (Primary) Likely secondary to significant depression.
- Overwhelming stressors.
- 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

The Defendant was prescribed of (Concerta Extended Release 18 mg),

Before signing The Marital Settlement Agreement till Present.

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 information and 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) Blurting out responses & interrupting others.

(10) Impulsivity which is acting without thinking, having difficulty with self-control, Mood swings, irritability, and a quick temper.

2- Based on The Treatment letter from Phoenix Mental Health Services (Exhibit-3)

The Defendant 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):

(1) Cognitive function: Difficulty concentrating, Remembering, or Making decisions

(2) Feeling sad, Anxious, Empty, Hopeless, and Pessimistic.

(3) Feelings of Guilt, Worthlessness, Helplessness, and irritability.

(4) Slowing down of Physical activity, Speech, Thinking, and increased restlessness.

3- Based on Medical Report from Defendant's Psychiatrist on 03-21-2023 (Exhibit-4)

Before signing The Marital Settlement Agreement The Defendant was diagnosed by Severe Depression and Social Anxiety by Defendant's Psychiatrist on 03-21-2023

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, and feeling slowed down.
(6) Having difficulty sleeping, waking up too early, or oversleeping

Symptoms of Social Anxiety:

(1) Difficulty Concentrating: Negative thoughts, an urge to flee situation, hard to focus or concentrate on tasks due to worry.
(2) Excessive Worry: Persistent & overwhelming 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 activities or social interactions.
(5) Feeling tired or fatigued frequently, even without engaging in physically exhausting activities.
(6) Irritability: Feeling easily agitated, irritable, or having a low tolerance for frustration.
(7) Muscle Tension: Experiencing muscle tension, often in the form of tightness in the muscles, jaw clenching, or muscle aches.

4- Based on Medical Report from Defendant's Neuropsychiatrist in Egypt on 06-07-2022

The Defendant 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 **(Exhibit-5)**

5- Great Proofs that Defendant was and Still Mentally Sick Before and After The MSA

1-The Defendant got approved to claim his Supplemental Security Income (SSI),
From The Social Security Department due to his mental disability.
The Defendant applied for his (SSI) on September 2022 Before the trial that was on 05-25-2023

The Defendant was in processing for his (SSI) for the whole year of 2023 till he got approved for his (SSI) In February -13-2024 **(Exhibit-1)**

2- Due to Defendant's Mental Incapacity 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 Defendant was Not qualified to claim his Social Security Disability Insurance (SSDI)
Because The Defendant 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 Defendant 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)

5- Due to The Defendant's Mental Incapacity, he was approved for MTA Mobility which provides transportation for Americans with disabilities on 01-09-2023. **(Exhibit-6)**

6- Due to The Defendant's Mental Incapacity, he was under the supervision of a psychiatrist doctor in Egypt before the trial in 2019

(4)- The Defendant's Evidence of his Financial Hardship:

1- The Defendant was Not able to pay back all his Credit Cards debt to Bank of America,

Which is ($16,673.36) **(Exhibit-7)**

So, The Defendant is suffering Now from:

- Bank of America shut down and closed All Defendant's Credit Cards.

- The Accumulation of Defendant's Debt's Interest.

- Transferring Defendant's Debt to the Collection Department.

- Dropping Defendant's Credit Score to Poor and Losing all Banks' Trust.

2- The Defendant was Not able to pay back his loan of ($6,500) to Marble Law for his Attorney Mr. Florian Tabaku.

3- Since The trial on 05-24-2023, The Defendant was Not able to Hire any Attorney to represent

The Defendant with his Appeal at The Appellate Court of Maryland,

Or to represent The Defendant at front of The Honorable Court of Baltimore County.

==========

(5)- The Plaintiff is Supposed to Respect the intelligence of This Court

1- The Defendant is a Mentally sick person.

2- The Defendant doesn't have any lawyer to represent him.

3- English is Not The first language of The Defendant

4- This is the First divorce case for the Defendant while on the other hand it is considered as

The Second (2nd) divorce case for the Plaintiff.

5- The Defendant didn't push the Plaintiff to hire any attorney.

Based on the previous Five (5) reasons The Plaintiff has more Power and experience for

divorce cases based on her previous divorce case,

Plus The Plaintiff is a native English Speaker which gives her more advantage than the

Defendant to represent herself without any attorney as a (Pre So Plaintiff) like what The

Defendant did.

The Defendant is trying hard to get back his marital legal rights that the Plaintiff took from him through The Unfair Marital Settlement Agreement which are:

Due to The Unfair Marital Settlement Agreement the Defendant Lost:

1- The Defendant Lost To get at least shared legal custody.

2- The Defendant Lost His Marital Legal rights to ask for an Alimony.

3- The Defendant Lost His Marital Legal share in The Retirement Account and 401K.

4- Defendant Lost His Marital share of ($90,000) down payment of Marital house (129 Hollow Brook Rd)

5- Defendant Lost his Marital share at Virginias' House (1724 Mathews Ter Portsmouth, 23704)

The Plaintiff was paying Mortgage of that house from The Marital Funds for Twelve (12) years

And Defendant was paying Property Taxes jointly with Plaintiff for 10 years from 2011 to 2023

Which make This Virginias' House to become **Part Marital** and **Part Non-Marital.**

6- The Defendant Lost His Marital share at The Marital Car (Toyota Corolla Rav4 Silver Color)

That Plaintiff Sold and liquidated while Defendant was traveling outside the United States.

7- The Defendant Lost His Marital share of All Marital funds that were accumulated in Plaintiff's private bank accounts during the marriage from 2011 to 2023.

8- Now, The Defendant is a Sick and Homeless Person,

While The Plaintiff is Making more than $120,000 annually and Own Two Houses,

Plus a New Car, Plus She has all The Marital Funds,

That were accumulated at her private Bank accounts for The Last Twelve (12) years,

From 2011 to 2023

By Taking an advantage of The Defendant's Sickness and Homelessness Conditions

Attached Exhibits:

1- (EXHIBIT-1) Defendant's approval letter from social security Dept to claim his (SSI)

2- (EXHIBIT-2) The Defendant's Medical Report from his Neurologist on 05-09-2023

3- (EXHIBIT-3) The Defendant's Treatment letter from Phoenix Mental Health Services.

4- (EXHIBIT-4) The Defendant's Medical Report from his Psychiatrist on 03-21-2023

5- (EXHIBIT-5) The Defendant's Medical Report from his Neuropsychiatrist in Egypt.

6- (EXHIBIT-6) The Defendant's approval letter from MTA Mobility.

7- (EXHIBIT-7) The Defendant's Total Credit Cards Debt of ($16,673.36) to Bank of America.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim

is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To approve this Second (2nd) Defendant's Reply Motion To Plaintiff's Supplemental Motion for Attorneys' Fees

2- To Deny Plaintiff's Attorney Supplemental Motion for Attorneys' Fees **of ($12,329.30)** on 01-16-2025.

3- To Waive or Reduce the Plaintiff's attorney's Overpriced Appeal's Fees of **($12,329.30),**

That assessed to Defendant by Appellate Court of Maryland For a Reasonable Appeal's Cost due to

Defendant's Sickness, Homelessness, and Struggling Under Poverty Level,

By removing all Unnecessary Costs towards The Defendant,

4- The Defendant is asking This Court to Pay Fair Costs for Plaintiff's Attorney's Fees which is **$3,187.05**

By considering the Defendant's mental incapacity and Defendant's Financial Hardship.

5- To allow The Defendant to Make a New appraisal for the Marital House in Maryland,

Based on The Current Year prices of 2025,

Because if The Plaintiff intended to sell the marital house Now,

Then she will sell it based on the current price of 2025

6- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 01-24-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

E-SERVED Baltimore County Circuit Court 2/27/2025 1:43 PM System SystemEnvelope:20152533
E-FILED; Baltimore County Circuit Court
Docket: 2/26/2025 5:40 PM; Submission: 2/26/2025 5:40 PM
Envelope: 20152533

DENIED

Judge Nancy M. Purpura
02/27/2025 1:08:32 PM

Entered: Clerk, Circuit Court for Baltimore County, MD
February 27, 2025

1 (Appendix-42-C)

IN The Circuit Court of Baltimore County

clerk to send copy to all parties (2/27/25 atg)

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

Date: 02-26-2025

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Motion To Shorten Time for Responses of This Court for The Most Recent Three (3) Submissions

- Comes Now, The Defendant Mohamed A. Ibrahim, Respectfully moves this Court to know the results of The Last Three (3) Submissions that have been passed (18) days which are:

1- Defendant's Motion for Order Permitting New Appraisal of Marital Home Based on This Year Price of 2025;
- Envelope Number: **19705470 (Exhibit-1)**

2- Motion Regarding Plaintiffs Breach to The Marital Settlement Agreement Based on Page (17) Clause (F);
- Envelope Number: **19764754 (Exhibit-2)**

3- Correspondence Regarding Defendant's Denial For Hearing of The Petition for Contempt on 01-14-2025;
- Envelope Number: **19923400 (Exhibit-3)**

1- Defendant's Motion for Order Permitting New Appraisal of Marital Home Based on 2025;

- Envelope Number: **19705470 (Exhibit-1)**

1- This Motion is brought pursuant to **Maryland Rule 2-311**
And applicable Maryland law governing the equitable distribution of marital property.

The Plaintiff has failed to comply with the terms of the parties' Marital Settlement Agreement (Hereinafter "MSA"), dated May 24, 2023,
Specifically concerning the Appraisal and Equitable distribution of the marital home's equity.
(Page Six (6) of (18))

To ensure fairness and justice, the Defendant seeks an updated appraisal of the marital home To reflect its current market value of this year 2025.

Because if The Plaintiff intended to sell the Marital House Today then she will sell it based on The current Market value of this year 2025,
Not Based on last year price of 2024 that Defendant was awarded to on 08-29-2024

2- Motion Regarding Plaintiffs Breach to The MSA Based on Page (17) Clause (F):

- Envelope Number: **19764754 (Exhibit-2)**

(A) Clause Analysis

Page (16), Letter (F) Stands for **Indemnification in Case of Breach**:

The Clause (F) Specifies that:

Any party who Fails to Comply with The 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.

The Purpose of That Clause (F):

To ensure compliance by imposing Financial Consequences for Breaches.

Enforceability in Maryland Law: Such clauses are generally enforceable if they are:

1- Specific and clear in their terms.
2- Not Contrary to Public policy.
3- Potential Weaknesses:
4- Ambiguity:
Terms like "financially whole" and "hold harmless" may be deemed overly broad.
5- Unconscionability:
If enforcing the clause creates undue hardship, it may be invalidated.
6- Conflict with Maryland Public Policy:
Family law prioritizes equitable outcomes, and overly punitive clauses may be rejected.

(B) Breach of Contract Evaluation - **1- Breach Details:**

The Plaintiff (Wife) Failed to comply with Page 6, which required an appraisal of the marital home and Payment of 40% of the equity to the Defendant (Husband) within 60 days.
This obligation has been unfulfilled for over two years (05/24/2023 to present).

2- Criteria for Breach Under Maryland Law:

A- Existence of a Valid Agreement: The MSA is valid and signed by both parties.
B- Non-Performance of Obligations: Plaintiff failed to perform her obligation to appraise the home and distribute equity.
C- Damages: Defendant has suffered financial harm due to delayed compensation.

3- Evaluation:

The Plaintiff's Non-compliance constitutes a material breach.
Under Maryland law, a Material Breach may render specific clauses unenforceable if they depend on mutual adherence to the agreement.

(C) Grounds for Challenging Enforceability

Maryland courts may invalidate Parts or All The agreement if they are:

1- Unconscionable: Clauses that impose disproportionate penalties are subject to challenge.

2- Contrary to Public Policy:

Overly punitive indemnification clauses conflict with Maryland's equitable approach in family law.

3- Invalidated by a Material Breach:

The Plaintiff's failure to perform key obligations undermines her ability to enforce Clause (F).

4- Application to This Case:

The Plaintiff's extended breach weakens her ability to invoke Clause (F) for protection.

(D) The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions

1- The Plaintiff's Appraisal for the Marital House was on 05-26-2023

2- The Defendant respected The Terms and Conditions of The MSA and waited Sixty (60) days After Plaintiff's appraisal and Got Nothing.

3- Because Defendant was supposed to get his Marital Share of Forty Percent (40%),
On July 25th, 2023 (07-25-2023) which is Sixty (60) days after Plaintiff's appraisal.

4- Defendant Filed for his Appeal at Appellate Court of Maryland on (08-02-2023)
That was after waiting for Sixty-Seven days (67) days from Plaintiff's Appraisal.

5- That means The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions,
And The Plaintiff's Action is considered as a Breach to The MSA Terms and Conditions.

(E) Legal Strategy:

1- The Clause (F) Enforceability is Voided by the Plaintiff's Material Breach:
Due to the inequitable delay in distributing marital home equity for Two (2) years from Plaintiff's side.

2- The Defendant is Requesting to Reopen The Discovery:
By Presenting All records that showing the Plaintiff's efforts,
(or lack thereof) to comply with the appraisal and equity distribution obligations.

3- The Evidence of The Financial Harm Caused to Defendant Due to Plaintiff's Breach:
Due to the Plaintiff's Non-performance to support claims of inequity and unclean hands.
The Defendant had lots of Economic and Financial Damages in form of:
A- The Defendant was Not able to pay back all his Credit Cards debt to Bank of America,
Which is ($16,673.36) So, The Defendant is suffering Now from Bank of America shut down and closed All Defendant's Credit Cards.
Which led to The Accumulation of Defendant's Debt's Interest and Transferring Defendant's Debt to the Collection Department resulted in Dropping Defendant's Credit Score to Poor & Losing Banks' Trust.

B- The Defendant was Not able to pay back his loan of ($6,500) to Marble Law for his Attorney Mr. Florian Tabaku

C- Since The trial on 05-24-2023, The Defendant was Not able to Hire any Attorney to represent The Defendant with his Appeal at The Appellate Court of Maryland,
Or to represent The Defendant at front of The Honorable Court of Baltimore County.

D- The Defendant was a Homeless Person for Two (2) Years without any source of income.

4- The Plaintiff's Ambiguities:
Challenge the broad and vague language of Clause (F), arguing it lacks clarity necessary for enforceability.

5- The Defendant is asking This Honorable Court for an Equitable Relief:
The Defendant is Requesting from this Honorable court,
The intervention to Enforce specific performance for the equity distribution and New appraisal of The Marital House based on this Year of 2025.

3-Correspondence regarding defendant's denial for Hearing of Petition for Contempt on 1-14-2025;

- Envelope Number: **19923400 (Exhibit-3)**

The Plaintiff is Falling Under The Breach to The Marital Settlement Agreement Terms and Conditions

Based on Page (16), Letter (F) of The MSA that Stands for Indemnification in Case of Breach:

Plaintiff is Falling Under The Breach of The MSA based on Page (16), Clause (F) Specifies that:

Any Party who Fails to Comply with The 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, The Plaintiff's Breach is by preventing The Defendant to get his Marital share at The Marital House

Located at: (129 Hollow Brook Rd, Timonium, MD, 21093) For Two (2) Years from 05-24-2023 till Present.

What Are The Reasons of Denying Defendant's Petition for Contempt on 01-14-2025?

Based on The Family Hearing Sheet There is No Reasons of Denying Defendant's Petition for Contempt

So, The Defendant deserves some kind of Clarifications about The Reasons of Denying his Petition for Contempt against The Plaintiff on 01-14-2025.

LEGAL BASIS

Based on Maryland Law:

Relevant Maryland laws and case precedents include:

- Family Law Article § 8-105:

Maryland courts have broad discretion to adjust or void marital property agreements in cases of inequity or unconscionability.

- Huntley v. Huntley, 229 Md. App. 484 (2016):

Emphasizes equitable principles in marital property settlements.

- Ricketts v. Ricketts, 393 Md. 479 (2006):

Maryland courts recognize that material breaches by one party can render certain contract provisions unenforceable.

- Blum v. Blum, 59 Md. App. 584 (1984):

Maryland courts will invalidate clauses conflicting with public policy or fairness.

- Under **Maryland Family Law Article §8-205(a)**,
The court is empowered to value marital property as part of the equitable distribution process.

- Case law in Maryland has established that equity requires the fair market value of marital property to be considered when distributing assets.
See **Flanagan v. Flanagan, 181 Md. App. 492, 503 (2008)**.

The Defendant's request aligns with principles of equity and ensures compliance with the terms of the MSA while addressing the Plaintiff's breach.

STATEMENT OF FACTS

1- On May 24, 2023, the parties executed MSA that among other provisions required Plaintiff to:

a. Arrange for an appraisal of the marital home within thirty (30) days of the MSA's execution.

b. Provide to the Defendant, within sixty (60) days of the appraisal, forty percent (40%) of the "Gross equity" in the marital home based on the appraisal value.

2- The Plaintiff has failed to:

a. Conduct the required appraisal within the specified timeframe.

b. Pay the Defendant his Rightful forty percent (40%) share of the marital home's equity.

3- As of the date of this Motion, the Defendant has Not received any compensation for his share of the marital home's equity,
Resulting in over two years of delayed payment and financial detriment.

4- The Defendant has reason to believe that the marital home's value has appreciated significantly since 2023, further compounding the inequity caused by the Plaintiff's Non-compliance.

CONCLUSION

For the reasons stated above, The Defendant Respectfully asking this Honorable Court for:

1- For The Approval of this Motion To Shorten Time for Responses of This Court for The Most Recent Three (3) Submissions

2- For any other relief that this Court may find proper.

Respectfully Submitted,

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

116 W. Pennsylvania Ave, Towson, MD, 21204,

771-200-7066

vet333@hotmail.com

Pro Se Defendant

Certificate of Service

I certify that on 02-026-2025 I served a copy of the foregoing was sent to all parties by MDEC to:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave,

Towson, MD 21204

410-887-2139

(2) Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

410-321-8400

jhk@sgmdlaw.com

Mohamed Ibrahim ☒MDEC

Signature

***/s/* Mohamed Ibrahim**

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

(Exhibit-1)

E-FILED; Baltimore County Circuit Court
Docket: 1/27/2025 3:08 PM; Submission: 1/27/2025 3:08 PM
Envelope: 19705470

IN The Circuit Court of Baltimore County

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

Date: 01-27-2025

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Motion for Order Permitting a New Appraisal of Marital Home Based on This Year Price of 2025

COMES NOW the Defendant, [Mohamed A. Ibrahim], **Pro Se Defendant**,
Respectfully moves this Honorable Court for an Order requiring a New appraisal,
Of the marital home located at **[129 Hollow Brook Rd, Lutherville Timonium, MD, 21093]**,
To reflect its current market value in this year 2025.

In Support of this Motion, The Defendant states as follows:

Introduction:

This Motion is brought pursuant to **Maryland Rule 2-311**
And applicable Maryland law governing the equitable distribution of marital property.

The Plaintiff has failed to comply with the terms of the parties' Marital Settlement Agreement (Hereinafter "MSA"), dated May 24, 2023,
Specifically concerning the Appraisal and Equitable distribution of the marital home's equity.
(Page Six (6) of (18)) **(Exhibit-1)**

To ensure fairness and justice, the Defendant seeks an updated appraisal of the marital home
To reflect its current market value of this year 2025.
Because if The Plaintiff intended to sell the Marital House Today,
Then she will sell it based current market value of this year 2025,
Not Based on last year price of 2024 that Defendant was awarded to on 08-29-2024 **(Exhibit-2)**

LEGAL BASIS

1- Under **Maryland Family Law Article §8-205(a),**
The court is empowered to value marital property as part of the equitable distribution process.

2- Case law in Maryland has established that equity requires the fair market value of marital property to be considered when distributing assets.
See **Flanagan v. Flanagan, 181 Md. App. 492, 503 (2008)**.

The Defendant's request aligns with principles of equity and ensures compliance with the terms of the MSA while addressing the Plaintiff's breach.

STATEMENT OF FACTS

1- On May 24, 2023, the parties executed MSA that among other provisions required Plaintiff to:

a. Arrange for an appraisal of the marital home within thirty (30) days of the MSA's execution.

b. Provide to the Defendant, within sixty (60) days of the appraisal, forty percent (40%) of the "Gross equity" in the marital home based on the appraisal value.

2- The Plaintiff has failed to:

a. Conduct the required appraisal within the specified timeframe.

b. Pay the Defendant his Rightful forty percent (40%) share of the marital home's equity.

3- As of the date of this Motion, the Defendant has Not received any compensation for his share of the marital home's equity,
Resulting in over two years of delayed payment and financial detriment.

4- The Defendant has reason to believe that the marital home's value has appreciated significantly since 2023, further compounding the inequity caused by the Plaintiff's Non-compliance.

RELIEF REQUESTED

The Defendant Respectfully requests that this Honorable Court:

1- To Order a New appraisal of the marital home to be conducted by a licensed appraiser.

2- To Require the Plaintiff to Fully Cooperate in facilitating the appraisal process based current market value of this year 2025.

3- To Direct that the appraisal reflects the marital home's fair market value as of the date of the appraisal in 2025, because The new appraisal of the marital home, reflecting its 2025 market value, is necessary to ensure fairness and justice in the distribution of the marital estate

4- To Grant such other and further relief as the Court deems just and proper.

5- The Plaintiff's failure to comply with the MSA has caused significant financial harm to the Defendant and has delayed his receipt of equitable compensation.

CONCLUSION

For The Reasons stated above, The Defendant respectfully asking this Honorable Court to:

1- To Grant this Motion.

2- To Order a new appraisal of the marital home to be conducted by a licensed appraiser.

3- To Require the Plaintiff to Fully Cooperate in facilitating the appraisal process,

Based on The current market value of this year 2025.

4- To Direct that the appraisal reflects the marital home's fair market value as of the date of the appraisal in 2025, because The new appraisal of the marital home, reflecting its 2025 market value, is necessary to ensure fairness and justice in the distribution of the marital estate.

5- To Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim

***/s/* Mohamed Ibrahim Pro Se Defendant,**

116 W. Pennsylvania Ave, Towson, MD, 21204,

771-200-7066

vet333@hotmail.com

Pro Se Defendant

Certificate of Service

I Certify that on 01-27-2024 (date) I served a copy of the foregoing was sent to all parties by MDEC to:

1-The Circuit Court of Baltimore County:

401 Bosley Ave

Towson, MD, 21204

2-Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204 jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

(Exhibit-2)

E-FILED; Baltimore County Circuit Court
Docket: 1/30/2025 1:36 PM; Submission: 1/30/2025 1:36 PM
Envelope: 19764754

IN The Circuit Court of Baltimore County

Circuit Court Case Number:
C-03-FM-21-000945
Date: 01-30-2025

Allison L. Lynn: The Plaintiff
Vs.
Mohamed A. Ibrahim: The Defendant

Motion Regarding Plaintiff's Breach to The Marital Settlement Agreement Based on Page (16) Clause (F).

(1) Clause Analysis

Page (16), Letter (F) Stands for **Indemnification in Case of Breach**: **(Exhibit-1)**

The Clause (F) Specifies that:
Any party who Fails to Comply with The 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.

The Purpose of That Clause (F):
To ensure compliance by imposing Financial Consequences for Breaches.

Enforceability in Maryland Law:
Such clauses are generally enforceable if they are:

1- Specific and clear in their terms.

2- Not Contrary to Public policy.

3- Potential Weaknesses:

4- Ambiguity:
Terms like "financially whole" and "hold harmless" may be deemed overly broad.

5- Unconscionability:
If enforcing the clause creates undue hardship, it may be invalidated.

6- Conflict with Maryland Public Policy:
Family law prioritizes equitable outcomes, and overly punitive clauses may be rejected.

(2) Breach of Contract Evaluation - **1- Breach Details:**

The Plaintiff (Wife) Failed to comply with Page 6, which required an appraisal of the marital home and payment of 40% of the equity to the Defendant (Husband) within 60 days.
This obligation has been unfulfilled for over two years (05/24/2023 to present).

2- Criteria for Breach Under Maryland Law:

A- Existence of a Valid Agreement: The MSA is valid and signed by both parties.

B- Non-Performance of Obligations: Plaintiff failed to perform her obligation to appraise the home and distribute equity.

C- Damages: Defendant has suffered financial harm due to delayed compensation.

3- Evaluation:

The Plaintiff's Non-compliance constitutes a material breach.
Under Maryland law, a Material Breach may render specific clauses unenforceable if they depend on mutual adherence to the agreement.

(3) Grounds for Challenging Enforceability

Maryland courts may invalidate Parts or All The agreement if they are:

1- Unconscionable: Clauses that impose disproportionate penalties are subject to challenge.

2- Contrary to Public Policy:

Overly punitive indemnification clauses conflict with Maryland's equitable approach in family law.

3- Invalidated by a Material Breach:

The Plaintiff's failure to perform key obligations undermines her ability to enforce Clause (F).

4- Application to This Case:

The Plaintiff's extended breach weakens her ability to invoke Clause (F) for protection.

(4) The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions

1- The Plaintiff's Appraisal for the Marital House was on 05-26-2023 **(Exhibit-2)**
2- The Defendant respected The Terms and Conditions of The MSA and waited Sixty (60) days After Plaintiff's appraisal and Got Nothing.
3- Because Defendant was supposed to get his Marital Share of Forty Percent (40%), On July 25th, 2023 (07-25-2023) which is Sixty (60) days after Plaintiff's appraisal.
4- Defendant Filed for his Appeal at Appellate Court of Maryland on (08-02-2023) **(Exhibit-3)** That was after waiting for Sixty-Seven days (67) days from Plaintiff's Appraisal.
5- That means The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions, And The Plaintiff's Action is considered as a Breach to The MSA Terms and Conditions.

(5) Legal Strategy:

1- The Clause (F) Enforceability is Voided by the Plaintiff's Material Breach:

Due to the inequitable delay in distributing marital home equity for Two (2) years from Plaintiff's side.

2- The Defendant is Requesting to Reopen The Discovery:

By Presenting All records that showing the Plaintiff's efforts,
(or lack thereof) to comply with the appraisal and equity distribution obligations.

3- The Evidence of The Financial Harm Caused to Defendant Due to Plaintiff's Breach:

Due to the Plaintiff's Non-performance to support claims of inequity and unclean hands.
The Defendant had lots of Economic and Financial Damages in form of:

A- The Defendant was Not able to pay back all his Credit Cards debt to Bank of America,
Which is ($16,673.36) So, The Defendant is suffering Now from Bank of America shut down and closed All Defendant's Credit Cards.
Which led to The Accumulation of Defendant's Debt's Interest and Transferring Defendant's Debt to the Collection Department which resulted in Dropping Defendant's Credit Score to Poor and Losing all Banks' Trust.

B- The Defendant was Not able to pay back his loan of ($6,500) to Marble Law for his Attorney Mr. Florian Tabaku

C- Since The trial on 05-24-2023, The Defendant was Not able to Hire any Attorney to represent The Defendant with his Appeal at The Appellate Court of Maryland,
Or to represent The Defendant at front of The Honorable Court of Baltimore County.

D- The Defendant was a Homeless Person for Two (2) Years without any source of income.

4- The Plaintiff's Ambiguities:

Challenge the broad and vague language of Clause (F), arguing it lacks clarity necessary for enforceability.

5- The Defendant is asking This Honorable Court for an Equitable Relief:

The Defendant is Requesting from this Honorable court,
The intervention to Enforce specific performance for the equity distribution and New appraisal of The Marital House based on this Year of 2025.

(6) Based on Maryland Law:

Relevant Maryland laws and case precedents include:

Family Law Article § 8-105:

Maryland courts have broad discretion to adjust or void marital property agreements in cases of inequity or unconscionability.

Huntley v. Huntley, 229 Md. App. 484 (2016):

Emphasizes equitable principles in marital property settlements.

Ricketts v. Ricketts, 393 Md. 479 (2006):

Maryland courts recognize that material breaches by one party can render certain contract provisions unenforceable.

Blum v. Blum, 59 Md. App. 584 (1984):

Maryland courts will invalidate clauses conflicting with public policy or fairness.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To approve this Motion for The Plaintiff's Breach to The Marital Settlement Agreement Based on Page (16) Clause (F).

2- The Defendant is asking for a Reasonable Financial compensation from The Plaintiff,
Due to Plaintiff's breach to The MSA for Two (2) years,
Which resulted to Financial and Emotional damages to The Defendant And by continued breaching The Clause (F) is considered as a kind of enforcement of unfairly penalizes the Defendant,
including accrued interest.

3- To allow The Defendant to Make a New appraisal for the Marital House in Maryland,
Based on The Current Year prices of 2025,
Because if The Plaintiff intended to sell the marital house Now,
Then she will sell it based on the current price of 2025

4- Such other and further relief as the nature of this cause may require.

Respectfully Submitted
Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim
/s/ Mohamed Ibrahim
Pro Se Defendant,
Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com

Certificate of Service

I certify that on 01-30-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim via MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

(Exhibit-3)

E-FILED; Baltimore County Circuit Court
Docket: 8/2/2023 2:41 PM; Submission: 8/2/2023 2:41 PM
Envelope: 13516251

CIRCUIT COURT FOR Baltimore County (CC) , MARYLAND
City/County

Located at 401 Bosley Ave, Towson, MD, 21204 Telephone 410-887-2139
Court Address

Case No. C-03-FM-21-000945

Allison L. Lynn
Plaintiff
129 Hollow Brook Road
Address
Lutherville, MD, 21093 757-737-1009
City, State, Zip Telephone
Allison-Lynn@cox.net
E-mail

vs.

Mohamed A. Ibrahim
Defendant
309 Redwood Circle, Westside Homeless Shelter
Address
Catonsville, MD, 21228 929-616-6862
City, State, Zip Telephone
vet333@hotmail.com
E-mail

NOTICE OF APPEAL
(Md. Rule 8-201)

NOTE: Pursuant to Maryland Rule 8-205(b), a notice of appeal in a civil case filed pursuant to Maryland Rule 8-201 must be accompanied by a Civil Appeal Information Report (Form ACM-001).
Exceptions: A Civil Appeal Information Report is not required for cases regarding Child[ren] In Need of Assistance or Supervision, termination of parental rights, juvenile delinquency, criminal conviction, habeas corpus, coram nobis, post-conviction, violation of probation, appeals by prisoners relating to their confinement, and cases where an application for leave to appeal is allowed by law.

Mohamed A. Ibrahim notes an appeal to the Appellate Court of Maryland in the
Appealing party's name
above-captioned action.

08-02-2023
Date

Mohamed Ibrahim
Signature of Appealing Party/Attorney Attorney Number

Mohamed A. Ibrahim
Printed Name

309 Redwood Circle, Westside Homeless Shelter
Address

Catonsville, MD, 21228
City, State, Zip

929-616-6862 Fax
Telephone

vet333@hotmail.com
E-mail

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

CERTIFICATE OF SERVICE

☒ MDEC

I certify that I served a copy of this notice upon the following party or parties by ☒ electronic filing ☐ hand delivery ☐ mailing first-class mail, postage prepaid on 08-02-2023 to:
Date

Timothy C. Marsheck
Name
P.O.Box 0034, Bel Air
Address
Maryland, 21014
City, State, Zip

Allison L. Lynn
Name
129 Hollow Brook Road
Address
Lutherville, MD, 21093
City, State, Zip

08-02-2023
Date

Mohamed Ibrahim
Signature of Party Serving

Mohamed A. Ibrahim
Printed Name

CC-097 (Rev. 07/01/2023)

Entered: Clerk, Circuit Court for
Baltimore County, MD
August 2, 2023

E-SERVED Baltimore County Circuit Court 8/3/2023 9:04 AM System SystemEnvelope: 13522103
E-FILED; Baltimore County Circuit Court
Docket: 8/3/2023 9:04 AM; Submission: 8/3/2023 9:04 AM
Envelope: 13522103

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

(Exhibit-3)

To: MOHAMED A. IBRAHIM
309 REDWOOD CIRCLE
WESTSIDE MEN'S EMERGENCY SHELTER FOR THE HOMELESS
CATONSVILLE, MD 21228

Case Number: C-03-FM-21-000945
Related Case Number:

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 8/2/2023

PREHEARING INFORMATION

Enclosed is a Prehearing Information Report which must be filed within the time set forth in Md. Rule 8-205. This form together with a copy of the notice of appeal must be sent to the Clerk, Appellate Court of Maryland, 361 Rowe Blvd. and Taylor Ave., Annapolis, Md 21401-1699.

Unless a copy of the transcript(s) of testimony is already on file, you must order in writing from the Court Stenographer (with a copy of that order to the Appeals Clerk of the Circuit for Baltimore County for inclusion in the record), a transcript of all testimony within the time set forth in Md. Rule 8-411.

You have a right to inspect the record in this office Monday through Friday between the hours of 8:30 and 4:30. Prior to the transmittal of the record to the Court of Special Appeals, you must deposit with this office a check or money order made payable to the Clerk, CIRCUIT COURT FOR BALTIMORE COUNTY, in the total amount of $121.00.

MT

Appeals Clerk
(410) 887-3494

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

(Exhibit-3)

E-FILED; Baltimore County Circuit Court
Docket: 2/11/2025 2:14 PM; Submission: 2/11/2025 2:14 PM
Envelope: 19923400

IN The Circuit Court of Baltimore County

401 Bosley Ave, Towson, MD 21204

Circuit Court Case Number:
C-03-FM-21-000945
Date: 02-11-2025

Allison L. Lynn: The Plaintiff

Vs.

Mohamed A. Ibrahim: The Defendant

Correspondence Regarding Defendant's Denial

For Hearing of The Petition for Contempt on 01-14-2025

To, The Honorable Judge. Nancy M. Purpura of The Circuit Court of Baltimore County

Dear Honorable Judge. Nancy M. Purpura,

As the Defendant is Pro Se in the case,

And The Plaintiff is Falling Under The Breach to The Marital Settlement Agreement Terms and Conditions

Based on Page (16), Letter (F) of The MSA that Stands for Indemnification in Case of Breach:

The Plaintiff is Falling Under The Breach of The MSA based on Page (16), Clause (F) Specifies that:

Any Party who Fails to Comply with The 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, The Plaintiff's Breach is by preventing The Defendant to get his Marital share at The Marital House

Located at: (129 Hollow Brook Rd, Timonium, MD, 21093) For Two (2) Years from 05-24-2023 till Present.

What Are The Reasons of Denying Defendant's Petition for Contempt on 01-14-2025? (Exhibit-1)

Based on The Family Hearing Sheet There is No Reasons of Denying Defendant's Petition for Contempt **(Exhibit-2)**

So, The Defendant deserves some kind of Clarifications about The Reasons of Denying his Petition for Contempt against The Plaintiff on 01-14-2025.

Thank you for your consideration,

Yours sincerely,

Mohamed A. Ibrahim, Pro Se Defendant

Mohamed Ibrahim ☒ MDEC

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To approve this Correspondence Regarding Defendant's Denial for Hearing of The Petition for Contempt on 01-14-2025

2- The Defendant deserves some kind of Clarifications about The Reasons of Denying his Petition for Contempt Against the Plaintiff on The Hearing date of 01-14-2025.

3- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,
Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com

Certificate of Service

I certify that on 02-11-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601

(Exhibit-1)

Case Number: **C-03-FM-21-000945**
Related Case Number: **ACM-REG-1097-2023; SCM-PET-0073-2024**

ALLISON LYNN VS. MOHAMED IBRAHIM

Date: 11/4/2024

ASSIGNMENT OF TRIAL OR HEARING DATE

ASSIGNED JUDGE: Judge Nancy M Purpura

HEARING DATE: January 14, 2025

TIME: 9:00 am

Rescheduled from prior date? Yes ☐ No x

TYPE OF HEARING: Contempt

COURTROOM: # 11

ESTIMATED LENGTH: 1 hour

Copy to:
Krissie Ivins, Supervisor, Criminal/Civil Assignment
Mohamed A. Ibrahim, Pro Se
Jeffrey Kreshtool, Esquire

Interpreter Needs: If an interpreter is required for this hearing and has not been previously requested, a Request must be filed at least ten (10) days prior to the hearing. Please utilize the Judiciary Forms for Interpreter Requests. (Request for Spoken Language Interpreter, Form CC-DC-041; Request for Accommodation for Sign Language Interpreter, Form CC-DC-049).

FAMILY HEARING SHEET rev 4/2/19

DATE: 1/14/25 (Exhibit-2) JUDGE: Purpura

Case Name: Allison Lynn vs. Mohamed Ibrahim

CASE NUMBER C-03-FM-21-000945

Court Reporter: ☑ Court Smart Court Clerk: MD

INTERPRETER: ☒ present ☐ needed-language type: _____ (party needs to submit Interpreter request form)

PLT/Pet.: Allison Lynn DEF/Resp: Mohamed Ibrahim

PLT/Pet. Counsel: J. Kreshtool DEF/Resp. Counsel: _____

PARTIES NOT PRESENT:

PLT/Pet: _____
☐ FTA ☐ not served

DEF/Resp: _____
☐ FTA ☐ not served

PLT/Pet: _____
☐ FTA ☐ not served

DEF/Resp: _____
☐ FTA ☐ not served

PLT/Pet: _____
☐ FTA ☐ not served

DEF/Resp: _____
☐ FTA ☐ not served

☐ CASE TRIED BEFORE THE COURT (MERITS CASE: DIVORCE)

☒ H/H in re: ☐ PENDENTE LITE (PL) ☐ SHOW CAUSE ☒ CONTEMPT ☐ CUSTODY ☐ MODIFICATION

☐ _____

☐ MOTION(s):

_____

_____

☒ Testimony Taken

☐ HEARING NOT CONCLUDED AND TO RESUME ON _____

☐ Agreement placed on the record

☐ Judge Ordered on the record case to be assigned to him/her (Clerk to assign Judge under Details tab > Case Assignment)

☐ Judgment of Divorce ☐ Granted ☐ Denied ☐ Order(s) to be submitted by: ☐ the Court | ☐ Counsel

☐ Exhibits Marked & / or Entered

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

Hearing Notes:

Δ's Petition for Contempt - Denied

_____

5

E-FILED; Baltimore County Circuit Court
Docket: 4/16/2025 2:41 PM; Submission: 4/16/2025 2:42 PM
Envelope: 20833409

DENIED (Appendix-43)

The Court lacks authority to grant the relief requested.

Clerk to send copies to all parties (4/16/2025 ntr)

Judge Nancy M. Purpura
04/15/2025 2:42:21 PM

IN The Circuit Court of Baltimore County

Entered: Clerk, Circuit Court for
Baltimore County, MD
April 16, 2025

Circuit Court Case Number:
C-03-FM-21-000945
Date: 03-19-2025

Allison L. Lynn: The Plaintiff
Vs.
Mohamed A. Ibrahim: The Defendant

Motion To Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice

COMES NOW the Defendant, Mohamed A. Ibrahim, Pro Se, Respectfully requesting this Honorable Court

To deny, waive, and permanently preclude The **Plaintiff Allison L. Lynn**

From seeking any attorney's fees for the period of **(April 24th, 2024) to (March 15th, 2025)** with Prejudice.

In support of this motion, the Defendant states as follows:

(1)- INTRODUCTION

1- The Plaintiff's Repetitive filings and withdrawals of attorney's fee requests constitute **Abusive Litigation Tactics** under Maryland law.

2- Plaintiff's Unilateral withdrawal of her attorney's fee claim on March 15, 2025, without Any Court order demonstrating lack of consistency, irrevocably waived her right to seek fees in future.

3- This Motion seeks to Enforce finality, Protect Defendant from further harassment & uphold judicial integrity.

(2)- FACTUAL AND PROCEDURAL BACKGROUND

1- April 24th, 2024: The Appellate Court of Maryland granted the Plaintiff's request for appellate costs Against the Defendant **(Exhibit 1).**

2- April 29th, 2024: The Plaintiff filed a Motion for Attorney's Fees seeking **$7,784.30** Under the Appellate Court's ruling **(Exhibit 2).**

3- January 16th, 2025: The Plaintiff filed a Supplemental Motion by increasing The demand for Attorney's Fees to **$12,329.30 (Exhibit 3).**

4- March 15th, 2025: The Plaintiff on **Saturday** that was **Weekend Before Hearing date by Three Days Voluntarily Withdrew** Her Attorney's fees request Without Any Court Order. **(Exhibit 4).**

5- March 17th, 2025: The Defendant was **Granted** for Motion for Postponement the Hearing on Plaintiff's Attorney's Fees Pending Resolution of The Supreme Court of The USA Motions **(Exhibit-5)**

So, The Plaintiff's actions have subjected the Defendant to unnecessary litigation costs and Emotional, Distress for over a year by defending against Meritless fee claims,
Which was considered as Constituting Abusive Litigation Tactics.

(3)- LEGAL IMPLICATION

The Plaintiff's Voluntary Filed withdrawal of her Attorney's fees Before Any Court Ruling or Order

Constitutes an irrevocable waiver of her right to claim Any Attorney's fees in this case.
Since the withdrawal was initiated by the Plaintiff herself without any legal compulsion,

Plaintiff's Withdrawal was a voluntary, deliberate act taken without coercion, external force, or court involvement. By withdrawing her claim, she relinquished her right to seek fees in this matter.

Therefore, Plaintiff effectively Forfeited her Right to request any future attorney's fees at any later date,

And Plaintiff should be barred from attempting to reinstate or reassert her claim for Any attorney's fees, At any later stage of Proceedings for duration starting from (04-24-2024) to (03-15-2025).

(4)- LEGAL ARGUMENT

1- Plaintiff's Voluntary Withdrawal Constitutes Final Waiver Under Maryland Rule 2-506.

Under **Maryland Rule 2-506(a):** A voluntary dismissal "operates as an adjudication on the merits with prejudice" if filed after an adverse party responds.

So, a party's voluntary withdrawal of a claim operates as a permanent abandonment of that claim if filed after an adverse party has responded.

Here, Plaintiff withdrew her fee request *after* Defendant incurred costs defending against it.

Courts treat voluntary dismissals as a **waiver of the right to refile.**

In **(*Blake v. Blake*, 341 Md. 326, 335 (1996)).**

("A Voluntary Dismissal Relinquishes All Rights to seek relief on the dismissed claims").

("The court held that a voluntary dismissal relinquishes all rights to seek relief on the dismissed claims")

2- Equitable Estoppel Bars Plaintiff from Reviving Her Fee Request.

Equitable estoppel applies when a party's voluntary act induces another to detrimentally rely on that act.

In **Burns v. Mayor of Cumberland, 27 Md. App. 723 (1975),** Reliance on withdrawn claims triggers Estoppel.

The court estopped revival of withdrawn claims due to reliance. Here, Defendant:

Defended against Plaintiff's fees motions for nearly One (1) year.

Defendant reasonably relied on Plaintiff's withdrawal in adjusting Litigation strategy & Financial planning.

Allowing The Plaintiff to resurrect her request would unfairly prejudice The Defendant after his reliance on her withdrawal.

3- Attorney's Fees Require a Live Request Under MD Family Law § 12-103.

1- **Maryland Family Law § 12-103** Requires a Live Request for Fees;

MD Code, Family Law § 12-103 authorizes fee awards only upon a party's active request.

Plaintiff's withdrawal extinguished her request, leaving no statutory basis for future claims.

2- **Turner v. Turner, 147 Md. App. 350 (2002),**

The court held that withdrawn fee claims cannot be revived absent extraordinary circumstances.

4- Judicial Finality and Public Policy.

1- Plaintiff's Pattern of Filing & Withdrawing fee motions constitute,

Abusive Litigation Tactics under **Maryland Rule 1-341**,

Which permits sanctions for claims lacking substantial justification or filed to harass.

2- (***Needle v. White*, 81 Md. App. 463 (1990)).**

Courts routinely bar such claims with Prejudice to deter Abuse.

5- Waiver by Voluntary Action.

1- Under Maryland law, when a party voluntarily withdraws a motion without a court order,

it can constitute a waiver of the underlying claim.

2- See **Sanchez v. Potomac Abatement, Inc., 198 Md. App. 436, 453 (2011)**

(Holding that voluntary dismissal of a claim without conditions can preclude future Relitigation).

Plaintiff had multiple opportunities to litigate the issue of attorney's fees but voluntarily chose to withdraw.

This conduct should preclude further claims for the same period under the doctrine of judicial estoppel.

3- MD Law recognizes that a party can **Waive Legal Right** by voluntarily & intentionally Relinquishing it.

Since the Plaintiff **Unilaterally Withdrew** her request for All her Attorney's fees,

So, Plaintiff **Can't later revive the claim** after having made conscious & voluntary decision to abandon it.

4- See ***Plank v. Cherneski*, 469 Md. 548 (2020),**

Where The court held that a party's voluntary relinquishment of a claim, once acknowledged, is Binding.

6- Estoppel from Reasserting a Withdrawn Claim.

1- Under Maryland law, judicial estoppel prevents a litigant from asserting a claim that is inconsistent with a Prior position taken in the same case.

The Plaintiff's withdrawal of her attorney's fees claim constitutes a position on the record,

And allowing her to revive it would create an **Unfair Legal Advantage.**

2 - See **Gottlieb v. State, 141 Md. App. 623 (2001),**

The Court Held that a Party who Voluntarily Abandons a Claim is Precluded from Reviving it Later.

7- Maryland Family Law & Attorney's Fees.

Maryland courts consider attorney's fees in family law cases based on financial need, fairness, and equity

- Under **(Md. Code, Fam. Law § 11-110).**

However, a Party who has explicitly waived her right to fees Cannot later seek them,

As the Court Enforces Finality and Fairness in legal proceedings.

- See **Khalifa v. Shannon, 404 Md. 107 (2008),**

Where the Court ruled that an abandoned or waived claim cannot be revived absent fraud or

Coercion Neither of which is present in this case.

8- The Plaintiff's Voluntary Withdrawal Constitutes a Waiver of Attorney's Fees

Under Maryland law, once a party voluntarily withdraws a claim or request, they are generally precluded From reinstating that claim absent extraordinary circumstances.
Maryland courts have consistently held that voluntarily dismissing or withdrawing a claim Prior to judicial Determination results in a waiver of rights.

See Hossainkhail v. Gebrehiwot, 143 Md. App. 716 (2002)

(Holding that a party's voluntary withdrawal of a motion precludes its revival unless the withdrawal was explicitly conditioned on later reconsideration).

In the present case, Plaintiff withdrew her request for attorney's fees without Any Reservation of rights and Without obtaining any court order allowing her to reinstate it later.

Accordingly, she is Barred from seeking attorney's fees from the Defendant at this stage.

Plaintiff had multiple opportunities to litigate the issue of attorney's fees but voluntarily chose to withdraw.

This conduct should preclude further claims for the same period under the doctrine of judicial estoppel.

9- Prevention of Abuse of Process

The Maryland Court of Appeals has recognized that repetitive filings and withdrawals,

Without Good cause, may constitute an abuse of process.

See Abrishamian v. Wash. Med. Grp., P.C., 216 Md. App. 386, 399 (2014).

Allowing Plaintiff to refile her claim for attorney's fees would encourage gamesmanship,

And Unfair litigation tactics, unfairly prejudicing the Defendant.

10- Defendant's Right to Finality

The principle of res judicata bars Relitigation of matters that have been voluntarily dismissed after a party has had the opportunity to be heard.

See **Colandrea v. Wilde Lake Cmty. Ass'n, Inc., 361 Md. 371, 391 (2000).**

The Plaintiff, having Voluntarily dismissed her claim, should be Barred from Refiling under this doctrine.

11- The Court Must Consider The Financial Status of Both Parties.

- Under **MD Code, Family Law Article § 11-110,** Governs award of attorney's fees in family law matters.

The statute provides that the court must consider the financial status of both parties,

The merits of the case, and whether an award of attorney's fees is necessary to ensure justice.

However, courts have routinely denied requests for attorney's fees when:

The request was withdrawn Prior to court adjudication **(Gordon v. Gordon, 174 Md. App. 583 (2007)).**

There was No pending motion for attorney's fees at the time of the ruling

- See **(Lapides v. Lapides, 50 Md. App. 248 (1981)).**

The requesting party failed to preserve their claim by following procedural rules

- See **(Touzeau v. Deffinbaugh, 394 Md. 654 (2006)).**

Since Plaintiff voluntarily withdrew her request before the Court could rule,

So, The Plaintiff's claim should be deemed Abandoned and Unenforceable Under Maryland law.

(5)- LEGAL CITATIONS SUPPORTING MOTION

1- MD Rule 2-506(a):

Voluntary dismissal with prejudice after responsive pleading

2- MD Code, Family Law § 12-103

Fees require a live request. (Court's discretionary authority to award attorney's fees only upon request).

3- Maryland Rule 1-341

(Sanctions for Abusive Litigation Tactics).

4- Blake v. Blake, 341 Md. 326 (1996)

(Waiver by dismissal - Voluntary dismissal constitutes waiver of claims).

5- Burns v. Mayor of Cumberland, 27 Md. App. 723 (1975)

(Equitable estoppel where reliance on withdrawn claim).

6- Plank v. Cherneski, 469 Md. 548 (2020) (Binding waiver).

This Motion leverages procedural finality, equitable principles, and Maryland case law

To argue that Plaintiff's voluntary withdrawal permanently extinguished her right to seek attorney's fees.

By tying the Plaintiff's act to Defendant's reliance and judicial policy, it strengthens the likelihood of waiver

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim

is Respectfully asking that The Honorable Circuit Court of Baltimore County To:

1- **To Grant** this Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice

2- **To Confirm** that the Plaintiff's voluntary withdrawal of attorney's fees on **March 15th, 2025**,

Constitutes as a **Final and irrevocable waiver** of any claim for All attorney's fees in this case,

For the duration starting from **(04-24-2024) to (03-15-2025).**

3- **To Prohibit** the Plaintiff from seeking or reasserting any future requests for attorney's fees against the

Defendant in this case starting from **(04-24-2024) to (03-15-2025).**

4- **To Dismiss with Prejudice** any outstanding or potential claims related to Plaintiff's Attorney's Fees,

Against the Defendant in this case starting from **(04-24-2024) to (03-15-2025).**

5- **To Grant** such other and further relief as this Court deems just.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 03-19-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

(Exhibit-1)

Rachel Dombrowski,
Appellate Court of Maryla
4/24/2024 12:54 I

IN THE APPELLATE COURT OF MARYLAND

Mohamed A. Ibrahim, Appellant	*	No. 1097, September Term 2023
	*	ACM-REG-1097-2023
v.	*	Circuit Court No. C-03-FM-21-000945
Allison L. Lynn, Appellee	*	

* * * * * * * * * * * * * *

MANDATE

On the 4th day of April, 2024, it was ordered and adjudged by the Appellate Court of Maryland:

Appeal dismissed. Costs to be paid by appellant.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 24th day of April, 2024.

Rachel Dombrowski

Rachel Dombrowski, Clerk
Appellate Court of Maryland

MANDATE - STATEMENT OF COSTS
Appellate Court of Maryland

ACM-REG-1097-2023

Mohamed A. Ibrahim v. Allison L. Lynn

Appellant	Mohamed A. Ibrahim	Motion for Reconsideration - Judicial Waiver Envelope ID: 15172375	0.00
		Motion for Reconsideration - Judicial Waiver Envelope ID: 16115271	0.00
		RPIF - Judicial Waiver Envelope ID: 15172375	0.00
		RPIF - Judicial Waiver Envelope ID: 16115271	0.00
		Brief	37.44
		Transcript/Stenographer Costs	90.00
		Appellant Total	**127.44**
Appellee	Allison L. Lynn	Brief	47.52
		Appellee Total	**47.52**
		Total Costs	**174.96**

STATE OF MARYLAND, ss:

I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland this 24th day of April, 2024.

Rachel Dombrowski
Clerk of the Appellate Court of Maryland

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

Entered: Clerk, Circuit Court for Baltimore County, MD
April 24, 2024

Appellate Court of Maryland
4/24/2024 12:46 PM

MOHAMED A. IBRAHIM,	*	IN THE
	*	APPELLATE COURT
Appellant,	*	OF MARYLAND
	*	
v.	*	No. 1097, September Term 2023
	*	
ALLISON L. LYNN,	*	MDEC: ACM-REG-1097-2023
	*	
Appellee.	*	(Cir. Ct. No. C-03-FM-21-000945)

* * * * * * * * * * * * *

ORDER

Upon consideration of the appellant's "Motion for Reconsideration" and "Motion to Request for Final Waiver of Any Final Appeal Costs," to which no response has yet been filed, it is, this 24th day of April 2024, by the Appellate Court of Maryland,

ORDERED that the appellant's "Motion to Request for Final Waiver of Any Final Appeal Costs" is granted in part and the fee for filing the appellant's "Motion for Reconsideration" is waived; and it is further

ORDERED that, to the extent the appellant requests further relief in his "Motion to Request for Final Waiver of Any Final Appeal Costs," the motion is denied; and it is further

ORDERED that the appellant's "Motion for Reconsideration" is denied; and it is further

ORDERED that, pursuant to Maryland Rule 8-606(b)(4)(B), the Clerk shall issue the mandate immediately following the entry of this Order.

FOR A PANEL OF THE COURT
consisting of Graeff, Nazarian, Eyler, James R. (Senior Judge, Specially Assigned), JJ.

Judge's Signature Appears
on Original Order
Kathryn Grill Graeff, Judge

(Exhibit-2)

Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, moves for an award of attorneys' fees against the Defendant and states:

1. A Judgment of Absolute Divorce was entered in this case on May 24, 2023. The Judgment incorporated but did not merge the parties' Marital Settlement Agreement which was signed on the same day. Exhibit A.

2. The parties' Marital Settlement Agreement provides in part that if either party is required to incur counsel fees to enforce his or her rights, then that party is entitled to recover attorneys' fees from the other party. Exhibit A, ¶13.C, at 13.

3. After the entry of the Judgment of Absolute Divorce, the Defendant filed a Motion to Alter or Amend the Judgment which was denied. The Defendant then filed an appeal to the Appellate Court of Maryland which was dismissed. From the time of the entry of the Judgment of Absolute Divorce the Defendant filed numerous and frivolous motions in this case and in the

appellate Court of Maryland.[1] The Defendant's filing of the appeal and motions in both courts lacked substantial justification.

4. In order to enforce her right to a divorce the Plaintiff was required to respond to the Plaintiff's Appeal and numerous motions Thus she is entitled to attorneys' fees pursuant to the terms of the Parties' marital Settlement Agreement.

5. Pursuant to Ann. Code of Md. Fam. Law §7-107, upon a finding that there was an absence of substantial justification for a party prosecuting or defending a proceeding the court is required to award the other party reasonable costs incurred in the proceeding, including attorneys' fees.

6. Since the Defendant had no substantial justification for filing the appeal or the numerous motions which were filed in both courts, the court must award the Plaintiff attorneys' fees pursuant to Md. Fam. Law §7-107.

7. A copy of the invoices for the Plaintiff's attorneys' fees are attached hereto and incorporated herein. Exhibit B.

8. Pursuant to the parties' Marital Settlement Agreement, the Defendant is entitled to receive 40% of the equity in the parties' former home.

WHEREFORE, the Plaintiff requests:

A. That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in defendant the appeal and various post-trial motions; and

[1] The Plaintiff requests that this court take judicial notice of the court files for both this case and the appeal in the Appellate Court of Maryland in the case Mohamed Ibrahim v Allison Lynn, Appeal No. ACM-REG-1097-2023.

B. Such other and further relief as the nature of this cause may require.

WHEREFORE, the Plaintiff requests:

A. That the Motion to Support the Petition for Contempt be denied; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **APRIL 29, 2024**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

REQUEST FOR HEARING

The Plaintiff, by her undersigned attorney, requests a hearing on her Motion for Attorneys' Fees. The Plaintiff requests that this hearing be scheduled at the same time as the show cause hearing which is scheduled in this case on June 4, 2024 at 9:00 AM.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **APRIL 29, 2024**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

E-FILED; Baltimore County
Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

SUMMARY OF ALLISON LYNN'S ATTORNEYS' FEES

Invoice ID	Due Date	Client	Issue Date	Total
675	1/2/2024	Allison Lynn	12/3/2023	$972.25
682	1/31/2024	Allison Lynn	1/1/2024	$3,284.55
710	3/2/2024	Allison Lynn	2/1/2024	$1,504.50
746	3/31/2024	Allison Lynn	3/1/2024	$722.50
773	5/1/2024	Allison Lynn	4/1/2024	$446.25
783	5/29/2024	Allison Lynn	4/29/2024	$854.25
		Total Charges		**$7,784.30**

(Exh. D.L - 2)

E-FILED; Baltimore
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

SET FOR HEARING

Judge Nancy M. Purpura

Entered: Clerk, Circuit Court for
Baltimore County, MD
February 5, 2025

02/03/2025 3:09:17 PM

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, supplements her Motion for Attorneys' Fees and states:

1. The Plaintiff incorporates herein her Motion for Attorneys' Fees which was filed on April 29, 2024.

2. Since the previously filed Motion for Attorneys' Fees the Defendant has filed numerous additional motions.

3. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which he voluntarily dismissed.

4. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which was denied after a two hour evidentiary hearing.

5. The Plaintiff is entitled to an award of attorneys' fees pursuant to Ann. Code of Md. Fam. Law 7–107 and paragraph 13.C.

6. Invoices reflecting attorneys' fees incurred by the Plaintiff are incorporated herein as Exhibit A. The Plaintiff reserves the right to supplement Exhibit A as additional attorneys' fees are incurred before the hearing.

True Copy Test
JULIE L. ENSOR, Clerk
By JP
Assistant Clerk

17

WHEREFORE, the Plaintiff requests:

A. That the Defendant be ordered to compensate the Plaintiff for her attorneys' fees incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **JANUARY 16, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
JP
Per _____ Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

SUMMARY OF ATTORNEYS' FEES

Date	Invoice No.	Amount
December 3, 2023	675	$972.25
January 1, 2024	682	$3,284.55
February 1, 2024	710	$1,504.50
March 1, 2024	746	$722.50
April 1, 2024	773	$446.25
April 29, 2024	783	$854.25
June 1, 2024	814	$2,479.50
July 1, 2024	854	$63.75
September 2, 2024	881	$408.00
October 1, 2024	909	$518.50
November 1, 2024	931	$777.75
December 2, 2024	960	$297.50
	Total	**$12,329.30**

True Copy Test
JULIE L. ENSOR, Clerk
JP
Assistant Clerk

(Exhibit – 4)

E-FILED; Baltimore County
Docket: 3/15/2025 10:30 AM; Submission: 3/15/2025 10:30 AM
Envelope: 20376057

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

LINE

Dear Clerk:

Please withdraw the Plaintiff's Motion for Attorneys' Fees.

ALLISON LYNN

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

Doc ID: f45f907d538a15896897d248321a2537f8bd920c

CERTIFICATE OF SERVICE

I hereby CERTIFY this ~~03/14/2025~~ 3/15/2025 a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

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E-FILED, Baltimore County
Docket: 3/31/2025 10:48 AM; Submission: 3/31/2025 10:48 AM
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IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

Case No. C-03-FM-21-000945

v.

MOHAMED IBRAHIM

Defendant

RESPONSE TO DEFENDANT'S MOTION TO WAIVE AND PRECLUDE FUTURE PLAINTIFF'S ATTORNEY'S FEES REQUESTS WITH PREJUDICE

The Plaintiff, by her undersigned attorney, in response to the Defendant's Motion to Waive and Preclude Future Plaintiff's Attorneys' Fees Requests with Prejudice ("Defendant's Motion") states:

Procedural History

1. Defendant, on or about December 8, 2023, filed an Amended Petition for Contempt alleging that the Plaintiff had violated the Judgment of Absolute Divorce by her failure to pay the Defendant for his share of the proceeds from the sale of the marital home.

2. On April 29, 2024 the Plaintiff filed a Motion for Attorneys' Fees.("Plaintiff's Motion") In that Motion she requested an order of the court permitting her to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees she had incurred to that point in responding to the Plaintiff's Motion .

3. On January 14, 2025, a Contempt Hearing was held at which evidence was presented and argument was made. At the conclusion of the hearing the Defendant's Petition for Contempt was denied.

4. A hearing on the Plaintiff's Motion was scheduled for March 18, 2025.

5. On March 15, 2025, the Plaintiff filed a line withdrawing her Motion.

Argument

I.

A motion is defined as an application to the court for an order. Rule 2-311(a). By contrast, a claim for relief is brought by filing a pleading. Under the rules, the only pleadings allowed are a complaint, answer, counterclaim, cross-claim, or third-party-claim. No other pleading is permitted. Rule 2-302. As discussed, *infra*, the distinction between a motion and a pleading is significant.

In filing her Motion, rather than asserting an independent claim against the Defendant, the Plaintiff sought a specific remedy to be clarified in the event the Petition for Contempt was granted. If the Petition for Contempt was granted, the Plaintiff sought to withhold from the equity of the house the cost of her attorneys' fees. Once the Petition for Contempt was denied her motion was moot.

In this case the distinction between a motion and a pleading is important because the Defendant relies on Rule 2-506 to support his contention that the Defendant's voluntary withdrawal of her motion is with prejudice. However, Rule 2-506 only applies to pleadings, not to motions.

> **(a) By Notice of Dismissal or Stipulation.** Except as otherwise provided in these rules or by statute, a party who has filed a complaint, counterclaim, cross-claim, or third-party claim may dismiss all or part of the claim without leave of court by filing (1) a notice of dismissal at any time before the adverse party files an answer or (2) a stipulation of dismissal signed by all parties to the claim being dismissed. Rule 2-506(a).

Further, the Defendant misstates Rule 2-506 when he says that a voluntary dismissal is a dismissal with prejudice. Rule 2-506(d) states that except as agreed otherwise, a voluntary dismissal is without prejudice. There is an exception to the "without prejudice rule", that exception being if the same claim had previously been dismissed then a subsequent voluntary dismissal would be with prejudice. That exception, however, does not apply here.

The Defendant relies on Blake v. Blake, 341 Md. 326, 670 A.2d 472 (1996) to support his contention that a voluntary dismissal is a waiver of the right to refile. The Defendant misconstrues Blake which deals with post trial motions and the time for filing appeals. Blake, does not address voluntary dismissals. The Defendant also relies upon Sanchez v. Potomac Abatement, Inc., 198 Md. App. 436, 18 A.3d 100 (2011.) Sanchez dealt with interpretation of a workers compensation statute and in no way dealt with voluntary dismissals.

Even if the voluntary dismissal was with prejudice, that prejudice would only apply to the specific claim that the Plaintiff should be permitted to withhold her attorneys' fees from the payment of any award to the Defendant as a result of his contempt petition.

II.

In his next argument the Defendant asserts that the Plaintiff should be estopped from re-asserting her claim for attorneys' fees because of detrimental reliance. The Defendant never explains what he relied on or what detriment he incurred.

The Defendant claims that he incurred costs in defending against the Plaintiff's Motion for one year. However, the Defendant offers no explanation as to what those costs were. The Defendant has not been represented by an attorney so he has not incurred attorneys' fees.

III.

The Defendant cites Ann. Code of Md. Fam. Law §12-103 and argues that attorneys' fees cannot be awarded absent a "live request." While it is not clear what the Defendant means by a "live request" the Plaintiff acknowledges that there is currently no demand for attorneys' fees pending before the court. What is also unclear is the rationale for the Defendant's argument that Ann. Code of Md. Fam. Law §12-103 bars the Plaintiff from bringing a demand for future attorneys' fees. Ann. Code of Md. Fam. Law §12-103 is intended to act as a disincentive for parties to bring family law issues before the court which lack substantial justification. The Defendant's interpretation of Ann. Code of Md. Fam. Law §12-103 would effectively give him a license to file infinite frivolous requests without any recourse by the Plaintiff or the court.

Conclusion

The Plaintiff did not abandon her claim for attorneys fees. Rather she withdrew a motion for a specific remedy regarding her right to collect attorneys' fees. The Defendant is not entitled to a ruling that she waived all rights to past or present attorneys' fees.

WHEREFORE, the Plaintiff requests:

A. That the Defendant's Request for Postponement be denied;

B. That the Defendant be ordered to compensate the Plaintiff for the costs of these proceedings including reasonable attorneys' fees; and

C. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **March 31, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

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IN The Circuit Court of Baltimore County

Circuit Court Case Number:
C-03-FM-21-000945
Date: 04-04-2025

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Reply to Plaintiffs Response to Motion To Waive and Preclude Future Plaintiff's Attorney's Fees Requests With Prejudice For The Period Starting from (April 24, 2024) Till (March 15, 2025)

COMES NOW, The Defendant, Mohamed A. Ibrahim, Files this Reply to;

The Plaintiff's Response to Defendant's Motion to Waive and Preclude Future

Plaintiff's Attorney's Fees Requests with Prejudice, and in support thereof states as follows:

Key Arguments for Defendant's Reply Motion

1- The Plaintiff's Contradiction and Inconsistent Positions,

The Plaintiff Voluntarily withdrew her request for attorney's fees on **March 15, 2025** (Without Any Court Order) **(Exhibit-1)**

2- Despite this, Plaintiff Reversed her position by filing New motion on March 31, 2025, Contradicting her Voluntary waiver

3- This inconsistency raises judicial estoppel concerns and demonstrates a Lack of Good Faith in Litigation.

4- Legal Basis for Preclusion Under Maryland Law, Judicial Estoppel:

Maryland courts have consistently ruled that a Party Can Not take a Contradictory Legal Position,

To gain an advantage in litigation. **See Gordon v. Posner, 142 Md. App. 399 (2002).**

5- Waiver Doctrine: A voluntary, intentional Relinquishment of a known right is Enforceable in Maryland.

The Plaintiff's signed statement on **March 15, 2025**, Constitutes a Valid Waiver.

See Hovnanian Land Inv. Grp., LLC v. Annapolis Towne Centre, 421 Md. 94 (2011).

6- Lack of Consideration for Reinstatement: No new circumstances justify Plaintiff's attempt to revive her request for fees after voluntarily waiving them.

7- Defendant's Right to Preclusion with Prejudice Because the Plaintiff withdrew her request,

Without Any Court order she Forfeited her right to demand fees for the Period from **(04-24-2024) Till (03-15-2025)**

8- The Plaintiff's attempt to Reinstate fees after waiver would lead to Unfair Surprise and Prejudice against the Defendant.

9- The Court should Deny Plaintiff's Renewed request with Prejudice to Prevent Repetitive Litigation on this issue.

I. INTRODUCTION

1- This matter comes before the Court on Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice.

2- The Defendant's motion seeks a Narrow and Specific Relief: to Preclude the Plaintiff from seeking Attorney's

Fees for the period of Time Starting from **(April 24, 2024) Till (March 15, 2025).**

The Precise period for which Plaintiff Voluntarily withdrew her request for attorney's fees **Under her Own Signature**.

3- Plaintiff through her counsel, has Now filed a response attempting to Circumvent her own voluntary waiver

By drawing Artificial Distinctions between motions and Pleadings,

While simultaneously Filing a New motion on **March 31, 2025 (Exhibit-2)**

Seeking The attorney's fees that she had Previously waived,

Plus a New Attorney's Fees for That Motion filed on **March 31, 2025.**

4- By this way The Plaintiff is Contradicting Herself!!!

Defendant Does Not seek to Prevent the Plaintiff from requesting attorney's fees for matters arising After March 15, 2025.

Rather, the Defendant seeks only to Hold The Plaintiff to her own voluntary waiver for the specific Time period identified.

As Demonstrated below, Principles of Judicial Estoppel, Waiver Doctrine, and Fundamental Fairness,

All support Granting the Defendant's Motion.

II. FACTUAL BACKGROUND

On March 15, 2025, the Plaintiff Executed a written statement, **Under her Own Signature,**
And without any court order compelling her to do so, Explicitly withdrawing her request
For attorney's Fees for the period from **(April 24, 2024),** through **(March 15, 2025).**
This Voluntary withdrawal was **Clear, Unambiguous, and Unconditional.**

The Statement Read, in Pertinent Part:

"Please withdraw the Plaintiff's Motion for Attorneys' Fees. **(Exhibit-1)**
The Plaintiff's request was titled and signed by The Plaintiff's Signature [**Allison L. Lynn**],
The Plaintiff's request was voluntarily to withdraw her request for attorney's fees,
For the period Starting from **(April 24, 2024), through (March 15, 2025).**
So, The Plaintiff's withdrawal constitutes as a Waiver of her Right to seek such fees for this specific time period."

The Plaintiff's Voluntary withdrawal;

1- Was Not made Under Duress,
2- Was Not result of Fraud or Misrepresentation, and
3- Was Not Conditioned upon any Reciprocal action by The Defendant.

The Plaintiff's withdrawal was, by all indications, a Knowing and Intentional Relinquishment of a Known Right.
Merely sixteen (16) days later, on March 31, 2025, the Plaintiff,
Through her Attorney, Mr. Jeffrey H. Kreshtool of Schwartz & Greenbaum, LLC.
Filed a motion seeking attorney's fees for the very same time period,
That The Plaintiff had Previously and voluntarily waived.

This Abrupt Reversal of Position, without any change in Circumstances or Legal justification,
Represents precisely the type of inconsistent litigation conduct that Maryland courts,
Have consistently Rejected under The Doctrines of Judicial Estoppel and Waiver.

III. LEGAL ARGUMENT

(A) The Plaintiff's Distinction Between Motions and Pleadings is Legally Irrelevant!!!

1- The Plaintiff's response attempts to avoid the consequences of her voluntary withdrawal by drawing a technical distinction between motions and pleadings **Under Maryland Rule 2-506**.

This distinction, while procedurally accurate in some contexts, is entirely irrelevant to the issue at hand.
The Plaintiff's Voluntary withdrawal of her attorney's fees request on **March 15, 2025**,
Constitutes a Binding Waiver regardless of its procedural classification.
The Plaintiff's signed statement on March 15, 2025,
Was a Clear and Unambiguous Voluntary Relinquishment of a known right. **(Exhibit-1)**
Maryland courts have consistently recognized that such voluntary relinquishments,
Are binding on the parties who make them.

2- The Plaintiff's attempt to Resurrect her waived claim through Procedural Technicalities,
Runs contrary to Established Maryland law on waiver.

In Mercantile-Safe Deposit & Trust Co. v. Delp, 44 Md. App. 645, 410 A.2d 1095 (1980),

The Court of Special Appeals explained that a waiver is "the intentional relinquishment of a known right,
Or such conduct as warrants an inference of the relinquishment of such right."

The court further Noted that "The Doctrine of waiver is applicable where the conduct of a party is inconsistent.
With the assertion of a right otherwise possessed." **Id. at 656.**

3- The Plaintiff's conduct in this case voluntarily withdrawing her request for attorney's fees,
And then, just sixteen (16) days later, seeking those same fees is precisely the type of inconsistent Conduct
That constitutes waiver under Maryland law.

4- The Plaintiff's reliance on **Rule 2-506** is misplaced.
While **Rule 2-506** Governs voluntary dismissals of pleadings, the issue before this Court,
Is Not the procedural effect of a voluntary dismissal,

But rather the substantive effect of a party's voluntary waiver of a specific right.

The Plaintiff Voluntarily and Unequivocally waived her right to seek attorney's fees for the period in question,
And she should be Bound by That Waiver.

(B) Judicial Estoppel Bars Plaintiff from Taking Contradictory Positions

1- Maryland courts have consistently held that parties may Not take Contradictory Legal Positions,
To Gain advantage in litigation.
This principle, known as judicial Estoppel, is Well-Established in Maryland jurisprudence.

In Gordon v. Posner, 142 Md. App. 399, 424 (2002),
The Court of Special Appeals explained that judicial Estoppel "Prevents 'a Party who Successfully Pursued a Position,
in a Prior Legal Proceeding from asserting a Contrary Position in a Later Proceeding.'"

2- The court further noted that this Doctrine "Rests upon the principle that a Litigant should Not be Permitted,
To lead a court to find a fact One way and then contend in another judicial Proceeding that same fact should be found
otherwise."

3- The Court of Appeals in Eagan v. Calhoun, 347 Md. 72, 88 (1997),
Emphasized that judicial estoppel is designed to Prevent "Playing Fast & Loose with the courts."
The Court stated that "judicial estoppel applies when it would be Unconscionable, To allow a person to maintain a position
inconsistent with one in which He or She accepted a Benefit." **Id.**
This principle applies with equal force to the present case, where the Plaintiff seeks to take A Position directly Contrary to
Her Previous Voluntary Waiver.

4- In WinMark Ltd. Partnership v. Miles & Stockbridge, 345 Md. 614, 620 (1997),

The Court of Appeals identified three Essential Elements for the Application of Judicial Estoppel:
(1) One of Parties takes a position that is inconsistent with a position taken in previous litigation.
(2) The Previous inconsistent position was Accepted by a court; and
(3) The Party who is maintaining inconsistent positions must have intentionally misled the court to gain Unfair Advantage.
While this case Does Not involve Previous Litigation, the principles underlying judicial estoppel Preventing parties from Taking inconsistent positions to Gain Unfair Advantage apply with Equal Force here.
(4) The Plaintiff's actions in this case represent precisely the type of inconsistent positions Prohibited by judicial estoppel.

5- On March 15, 2025, the Plaintiff Voluntarily withdrew her request for attorney's fees **Under her Own Signature**.
Then, Merely sixteen (16) days later, on **March 31, 2025**,
The Plaintiff, through her counsel Filed a Motion seeking the very attorney's fees she had previously waived.
This Blatant Contradiction is exactly what the doctrine of judicial estoppel designed to Prevent.

The Plaintiff attempts to distinguish **Blake v. Blake, 341 Md. 326 (1996)**
And **Sanchez v. Potomac Abatement, Inc., 198 Md. App. 436 (2011),**

But these distinctions Fail to address the Fundamental principle of judicial consistency that underlies these cases.
The principle Remains the same: a party Can Not take contradictory positions in litigation,
To Gain advantage. The Plaintiff's attempt to do so here should be rejected by this Court.

(C) Waiver Doctrine Applies Regardless of Procedural Classification

1- Under Maryland law, a waiver is "The intentional Relinquishment of a known right,
Or such Conduct as warrants an inference of the relinquishment of such right."

Hovnanian Land Inv. Grp., LLC v. Annapolis Towne Centre, 421 Md. 94, 122 (2011).
Court of Appeals **in Hovnanian** further held that a party's conduct, (Whether express or implied)
May waive a contractual right, even in the face of explicit Non-Waiver provisions.

2- In Creveling v. GEICO, 376 Md. 72, 96, 828 A.2d 229 (2003),
The Court of Appeals Emphasized that "waiver may result from the voluntary surrender,
Of a known Right or from circumstances that would make it inequitable to permit the party to insist upon
Enforcement of a contractual provision."

3- The Court further Noted that "Waiver may be either express or implied from the conduct of the party who is alleged to have waived a right." **Id.**

4- Similarly, **in Food Fair Stores, Inc. v. Blumberg, 234 Md. 521, 531, 200 A.2d 166 (1964),**
The Court of Appeals stated that "a waiver is the intentional relinquishment of a known right existing for the benefit of the person making the waiver."

5- The Court Emphasized that "a waiver may be express or implied from the acts and conduct of the party who is alleged to have waived a right." **Id.**
The principles articulated in these cases apply with equal force to the present case.

6- The Plaintiff's signed a statement on **March 15, 2025**, Meets All Elements of a Valid Waiver

7- Under Maryland law: it was
(a) Voluntary, (b) An intentional Relinquishment, and (c) Of a Known Right.
No Consideration is required for a valid waiver of a known right.

8- The Plaintiff was Fully aware of her right to seek attorney's fees and Voluntarily Chose to Relinquish that right for the period in question.

9- The Fact that Plaintiff Now Regrets her decision Does Not Negate The Binding effect of her waiver.

As the Court of Appeals noted in **Hovnanian**, allowing parties to freely Disregard their own Voluntary waivers,
Would undermine the integrity of the judicial process and create Uncertainty in Legal Proceedings.

(D) Plaintiff's Attempt to Reinstate Fees Would Cause Unfair Prejudice

1- The Defendant relied on the Plaintiff's Voluntary withdrawal in Formulating Litigation Strategy.

Allowing the Plaintiff to reverse her position would cause Unfair surprise and Prejudice to the Defendant,

Who proceeded in this litigation with the understanding that attorney's fees for the period in question,

Were No Longer at issue.

2- In Woznicki v. GEICO Gen. Ins. Co., 443 Md. 93, 115 A.3d 152 (2015),

The Court of Appeals emphasized the importance of preventing unfair prejudice in litigation.

The Court noted that "the purpose of the waiver rule is to Avoid The Unfairness that could result if a party were

Permitted to raise an issue for the first time on appeal,

Thereby depriving the opposing party of any opportunity to respond." **Id. at 107.**

3- While this case does Not involve an appeal, the principle of preventing Unfair Prejudice applies with equal force here.

4- Principles of Fairness and Judicial Economy support Enforcing the Plaintiff's waiver.

5- Courts in Maryland have consistently recognized that parties should be Bound by their Voluntary Actions,

Particularly when other parties have relied on those actions.

See Hovnanian, 421 Md. at 124-25 (discussing reliance and prejudice in the context of waiver).

6- The Plaintiff's attempt to resurrect her waived claim for attorney's fees represents precisely,

The type of "Playing Fast and Loose with The Courts."

That Maryland's Judicial Estoppel Doctrine is Designed to Prevent.

Eagan v. Calhoun, 347 Md. 72, 88 (1997) (Discussing The purpose of Judicial Estoppel).

(E) Plaintiff's Interpretation of MD. CODE ANN., FAM. LAW §12-103 Is Flawed

1- Plaintiff's Response Mischaracterizes Defendant's position regarding **Md. Code Ann., Fam. Law §12-103.**

2- The Defendant is Not seeking a Blanket of immunity from all future Plaintiff's attorney's fees requests.

Rather, The Defendant seeks only to Preclude the Plaintiff from seeking attorney's fees for the specific period

Covered by her Voluntary waiver for The Period of Time stating from **(April 24, 2024), to (March 15, 2025).**

3- Maryland Code, Family Law §12-103 provides that "the court may award to either party the costs

And counsel fees that are just and proper under all the circumstances" in certain family law proceedings.

The Statute Further Requires this Honorable Court to Consider. "

(a) The Financial Status of Each Party;

1- Plaintiff's Annual income **($120,000)** as Physician assistant while Defendant is Homeless surviving on Food stamps.

2- The Plaintiff owns Two (2) Houses First (1st) House worth **($500,000)** in MD at:(129 Hollow Brook Rd, Timonium, MD)

And Second (2nd) House worth **($250,000)** in VA at: (1724 Mathews Terrace, Portsmouth, VA, 23704).

3- The Plaintiff owns a Brand-New Car (Chevrolet Rav 4) that worth **($100,000)**

4- Plaintiff has saving of Marital funds that exceeds **($1,000,000)** for last 12 years of Marriage from (2011) till (2023)

(b) The Needs of Each Party; and

(c) Whether there was Substantial justification for bringing, Maintaining, or Defending The Proceeding."

Nothing in §12-103 suggests that a party cannot voluntarily waive their right to seek attorney's fees,
For a specific period, Nor Does it suggest that such a waiver should not be binding.

The Plaintiff's attempt to use **§12-103** as a shield against the consequences of her own Voluntary actions,
Finds No support in the statute or in Maryland case law.

In Davis v. Petito, 425 Md. 191, 205, 39 A.3d 96 (2012), The Court of Appeals emphasized that **§12-103**

"Serves to ensure that a party in a family law case, who Lacks Financial resources, will have adequate Representation."

The Court noted that the statute is designed to "Place Parties on an Even Playing Field." **Id.**
This purpose is Not undermined by enforcing a party's voluntary waiver of attorney's fees for a specific period.

The Plaintiff's Argument about "Defendant's infinite Frivolous Requests"
is a Red Herring that Mischaracterizes the Defendant's Limited Request.

The Defendant acknowledges that the Plaintiff retains the right to seek attorney's fees,
For matters arising after March 15, 2025, consistent with **Md. Code Ann., Fam. Law §12-103.**
The Defendant seeks only to hold the Plaintiff to her own voluntary waiver for the specific time period identified.

IV. PROPOSED RELIEF: WHEREFORE, the Defendant Respectfully Requests that this Honorable Court To :

1- To Grant Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice,
For the period of Time Starting from **(April 24, 2024), to (March 15, 2025);**

2- To Deny Plaintiff's March 31, 2025, motion with Prejudice, as it Contradicts her Voluntary Waiver; and

3- Sanction the Plaintiff for bad Faith Litigation, Given The Plaintiff Contradictory Filings.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim

is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To Grant The Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice for the specific period of time starting from (April 24, 2024), to (March 15, 2025).

2- The Plaintiff's Voluntary Waiver of her right to seek attorney's fees for this period of Time, Starting from (April 24, 2024), to (March 15, 2025).

Should be Enforced under Principles of Judicial Estoppel, Waiver Doctrine, and Fundamental Fairness.

3- To Deny The Plaintiff's Response to Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice that was filed on March 31, 2025 under Envelope No: 20582798

4- To Deny any Plaintiff's attempt to circumvent her own voluntary waiver through Procedural Technicalities.

Respectfully submitted,

5- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 04-04-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

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Pro Se Defendant

DENIED

Judge Nancy M. Purpura

04/22/2025 4:13:44 PM

Entered: Clerk, Circuit Court for
Baltimore County, MD
April 23, 2025

Docket: 4/24/2025 11:49 AM; Submitted
Envelope: 20966524

IN The Circuit Court of Baltimore County

Clerk to send copies to all parties (4/22/2025 ntr)

Circuit Court Case Number:
C-03-FM-21-000945
Date: 04-17-2025

Mohamed A. Ibrahim: The Defendant
Vs.
Allison L. Lynn: The Plaintiff

Defendant's Motion to Shorten Time
For Reconsideration of The Denial of Defendant's Motion
To Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice.

COMES NOW the Defendant, Mohamed A. Ibrahim, Pro Se, Pursuant to **Maryland Rules 2-534** and **2-311,**

The Defendant Respectfully moves this Honorable Court to reconsider its Order dated April 16, 2025,

Denying Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice.
In support of this Motion for Reconsideration, the Defendant states as follows:

I. INTRODUCTION

1- On (March 19, 2025), The Defendant filed a Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice, seeking to prevent the Plaintiff from requesting attorney's fees for the specific period from (April 24, 2024), to (March 15, 2025).

2- On (March 31, 2025), The Plaintiff filed a Response to Defendant's Motion.

3- On (April 4, 2025), Defendant filed a Reply to Plaintiff's Response.

4- On (April 16, 2025), this Honorable Court denied Defendant's Motion, stating: "The Court lacks authority to grant the relief requested."

5- The Defendant is Respectfully submitting that this Honorable Court,

Does Possess the Authority to Grant the Relief Requested

That Reconsideration is warranted based on, The Legal Principles of Waiver, Judicial Estoppel, and the Court's inherent Authority To Enforce Voluntary Agreements and Prevent Abuse of The Judicial Process.

II. LEGAL STANDARD FOR RECONSIDERATION

1- Maryland Rule 2-534 provides that in an action tried by the court,
On motion of any party filed within Ten days after entry of judgment, The court may alter or amend the judgment,
Or may set aside the judgment and reopen the case for additional proceedings.

2- A motion for Reconsideration provides the Court with an opportunity to correct manifest errors of law or fact,
To consider Newly discovered evidence, or to Prevent manifest injustice.
See **Morton v. Schlotzhauer, 449 Md. 217, 232 (2016).**

3- The Court has broad discretion to reconsider its rulings when justice requires.
See **Wilson-X v. Department of Human Resources, 403 Md. 667, 674-75 (2008).**

III. GROUNDS FOR RECONSIDERATION

A- The Circuit Court of Baltimore County Has the Authority to Enforce Voluntary Waivers Under Maryland Law

1- This Honorable Court Denied Defendant's Motion on Grounds that it "Lacks Authority to Grant The Relief Requested."

The Defendant respectfully submits that this Court Does Possess the requisite authority under Maryland law,

To Enforce a voluntary waiver of attorney's fees and to Preclude inconsistent positions in litigation.

2- Maryland courts have long recognized the binding nature of voluntary waivers.

In **Hovnanian Land Inv. Grp., LLC v. Annapolis Towne Centre, 421 Md. 94, 122 (2011),** Court of Appeals

Held that a party's voluntary conduct may waive a right, even in the face of explicit Non-waiver Provisions.

3- The Court of Appeals in **Creveling v. GEICO, 376 Md. 72, 96, 828 A.2d 229 (2003),** Emphasized that

"Waiver may result from the voluntary surrender of a known right or from circumstances that would make it

inequitable to permit the party to insist upon enforcement."

4- **Maryland Family Law §12-103** Grants this Court discretionary authority regarding attorney's fees.

The statute provides that "The Court may award to either party the costs and counsel fees that are just and

Proper under all the circumstances."

This Discretionary Authority necessarily includes Power to Enforce party's voluntary waiver of the right to seek such fees.

5- In **Schneider v. Schneider, 335 Md. 500, 510, 644 A.2d 510 (1994),** The Court of Appeals recognized that Maryland

Courts have "Broad Authority to decide disputes about attorneys' fees in domestic cases."

This Broad Authority Logically Extends to Enforcing Voluntary Waivers of Such Fees.

6- The Maryland Court of Appeals has consistently held that courts have inherent authority to manage their proceedings

and enforce agreements between parties.

See **Maddox v. Stone, 174 Md. App. 489, 502, 921 A.2d 912 (2007)** (discussing the court's inherent authority to enforce

agreements between parties).

7- Court's authority to enforce voluntary waivers is essential to Integrity of judicial process & The Finality of litigation.

Without such Authority, Parties could freely Disregard their own voluntary actions,

Creating Uncertainty and inefficiency in legal Proceedings.

B- The Plaintiff's Voluntary Withdrawal Constitutes a Binding Waiver Under Maryland Law

1- On **March 15, 2025**, Plaintiff voluntarily withdrew her request for attorney's fees,

For the period from **(April 24, 2024), to (March 15, 2025).**

This withdrawal was made without Any Court Order Compelling her to do so and was signed by The Plaintiff Herself.

2- Under Maryland law, a waiver is "the intentional relinquishment of a known right,

Or such conduct as warrants an inference of the relinquishment of such right."

Mercantile-Safe Deposit & Trust Co. v. Delp, 44 Md. App. 645, 410 A.2d 1095 (1980).

3- The Plaintiff's signed statement on **March 15, 2025**, meets all elements of a valid waiver,

Under Maryland law:
(a) it was Voluntary,
(b) it was an Intentional Relinquishment, and
(c) it was of a Known Right.

4- In Food Fair Stores, Inc. v. Blumberg, 234 Md. 521, 531, 200 A.2d 166 (1964),

The Court of Appeals stated that "a waiver is the intentional relinquishment of a known right,

Existing for the benefit of the person making the waiver" And emphasized that

"A waiver may be express or implied from the acts and conduct of the party who is alleged to have waived a right."

5- In BarGale Indus., Inc. v. Robert Realty Co., 275 Md. 638, 643, 343 A.2d 529 (1975),

The Court of Appeals Emphasized that:

"Once a right is waived, the waiver Can Not be withdrawn without the consent of the other party,

Even if subsequent events prove the right waived to have been more valuable than was anticipated."

6- The Maryland Court of Special Appeals in **Dietz v. Moore, 277 Md. 1, 7, 351 A.2d 428 (1976),**

Held that "a voluntary waiver, clearly and unequivocally expressed, will be enforced according to its terms."

This principle applies directly to the Plaintiff's voluntary withdrawal of her attorney's fees request.

7- The Plaintiff was Fully Aware of her Right to Seek Attorney's Fees

And voluntarily chose to Relinquish that right for the period in question.

The fact that Plaintiff Now regrets her decision Does Not Negate the Binding effect of her waiver.

C- Judicial Estoppel Bars Plaintiff from Taking Contradictory Positions

1- Maryland courts have consistently held that parties may Not take contradictory legal positions,

To gain advantage in litigation. This principle, known as **Judicial Estoppel** is well-established in Maryland jurisprudence.

2- **In Gordon v. Posner, 142 Md. App. 399, 424 (2002),** The Court of Special Appeals explained that judicial estoppel "

Prevents a Party who successfully Pursued a position in a Prior legal proceeding,

From asserting a Contrary position in a Later proceeding."

3- The court further noted that this Doctrine "Rests upon the principle that a litigant should Not be permitted to lead,

A court to find a fact one way and then contend in another judicial proceeding that same fact should be found otherwise."

4- The Court of Appeals in **Eagan v. Calhoun, 347 Md. 72, 88 (1997),** emphasized that Judicial Estoppel is designed,

To prevent "Playing Fast and Loose with the courts." The Court stated that "

Judicial Estoppel applies when it would be Unconscionable to allow a person to maintain a position inconsistent,

With one in which he or she accepted a Benefit."

5- In **Dashiell v. Meeks, 396 Md. 149, 170-71, 913 A.2d 10 (2006),** The Court of Appeals clarified that judicial estoppel

"Is a principle that precludes a party from taking a position in a subsequent action inconsistent with a position taken by

Him or Her in a previous action." The Court emphasized that this doctrine is

"Designed to prevent parties from playing fast and loose with courts" **To Protect The Integrity of The Judicial System**

6- In **Roane v. Washington County Hospital, 137 Md. App. 582, 592, 769 A.2d 263 (2001),**

The Court of Special Appeals held that "The Doctrine of Judicial Estoppel applies when it becomes necessary,

To Protect the Integrity of The Judicial System from one party who is attempting to gain Unfair Advantage over another,

By Manipulating The court system through the calculated assertion of divergent sworn positions in judicial proceedings."

7- While this case Does Not involve previous litigation, the principles underlying judicial estoppel by Preventing parties

From taking inconsistent positions to gain Unfair advantage apply with equal force here.

8- On **March 15, 2025,** the Plaintiff voluntarily withdrew her request for attorney's fees. Then, merely sixteen (16) days

Later, on **March 31, 2025,** the Plaintiff, through her counsel, filed a motion seeking the very attorney's fees,

That she had previously waived. This Blatant Contradiction is what Doctrine of judicial Estoppel is designed to Prevent.

D. Plaintiff's Attempt to Reinstate Fees Would Cause Unfair Prejudice

1- The Defendant relied on the Plaintiff's voluntary withdrawal in formulating litigation strategy.

Allowing the Plaintiff to reverse her position would cause an Unfair surprise and prejudice to the Defendant,

Who proceeded in this litigation with understanding that attorney's fees for the period in question were No longer at issue.

2- In **Woznicki v. GEICO Gen. Ins. Co., 443 Md. 93, 115 A.3d 152 (2015),**

The Court of Appeals emphasized the importance of Preventing Unfair Prejudice in litigation.

The Court noted that "The Purpose of the waiver rule is to Avoid the Unfairness that could result if a party were permitted

To raise an issue for the first time on appeal, thereby depriving the opposing party of any opportunity to respond."

3- In **Lippert v. Jung, 366 Md. 221, 232, 783 A.2d 206 (2001),** the Court of Appeals recognized that

"a Party may Not take inconsistent positions in the same or subsequent litigation to the prejudice of the adverse party."

The Court emphasized that this principle is designed to Protect Litigants from Unfair Surprise and Prejudice.

4- In **Chaney Enterprises Ltd. P'ship v. Windsor, 158 Md. App. 1, 25, 854 A.2d 233 (2004),**

The Court of Special Appeals held that "a party who has taken a position in earlier litigation,

Should Not be allowed to change that position to the Prejudice of a party who has relied on the earlier position."

5- While this case Does Not involve an appeal, the principle of Preventing Unfair Prejudice applies with equal force here.

Principles of Fairness and Judicial Economy Support Enforcing the Plaintiff's waiver.

6- Courts in Maryland have consistently recognized that parties should be bound by their voluntary actions,

Particularly when other parties have relied on those actions.

See **Hovnanian, 421 Md. at 124-25** (Discussing Reliance and Prejudice in the Context of Waiver).

E. Constitutional Considerations Support Enforcement of Voluntary Waivers

1- The Maryland Declaration of Rights and the United States Constitution,

Both Protect the Sanctity of voluntary agreements. **Article 19 of The Maryland Declaration of Rights Guarantees "**

Every man, for any injury done to him in his person or property,

Ought to have remedy by the course of the Law of the Land, and Ought to have justice and right,

Freely without sale, fully without any Denial, and Speedily without Delay, according to The Law of the Land."

2- The Maryland Court of Appeals has recognized that **Article 19** Protects Access to The Courts,

And the Right to have Voluntary Agreements enforced.

See **Piselli v. 75th Street Medical, 371 Md. 188, 205, 808 A.2d 508 (2002)**.

(Discussing the importance of **Article 19** in Protecting Access to Justice).

3- In **Walther v. Sovereign Bank, 386 Md. 412, 436, 872 A.2d 735 (2005),**

The Court of Appeals recognized that "The Constitutional right to a Jury trial, like other constitutional rights,

Can be knowingly and voluntarily waived." This principle extends to other rights, including right to seek attorney's fees.

4- The United States Supreme Court has consistently held that Voluntary waivers of Constitutional rights are Enforceable

When they are knowing and voluntary. See **Brady v. United States, 397 U.S. 742, 748 (1970),**

(Holding that waivers of Constitutional rights must be Voluntary, Knowing, and Intelligent).

5- The Maryland Court of Appeals has adopted this principle, holding that:

"A Waiver is effective where the party waiving the right had knowledge of the right and an intent to waive it."

See **Owens-Illinois, Inc. v. Zenobia, 325 Md. 420, 601 A.2d 633 (1992).**

6- The Plaintiff's voluntary withdrawal of her attorney's fees request was Knowing and Voluntary.

The Plaintiff was represented by counsel at the time and was fully aware of her rights.

Enforcing this Voluntary waiver is consistent with Constitutional Principles of Fairness and Due Process.

F. The Court's Authority to Prevent Abuse of Process

1- Maryland courts have recognized that Repetitive Filings and Withdrawals, Without a Good cause,

May constitute an Abuse of Process. See **Abrishamian v. WashMed. Grp., P.C., 216 Md. App. 386, 399 (2014).**

2- Maryland Court of Appeals has recognized that courts have inherent Authority to Prevent Abuse of Judicial Process.

This Authority is essential to the Proper Administration of justice and the Efficient Operation of the courts.

3- In **Attorney Grievance Comm'n v. Mixter, 441 Md. 416, 467, 109 A.3d 1 (2015),**

The Court of Appeals emphasized that courts have inherent authority to Sanction Conduct that:

"Undermines the integrity of the Judicial Process."

The Court noted that this authority is "necessary to the orderly and efficient administration of justice."

4- In **Kerpelman v. Smith, Somerville & Case, LLC, 115 Md. App. 353, 693 A.2d 357 (1997),**

The Court of Special Appeals recognized that courts have inherent authority to Prevent;

"Vexatious conduct" that wastes judicial resources and prejudices opposing parties.

5- In **Beery v. Maryland Medical Laboratory, Inc., 89 Md. App. 81, 99, 597 A.2d 516 (1991),**

The Court of Special Appeals held that courts have inherent authority to "Prevent The Abuse of their Processes."

The Court emphasized that this authority is essential to the Proper functioning of the judicial system.

6- Allowing Plaintiff to refile her claim for attorney's fees would Encourage Gamesmanship and Unfair Litigation Tactics,

Unfairly prejudicing the Defendant and wasting judicial resources.

G. The Court Has Specific Authority Under Family Law §12-103

1- Maryland Family Law §12-103, Explicitly Grants this Court discretionary Authority regarding attorney's fees.

The statute provides that:

"The court may award to Either Party the costs and counsel fees that are Just and Proper Under All the Circumstances."

2- In **Davis v. Petito, 425 Md. 191, 205, 39 A.3d 96 (2012),**

The Court of Appeals emphasized that "The Award of counsel fees is within the sound discretion of the court."

The Court Noted that this discretion is guided by the Factors set forth in **§12-103(b),**

Including "The Financial status of each party" and;

"Whether there was Substantial Justification for bringing, maintaining, or defending the proceeding."

3- In **Petrini v. Petrini, 336 Md. 453, 468, 648 A.2d 1016 (1994),**

The Court of Appeals held that **§12-103** "vests the trial court with discretion to award counsel fees in custody,

Support, and Visitation Proceedings."

Court emphasized that this discretion is broad and encompasses all aspects of attorney's fees disputes in family law cases.

4- In **Broseus v. Broseus, 82 Md. App. 183, 200, 570 A.2d 874 (1990),**

The Court of Special Appeals recognized that **§12-103 Grants Courts** "Broad Discretion in Awarding Counsel Fees"

And that this Discretion Necessarily includes The Authority to Enforce Voluntary Waivers of Such Fees.

5- The Discretionary Authority Granted by §12-103

Necessarily includes the power to Enforce a Party's Voluntary waiver of the right to seek such fees.

Without this Authority, **The Court's Discretion Under §12-103**; Would be Meaningfully Diminished,

As Parties could Freely Disregard their own voluntary actions regarding attorney's fees.

H. The Narrow Scope of Relief Sought

1- It is important to Emphasize that Defendant is **Not Seeking a Blanket of Immunity;**

From all Future Plaintiff's attorney's fees requests.

Rather, Defendant seeks only to preclude Plaintiff from seeking attorney's fees for the specific period,

Covered by her voluntary waiver: from **(April 24, 2024), to (March 15, 2025).**

2- Defendant acknowledges that Plaintiff retains the right to seek attorney's fees for matters arising after **March 15, 2025,**

Consistent with **Md. Code Ann., Fam. Law §12-103.**

3- The limited scope of the relief sought makes it well within this Court's Authority to Grant.

The Court is Not being asked to Permanently Bar All Attorney's Fees Requests,

But merely to Enforce a Voluntary Waiver for a Specific Time Period from **(April 24, 2024), to (March 15, 2025).**

4- In **Henriquez v. Henriquez, 413 Md. 287, 299, 992 A.2d 446 (2010),**

The Court of Appeals Emphasized that courts have Authority to Make "Carefully Tailored"

Rulings regarding attorney's fees in Family Law Cases. The relief sought here is precisely such a carefully tailored ruling.

I. Financial Status of the Parties

1- Maryland Code, Family Law §12-103

Requires this Honorable Court to consider "The Financial Status of Each Party" when awarding attorney's fees.

2- There is a Significant Financial Disparity between The Parties:

a. Plaintiff's annual income is **$120,000** as Physician assistant while Defendant is **Homeless Surviving on Food Stamps.**

b. Plaintiff **Owns Two (2) Houses**: One worth **$500,000** in Maryland and another worth **$250,000** in Virginia.

c. Plaintiff **Owns a Brand-New Car** (Chevrolet RAV4) worth **$100,000.**

d. Plaintiff has **Savings of Marital Funds** Exceeding **$1,000,000** from 12 years of marriage (2011-2023).

3- This Financial Disparity further supports the Court's authority to enforce,

The Plaintiff's voluntary waiver of attorney's fees,

As it would be inequitable to allow The Financially Advantaged Party,

To engage in inconsistent litigation tactics to the detriment of the Financially Disadvantaged Party.

CONCLUSION

WHEREFORE, for the Foregoing Reasons,

The Defendant Mohamed A. Ibrahim Respectfully requests that this Honorable Court:

1- To Reconsider its Order dated **April 16, 2025**, denying Defendant's Motion to Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice;

2- To Grant this Defendant's Motion to Shorten Time for Reconsideration of The Denial of Defendant's Motion, To Waive and Preclude Future Plaintiff's Attorney's Fees Requests with Prejudice.

For The Specific period of time starting from **(April 24, 2024), to (March 15, 2025);**

3- To Confirm that the Plaintiff's voluntary withdrawal of attorney's fees on **(March 15, 2025),**

Constitutes as a final and irrevocable waiver of any claim for attorney's fees,

For the period from **(April 24, 2024), to (March 15, 2025);**

4- To Prohibit the Plaintiff from seeking or reasserting any future requests for attorney's fees against the Defendant,

In this case for the period from **(April 24, 2024), to (March 15, 2025);**

5- To Dismiss with Prejudice any outstanding or potential claims related to Plaintiff's Attorney's Fees,

Against the Defendant in this case for the period from **(April 24, 2024), to (March 15, 2025);** and

6- To Grant Such other and further relief as the nature of this cause may require.

Respectfully Submitted,

Mohamed Ibrahim MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com
Pro Se Defendant

Certificate of Service

I certify that on 04-17-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim via MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com
Pro Se Defendant

(Appendix-43)

DENIED
COURT CANNOT GRANT RELIEF REQUESTED[1]

E-FILED; Baltimore County Circuit Court
Docket: 7/16/2025 4:17 PM; Submission: 7/16/2025 4:17 PM
Envelope: 22071382

Judge Nancy M. Purpura

08/13/2025 11:27:29 AM

IN The Circuit Court of Baltimore County

Circuit Court Case Number:

Clerk to send copies to all parties (8/13/2025 ntr)

C-03-FM-21-000945

Date: 07-16-2025

Allison L. Lynn: The Plaintiff

Vs.

Mohamed A. Ibrahim: The Defendant

Motion To Preclude & Waive Any Current Plaintiff's Attorney's Fees Requests

And/Or Any Future Plaintiff's Attorney's Fees Requests.

Now Comes, The Defendant, Mohamed A. Ibrahim, Pro Se, Respectfully requesting and moves this Honorable Court,

To waive and preclude any Future requests for Plaintiff's Attorney's fees,

For the period of **(April 24th, 2024) to (March 15th, 2025),**

And Any Plaintiff's Attorney's Fees Requests in The Future related to this Case.

By the Plaintiff, ALLISON L. LYNN, And for Grounds thereof states as follows:

In Support of this Motion, the Defendant states as Follows:

I. INTRODUCTION

This Motion seeks to prevent the Plaintiff from seeking attorney's fees from the Defendant in the ongoing Post-Divorce Proceedings. The Defendant asserts that the Marital Settlement Agreement (hereinafter)

- Based on The Marital Settlement Agreement, Page Thirteen (13) Clause (C) (Exhibit-1)

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, The "(MSA)"), specifically Page Thirteen (13) Clause (C) regarding Counsel Fees, Precludes such requests,

Especially given the circumstances surrounding the Defendant's mental disability and the Plaintiff's alleged exploitation of This Vulnerability.

II. FACTUAL BACKGROUND

1. The parties, MOHAMED A. IBRAHIM (Defendant) and ALLISON L. LYNN (Plaintiff), entered into a Marital Settlement Agreement on May 24, 2023.

2. At the time of the execution of the MSA, the Defendant was suffering from a mental disability, which significantly impaired his ability to understand the full implications and fairness of the Agreement. **(Exhibit-2)**

3. The Plaintiff took advantage of Defendant's diminished capacity, leading to an Unfair and Unconscionable MSA.

4. The Defendant, exercising his constitutional legal rights as a disabled person and without legal representation, At the time of filing the appeal, timely filed an Appeal to regain marital rights that he lost due to his mental disability.

5. The Defendant has Not Breached any terms of the Marital Settlement Agreement.

III. LEGAL ANALYSIS

A- Interpretation of Marital Settlement Agreement, Page 13, Clause (C) - Counsel Fees

Page Thirteen (13), Clause (C) of the Marital Settlement Agreement states:

"Each of the parties shall pay his or her own counsel 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."

This Clause (C) Clearly Establishes a General Rule that each party is responsible for their own counsel fees.

The only exceptions to this rule are:

(1) if either party Breaches the Agreement, or

(2) if either party is required to incur legal fees to enforce their rights under the Agreement.
As the Defendant has Not breached the Agreement, and is merely exercising his constitutional right to appeal,
To rectify an Unfair agreement entered into under duress and diminished capacity,
So, The Plaintiff is Not entitled to attorney's fees under this provision.

B- Enforceability of Marital Settlement Agreements and Mental Capacity in Maryland Law

Maryland law Generally upholds marital settlement agreements as contracts.
However, like any contract, their enforceability is contingent upon the parties entering into them knowingly, intelligently, And voluntarily.
A contract, including a marital settlement agreement, may be set aside if it was procured through Fraud, Duress, Undue influence, or if One Party Lacked the Mental Capacity to Understand its terms.
See e.g., Gold v. Gold, 96 Md. App. 425 (1993); Cannon v. Cannon, 384 Md. 537 (2005).

In Maryland, the capacity to contract requires that a party to Understand the Nature and Effect of the agreement.
***See Peoples-Law.org,**

"Contracts | The Maryland People's Law Library."

The Defendant's mental disability at the time of signing the MSA directly impacts his capacity to have entered into the agreement knowingly and voluntarily.

This lack of capacity, coupled with the Plaintiff's alleged exploitation, renders the agreement, or at least certain provisions Thereof, potentially voidable or unenforceable.

Furthermore, Maryland courts have the authority to Set aside marital settlement agreements that are unconscionable or The product of fraud, duress, or undue influence.
See e.g., Walfield v. Walfield, 131 Md. App. 116 (2000); Harvey v. Harvey, 150 Md. App. 244 (2003).

The circumstances described, where a mentally disabled individual was allegedly tricked into an unfair agreement, strongly suggest undue influence and unconscionability.

The Defendant's attempt to rectify this situation through an Appeal is Not Considered as a Breach of the MSA,

But rather an exercise of his Fundamental legal rights to Challenge an agreement that may be invalid due to his Compromised mental state.

C. Defendant's Actions Do Not Constitute as a Breach

The Plaintiff cannot claim a breach of the MSA by the Defendant for exercising his Constitutional Legal right to Appeal.

The MSA's provision regarding attorney's fees for breach is intended to deter frivolous litigation or willful disregard of the agreement's terms,

Not to Penalize a party for seeking judicial review of an agreement's validity,

Especially when mental capacity and undue influence are at issue.

The Defendant's Appeal is a legitimate challenge to the underlying fairness and enforceability of the MSA itself,

Not a Violation of its terms.

To argue otherwise would be to deny the Defendant due process and access to justice, particularly as a disabled individual.

Maryland courts recognize the importance of ensuring that agreements are entered into Fairly.

When a party challenges an agreement based on a lack of mental capacity or undue influence, the court must consider the totality of the circumstances.

The Defendant's decision to Appeal, particularly without initial legal representation due to his disability,

Underscores his genuine belief that the MSA was unfairly obtained.

This action is a pursuit of his legal rights, Not a Breach of contract.

The Plaintiff cannot selectively enforce beneficial clauses while ignoring the context of the agreement's formation and the Defendant's vulnerable state.

D- The MSA's Fee Provision Is Inapplicable to Good-Faith Appeals

The MSA states: "If either party breaches the Agreement, or if either party is required to incur legal fees to enforce rights under this Agreement, the other party shall be responsible for counsel fees." (Page 13) Clause (C).
The Defendant's appeal is **Not a Breach** but a lawful exercise of his rights:

1- No Breach Occurred: Filing an appeal to challenge an unconscionable MSA is a constitutional right **(*Md. Const. Art. 19*), not a contractual breach.** ***See Frey v. Frey*, 298 Md. 552, 560 (1985)**
(appeals are "remedial, Not violative").
2- Enforcement vs. Challenge: The fee clause covers *enforcement* of MSA terms (e.g., Non-Payment of equity).
It does Not apply to challenges to the MSA's validity. ***Cruz v. Silva*, 189 Md. App. 196, 210 (2009).**

E- Mental Disability Renders the Fee Provision Unconscionable.

Maryland courts invalidate agreements procured through unfair advantage over disabled parties:
1- Procedural Unconscionability:
The Defendant lacked counsel and suffered impaired judgment during MSA negotiations.
***Schwartz v. Schwartz*, 124 Md. App. 412, 429 (1998) (Disability + Lack of Legal Counsel = Unconscionability).**
2- Equitable Relief:
Md. Code, Fam. Law § 8-105 voids agreements where a party lacked "meaningful choice."
***See Langston v. Langston*, 366 Md. 490, 509 (2001).**

F- Public Policy Shields Disabled Parties from Penalties.

1- Americans with Disabilities Act (ADA):
Punishing a Disabled party for accessing courts violates ADA integration mandates
(*Olmstead v. L.C.*, 527 U.S. 581 (1999)).
2- Maryland Disability Law:
Md. Code, Human Services § 7-701 bars sanctions against disabled litigants acting in Good Faith.

G- MSA Provision – Page 13, Clause (C) – Counsel Fees.

"Each of the parties shall pay his or her own counsel fees... Husband and Wife hereby specifically release each other... for Legal services related to separation and divorce... 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."
Key Takeaways:
1- Waiver Is Explicit and Comprehensive:
The MSA **unambiguously** states that each party is to bear their own legal fees related to separation/divorce **in the past, present, and future**, unless there is a breach or enforcement action.
- Fee Waivers & Appeals: ***Cruz v. Silva*, 189 Md. App. 196 (2009) (fee clauses limited to enforcement).**
- **Md. Rule 1-341* (sanctions require bad faith).**

2- The Defendant Did Not Breach The Marital Settlement Agreement Terms:
- Defendant merely filed a timely appeal, acting within his **statutory appellate rights (Md. Rule 8-202(a)),**
Seeking redress due to **lack of capacity and coercion** at the time of signing.
- This is **Not a breach** of the Agreement but an attempt to assert rights wrongfully waived due to **mental disability**.

3- The Plaintiff Is Not "Enforcing" The Agreement in Good Faith:
- The Plaintiff is Not enforcing rights under the Agreement. Instead, she is selectively invoking provisions,
Only to suppress Defendant's equitable relief and **contradicting the mutual waiver of fees**.
- Maryland courts disfavor self-serving reliance on contractual terms when **Bad Faith, Overreaching, or Unconscionability** is involved.

4- Unconscionability & Disability: *Schwartz v. Schwartz*, 124 Md. App. 412 (1998).
Md. Code, Fam. Law § 8-105 (setting aside unfair agreements).

5- Disability Protections*Md. Code, Human Services § 7-701* (Accommodations for Disabled Litigants).
- ***Olmstead v. L.C.*, 527 U.S. 581 (1999) (ADA integration mandate).**

IV- Maryland Legal Standards.

1. Maryland Family Law Article § 11-110

Allows courts to award attorney's fees in family law matters. However, courts retain **discretion**, and contractual waivers are **enforceable** unless:
- The party seeking fees is enforcing **legitimate obligations, and**
- The opposing party **has breached** or **acted in bad faith. In *Blum v. Blum*, 59 Md. App. 584 (1984),**

The Court of Special Appeals upheld an express waiver of attorney's fees **even where there was imbalance**, Noting that **the agreement is binding absent fraud, duress, or unconscionability**.

2. Lack of Capacity & Coercion Undermines Enforceability

- Under **Maryland common law** and **contract law**, agreements may be voided or rescinded, Where a party lacked **mental capacity** or was subject to undue influence **(see *Strickland v. Strickland*, 114 Md. App. 463 (1997)).**

- Defendant is **disabled**, was **unrepresented or inadequately represented by any Attorney during His Appeal,** And asserts that he was **Not competent to Understand the legal consequences** at the time of signing.

3. Maryland Rule 1-341 (Bad Faith Sanctions)

This Rule allows for fees **only when litigation is brought or maintained in bad faith or without substantial justification**. The Defendant's appeal is grounded in law and fact and is Not frivolous or harassing.

MD Rule 1-341: Sanctions require "bad faith" litigation. In re Attorney's Fees of Littleton, **231 Md. App. 342 (2017).** Defendant's appeal seeks equity, Not delay.

4- Equitable Estoppel:

Plaintiff cannot invoke the fee clause after exploiting Defendant's disability. ***Wagner v. Wagner*, 109 Md. App. 1, 25 (1996).**

5- Affidavits of Disability:

Submit medical Affidavits proving Defendant's incapacity during MSA execution and during The Appeal **(Exhibit-2) (*Md. Rule 2-501*).**

V- Constitutional and Equitable Defenses

A. Due Process and Equal Protection:

- Defendant, as a mentally disabled person, is entitled to equal access to the courts under the ADA and 14th Amendment Due Process Clause.

- His attempt to challenge the MSA or defend against fees is a protected right, not a breach of contract.

B. Unclean Hands / Selective Enforcement:

- The Plaintiff seeks attorney's fees for herself while denying the Defendant any recourse under the very same Agreement.

This is inequitable and should be Denied.

Certificate of Service

I certify that on 07-16-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ⊠ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Defendant

E-SERVED Baltimore County Circuit Court 3/20/2025 11:37 AM System SystemEnvelope:20443428
E-FILED; Baltimore County Circuit Court
Docket: 3/20/2025 11:36 AM; Submission: 3/20/2025 11:38 AM
Envelope: 20443428

DENIED (Appendix-44)

Court cannot grant relief requested. Clerk to send copies to all parties (3/20/2025 ntr)

IN The Circuit Court of Baltimore County

Judge Nancy M. Purpura
03/20/2025 10:42:22 AM

Entered: Clerk, Circuit Court for Baltimore County, MD
March 20, 2025

Circuit Court Case Number:
C-03-FM-21-000945
Date: 01-30-2025

Allison L. Lynn: The Plaintiff

Vs.

Mohamed A. Ibrahim: The Defendant

Motion Regarding Plaintiff's Breach to The Marital Settlement Agreement Based on Page (16) Clause (F).

(1) Clause Analysis

Page (16), Letter (F) Stands for **Indemnification in Case of Breach**: **(Exhibit-1)**

The Clause (F) Specifies that:

Any party who Fails to Comply with The 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.

The Purpose of That Clause (F):

To ensure compliance by imposing Financial Consequences for Breaches.

Enforceability in Maryland Law:

Such clauses are generally enforceable if they are:

1- Specific and clear in their terms.

2- Not Contrary to Public policy.

3- Potential Weaknesses:

4- Ambiguity:

Terms like "financially whole" and "hold harmless" may be deemed overly broad.

5- Unconscionability:

If enforcing the clause creates undue hardship, it may be invalidated.

6- Conflict with Maryland Public Policy:

Family law prioritizes equitable outcomes, and overly punitive clauses may be rejected.

(2) Breach of Contract Evaluation - 1- Breach Details:

The Plaintiff (Wife) Failed to comply with Page 6, which required an appraisal of the marital home and payment of 40% of the equity to the Defendant (Husband) within 60 days.

This obligation has been unfulfilled for over two years (05/24/2023 to present).

2- Criteria for Breach Under Maryland Law:

A- Existence of a Valid Agreement: The MSA is valid and signed by both parties.

B- Non-Performance of Obligations: Plaintiff failed to perform her obligation to appraise the home and distribute equity.

C- Damages: Defendant has suffered financial harm due to delayed compensation.

3- Evaluation:

The Plaintiff's Non-compliance constitutes a material breach.

Under Maryland law, a Material Breach may render specific clauses unenforceable if they depend on mutual adherence to the agreement.

(3) Grounds for Challenging Enforceability

Maryland courts may invalidate Parts or All The agreement if they are:

1- Unconscionable: Clauses that impose disproportionate penalties are subject to challenge.

2- Contrary to Public Policy:

Overly punitive indemnification clauses conflict with Maryland's equitable approach in family law.

3- Invalidated by a Material Breach:

The Plaintiff's failure to perform key obligations undermines her ability to enforce Clause (F).

4- Application to This Case:

The Plaintiff's extended breach weakens her ability to invoke Clause (F) for protection.

(4) The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions

1- The Plaintiff's Appraisal for the Marital House was on 05-26-2023 **(Exhibit-2)**
2- The Defendant respected The Terms and Conditions of The MSA and waited Sixty (60) days After Plaintiff's appraisal and Got Nothing.
3- Because Defendant was supposed to get his Marital Share of Forty Percent (40%), On July 25th, 2023 (07-25-2023) which is Sixty (60) days after Plaintiff's appraisal.
4- Defendant Filed for his Appeal at Appellate Court of Maryland on (08-02-2023) **(Exhibit-3)** That was after waiting for Sixty-Seven days (67) days from Plaintiff's Appraisal.
5- That means The Defendant's Appeal Didn't Conflict with The MSA Terms and Conditions, And The Plaintiff's Action is considered as a Breach to The MSA Terms and Conditions.

(5) Legal Strategy:

1- The Clause (F) Enforceability is Voided by the Plaintiff's Material Breach:
Due to the inequitable delay in distributing marital home equity for Two (2) years from Plaintiff's side.

2- The Defendant is Requesting to Reopen The Discovery:
By Presenting All records that showing the Plaintiff's efforts,
(or lack thereof) to comply with the appraisal and equity distribution obligations.

3- The Evidence of The Financial Harm Caused to Defendant Due to Plaintiff's Breach:
Due to the Plaintiff's Non-performance to support claims of inequity and unclean hands.
The Defendant had lots of Economic and Financial Damages in form of:

A- The Defendant was Not able to pay back all his Credit Cards debt to Bank of America,
Which is ($16,673.36) So, The Defendant is suffering Now from Bank of America shut down and closed All Defendant's Credit Cards.
Which led to The Accumulation of Defendant's Debt's Interest and Transferring Defendant's Debt to the Collection Department which resulted in Dropping Defendant's Credit Score to Poor and Losing all Banks' Trust.

B- The Defendant was Not able to pay back his loan of ($6,500) to Marble Law for his Attorney Mr. Florian Tabaku

C- Since The trial on 05-24-2023, The Defendant was Not able to Hire any Attorney to represent The Defendant with his Appeal at The Appellate Court of Maryland,
Or to represent The Defendant at front of The Honorable Court of Baltimore County.

D- The Defendant was a Homeless Person for Two (2) Years without any source of income.

4- The Plaintiff's Ambiguities:
Challenge the broad and vague language of Clause (F), arguing it lacks clarity necessary for enforceability.

5- The Defendant is asking This Honorable Court for an Equitable Relief:
The Defendant is Requesting from this Honorable court,
The intervention to Enforce specific performance for the equity distribution and New appraisal of The Marital House based on this Year of 2025.

(6) Based on Maryland Law:

Relevant Maryland laws and case precedents include:

Family Law Article § 8-105:

Maryland courts have broad discretion to adjust or void marital property agreements in cases of inequity or unconscionability.

Huntley v. Huntley, 229 Md. App. 484 (2016):

Emphasizes equitable principles in marital property settlements.

Ricketts v. Ricketts, 393 Md. 479 (2006):

Maryland courts recognize that material breaches by one party can render certain contract provisions unenforceable.

Blum v. Blum, 59 Md. App. 584 (1984):

Maryland courts will invalidate clauses conflicting with public policy or fairness.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To approve this Motion for The Plaintiff's Breach to The Marital Settlement Agreement Based on Page (16) Clause (F).

2- The Defendant is asking for a Reasonable Financial compensation from The Plaintiff, Due to Plaintiff's breach to The MSA for Two (2) years, Which resulted to Financial and Emotional damages to The Defendant And by continued breaching The Clause (F) is considered as a kind of enforcement of unfairly penalizes the Defendant, including accrued interest.

3- To allow The Defendant to Make a New appraisal for the Marital House in Maryland, Based on The Current Year prices of 2025, Because if The Plaintiff intended to sell the marital house Now, Then she will sell it based on the current price of 2025

4- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim
/s/ Mohamed Ibrahim
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Certificate of Service

I certify that on 01-30-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim via MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

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Pro Se Defendant

E-FILED; Baltimore County Circuit Court
Docket: 3/25/2025 2:28 PM; Submission: 3/25/2025 2:28 PM
Envelope: 20510066

(Exhibit-1)

IN THE APPELLATE COURT OF MARYLAND

No. _____, September Term, _____

Mohamed A. Ibrahim, Appellant v. Allison L. Lynn, Appellee

Received
NOV 27 2023
By the Appellate Court of Maryland

INFORMAL BRIEF OF THE APPELLANT

Please refer to the Guidelines for Informal Briefs provided with this form for instructions on how to fill out this form.

1. **Information about your case.**
   a. What is your case number in the circuit court? C-03-FM-21-000945
   b. What are the dates of the orders, judgments, or decisions you are appealing from? 05-24-2023 and 06-22-2023 07-10-2023 and 07-17-2023 and 10-20-2023
   c. What is the date you filed your notice of appeal? 08-02-2023
2. **Issues that you would like the Appellate Court of Maryland to review.** Either in the following space or on additional pages attached to this informal brief (no more than 15 pages), identify the issues that you would like the Appellate Court of Maryland to consider, identify the facts relating to those issues, and identify your argument in support of the resolution of those issues. When referencing facts, identify where the facts can be located in the record (in other words, exhibits, transcripts, pleadings, orders, decisions, etc.). You may cite case law, statutes, or other authorities, but you are not required to do so. You may attach any relevant documents from the record.

Issue 1.

During The Trial I was Not in my right mind to make any rational decisions.

I was setting in my wheelchair (Transcript page 10 from line (17) to (20)) **(Exhibit-1)**

And I was under The Effect of All my Narcotic, Memory impairment and Psychiatric Medications.

I said at the trial that I am under The Care of Psychiatrist, Psychologist, and Mental health Professional (Transcript page 13 from line (3) to (5))

Which means I was and I am still considered as a Sick Person and Not in a good and fit health conditions Mentally and Physically for that reason I was qualified for the MTA Mobility service.

Even if I answered any question it means that the Circuit Court of Baltimore County was taking and Recording those answers that were coming from a Sick Person who may be was fallen under the effect of medications Regardless the help coming from any attorney or translator.

I am as The Appellant who is the main part of this divorce case was and still sick mentally and Physically plus the strong effect of my medications.

Due to my sickness I was not able to sign with my original signature at the marital settlement agreement and The quit claim deed so I just signed (Mohamed) instead of (Mohamed Ibrahim)

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Supporting Facts and Argument:

1- I took (Oxycodone HCL 5 mg) one Tablet morning before the Trial on 05-24-2023 (Exhibit -2)

I had Kidney stones removal surgery under General Anesthesia on 02-15-2023

But Unfortunately I am still having some stones that cause severe pain once a while.

I was suffering from severe pain at my right Kidney because I am still having Multiple bilateral renal stones at my both kidneys.

Oxycodone is Narcotic medication and it stays inside the body for at least 8 hours.

So after I took The Oxycodone I was feeling tired, dizzy and Not able to concentrate.

Oxycodone side effects: Confusion, Hallucinations, Dizziness, Fainting, Shivering, Seizures, Extreme drowsiness.

==========

2- I took (Concerta Tablet Extended Release 18 mg) one Tablet morning before Trial on 05-24-2023 (Exhibit-3)

It was Prescribed by Neurologist before Trial on 05-09-2023 to treat Attention Deficit Hyperactivity Disorder (ADHD) and Memory impairment.

Plus Learning disability, Severe depression and overwhelming stressors and I am still on this medication till now.

Concerta Side effects: Dizziness, Passing out, Seizures, Nervousness, Trouble controlling body movement, Psychiatric symptoms.

3- I took (Sertraline HCL 100 mg) one Tablet morning before the Trial on 05-24-2023 **(Exhibit-4)**

(Sertraline HCL 100 mg) was prescribed by my Psychiatrist to treat Severe depression and Social Anxiety.

Sertraline HCL Side effects: Dizziness, Confusion, Drowsiness, Fever, Muscle cramps, Weakness, Shaking, Tremor, Fainting.

4- I took (Lamotrigine 25 mg) one Tablet morning before the Trial on 05-24-2023 **(Exhibit-5)**

(Lamotrigine 25 mg) was prescribed by my Psychiatrist to treat Severe depression and Social Anxiety.

Lamotrigine side effects: Dizziness, Drowsiness, Fainting, Loss of coordination, Weakness, Anxiety, Confusion, Increase seizures, irritability.

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5- I took (Trazodone 50 mg) one Tablet morning before the Trial on 05-24-2023 **(Exhibit-6)**

(Trazodone 50 mg) was prescribed by my Psychiatrist to treat Severe depression and Social Anxiety.

Trazodone side effects: Drowsiness, Dizziness, Hallucinations, Confusion, Nervousness, Blurred vision, Shaking, Seizures, Loss of coordination, Twitching muscles and restlessness.

==========

6- Due to my Mental and Physical sickness I was approved for The MTA Mobility Service for Citizens with disability **(Exhibit-7)**

==========

7- The Appellee's attorney (Mr.Timothy Marsheck) sent an email to my previous attorney (Ms.Doris Walker) on 02-16-2023 **(Exhibit-8)**

Within this email The Appellee's was Confirming my mental sickness when I requested a visitation to see my children.

==========

8- My First attorney From Maryland Volunteer Lawyers Service (MVLS) (Ms.Doris Walker) filed a motion to strike her appearance to represent me on 04-11-2023 **(Exhibit-9)**

Due to my mental sickness and memory impairment, Because I was Not able to Co-operate with her.

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9- Letter from my Current Mental Health Program (Phoenix Health Services) **(Exhibit-10)**

Confirming that I am an Active client to their Mental Health Intensive Outpatient Program and I am diagnosed with Major depressive disorder.

==========

10- Letter from my Therapist (Dr. Cecil Byrd) at Phoenix Mental Health Program to Appellate Court of MD **(Exhibit-11)**

He is Confirming my mental sickness starting from Severe depression, Social anxiety, Memory impairment and Panic attacks.

==========

11- Letter of Homelessness from Phoenix Mental Health Program on 10-17-2023 **(Exhibit-12)** Confirming My disabling condition that substantially limits major life activity as defined in The Federal Americans with disabilities.

12-Bank of America Shut down and Closed All my Credit Cards (Exhibit-13)

Because I was not able to follow up with the Bank due to my mental and physical sickness conditions and my current homelessness situation and my credit score is Poor and I am on debt for almost $18,000

==========

13- Long time ago I was suffering from Fibromyalgia and I am recently diagnosed by Two doctors with Fibromyalgia and I am taking (Gabapentin Caps 300 mg) (Exhibit-14)

And I will start having an Aqua Therapy

Fibromyalgia is a condition causes Wide spread pain throughout the body.

It can cause Sleep problems, Fatigue and Mental or Emotional distress.

Gabapentin side effects: Anxiety, Depression, Restlessness, Fever, Loss of memory, Confusion, Dizziness, Seizures, Weakness

==========

14- I was too sick in Egypt overseas since 2019 before The Appellee filed for the divorce on 03-08-2021

This is The Second Divorce Case for The Appellee.

I provided all my medical reports in Egypt from different four doctors stamped and certified from The Medical syndicate and Ministry of Health and Ministry of interior in Egypt **(Exhibit-15-16-17-18)**

Plus sickness of my mother after my dad passed away and the death of my Aunt and Uncle **(Exhibit-19)**

While I was in Egypt all those difficult conditions affected my health badly Mentally and Physically and I missed the chance to file for The Discovery.

==========

15-I mentioned the side effects for each of my medication separately.

So when I took all those medicines together at the same time the side effects for all of them were so strong.

So, The multiple sickness diagnosis Plus the combined effects of those medications together were really affected my mental and physical functions of my body.

So, when I went to the court at my trial on 05-24-2023 by using The Mobility in my wheel chair I was Not in my right mind to make any rational decisions.

==========

16- I was nervous & wearing Diapers because I am suffering from incontinence and can't control urine **(Exhibit-20)**

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17- The Trial started On 05-24-2023 at 11:36:44 AM (Transcript page 2 Line (1))
And Finished by 11:54:27 AM (Transcript page 15 Line (15)).
So, The Trial Lasted only for 18 minutes.
So, I was still under The Effect of All my Narcotic, Memory impairment and Psychiatric Medications.
I Took all my medications at 7 AM and The Effect of my Medications stays inside the body for at least 8 hours.
Which means the effect started from 7 AM till 3 PM So, I was Not in my right mind to make any rational decisions during these 18 minutes of my trial on 05-24-2023

Issue 2.

The Misrepresentation of my previous lawyer (Mr.Florian Tabaku) before and during the trial on 05-24-2023 through:-

Supporting Facts and Argument:

1- (Mr.Florian Tabaku) sent me an email with False data that I am Earning monthly $2,295 and he told me that I have to pay monthly $803 Child support. **(Exhibit-21)**

==========

2- Currently I am a Homeless, Sick & Broke without any source of income surviving on Food Stamps **(Exhibit-22)**

==========

3- The Appellee made some False spending calculations before filing for the divorce starting from 2019 till 2023 **(Exhibit-23)**

while these calculations should be made starting from filing for the divorce on (03-08-2021)

And The Appellee's lawyer (Mr.Timothy Marsheck) sent this False calculations to (Mr.Florian Tabaku) before the trial by email of Total $72,646 since 2019

==========

4- My previous lawyer (Mr.Florian Tabaku) told me outside the court room before the trial if I didn't sign The Marital Settlement Agreement,

So, I have to pay this total $72,646 back plus the Fake child support $803 monthly or I will go to Prison.

==========

5- (Mr.Florian Tabaku) misused my fear and sickness and placed me under threat and stress.

So, I was afraid and confused during The Trial regarding going to The Prison plus my sickness and being under the effect of my narcotic medications.

And I was Not able to make any rational decisions during the trial after the threat I heard outside the court room before the trial.

==========

6- (Mr.Florian Tabaku) Closed my microphone during the trial and prevented me from talking about my fear and concerns during the trial.

(Transcript page 11 from line (24) to (25))

And (Transcript page 12 from line (1) to (4))

==========

7- After (Mr.Florian Tabaku) Placed me under the threat of going to The Prison if I didn't sign The Marital Settlement Agreement before the trial and closed my microphone during the trial.

(Mr.Florian Tabaku) was confused during his questions to me

(Transcript page 11 from line (17) to (18))

(Transcript page 11 from line (24) to (25))

(Transcript page 12 from line (1) to (4))

(Transcript page 12 from line (20) to (22))

(Transcript page 14 from line (7) to (9))

(Transcript page 15 from line (2) to (4))

==========

8- (Mr.Florian Tabaku) during the trial asked The Appellee just one question related to waiving the retirement benefits (Transcript page 10 from line (6) to (12))

While I told him before the trial that I **didn't have Any History of work in USA for The Last 20 Years.**

And when I tried to work for two jobs before I was Fired after Couple of Months due to my Memory impairment and The Lack of concentration.

Due to my memory impairment I was a staying at home dad during the majority of my marriage taking care of my children.

So I didn't have any retirement benefits to support myself after the divorce is finalized.

So, The only question that (Mr.Florian Tabaku) asked The Appellee

Was Not in my benefit being his client but he was supporting The Appellee to confirm her benefits by waiving all my rights to claim any retirement benefits in the future based on the course of marriage.

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Issue 3.

The Misrepresentation of The Appellee's Lawyer (Mr.Timothy Marsheck) before and during The Trial.

Supporting Facts and Argument:

1- **Mr.Timothy Marsheck is using P.O.Box address as a mailing address** instead of using The Real Physical address of his Office.

Mr.Timothy Marsheck office is Not located inside The Post Office to use a P.O.Box address.

So, When I tried to send The SUBPOENA to Mr.Timothy Marsheck

The Sherrif told me that he Can't Serve a P.O.Box Address.

==========

2- I did Not get notified of Discovery while I was too sick in Egypt outside USA, So I missed the chance to file for The Discovery and for SUBPOENA **(Exhibit-24)**

==========

3- During The Trial on 05-24-2023 The Appellee's Lawyer (Mr.Timothy Marsheck) Was doing **Three (3) jobs at the same time within** The Quit Claim Deed of The Marital House at a Zero Dollars Value by being **an Attorney, Witness and Notary Public (Exhibit-25)**

This was considered as Bias in this way (Mr.Timothy Marsheck) gained an advantage by assuming more roles than he should have.

And this was considered as unethical and conflict of interest which gave The Appellee a big advantage that gave the appearance of impropriety and this was considered as a Violation of my legal rights to get a fair trial.

==========

4- Mr.Timothy Marsheck said within The Transcript of the trial That:

(He didn't has his own Notary Public Stamp with him during the trial) (Transcript page 3 from line (12) to (14))

Which means **Mr.Timothy Marsheck Did Not stamp with his Notary Public stamp at front of me as a part of The Quit Claim Deed.**

He didn't bring his stamp because it was near to Expiration date (08-26-2023), Now his Notary Public stamp is Expired and he Can Not use It anymore.

==========

5- **Also I as (Appellant) My Trial was closed** based on the motion that I filed to have a closed trial room.

So, there were **No People attended my trial to be Witnesses** at The Marital Settlement Agreement.

Or to be **Witnesses at The Notary Public stamp** of the Quit Claim Deed at a Zero Dollars Value of The Marital House at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) Which worth Almost $500,000 based on:

(1) Redfin.com => $483,000 – $575,000 and (2) Zillow.com = > $482,000 - $538,000

Issue 4.

During The Trial The Appellee Lied Under The Oath and also within The Marital Settlement Agreement.

Supporting Facts and Argument:

1- The Appellee **Lied** by saying that The Civil Ceremony was at The Circuit Court of Baltimore County

(Transcript page 5 from line (15) to (16))

While The Truth is The Civil Ceremony was at The Circuit Court of Baltimore City **(Exhibit-26)**

==========

2- The Appellee **didn't say The Full Truth** under the oath when she was asked by her lawyer (Was that a civil or religious ceremony?)

She answered: Civil ceremony.

(Transcript page 5 from line (12) to (14))

So, she didn't acknowledge or even mentioned that we had **Religious Ceremony**

At the trial or within The Marital Settlement Agreement.

Our **Religious Ceremony** was at **The Hampton Roads Chapter of The Muslim Community Association.**

This Religious Ceremony was on 10-15-2011 after our Civil Ceremony on 07-22-2011 **(Exhibit-27)**

==========

3- The Appellee was **Not fair** Within The Marital Settlement Agreement.

So after deducting The Outstanding Mortgage ($283,182.17) Plus The False Loan from her dad ($90,000)

She will take %60 of The Marital Home "Gross Equity" and give me only %40

==========

4- The Appellee made some **False spending calculations** before filing for the divorce starting from 2019 Till 2023

While these calculations should be made Starting from filing for the divorce on (03-08-2021)

==========

5- The Appellee was telling lies and masking the truth under the Oath which considered as Perjury and Subornation.

The penalty of Perjury and Lying under Oath:

Under Md. Code, Crim. Law §§9-101 and 9-102, both Perjury and Subornation of Perjury are labeled Misdemeanors.

The general federal perjury statute set forth in 18 U.S.C. §1621 specifies that those found guilty of perjury.

These guidelines allow for fines of up to $250,000

Issue 5.

The Down Payment of The Second Marital House ($90,000) within The Marital Settlement Agreement is Marital Funds and Not a Loan from The Appellee's Dad

The Appellee Lied regarding The down Payment ($90,000) of our Second (2nd) Marital House at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093)

The Appellee said that The ($90,000) was a loan from her dad

Supporting Facts and Argument:

Five Reasons that The Appellee Lied about The down Payment ($90,000) of our Second Marital House

1-The Fact is these ($90,000) are Marital funds came from selling our First (1st) Marital House at:

(4008 Falls road, Baltimore, MD, 21211)

At The price of The sum of One Hundred Forty-Five Thousand ($145,000.00)

Witnesseth &The Settlement Statement of 1st Marital House (4008 Falls Rd, Baltimore, MD, 21211) **(Exhibit-28)**

Closing Disclosure 2nd Marital House (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) **(Exhibit-29)**

This means that The Appellee had more than The Down Payment ($90,000) for our Second Marital Home located at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093).

2- The Appellee's Annual income $120,000 as a physician assistant at Sinai hospital Baltimore, MD. So, she was saving Starting from our marriage on 07-22-2011 till selling our First marital house on 05-30-2018, That means about Seven (7) years of Saving from our marital Annual income $120,000 Which means she owned more than ($90,000) from our marital saving funds as a down payment For our second and current marital house at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093).

3- The Appellee has a Third (3rd) investment House in Virginia at (1724 Mathews Ter Portsmouth, VA, 23704) which was generating Extra Annual income from 2011 till 2018.

4- I am (Appellant) I was a staying at home dad who Saved lots of marital funds for The Appellee instead of spending money at Daycare and Nannies Expenses for our children for 7 years starting from 2012 till she sold our first marital house on 2018.

5- The Down Payment ($90,000) is Not a Loan from The Appellee's Dad based on many reasons and evidence Like:

(A) The Appellee **didn't** show Any Wire Transfer from her dad's (Mr.Daniel Lynn) account to her account.

(B) The Appellee **didn't** show Any Check Deposit from her dad's (Mr.Daniel Lynn) to her account.

(C) The Appellee **didn't** show Any Cash Withdrawal from her dad's (Mr.Daniel Lynn) account with the amount of ($90,000) before buying our Marital House on 05-18-2018.

Issue 6.

The Appellee Took an Advantage of my Sickness, Lack of finances and Language barrier.

The Appellee is quite familiar with all divorce process because this is her Second Divorce case.

The Appellee prepared this Unfair Marital Settlement Agreement which resulted in losing all my legal rights.

Supporting Facts and Argument:

Based on the Marital Settlement Agreement on 05-24-2023 **(Exhibit-30)**

(1) She took 100% of Physical and Legal Custody.

(2) She took 100% of 401K and all retirement benefits, So I can't ask for my share at 401k or any retirement benefits for the course of marriage later.

(3) She took 100% of the Child support.

(4) She took 100% Share of all Marital Funds at all bank accounts.

(5) She took 100% Share of the Marital Car (Toyota Corolla Rav4 - Silver Color).

(6) She tricked me to wave my Rights to ask for an Alimony.

(7) She took the down payment ($90,000) from our marital house under the lie that this ($90,000) was a loan from her dad without any evidence or proof.

(8) She was Not fair at distributing The Gross Equity of our Marital Home in Maryland by taking (60%) and giving me only (40%).

(9) She tricked me by signing a Quit Claim Deed to remove my name from the Deed of the Marital home at a Zero Dollars Value while the home worth more than ($500,000).

(10) I lost my **Equity Sharing** at the investment home located in Virginia because The Appellee was using our Marital funds during marriage to pay the mortgage for that house located at (1724 Mathews Ter Portsmouth, VA, 23704)

(11) The Current market value for The investment Home located at (1724 Mathews Ter Portsmouth, VA, 23704)

(A) Zillow.com: ($185,000 - $234,000) And (B) Redfin.com: ($234,000 – $2K78,000) (Exhibit-31)

(12) We used to file our Family joint tax Since 2011 including **The Virginia House** as you will see in the Third (3) page of the family Tax form that was filed on (03-19-2023) and was signed by me and The Appellee **(Exhibit-32)**

(13) The Appellee didn't mention within The Marital Settlement Agreement The Virgina investment Home located at (1724 Mathews Ter Portsmouth, VA, 23704)

(14) The Appellee used to collect all the marital family tax return funds every year at her private bank account which I don't have any access to that funds since the start of our marriage on 07-22-2011.

(15) **The Appellee** tricked me so I lost my chance to file for **The Discovery** and **SUBPOENA.**

Issue 7.

The Circuit Court of Baltimore County denied my Late Appraisal submission on (10-20-2023) of The Marital house due to my sickness.

Supporting Facts and Argument:

1-With The Help and Co-Operation of The Appellee I made My appraisal of the Second Marital Home located at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) after one week from the divorce
That was on 06-01-2023 by (Mr.John Toohey)
(Toohey Appraisals, INC)
Located at (1835 York road, Timonium, MD, 21093)
Phone (410-252-2300)

2- Due to my sickness and my Homelessness and The Lack of legal assistance because I don't have any lawyer to represent me.

3- When I tried to submit a motion for a late appraisal on (10-20-2023)
My motion got denied by The Circuit Court of Baltimore County.

4- My appraisal was ($455,000) **(Exhibit-33)**

5-The Appellee appraisal was ($440,000) **(Exhibit-34)**

So, my appraisal was higher than The Appellee by $15,000

6- On the other hand The Appellee recently hired a second Appeal lawyer **(Mr.Jeffrey H. Kreshtool)** to work on my Appeal who will cost The Appellee from $15,000 up to $30,000

7- Now The Appellee has Two lawyers who are representing her at the same case, Those Two lawyers will cost her more than ($15,000).

8- So, she got The Second Appeal lawyer as a kind of revenge to destroy me and to take all my legal rights that I lost within The Marital Settlement Agreement.

And I failed to File for The Discovery and SUBPOENA because I didn't have an honest lawyer that Fears God to help me in a fair way.

9- So, The Appellee felt unsafe and uncomfortable with her First lawyer (Mr.Timothy Marsheck) because she knows exactly that she is doing something wrong for that reason she hired a Second Appeal lawyer (Mr.Jeffrey H. Kreshtool).

10- So the money she saved by preventing me from submitting my late appraisal due to my sickness.

Now, she is going to pay more than ($15,000) to the second Appeal lawyer (Mr.Jeffrey H. Kreshtool).

11- In God I Trust

Issue 8.

The Appellee Was Tricking me since the beginning of the divorce case till I lost everything Because this is considered her Second Divorce Case.

Supporting Facts and Argument:

1- I was the one who raised up our children since the first day of their birth through a Big Non-Monetary Contributions during week days and weekends as a staying at home dad.

2- While The Appellee was working from 9 AM till 5 PM or 8 PM as a Physician Assistant who is making $120,000

3- Then after our children grown up I was taking them to school and bringing them back home and studding for them.

4- My Contribution to my family has been substantial, As I was the one who was always there consistently whenever they were ill and needed my care and support.

5- I gave The Appellee the peace of mind by taking the majority of household tasks over my shoulders then she became successful at her work while all her entire family live far away in Virginia.

6- The Appellee tricked me by purchasing my Flight Ticket with her credit card to push me to leave the marital house to travel to Egypt to see my mom after 10 years, By this way The Appellee will get the Full Physical custody **(Exhibit-35)**

7- After I went to Egypt I got too sick and Covid-19 hit us in Egypt then I lost my Aunt and Uncle.

8- Then The Appellee removed my Phone number (646-922-2221) from the family plan so I lost the connection with The USA and my children, So I can't find any lawyer in USA to represent me after I lost my phone number connection.

9- Due to my sickness in Egypt I didn't get notified with The Discovery, So I missed my chance for the Discovery.

10- I am came from a very poor family in Egypt and we survive at $40 only as a monthly income for my entire family **(Exhibit-36)**

11- I had to sell some of our furniture in Egypt to collect the money for my return flight ticket to USA.

12- When I returned back to USA on 2022, I was too sick due to my kidney stones, so I was urinating blood plus my other mental and physical health issues.

13- After I came back to USA on 2022 I tried to file again for The Discovery but unfortunately got denied.

14- Also when I tried to file for SUBPOENA also got denied as well because I was too sick and I didn't have any money to hire any lawyer to help me.

15- Even my free lawyer (Ms. Doris Walker) from (MVLS) program left me before my trial due to my sickness.

16-The Final Conclusion of my appeal is:

There is **No Normal Person** Worldwide will sign any document to make himself **Lose All his legal rights** unless this person is **Mentally Sick or was Fallen under Threat.**

So, what is built on Falsehood is False itself.

17- Finally I am asking of The Honorable Appellate Court of Maryland and The Spirit of Law to look into my case in a merciful way.

18- This was a Confession to The Honorable Appellate Court of Maryland that Represents God's justice on Earth.

Issue 9.

The Bias and Unfair Marital Settlement Agreement that represents a Conflict of interest

This was The Second Divorce Case for The Appellee

So she prepared this bias and unfair marital settlement agreement that represents a Conflict of interest

She took an advantage of my sickness, lack of financials and lack of Legal representation.

And disregarded all my marital legal rights according Maryland divorce law.

Supporting Facts and Argument:

(1) The Appellee didn't acknowledge or mention within The Marital settlement agreement that She paid The down payment ($90,000) of The Second house at: (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093)

From ($145,000) of the First house that was sold on 2018 at: (4008 Falls Rd, Baltimore, MD, 21211)

(A) I lived with The Appellee and our children at that First marital house for Seven (7) years starting from 2011 to 2018

(B) She used to pay The Mortgage of our 1st marital house from our marital funds at: (4008 Falls Rd, Baltimore, MD, 21211)

(C) And we used to file our family taxes jointly during the course of marriage including that house from 2011 till she sold it in 2018 for ($145,000)

(D) While I was working as a staying home dad taking care of our children plus all house tasks as a house keeper.

(E) This was entitled to me for an equity share at that First marital house at: (4008 Falls Road, Baltimore, MD, 21211)

(F) And when she sold that home in 2018 for ($145,000) Based on The Settlement Statement.

I didn't get my equity share at that first marital house which placed me under unfair collateral damage and conflict of interest.

So I am asking The Appellee to provide to The Appellate Court of Maryland with:

1- All Closing Statements related to The First marital home at: (4008 Falls Rd, Baltimore, MD, 21211) which was sold on 2018

2- All Tax Records of the same First house.

==========

(2) The Appellee didn't acknowledge or mention within The Marital settlement agreement

The Third Family investment house in Virginia at: (1724 Mathews Ter Portsmouth, VA, 23704)

While she Is Renting this 3rd House as a source of income to our family.

The Appellee used to pay the mortgage of that 3rd House from our marital funds

And we used to file our family taxes jointly together including that 3rd House during the course of marriage from 2011 till our recent divorce on 05-24-2023

Which will entitle me for an equity share at that 3rd family investment house at: (1724 Mathews Ter Portsmouth, VA, 23704)

So I am asking The Appellee to provide to The Appellate Court of Maryland with:

1- The current status of The 3rd family investment house at: (1724 Mathews Ter Portsmouth, VA, 23704)

2- The Accumulated annual marital income generated from that investment house starting from (07-22-2011) till (05-24-2023)

3- My equity share from the marital funds that The Appellee was using to pay the mortgage of that 3rd investment house at: (1724 Mathews Ter Portsmouth, VA, 23704) starting from (07-22-2011) till (05-24-2023)

==========

(3) The Appellee didn't acknowledge or mention The Family Car (Toyota Corolla Rav4 - Silver Color) that she sold recently

The Appellee used to pay the auto loan payments of that family Car during the course of marriage from Our marital funds from 2011 till our recent divorce on 05-24-2023

Which will entitle me for an equity share at that family Car.

So I am asking The Appellee to provide to The Appellate Court of Maryland with:

1- The Closing Statement of that Family car that was sold recently.

==========

(4) The Appellee didn't acknowledge or mention within The Marital settlement agreement All Marital Funds at her Open and Closed Bank accounts during the course of marriage starting from 07-22-2011 till our recent divorce on 05-24-2023

Which will entitle me for an equity share at all that family funds.

As I was a staying at home dad taking care of our children and took all duties and responsibilities for our marital house as a house keeper.

And provided The Appellee peace of mind to be successful at her work as a Physician assistant at Sinai Hospital making annually $120,000

So if we multiply the annual marital income ($120,000) by 10 years (starting from 07-22-2011 till 03-08-2021)

So, The total estimated Marital funds will be around ($1,200,000) (One Million and Two hundred Thousand dollars)

Plus The annual income generated from The investment House in Virginia at: (1724 Mathews Ter Portsmouth, VA, 23704)

So I am asking The Appellee to provide The Appellate Court of Maryland with:

1- All open and closed bank Statements accounts which contain accumulated marital funds starting from 07-22-2011 till 05-24-2023

==========

(5) I am asking The Appellee to provide The Honorable Appellate Court of Maryland with:

1- All documents related to any personal property, Land, Car, Jewelry that was purchased during marriage with marital funds.

2- List of all Family furniture that was purchased during marriage with marital funds.

3- All Stock market shares that were purchased during marriage by using our marital funds.

4- Personal Credit cards debts that were paid off by using marital funds.

5- All our marital Tax returned funds that The Appellee was collecting at her own private bank account starting from 2011 till 05-24-2023

==========

3. **Relief Requested.** Identify the action you would like the Appellate Court of Maryland to take (reverse the judgment, vacate the judgment, remand the case to the circuit court, etc.):

1-To vacate All judgments related to The Marital Settlement Agreement and Renegotiate The Marital Settlement Agreement.

2-To vacate all judgments related to The Quit Claim Deed of the Marital house at a Zero dollars value on (05-24-2023)

Located at (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093).

3- To give me the permession to SUBPOENA The Appellee within my Appeal.

4- To give me permission to reopen The discovery that I missed due to my severe sickness and lack of legal representation while I was outside USA.

4. **Related Cases or Appeals.** Identify all prior appeals from this circuit court case or any related case. Provide the case name, case number, and the outcome of the appeal.

Mohamed Ibrahim

Signature

Mohamed A. Ibrahim

Printed Name

309 Redwood Circle, Westside Homeless Shelter

Address

Catonsville, MD, 21228

11-21-2023

CERTIFICATE OF SERVICE

I certify that on 11-21-2023 (date) I served a complete copy of this Informal Brief on all parties by mailing it to:

The Appellate Court of Maryland: 361 Rowe Boulevard, Annapolis, MD, 21401

Marsheck, Timothy Charles: (Marsheck Law, LLC) - P.O. Box 0034, Bel Air, MD, 21014

Kreshtool, Jeffrey Howard: (Schwartz & Greenbaum, LLC) - 409 Washington Avenue, Suite 300, Towson, MD, 21204

Mohamed Ibrahim
Signature

Please note: *If the Certificate of Service is not completed, this filing will not be accepted. If you do not serve the other party or parties in this case, this filing may be stricken and the appeal dismissed.*

IF YOU ARE AN INCARCERATED INDIVIDUAL IN A CORRECTIONAL FACILITY FILL OUT THIS CERTIFICATE

CERTIFICATE OF FILING (Md. Rule 1-322)

I, _____ (name), certify that (1) I am involuntarily confined in _____ (name of facility); I have no direct access to the U.S. Postal Service or to a permitted means of electronically filing the attached pleading or paper; (3) on _____ (date) at approximately _____ (time) I personally [ ] deposited the attached pleading or paper for mailing in a receptacle designated by the facility for outgoing mail or [ ] delivered it to an employee of the facility authorized by the facility to collect outgoing mail; and (4) the item was in mailable form and had the correct postage on it.

I solemnly affirm this _____ day of _____ 20____, under the penalty of perjury and upon personal knowledge that the foregoing statements are true.

_____
Signature

E-SERVED Baltimore County, Clerk of Court 04/17/2025 2:23 PM System SystemEnvelope:20835095
E-FILED; Baltimore County Circuit Court
Docket: 3/25/2025 2:28 PM; Submission: 3/25/2025 2:28 PM
Envelope: 20836086

DENIED
Baltimore County, MD
April 17, 2025

Proof that Defendant filed an appeal is attached as an exhibit to his motion

Judge Nancy M. Purpura
04/17/2025 1:32:18 PM

Clerk to send copies to all parties (4/17/2025 ntr)

IN The Circuit Court of Baltimore County

Circuit Court Case Number: C-03-FM-21-000945
Date: 03-25-2025

Mohamed A. Ibrahim: The Defendant
Vs.
Allison L. Lynn: The Plaintiff

Motion for Reconsideration and Request for Clarification to Alter or Amend Judgment Related To The Denial of Motion Regarding Plaintiff's Breach to MSA Based on Page (16) Clause (F)

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

NOW COMES the Defendant, Mohamed A. Ibrahim, Pro Se, and respectfully moves this Honorable Court,

To Alter, Amend and Reconsider its prior Order denying his Motion,

Regarding Plaintiff's Breach to the MSA Based on Page (16) Clause (F) (Filed January 30, 2025) **(Exhibit-1)**

The Defendant's Motion was Never Appealed by The Appellate Court of Maryland.

Look at The Appellant's (Defendant's) Brief that was filed to The Appellate Court of Maryland on (11/27/2023) **(Exhibit-2)**

The Defendant requests this court to provide clarification pursuant to **Maryland Rule 2-534**.

In Maryland, after judgment, parties typically have 10 days to file a motion to alter or amend Under **Maryland Rule 2-534.**

As No Explanation was provided.

In support of this Motion, the Defendant states as follows:

(1) LEGAL BASIS FOR RECONSIDERATION

1- **Maryland Rule 2-534** Permits a party to file a motion to alter or amend a judgment to clarify or reconsider a prior ruling.

2- Defendant's Motion identified substantial breaches by Plaintiff concerning the MSA, warranting judicial intervention.

3- The Court's order denying Defendant's Motion lacked any explanation, impeding Defendant's ability,

To understand the basis for the decision and determine further legal action.

4- A fundamental principle of due process requires that parties receive adequate reasoning behind judicial determinations,

Ensuring transparency and fairness in adjudication.

(2) PROCEDURAL BACKGROUND

1- January 30, 2025, Defendant filed Motion alleging Plaintiff's material breach of Marital Settlement Agreement ("MSA")

By Failing to Remit 40% of the equity to Defendant within 60 days After marital home Appraisal,

That was on May 26, 2023, as required under Page (6) of the MSA.

2- Defendant argued that Plaintiff's breach (ongoing for over Two (2) years),

invalidated her ability to enforce Clause (F) (Page 16), which imposes indemnification obligations.

3- On [March 20, 2025], this Court Denied Defendant's Motion without any Explanation,

Leaving Defendant unable to address deficiencies or pursue appellate remedies effectively.

(3) GROUNDS FOR RECONSIDERATION

1- Material Breach Under Maryland Law **Ricketts v. Ricketts, 393 Md. 479 (2006).**

Maryland courts recognize that a party's material breach may preclude enforcement of contractual provisions.

So, Plaintiff's failure to perform a core obligation (equity distribution) for Two (2) years Constitutes a material breach,

Rendering Clause (F) unenforceable. The Court's denial without analysis of this issue warrants reconsideration.

2- Financial Harm and Equitable Relief Defendant demonstrated severe financial harm due to Plaintiff's breach,

including homelessness, debt accrual, and inability to retain counsel.

Maryland family law Prioritizes Equitable outcomes. **(Huntley v. Huntley, 229 Md. App. 484 (2016)),**

Yet the denial ignored Defendant's documented hardship.

3- Ambiguity in Clause (F) Terms such as "financially whole" are overly broad and Unenforceable.

Under Maryland law. **Blum v. Blum, 59 Md. App. 584 (1984).**

The Court's denial may rest on this ambiguity, but Defendant seeks clarification to address this issue.

(4) GROUNDS FOR CLARIFICATION

1- The Defendant submitted clear and substantiated evidence that the Plaintiff breached the MSA,

Particularly her failure to comply with the appraisal and equity distribution provisions.

2- The Defendant suffered significant financial harm due to the Plaintiff's prolonged Noncompliance.

3- Clause (F) of MSA explicitly requires indemnification in cases of breach, which Defendant argues has been Violated.

4- The Circuit Court's denial of Defendant's Motion, without explanation, leaves Ambiguity as to whether:

A- The Court found the Motion procedurally defective.

B- The Court determined that Plaintiff's breach was Not Material; or

C- The Court deemed Clause (F) of the MSA Unenforceable.

(5) REQUEST FOR CLARIFICATION

To ensure due process and facilitate potential appellate review, Defendant respectfully requests this Court specify:

1- The legal basis for denying enforcement of Clause (F).

2- Whether Plaintiff's breach was deemed immaterial under the MSA.

3- Whether the Court found Defendant's evidence of financial harm insufficient.

(6) RELIEF REQUESTED

The Defendant respectfully asks this Court to: **1- Alter or Amend the Judgment** to grant relief under the original Motion.

2- Clarify the Basis for Denial to enable Defendant to address deficiencies.

3- Order Equitable Relief, including: **A- Immediate appraisal** of the marital home at 2025 market value.

B- Specific performance of Plaintiff's obligation to distribute 40% equity.

C- Compensation for Defendant's financial losses.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Defendant Mohamed A. Ibrahim is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To Grant this Motion for Reconsideration and Request for Clarification to Alter or Amend Judgment Related to The Denial of Motion Regarding Plaintiff's Breach to MSA Based on Page (16) Clause (F).

2- Clarify the Basis for its denial of Defendant's Motion regarding Plaintiff's Breach to The MSA.

3- Reconsider its ruling considering the evidence & legal arguments presented in Defendant's original Motion.

4- Provide specific findings addressing whether:

A- The Plaintiff's Failure to distribute equity constitutes a material breach;

B- Clause (F) of the MSA remains enforceable; and

C- The Defendant is entitled to any relief, including Financial Compensation.

5- Grant such other and further relief as justice may require.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim
/s/ Mohamed Ibrahim
Pro Se Defendant,
Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com

Certificate of Service

I certify that on 03-25-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

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Pro Se Defendant

E-SERVED Baltimore County Circuit Court 4/28/2025 2:03 PM System SystemEnvelope:20970959
E-FILED; Baltimore County Circuit Court
Docket: 4/28/2025 2:09 PM; Submission: 4/28/2025 2:09 PM
Envelope: 20970959

DENIED

Judge Nancy M. Purpura
04/28/2025 12:12:54 PM

IN The Circuit Court of Baltimore County

Entered: Clerk, Circuit Court for
Baltimore County, MD
April 28, 2025

Circuit Court Case Number:
C-03-FM-21-000945
Date: 04-21-2025

Mohamed A. Ibrahim: The Defendant
Vs.
Allison L. Lynn: The Plaintiff

Motion for Reconsideration the Denial of Defendant's Motion for Reconsideration And Request for Clarification To Alter or Amend Judgment Related To The Denial of Motion Regarding Plaintiff's Breach to MSA Based on Page (16) Clause (F)

COMES NOW the Defendant, Mohamed A. Ibrahim, as a Pro Se, And Pursuant to **Maryland Rule 2-534,**

The Defendant respectfully moves this Honorable Court to Reconsider and Clarify its Order dated **March 20, 2025,**

Denying Defendant's Motion regarding Plaintiff's breach of the Marital Settlement Agreement ("MSA")

Based on Page 16, Clause F. In Support of this Motion, Defendant States as Follows:

INTRODUCTION

1- The Defendant Never Appealed or discussed within his Previous Appeal, the Plaintiff's Breach of MSA based on Page (16) Clause (F). So, if the Circuit Court of Baltimore County investigated **(Exhibit-1)** Regarding Defendant's Appeal This Court will find that the Defendant Never Appealed or discussed within his Appeal The Plaintiff's Breach of MSA based on Page (16) Clause (F).

2- This Motion for Reconsideration is timely filed within ten (10) days of this Court's Order dated April 17th, 2025, As required by **Maryland Rule 2-534.**

3- On January 30, 2025, Defendant filed a Motion regarding Plaintiff's breach of the MSA, specifically concerning Plaintiff's Failure to distribute 40% of the marital home equity to Defendant as required by the MSA, And seeking enforcement of the indemnification provision contained in **Page 16, Clause F of the MSA.**

4- On March 20, 2025, this Court denied Defendant's Motion without providing any explanation or reasoning for its Decision. **(Exhibit-2)**

5- Defendant Respectfully requests that This Court to Reconsider its denial and Provide Clarification

Regarding the basis for its Decision, as the absence of any explanation has left Defendant without understanding of whether the Court found:

(a) No Breach Occurred.
(b) The indemnification Clause was Inapplicable.
(c) There was a Procedural Defect in the Motion; or
(d) Some other Basis for Denial.

6- The Defendant submits that reconsideration is warranted because:

(a) Plaintiff's Breach of the MSA is Clear and Ongoing.
(b) The indemnification clause is Unambiguous and Enforceable.
(c) Defendant has Suffered significant Financial harm as a result of the Plaintiff's Breach; and
(d) The interests of Justice require Enforcement of the Parties' Agreement.

STATEMENT OF FACTS

A. The Marital Settlement Agreement and Equity Distribution Provision

1- **On May 24, 2023**, the parties executed a Marital Settlement Agreement ("MSA") that was incorporated but not merged into the Judgment of Absolute Divorce.

2- Under the terms of the MSA, specifically on Page 6, Defendant agreed to waive all right, title, and interest in the Marital home located at (129 Hollow Brook Rd, Lutherville Timonium, MD, 21093) ("the Home").

3- In exchange for this waiver, Plaintiff agreed to provide Defendant with forty percent (40%) of the "gross equity" in The Home within sixty (60) days from the date of the appraisal.

4- The MSA defined "Gross Equity" as the appraised value of the Home, less the outstanding mortgage balance (Approximately $283,182.17), and less an alleged loan of $90,000.00 provided by Plaintiff's father toward purchase of Home.

5- The parties' appraisals were completed on or about May 26, 2023, with Plaintiff's appraisal valuing Home at $440,000

6- Pursuant to the MSA, Plaintiff was required to distribute 40% of the home equity to Defendant by approximately July 25, 2023 (60 days after the appraisal).

B. Plaintiff's Breach of the MSA

1- To date, nearly two years after the execution of the MSA and the completion of the Appraisals, The Plaintiff has Failed to distribute any portion of the home equity to Defendant as required by the MSA.

2- This failure constitutes a material breach of a core obligation under the MSA, as the equity distribution was the primary consideration for Defendant's waiver of his interest in the marital home.

3- Defendant disputes the characterization of the $90,000 as a loan from Plaintiff's father, as no evidence of a Loan transfer (wire transfer, check deposit, or cash withdrawal) has been provided.
The Defendant contends these funds were marital funds derived from the sale of the parties' first marital home.

4- Regardless of the dispute concerning the $90,000, Plaintiff has failed to distribute any equity whatsoever to Defendant, constituting a clear breach of the MSA even under Plaintiff's own calculation of the equity amount.

C. Indemnification Clause in the MSA

Page 16, Clause F of the MSA contains an indemnification provision that states:

"Any party who fails to comply with the 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."

1- This indemnification clause is Clear and Unambiguous, requiring any breaching party to "make [the non-breaching party] Financially whole" and "hold the other party harmless from any such breach."

2- The Plaintiff's ongoing failure to distribute the required equity has triggered this indemnification provision, obligating Plaintiff to make Defendant financially whole for the harm caused by the breach.

D. Defendant's Circumstances and Prejudice

1- The Defendant suffers from multiple documented physical and mental health conditions that have affected his ability to Advocate for himself, including conditions requiring medications that affect cognitive function and physical disabilities Requiring mobility assistance.

2- As a result of Plaintiff's failure to distribute the equity as required by the MSA, Defendant has experienced:

a. Homelessness.
b. Inability to retain legal counsel.
c. Accumulation of debt; and
d. Severe financial hardship.

3- The Defendant attempted to submit his own appraisal of the marital home on October 20, 2023, which valued the property at $455,000, but this submission was denied by the Court due to lateness.

4- Defendant's medical conditions, homelessness, and financial hardship directly contributed to his inability to timely submit the appraisal.

E. Prior Motion and Court's Denial

1- **On January 30, 2025**, Defendant filed a Motion regarding Plaintiff's breach of the MSA, specifically seeking Enforcement of the indemnification provision contained in Page 16, Clause F.

2- **On March 20, 2025,** this Court denied Defendant's Motion without providing any explanation or reasoning for its decision. **(Exhibit-2)**

3- The lack of explanation has left Defendant without understanding of the basis for the Court's decision and without guidance on how to properly address any perceived deficiencies in his motion or evidence.

4- This Motion for Reconsideration is timely filed within ten (10) days of the Court's Order,

As required by Maryland Rule 2-534.

LEGAL STANDARD

I. Maryland Rule 2-534: Motion to Alter or Amend a Judgment

1- **Maryland Rule 2-534** provides the legal basis for this Motion for Reconsideration. The rule states:

"In an action decided by the court, on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment."

2- This Motion is timely filed within ten days of this Court's Order dated April 17, 2025, as required by **Rule 2-534.**

3- **Under Rule 2-534**, this Court has broad discretion to reconsider its prior ruling, including the authority to:

a. Open the judgment to receive additional evidence.
b. Amend its findings or statement of reasons.
c. Set forth additional findings or reasons.
d. Enter new findings or reasons.
e. Amend the judgment; or
f. Enter a new judgment.

II. Standards for Granting Reconsideration

Maryland courts have recognized several grounds that warrant reconsideration **Under Rule 2-534**, including:

A. Correction of Clear Error or Manifest Injustice

1- Courts may grant reconsideration to correct a clear error of law or fact, or to prevent manifest injustice.

See **Morton v. Morrison, No. 1364, September Term 2020 (Md. Ct. Spec. App. Jan. 18, 2022)**.

2- Reconsideration is appropriate where the court misunderstood a party's position, failed to consider material facts or

Controlling legal authority, or based its decision on an erroneous interpretation of the law.

3- In the present case, the Court's denial without explanation creates a manifest injustice by leaving Defendant Without

Understanding of the basis for the decision and without guidance on how to properly address any perceived deficiencies.

B. The Defendant Need for Clarification

1- Courts may grant reconsideration to clarify ambiguities in their orders or to provide additional reasoning for their decisions, particularly when:

a- The original order lacks sufficient explanation of the court's reasoning.

b- The parties require clarification to understand their rights and obligations; or

c- The order contains ambiguities that affect implementation.

2- The Court's denial without explanation in this case necessitates clarification to allow Defendant to understand,

The Court's reasoning and determine appropriate next steps.

C. The Judicial Economy

1- Courts are more likely to grant reconsideration when doing so would serve judicial economy by avoiding an appeal.

Bash v. Bash, No. 264, September Term 2023 (Md. Ct. Spec. App. Oct. 3, 2024) (unreported).

2- Providing clarification and reconsidering the denial in this case would serve judicial economy,

By potentially avoiding the need for appeal based solely on the lack of explanation.

III. Legal Standards for Contract Interpretation and Enforcement

1- Maryland follows the objective theory of contract interpretation, giving effect to the clear terms of agreements between parties.

See Dumbarton Improvement Ass'n v. Druid Ridge Cemetery Co., 434 Md. 37, 51 (2013).

2- When a contract's language is clear and unambiguous, the court will give effect to its plain meaning.

See Ocean Petroleum Co. v. Yanek, 416 Md. 74, 86 (2010).

3- The indemnification clause in Page 16, Clause F of the MSA is clear and unambiguous, requiring any breaching party To "make [The Non-Breaching Party] Financially whole" and "Hold the other party Harmless from any such Breach."

IV. Material Breach Doctrine

1- Under Maryland law, a party's material breach may preclude enforcement of contractual provisions Against the Non-Breaching party. **See Ricketts v. Ricketts, 393 Md. 479, 503-04 (2006).**

2- A material breach occurs when a party fails to perform a substantial part of the contract Or one of its essential terms or conditions.

See Jay Dee/Mole Joint Venture v. Mayor & City Council of Baltimore, 725 F. Supp. 2d 513, 526 (D. Md. 2010).

3- Plaintiff's failure to distribute 40% of the home equity to Defendant constitutes a material breach because:

a- It involves a significant financial obligation.

b- It was a core consideration for Defendant waiving his rights to the marital home; and

c- The extended delay (nearly two years) demonstrates substantial non-performance.

VI. Due Process Considerations

1- Fundamental principles of due process require that parties receive adequate reasoning behind judicial determinations, To ensure Transparency and Fairness. **See Armstrong v. Manzo, 380 U.S. 545, 552 (1965).**

2- The lack of explanation in the Court's denial impedes Defendant's ability to understand the basis for the decision And determine further legal action, raising due process concerns.

3- Providing clarification through reconsideration would address these due process concerns, And ensure Defendant has a meaningful opportunity to be heard on the merits of his claims.

LEGAL ARGUMENT

I- The Plaintiff Has Materially Breached the Marital Settlement Agreement

A- The Equity Distribution Provision Is Clear and Enforceable

1- The MSA contains a clear and unambiguous provision requiring Plaintiff to distribute 40% of the "gross equity" in, The marital home to Defendant within sixty (60) days from the date of the appraisal.

2- This provision, located on Page 6 of the MSA, states:
"In consideration of waiving all his right, title and interest in the Home, Wife shall provide directly to Husband within sixty (60) days from the date of the above referenced appraisal, Forty Percent (40%) of the 'gross equity' in the Home."

3- The MSA further defines "gross equity" as: "'Gross equity' shall be defined as the appraised value of the Home, Less the outstanding lien of mortgage with an approximate balance of Two Hundred, Eighty-Three Thousand, One Hundred and Eighty-Two Dollars and Seventeen Cents **($283,182.17)**, And less the loan provided by Wife's father, namely Daniel R. Lynn, toward the purchase of the Home in the amount of Ninety Thousand Dollars **($90,000.00)**."

4- This provision was a material term of the MSA and formed the primary consideration for Defendant's agreement to waive all right, title, and interest in the marital home.

B- Plaintiff's Failure to Distribute Equity Constitutes a Material Breach

1- The appraisals of the marital home were completed on or about May 26, 2023, with Plaintiff's appraisal valuing the Home at **$440,000** and Defendant's later appraisal valuing the Home at **$455,000**.

2- Pursuant to the MSA, Plaintiff was required to distribute 40% of the home equity to Defendant by approximately, **July 25, 2023** Which is **(60 days After The Appraisal).**

3- To date, Nearly Two Years after the execution of the MSA and the completion of the appraisals, Plaintiff has failed to distribute any portion of the home equity to Defendant.

4- The Plaintiff's Failure constitutes a material Breach of the MSA because:
a- The equity distribution was a core obligation Under the Marital Settlement Agreement.
b- It was the primary consideration for Defendant's waiver of his interest in the marital home.
c- The amount at issue is substantial (even under Plaintiff's calculation of equity, 40% would represent a significant sum);
d- The Breach has continued for an extended period (approximately 21 months); and
e- The Breach has caused significant Prejudice to Defendant, including Homelessness and Financial Hardship.

4- **Under Maryland law**, a material breach occurs when a party fails to perform a substantial part of the contract or one of its essential terms or conditions.
See Jay Dee/Mole Joint Venture v. Mayor & City Council of Baltimore, 725 F. Supp. 2d 513, 526 (D. Md. 2010).

5- The Maryland Court of Appeals has held that "a party who commits a material breach of a contract is deprived of the Right to complain about the other party's subsequent failure to perform." **Ady v. Jenkins, 133 Md. App. 402, 420 (2000).**

6- Plaintiff's failure to distribute any equity whatsoever to Defendant for nearly two years clearly constitutes a Material Breach of the MSA.

C- The Disputed $90,000 "Loan" Does Not Excuse Plaintiff's Breach

1- While Defendant disputes the characterization of the $90,000 as a loan from Plaintiff's father, (contending these funds were marital funds derived from the sale of the parties' First Marital Home), This dispute does Not excuse Plaintiff's complete failure to distribute any equity.

2- Plaintiff has Failed to distribute Defendant's Forty Percent (40%) of the 'gross equity' in the Marital Home, Constituting a clear Breach of the MSA even under Plaintiff's own calculation of the equity amount.

3- Under Maryland law, the party claiming the existence of a loan typically bears the burden of proving its existence.

See **Shallow Run Ltd. P'ship v. State Highway Admin., 113 Md. App. 156, 174 (1996).**

4- Plaintiff has provided No evidence of the alleged loan, such as a promissory note of Any:
a- Wire transfer,
b- Check deposit, or
c- Cash withdrawal records.

5- In the absence of such evidence, the $90,000 should be treated as marital funds, further increasing the equity amount due to Defendant.

D- The Plaintiff's Breach Has Caused Significant Prejudice to Defendant

1- As a direct result of Plaintiff's Failure to distribute the required equity, Defendant has suffered significant prejudice, including:
a- Homelessness.
b- Inability to retain any legal counsel.
c- Accumulation of Debts; and
d- Severe Financial Hardship.

2- The Defendant suffers from multiple documented physical and mental health conditions that have been Exacerbated by The Financial Hardship resulting from Plaintiff's Breach.

3- The Prejudice to Defendant is Ongoing and Continues to worsen as Plaintiff Persists in her Breach of the MSA.

4- Maryland courts have recognized that prejudice to the non-breaching party is a significant factor in determining the Materiality of a breach.
See, **Barufaldi v. Ocean City, Chamber of Commerce, Inc., 196 Md. App. 1, 23 (2010).**

5- The Severe Prejudice suffered by Defendant further demonstrates the materiality of Plaintiff's breach.

E- Equity Demands Enforcement of the MSA

1- Maryland family law prioritizes Equitable Outcomes. See **Huntley v. Huntley, 229 Md. App. 484, 498-99 (2016).**

2- The Equities in this case Strongly favor enforcement of the MSA's equity distribution provision, as:
a- Defendant has fully performed his obligations under MSA by waiving all right, title, and interest in the marital home;
b- Plaintiff has enjoyed the exclusive benefit of marital home for Two years without fulfilling her promised obligation;
c- Defendant has suffered severe hardship, including Homelessness, as a result of Plaintiff's Breach; and
d- Plaintiff has offered No justification for her Failure to distribute the required Marital Equity.

3- This Court has broad discretion to fashion equitable remedies to enforce marital settlement agreements.
See **Schneider v. Schneider, 335 Md. 500, 516 (1994).**

4- Equity demands that this Court enforce the clear terms of the MSA and require Plaintiff to fulfill her obligation to distribute 40% of the home equity to Defendant.

II- Plaintiff's Breach Triggers the Indemnification Clause in Page (16), Clause (F)

A- The Indemnification Clause Is Clear and Unambiguous

1- Page 16, Clause F of the MSA contains a clear and unambiguous indemnification provision that states:

"Any party who fails to comply with the 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."

2- Under Maryland's objective theory of contract interpretation, when a contract's language is clear and unambiguous, The court will give effect to its plain meaning. See **Ocean Petroleum Co. v. Yanek, 416 Md. 74, 86 (2010).**

3- The indemnification clause in MSA is clear & Unambiguous, requiring three specific obligations from Breaching Party:
a- To "Indemnify The Other Party";
b- To "Make The Other Party Financially Whole"; and
c- To "Hold The Other Party Harmless from Any Such Breach."

4- These obligations are triggered by any failure to comply with the provisions of the MSA or any breach of the MSA.

5- As demonstrated in the previous section, Plaintiff has materially breached the MSA by failing to distribute 40% of the home equity to Defendant as required.

6- This breach directly triggers the indemnification clause, obligating Plaintiff to make Defendant financially whole and hold him harmless from the breach.

B- The Indemnification Clause Is Enforceable Under Maryland Law

1- Maryland courts routinely enforce indemnification provisions in contracts, including marital settlement agreements.
See, **Pulte Home Corp. v. Parex, Inc., 403 Md. 367, 381-82 (2008),**
(Discussing enforceability of indemnification provisions generally).

2- The Court of Appeals has held that "indemnity clauses are enforceable in Maryland."
Heat & Power Corp. v. Air Prods. & Chems., Inc., 320 Md. 584, 593 (1990).

3- The indemnification clause in the MSA is not contrary to public policy,
As it simply requires a Breaching Party to make the Non-Breaching Party whole for damages caused by the Breach.

4- The clause is also not unconscionable, as it applies equally to both parties and was part of a negotiated agreement between the parties.

5- There is No legal basis for refusing to enforce this clear and unambiguous provision of the MSA.

C- The Indemnification Clause Requires Plaintiff to Make Defendant Financially Whole

1- The indemnification clause specifically requires breaching party to "make [the non-breaching party] financially whole."

2- To "make whole" means to compensate fully for losses or damages suffered.
See **Black's Law Dictionary (11th ed. 2019)**
(defining "make whole" as "to put in a sound or excellent condition" or "to compensate (a victim) completely for losses").

3- In the context of this case, making Defendant financially whole requires, at minimum:
a- Immediate distribution of the 40% equity that was due approximately 21 months ago.
b- Interest on the equity amount from the date it was due (approximately July 25, 2023) to the Present.
c- Compensation for Financial Losses directly resulting from the Delayed Payment, including costs associated with Defendant's Homelessness and Accumulated debt; and
d- Reasonable attorney's fees, which are explicitly included in the indemnification provision.

4- Maryland courts have recognized that indemnification Provisions should be interpreted to effectuate their purpose, Of making The Non-Breaching Party Whole. See **Jones v. Hyatt Ins. Agency, Inc., 356 Md. 639, 658 (1999).**

5- Enforcing the indemnification clause according to its plain meaning is necessary to fulfill the parties' intent as Expressed in the MSA.

D- The Court Has Authority to Enforce the Indemnification Clause

1- This Court has broad authority to enforce the terms of the MSA, including the indemnification clause.
See **Schneider v. Schneider, 335 Md. 500, 516 (1994)**
(Discussing court's authority to enforce Marital Settlement Agreements).

2- **Maryland Rule 2-534** specifically authorizes the Court to "amend The Judgment or enter a new judgment" Upon Reconsideration.

3- The Court can and should exercise this authority to enforce the indemnification clause and require Plaintiff to make Defendant financially whole for her breach of the MSA.

E- Plaintiff's Breach Cannot Be Excused

1- There is No Legal Justification for Plaintiff's Failure to Comply with the equity distribution provision of the MSA.

2- Plaintiff has Not alleged any Impossibility, Impracticability, Frustration of purpose, or other Recognized defense to contract performance.

3- Plaintiff has had approximately 21 months to comply with her obligation to distribute 40% of the home equity to Defendant yet has Failed to do so without explanation.

4- This Unexplained and Unjustified Breach cannot be excused, and the indemnification clause must be enforced according to its terms.

F- Equity Supports Enforcement of the Indemnification Clause

1- The Equities in this case strongly favor enforcement of the indemnification clause, as:
a- Defendant has suffered severe hardship, including homelessness, as a direct result of Plaintiff's Breach.
b- The indemnification clause was specifically included in the MSA to protect against exactly this type of Breach.
c- Defendant lacks the resources to pursue protracted litigation to enforce his rights under the MSA; and
d- Enforcing the indemnification clause would effectuate the parties' intent as expressed in the MSA.

2- Maryland courts have recognized that equity favors enforcement of contractual provisions that protect the reasonable Expectations of the parties. See **Maslow v. Vanguri, 168 Md. App. 298, 321 (2006).**

3- Equity demands that this Court enforce the indemnification clause and require Plaintiff to make Defendant Financially Whole for her breach of the MSA.

III- The Court Should Provide Clarification of Its Denial

A- The Court's Denial Lacks Any Explanation

1- On March 20, 2025, this Court denied Defendant's Motion regarding Plaintiff's breach of the MSA without providing any explanation or reasoning for its decision.

2- The Order simply stated that Defendant's Motion was "**DENIED,**" without addressing:
a- Whether the Court found No Breach Occurred.
b- Whether the Court found the indemnification clause was Inapplicable.
c- Whether there was a Procedural Defect in The Motion;
d- Whether the Court considered Defendant's Health and Financial Circumstances; or
e- Any other basis for Denial.

3- This lack of explanation has left Defendant without understanding of the basis for the Court's decision and, Without Guidance on how to properly address any perceived deficiencies.

B- Clarification Is Necessary for Meaningful Review

1- Maryland courts have recognized that parties are entitled to know the basis for a court's decision to enable meaningful review. See **Fowler v. Printers II, Inc., 89 Md. App. 448, 465-66 (1991)**
(Discussing importance of court explaining basis for decision).

2- The Maryland Court of Appeals has stated that "the parties to the case and The Appellate Court, Should Not be forced to guess at the trial court's reasoning." **S & S Oil, Inc. v. Jackson, 428 Md. 621, 629 (2012).**

3- Without knowing The Basis for the Court's Denial, Defendant cannot:
a- Determine whether the Court Misunderstood or Overlooked key facts or legal arguments.
b- Address any Perceived deficiencies in his motion or evidence.
c- Assess whether an appeal would be appropriate; or
d- Understand what steps, if any, he could take to enforce his rights under the MSA.

4- Clarification is therefore necessary to enable Defendant to understand and respond to the Court's decision.

C- Due Process Requires Explanation of Judicial Decisions

1- Fundamental principles of due process require that parties receive adequate reasoning behind judicial determinations to ensure transparency and fairness. See **Armstrong v. Manzo, 380 U.S. 545, 552 (1965).**

2- The Maryland Court of Appeals has recognized that "due process requires that a party to a proceeding is entitled to both notice and an opportunity to be heard on the issues to be decided in a case." **Miller v. Mathias, 428 Md. 419, 451 (2012).**

3- The opportunity to be heard is meaningless if a party cannot understand the basis for the court's decision and therefore cannot effectively respond to it.

4- The lack of explanation in the Court's denial impedes Defendant's ability to understand the basis for the decision and determine further legal action, raising due process concerns.

5- Providing clarification through reconsideration would address these due process concerns and ensure Defendant has a meaningful opportunity to be heard on the merits of his claims.

D- Maryland Rule 2-534 Authorizes the Court to Provide Clarification

1- **Maryland Rule 2-534** specifically authorizes the Court to "amend its findings or its statement of reasons for the decision" and to "set forth additional findings or reasons."

2- This provision explicitly recognizes the importance of courts providing clear explanations for their decisions and authorizes courts to supplement their reasoning upon reconsideration.

3- The Court should exercise this authority to provide clarification of its reasoning for denying Defendant's Motion.

E- Clarification Would Serve Judicial Economy

1- Providing clarification of the Court's reasoning would serve judicial economy by:
a- Potentially avoiding the need for appeal based solely on the lack of explanation.
b- Enabling Defendant to address any perceived deficiencies in his motion or evidence.
c- Providing guidance for future proceedings related to enforcement of the MSA; and
d- Promoting resolution of the dispute without further litigation.

2- Courts have recognized that providing clear explanations for decisions promotes judicial economy by reducing the need for appeals and further proceedings. See **Fowler, 89 Md. App. at 465-66.**

3- Clarification would therefore serve the interests of both the parties and the Court.

F- Defendant's Pro Se Status Warrants Additional Consideration

1- Defendant is representing himself as a Pro Se due to his Financial Circumstances, which have been Exacerbated by Plaintiff's Breach of the MSA.

2- Maryland courts have recognized that pro se litigants may be entitled to some degree of leniency in procedural matters. See **Simms v. Shearin, 221 Md. App. 460, 473 (2015).**

3- This principle is particularly applicable where, as here, The Pro Se Litigant Suffers from documented Physical and Mental health conditions that affect his ability to advocate for himself.

4- The Court should take Defendant's Pro Se status and Health conditions into account when considering his request for Clarification.

5- Providing a clear explanation of the Court's reasoning would assist Defendant in understanding and responding to the Court's decision, despite his lack of legal representation.

IV- Final CONCLUSION Regarding Plaintiff's Breach to The MSA

For the foregoing reasons, Defendant respectfully requests that this Honorable Court reconsider its Order,

Dated On March 20, 2025, denying Defendant's Motion regarding Plaintiff's breach of the MSA.

1- Plaintiff has materially breached the MSA by failing to distribute 40% of the home equity to Defendant as required,

Despite nearly two years having passed since this obligation became due.

2- This breach has triggered the indemnification clause in Page 16, Clause F of the MSA,

Which requires Plaintiff to "indemnify the other party, make him financially whole,

And hold the other party Harmless From any such breach."

3- The Court's denial of Defendant's Motion without Explanation has left Defendant without understanding of the basis

For the decision and without guidance on how to properly address any perceived deficiencies.

4- **Maryland Rule 2-534** provides this Court with Broad Authority to reconsider its prior Ruling,

Including the authority to Open The Judgment to Receive additional evidence, Amend its findings or

Statement of reasons, Set forth additional findings or Reasons, Enter new findings or reasons,

Amend the judgment, or Enter a new judgment.

5- The Court should exercise this authority to Enforce the clear terms of the MSA,

Including The Equity distribution provision and the indemnification clause, and to provide clarification of its reasoning.

For The Prior Denial.

CONCLUSION

WHEREFORE, For the foregoing reasons, Defendant is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- To Approve and Grant this Motion for Reconsideration the Denial of Defendant's Motion for Reconsideration and Request for Clarification To Alter or Amend Judgment Related To The Denial of Motion Regarding Plaintiff's Breach to MSA Based on Page (16) Clause (F).

2- To Reconsider its Order dated March 20, 2025, of denying Defendant's Motion regarding Plaintiff's breach of the MSA.

3- To Provide a Clarification regarding the Basis for its Decision.

4- To Grant Defendant's original Motion and Enforce indemnification provision contained in Page 16, Clause F of MSA.

5- To Order Plaintiff to immediately distribute to Defendant 40% of gross equity in the marital home as required by MSA.

6- To Order Plaintiff to Pay interest on Equity amount from the date it was due Starting from (July 25, 2023) till Present.

7- To Order Plaintiff to Financially compensate Defendant for his financial losses directly resulting from,

The delayed payment, including costs associated with Defendant's Homelessness and Accumulated debts.

8- To Order Plaintiff to pay Defendant's Reasonable attorney's fees, as explicitly provided in indemnification clause (F).

9- To Grant such other and further relief as the nature of this case may require and as this Court deems just and proper.

Respectfully submitted,

Mohamed Ibrahim MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

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Certificate of Service

I certify that on 04-21-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

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Respectfully submitted,

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

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DENIED (Appendix-45)

E-FILED; Baltimore County Circuit Court
Docket: 4/25/2025 3:45 PM; Submission: 4/25/2025 3:45 PM
Envelope: 20828983

Defendant is free to order his own appraisal. 1

Judge Nancy M. Purpura
04/16/2025 2:50:38 PM

IN The Circuit Court of Baltimore County

Circuit Court Case Number: C-03-FM-21-000945
Date: 03-26-2025

Mohamed A. Ibrahim: The Defendant
Vs.
Allison L. Lynn: The Plaintiff

Clerk to send copies to all parties (4/16/2025 ntr)

Motion for a New Appraisal of Marital House Based on Current Market Value of this Year (2025)

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

Defendant Mohamed A. Ibrahim, proceeding pro se, respectfully moves this Court,

For an Order requiring New appraisal of marital home located at [129 Hollow Brook Rd, Timonium, MD, 21093]

To reflect its Current Fair Market Value as of this year 2025,

1- Pursuant to **Maryland Family Law § 8-205** and this Court's inherent equitable authority.

The court must ascertain the value of all marital property based on The Latest and Most Recent Market Value.

In Maryland, the court is responsible for determining the value of marital property, including real estate,

To ensure equitable distribution during divorce proceedings.

2- According to **Maryland Family Law § 8-204**, the court must ascertain the value of all marital property,

Based on The Latest and Most Recent Market Value.

Given the significant economic changes that have occurred between 2024 and 2025,

The previously conducted appraisal from 2024 may No Longer Reflect the home's Current Fair Market Value.

Therefore, it is Reasonable to request a Reappraisal to Ensure that Any Division of property or proceeds,

From a Potential Sale is Based on Accurate and Up-To-Date information.

In support, Defendant states as follows:

(1) FACTUAL AND PROCEDURAL BACKGROUND

1- The Marital Settlement Agreement ("MSA") executed on [05-24-2023] requires,

The Plaintiff to sell the marital home and distribute 40% of the net equity to Defendant (Page 6, MSA).

2- On October 23, 2024, The Defendant obtained an appraisal valuing the marital home at $485,000

Based on the court order that was on (09-20-2024) **(Exhibit-1)**

3- Nearly Six (6) Months have elapsed since the appraisal.

4- Due to significant Economic shifts in (2024–2025) including Fluctuations in housing Demand, interest rates,

And regional market trends the 2024 valuation is No longer reflects the Current home's Fair market value.

5- The Plaintiff has Not yet sold the home. If She sold it today. So, the 2024 appraisal would inequitably Deprive Defendant of his Rightful 40% share under the MSA,

As The Sale Price Would Reflect The 2025 Current Market Values and Conditions.

Entered: Clerk, Circuit Court for Baltimore County, MD
April 17, 2025

(2) LEGAL BASIS FOR A NEW APPRAISAL

A- Equitable Principles Under Maryland Family Law

Maryland courts retain jurisdiction to ensure equitable enforcement of marital agreements.

Huntley v. Huntley, 229 Md. App. 484 (2016).

The MSA's purpose—to divide marital property Fairly is undermined if outdated valuations are used.

B- Material Change in Circumstances

1- Economic Volatility:

The U.S. housing market has experienced double-digit percentage fluctuations since 2024,

Due to inflation, interest rate hikes, and supply chain disruptions.

2- Time Delay:

The 2024 appraisal is stale.

Maryland courts routinely order updated valuations where delays prejudice a party's rights.

Blaine v. Blaine, 336 Md. 49 (1994).

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(3) RELIEF REQUESTED

Defendant respectfully asks this Court to:

1- Order a New appraisal of marital home by a licensed, Court-approved appraiser,

By Using Current 2025 market data.

2- Require Plaintiff to Co-Operate with the new appraisal by allowing appraiser to enter the marital house,

To conduct his most recent appraisal based on this year 2025 fair market value.

3- Direct that any Current or Future sale of the marital home during this year of 2025;

Will use the 2025 appraisal value to calculate Defendant's 40% equity share.

4- The Defendant is asking This Honorable Court for a request for a New Reappraisal,

Ensuring that any decisions regarding the marital home are based on its Accurate and Current Market Value.

Justice Requires that Defendant's Share Reflect The Home's True Value at The Time of Sale.

CONCLUSION

WHEREFORE, Justice Requires that Defendant's Share Reflect Home's True Value at The Time of Sale.

For the foregoing reasons, The Defendant Mohamed A. Ibrahim

is Respectfully asking The Honorable Circuit Court of Baltimore County To:

1- Grant this motion for new appraisal of the marital house based on Current and Fair market value of (2025).

2- Require The Plaintiff to Co-Operate with the new appraisal by allowing The appraiser,

To enter the marital house to conduct his most recent appraisal based on this year 2025 fair market value.

3- Such other and further relief as the nature of this cause may require.

Respectfully Submitted

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

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Certificate of Service

I certify that on 03-26-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

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(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Mohamed Ibrahim via MDEC

Signature

/s/ Mohamed Ibrahim

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Pro Se Defendant

(Exhibit-1)

E-FILED; Baltimore County Circuit Court
Docket: 8/29/2024 2:36 PM; Submission: 8/29/2024 2:36 PM
Envelope: 17826535

IN The Circuit Court of Baltimore County

The Circuit Court of Baltimore County Case Number:

C-03-FM-21-000945

Date: 08-28-2024

Mohamed A. Ibrahim: The Defendant

Vs.

Allison L. Lynn: The Plaintiff

Defendant's Motion For Order Permitting a New Appraisal Of The Marital Property

COMES NOW, Defendant Mohamed A. Ibrahim, respectfully moves this Court for an Order permitting a new appraisal of the Marital property located at 129 Hollow Brook Rd, Lutherville Timonium, MD, 21093, the marital home of the Parties.

The Plaintiff's appraisal for the marital house conducted on May 26, 2023 was $440,000.

However, based on the current real estate market value, the price of the marital house has increased to $480,000.

The Plaintiff in this case has violated the Marital Settlement Agreement between both parties by withholding Defendant's share of the value of the marital house, and has refused to cooperate with the Defendant in accordance with the Marital Settlement Agreement.

Thus, Defendant respectfully asks that this Court order a new appraisal of the marital house so that The Defendant may be fairly and equitably compensated.

As The Defendant has Not received his share of the equity from his Marital asset from The Plaintiff for more than One Year starting from 07-25-2023 till present.

True Copy Test
JULIE L. ENSOR, Clerk
Per JP
Assistant Clerk

LEGAL ARGUMENT

Maryland Law States that "

The court shall determine the fair market value of the property by ordering a sworn or verified appraisal from a disinterested real estate appraiser licensed in the State.

The real estate appraiser shall file a copy of the sworn or verified appraisal with the court.

The court may allocate the costs of the appraisal among the parties."

Md. R. Prop. Act'n 12-406(a).

In addition, Maryland law provides that "The court shall determine the value of all marital property.

After making the determination, the court may grant a monetary award as an adjustment of the equities and rights of the parties concerning marital property."

MD Cts & Jud Pro Code § 3-6A-015(b) (2013).

The Defendant respectfully asks this Court to order a New Re-appraisal of the value of the marital home so that the Defendant may be justly compensated for the New value of the marital home of both parties,

As The Defendant has Not received his share of the equity from his Marital asset from The Plaintiff for more than One Year starting from 07-25-2023 till present.

CONCLUSION

For the reasons stated above, The Defendant respectfully asking this Court to issue during The Hearing date on October 15th, 2024

1- An order permitting a New appraisal of the parties' marital home at 129 Hollow Brook Rd, Lutherville Timonium, MD, 21093,

2- For any other relief that this Court may find proper.

Respectfully submitted,

Mohamed Ibrahim

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim Pro Se Defendant,

116 W. Pennsylvania Ave, Towson, MD, 21204,

929-616-6862

vet333@hotmail.com

Certificate of Service

I Certify that on 08-28-2024 (date) I served a copy of the foregoing was sent to all parties by MDEC to: ☒MDEC

1-The Circuit Court of Baltimore County:

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Towson, MD, 21204

2-Jeffrey H. Kreshtool: Attorney for The Plaintiff:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204 jhk@sgmdlaw.com

Mohamed Ibrahim

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

929-616-6862

vet333@hotmail.com

Pro Se Defendant

True Copy Test
JULIE L. ENSOR, Clerk
By JP
Assistant Clerk

GRANTED - COST OF APPRAISAL TO BE PAID BY DEFENDANT

09/19/2024 2:41:11 PM

Clerk to docket and send copies to all parties (9/19/2024 ntr)

Entered: Clerk, Circuit Court for
Baltimore County, MD
September 20, 2024

E-FILED; Baltimore County Circuit Court
Docket: 4/21/2025 6:59 PM; Submission: 4/21/2025 6:59 PM
Envelope: 20876189

IN The Circuit Court of Baltimore County

Circuit Court Case Number:
C-03-FM-21-000945
Date: 04-21-2025

Mohamed A. Ibrahim: The Defendant
Vs.
Allison L. Lynn: The Plaintiff

Motion to Shorten Time For Reconsideration of The Denial of Defendant's Motion For A New Appraisal Of The Marital House Based on The Current Market Value of This Year (2025)

COMES NOW, Defendant Mohamed A. Ibrahim, proceeding Pro Se, Respectfully moves this Honorable Court,

Pursuant to Maryland Rule 2-534, To Reconsider its Order dated **April 16, 2025,**

Denying Defendant's Motion for New Appraisal of Marital House,

Based on Current Market Value of this Year (2025). In support of this Motion, Defendant states as follows:

I. INTRODUCTION AND PROCEDURAL HISTORY

1- The parties executed a Marital Settlement Agreement ("MSA") on May 24, 2023,

Which provides that Defendant is entitled to receive forty percent (40%) of the "Gross Equity" in the marital home located at: (129 Hollow brook Road, Lutherville-Timonium, Maryland 21093).

2- The MSA specifically defines "Gross Equity" as the appraised value of the Home, less the outstanding mortgage Balance of approximately $283,182.17 and a loan from Wife's father in the amount of $90,000.00.

3- On August 28, 2024, Defendant filed a Motion for Order Permitting a New Appraisal of the Marital Property,

Which this Court GRANTED on September 19, 2024,

With the Notation "**COST OF APPRAISAL TO BE PAID BY DEFENDANT.**"

Pursuant to Court's Order, Defendant obtained an appraisal on October 23, 2024, valuing Marital home at **$485,000.**

4- On March 26, 2025, Defendant filed a Motion for a New Appraisal of Marital House Based on Current Market Value Of this Year (2025), citing significant economic changes in the housing market between **2024 and 2025.**

5- On April 16, 2025, this Court DENIED Defendant's Motion, stating **"Defendant is Free to order his own appraisal."**

6- Defendant now seeks reconsideration of the Court's denial because,

While the Court's reasoning suggests Defendant can independently obtain an appraisal,

There Exists a Practical Impossibility:

Defendant Can Not access Marital Home to Conduct New Appraisal without The Court's intervention and Order.

II. LEGAL STANDARD

1- A motion for Reconsideration asks Court to revisit a prior decision based on new or different circumstances, facts, Or law that would justify different outcome. See **Hossainkhail v. Gebrehiwot, 143 Md. App. 716, 795 A.2d 816 (2002).**

2- Courts Grant reconsideration when:
(1) there is new evidence Not previously available;
(2) There was a Misapplication of law;
(3) The decision creates a practical impossibility; or
(4) The decision would result in manifest injustice. See **Morton v. Schlotzhauer, 449 Md. 217, 232 (2016).**

3- The Court has Broad discretion to revise its judgment when justice so requires. **Maryland Rule 2-534.**

III. GROUNDS FOR RECONSIDERATION

A. The Court's Denial Creates a Practical Impossibility

1- While the Court's denial states "Defendant is free to order his own appraisal," this overlooks the practical reality that Defendant Can Not conduct an appraisal without access to the marital home with the Court's Order.

2- Defendant has No legal right to enter the marital home without the Plaintiff's consent or a Court Order, As he conveyed his interest in the property to Plaintiff via Quit Claim Deed pursuant to the MSA.

3- Without the Court's intervention, Plaintiff Can Effectively Prevent any appraisal by denying access to the Property, Thus depriving Defendant of his contractual rights under the Marital Settlement Agreement.

4- **This Creates a "Catch-22" Situation**
Where the Court has Denied relief on the basis that Defendant can obtain his own appraisal,
Yet Defendant Can Not practically do so without the relief sought.

5- Maryland courts have recognized that orders must be practically executable.
See Huntley v. Huntley, 229 Md. App. 484 (2016)
(Holding that courts retain jurisdiction to ensure equitable enforcement of marital agreements).

B. The Court Previously Granted Substantially Similar Relief

1- **On September 19, 2024**, this Court Granted Defendant's Previous motion for a new appraisal of the marital property.

2- The circumstances between the 2024 and 2025 motions are substantially similar,
With The Primary difference being the passage of time and resulting changes in market conditions.

3- The Court's prior grant of substantially similar relief creates a reasonable Expectation,
That similar relief would be granted in similar circumstances,
Particularly when the Need for Updated valuation has only increased with time.

4- The principle of consistency in judicial decisions supports reconsideration when a court has previously granted similar relief under similar circumstances.
See Blaine v. Blaine, 336 Md. 49 (1994)
(Noting that Maryland courts routinely order updated valuations where delays prejudice a party's rights).

C. Maryland Law Requires Accurate Property Valuation

1- **Maryland Family Law § 8-204(a)** explicitly states: "The court shall determine the value of all marital property."

2- This statutory mandate requires courts to ensure accurate valuation of marital property to achieve equitable distribution.

3- Using Outdated valuations from 2024 would contradict this statutory requirement,

Particularly given the significant economic changes in the housing market between **2024 and 2025.**

4- The Court has inherent Authority **Under Maryland Family Law § 8-205,**

To Ensure Equitable Distribution based on Current Property Values.

5- Maryland follows the principle of Equitable Distribution, which requires Accurate and Current Property Valuations,

To achieve Fairness. See **Alston v. Alston, 331 Md. 496, 629 A.2d 70 (1993).**

D. The MSA Entitles Defendant to Equity Based on Accurate Appraisal

1- The MSA specifically provides that Defendant is entitled to forty percent (40%) of the "gross equity" in the marital home, with "gross equity" defined based on the appraised value.

2- The MSA contemplates that the parties would arrange for the home to be appraised by their respective licensed appraisers to calculate the home's value.

3- Denying Defendant's opportunity to obtain current appraisal effectively Denies his Contractual Rights under the MSA.

4- If Plaintiff sells the marital home in 2025, using a 2024 appraisal,

Would inequitably Deprive Defendant of his rightful 40% share based on The Current Market Value.

5- Maryland courts have consistently held that marital settlement agreements should be enforced according to their terms.

See Schneider v. Schneider, 335 Md. 500, 644 A.2d 510 (1994).

E. Direct Response to Court's Denial Reasoning

1- The Court's denial stating "Defendant is Free to Order His Own Appraisal"

Presupposes that Defendant has the Practical ability to do so without the Court's assistance.

2- This reasoning Fails to consider the Practical realities of Property Appraisal,

Which requires Physical access to the interior of the home to conduct a Proper and Accurate Assessment.

3- Professional appraisers must inspect the interior of a property to assess its condition, improvements,

And other factors that significantly impact valuation.

4- Without a court order granting access, Defendant's appraiser would be limited to an exterior-only assessment,

Which is less accurate and will be rejected by financial institutions and courts,

As insufficient for Determining True Market Value.

5- The Court's reasoning creates an Unintended barrier to the enforcement of Defendant's rights,

Under the Marital Settlement Agreement, which this Court has The Authority and Obligation to Remedy.

CONCLUSION

WHEREFORE, For the foregoing reasons, The Defendant is Respectfully requests that this Honorable Court:

1- To Reconsider and Vacate its Order dated **April 16, 2025**, denying Defendant's Motion for a New Appraisal Of Marital House Based on Current Market Value of this Year (2025) that was filed on March 23th, 2025

2- To Grant Defendant's Motion for New Appraisal of The Marital House that was filed on **March 26th, 2025,** Based on The Current Market Value of this Year (2025).

3- To Order that Plaintiff to Co-Operate with the New appraisal by allowing Defendant's Licensed Appraiser, To enter the marital home to conduct an appraisal based on the current 2025 Fair market value.

4- To Order that any Current or Future sale of the marital home during 2025, Use the 2025 appraisal value to calculate Defendant's 40% Fair and Honest equity share.

5- To Grant such other and further relief as the nature of this case may require and as this Court deems just and proper.

Respectfully submitted,

Mohamed Ibrahim MDEC

Mohammed A. Ibrahim
/s/ Mohamed Ibrahim
Pro Se Defendant,
Mohamed A. Ibrahim,
116 W. Pennsylvania Ave,
Towson, MD, 21204
771-200-7066
vet333@hotmail.com

Certificate of Service

I certify that on 04-21-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Circuit Court of Baltimore County:

401 Bosley Ave, Towson, MD, 21204

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

jhk@sgmdlaw.com

Respectfully submitted,

Mohamed Ibrahim MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Defendant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

(Appendix-46)

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

July 3, 2025

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. SCM-PET-0073-2024

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was originally postmarked August 20, 2024 and received again on May 6, 2025. The papers are returned for the following reason(s):

They are returned for failure to reflect the changes requested in prior correspondence.

Regarding Appendix Item 17, 26, and 39, pursuant to Rule 34.6, certain types of personal information should not be included in filings. The names of minor children and dates of birth should be redacted so that only initials are included. Please revise all appendix items and ensure no names or other personally identifiable information of minor children are included.

Regarding Appendix 35, redactions should completely block out the names of minor children. Tape whiteout is not an acceptable form of redaction as the name is still visible.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

(Appendix-46)

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

May 6, 2025

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. SCM-PET-0073-2024

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was originally postmarked August 20, 2024 and received again on May 6, 2025. The papers are returned for the following reason(s):

They are returned for failure to reflect the changes requested in prior correspondence.

Pursuant to Rule 34.1(g), the font of the petition may not be set in type smaller than standard 11-point. Please revise the type set size of the petition and ensure it complies with the 40 page limit.

It appears the petition contains two opinions below sections and two statements of jurisdiction. Please re-submit a corrected petition with only one opinions below section and one statement of jurisdiction. The opinions below and statement of jurisdiction must precede the conclusion and follow the order of sections prescribed under Rule 14.

Regarding Appendix Item 26 and 35 and other potential appendix items, pursuant to Rule 34.6, certain types of personal information should not be included in filings. The names of minor children should be redacted so that only initials are included. Pictures of minor children cannot be filed. Please revise all appendix items and ensure no names or other personally identifiable information of minor children are included.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

March 4, 2025

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. SCM-PET-0073-2024

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was originally postmarked August 20, 2024 and received again on March 4, 2025. The papers are returned for the following reason(s):

They are returned for failure to reflect the changes requested in prior correspondence.

The petition exceeds the limit of 40 pages allowed. Rule 33.2(b).

Pursuant to Rule 34.1(g), the font of the petition may not be set in type smaller than standard 11-point. Please revise the type set size of the petition and ensure it complies with the 40 page limit.

It appears the petition contains two opinions below sections and two statements of jurisdiction. Please re-submit a corrected petition with only one opinions below section and one statement of jurisdiction. The opinions below and statement of jurisdiction must precede the conclusion and follow the order of sections prescribed under Rule 14.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

January 2, 2025

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. SCM-PET-0073-2024

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was originally postmarked August 20, 2024 and received again on December 27, 2025. The papers are returned for the following reason(s):

They are returned for failure to reflect the changes requested in prior correspondence.

It appears the petition contains two opinions below sections and two statements of jurisdiction. Please re-submit a corrected petition with only one opinions below section and one statement of jurisdiction. The opinions below and statement of jurisdiction must precede the conclusion and follow the order of sections prescribed under Rule 14.

Regarding Appendix 31 and 32, the lower court orders dated May 31, 2024 from the Maryland Supreme Court in case no. SCM-PET-0073-2024 and the opinion dated April 4, 2024 from the Appellate Court of Maryland in case no. ACM-REG-1097-2023 cannot be edited with any markings. You must append the orders without any highlighting or markings. Please rearrange the order of appendix so that the lower court orders dated May 31, 2024 from the Maryland Supreme Court in case no. SCM-PET-0073-2024 and the opinion dated April 4, 2024 from the Appellate Court of Maryland in case no. ACM-REG-1097-2023 appear as appendix 1 and 2.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed.. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

November 19, 2024

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. SCM-PET-0073-2024

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was originally postmarked August 20, 2024 and received again on November 19, 2024. The papers are returned for the following reason(s):

Pursuant to Rule 34.1(g), the font of the petition may not be set in type smaller than standard 11-point. Please revise the type set size of the petition and ensure it complies with the 40 page limit.

The petition fails to comply with the content requirements of Rule 14, in that the petition does not contain:

A concise statement of the case. Rule 14.1(g).

The questions presented for review should appear on the first page following the cover of the petition. The questions presented for review must be followed by the list of parties (if all do not appear on the cover), then the table of contents and table of authorities, followed by the official and unofficial reports of opinions and orders entered in the case, statement of the basis for jurisdiction, constitutional provisions, treaties, etc., statement of the case, reasons for granting the writ, and the appendix. Rule 14.1.

It appears the petition contains two opinions below sections and two statements of jurisdiction. Please re-submit a corrected petition with only one opinions below section and one statement of jurisdiction. Rule 14.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

A copy of the corrected petition must be served on opposing counsel.

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

When making the required corrections to a petition, no change to the substance of the petition may be made.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

(Appendix-46)

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

August 22, 2024

Mohamed Ibrahim
116 W. Pennsylvania Ave
Towson, MD 21204

RE: Ibrahim v. Lynn
MDSC No. 73/ MDCOA No. 1097

Dear Mr. Ibrahim:

The above-entitled petition for writ of certiorari was postmarked August 20, 2024 and received August 22, 2024. The papers are returned for the following reason(s):

If you are paying the docketing fee, you must submit forty copies of the petition and appendix in booklet format on 6 1/8 by 9 1/4 inches, plus one unbound copy on 8.5- by 11-inch paper. See Rules 12.1 and 33.1. A sample paid petition and a guide to filing paid petitions are enclosed.

Alternatively, if you wish to proceed in forma pauperis, you may motion for leave to do so. Please be advised that if you choose to proceed in forma pauperis, the petition must comply with the formatting requirements prescribed by Rule 33.2 and the petition must be accompanied with a motion for leave to proceed in forma pauperis and an affidavit or declaration of indigency. Rule 39.1. For your convenience, please find the enclosed guide for filing a petition for writ of certiorari for petitioners proceeding in forma pauperis.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Your money order in the amount of $300 is returned here within.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Enclosures

my Social Security (Appendix-47)

Mohamed A. Ibrahim

Sign Out

Home > Earnings Record

Earnings Record

Review your Earnings Record

Your benefits are based on your earnings. If our records are wrong, you may not receive all the benefits to which you're entitled.

Use your own records to make sure our information is correct, and that we've recorded each year you worked. If you worked for more than one employer during any year, or if you had both earnings and self-employment income, we combined your earnings for the year.

- Review your earnings record carefully.
- Limits on Taxable Earnings for Social Security
- Why would earnings be missing from my record?

See something that doesn't match with your records? If there's a mismatch between your records and the earnings listed, contact us to request a correction.

Work Year	Taxed Social Security Earnings	Taxed Medicare Earnings
2024	$0	$0
2023	$0	$0
2022	$0	$0
2021	$0	$0
2020	$0	$0
2019	$0	$0
2018	$0	$0
2017	$0	$0
2016	$0	$0
2015	$2,790	$2,790
2014	$188	$188
2013	$610	$610

RECEIVED
JUN 06 2025
TOWSON MD SSA

(Appendix-48)

Rachel Dombrowski, Cle
Appellate Court of Maryla
7/17/2025 2:49 F

IN The Appellate Court of Maryland

Appellate Court Case Number:

ACM-REG-1097-2023

Date: 07-17-2025

Mohamed A. Ibrahim: The Appellant

Vs.

Allison L. Lynn: The Appellee

Motion To Amend The Mandate

Now Comes, The Appellant, Mohamed A. Ibrahim, Pro Se, Respectfully Requesting and moves this Honorable Court,

To Amend The Mandate of The Appellate Court of Maryland Order on April 24th, 2024 **(Appendix-1)**

For The Appeal Cost to be Paid by The Appellant.

And for Grounds thereof The Appellant in Support of this Motion, the Appellant states as Follows:

I. INTRODUCTION

This Motion seeks To Amend The Mandate of The Appellate Court of Maryland Order on April 24th, 2024

To Prevent the Appellee from seeking attorney's fees from the Appellant in the ongoing Post-Divorce Proceedings.

The Appellant asserts that the Marital Settlement Agreement (hereinafter)

Based on The Marital Settlement Agreement, Page Thirteen (13) Clause (C) (Appendix-2)

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, The "(MSA)"), Specifically Page Thirteen (13) Clause (C) regarding Counsel Fees, Precludes such requests,

Especially given the circumstances surrounding the Appellant's mental disability without any Legal Representation,

And the Appellee's alleged exploitation of This Vulnerability.

II. FACTUAL BACKGROUND

1. The parties, MOHAMED A. IBRAHIM (Appellant) and ALLISON L. LYNN (Appellee), entered into a Marital Settlement Agreement on May 24, 2023.

2. At the time of the execution of the MSA, the Appellant was suffering from a mental disability, which significantly impaired his ability to understand the full implications and fairness of the Agreement. **(Appendix-3)**

3. The Appellee took advantage of Appellant's diminished capacity, leading to an Unfair and Unconscionable MSA.

4. The Appellant, exercising his constitutional legal rights as a disabled person and without legal representation,

At the time of filing the appeal, timely filed an Appeal to regain marital rights that he lost due to his mental disability.

5. The Appellant has Not Breached any terms of the Marital Settlement Agreement.

III. LEGAL ANALYSIS

A- Interpretation of Marital Settlement Agreement, Page 13, Clause (C) - Counsel Fees

Page Thirteen (13), Clause (C) of the Marital Settlement Agreement states:

"Each of the parties shall pay his or her own counsel 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."

This Clause (C) Clearly Establishes a General Rule that each party is responsible for their own counsel fees.
The only exceptions to this rule are:

(1) if Either party Breaches the Agreement, or

(2) if either party is required to incur legal fees to enforce their rights under the Agreement.
As the Appellant has Not breached the Agreement, and is merely exercising his constitutional right to appeal,
To rectify an Unfair agreement entered into under duress and diminished capacity,
So, The Appellee is Not entitled to attorney's fees under this provision.

B- Enforceability of Marital Settlement Agreements and Mental Capacity in Maryland Law

- Maryland law Generally upholds marital settlement agreements as contracts.

- However, like any contract, their enforceability is contingent upon the parties entering into them knowingly, intelligently, And voluntarily.

- A contract, including a marital settlement agreement, may be set aside if it was procured through Fraud, Duress, Undue influence, or if One Party Lacked the Mental Capacity to Understand its terms.

See e.g., Gold v. Gold, 96 Md. App. 425 (1993); Cannon v. Cannon, 384 Md. 537 (2005).

- In Maryland, the capacity to contract requires that a party to Understand the Nature and Effect of the agreement.
***See Peoples-Law.org,**

"Contracts | The Maryland People's Law Library."

The Appellant's mental disability at the time of signing the MSA directly impacts his capacity to have, Entered into the Agreement knowingly and voluntarily.

This lack of capacity, coupled with the Appellee's alleged exploitation, renders the agreement, or at least certain

Provisions Thereof, potentially voidable or unenforceable.

Furthermore, Maryland courts have the authority to Set aside marital settlement agreements that are unconscionable or

The product of fraud, duress, or undue influence.

See e.g., Walfield v. Walfield, 131 Md. App. 116 (2000); Harvey v. Harvey, 150 Md. App. 244 (2003).

The circumstances described, where a mentally disabled individual was allegedly tricked into an unfair agreement,

Strongly suggest undue influence and unconscionability.

The Appellant's attempt to rectify this situation through an Appeal is Not Considered as a Breach of the MSA,

But rather an exercise of his Fundamental legal rights to Challenge an agreement that may be invalid due to his Compromised mental state.

C. Appellant's Actions Do Not Constitute as a Breach

The Appellee cannot claim a breach of the MSA by the Appellant for exercising his Constitutional Legal right to Appeal.

The MSA's provision regarding attorney's fees for breach is intended to deter frivolous litigation or willful disregard of the agreement's terms,

Not to Penalize a party for seeking judicial review of an agreement's validity,

Especially when mental capacity and undue influence are at issue.

The Appellant's Appeal is a legitimate challenge to the underlying fairness and enforceability of the MSA itself,

Not a Violation of its terms.

To argue otherwise would be to deny the Appellant due process and access to justice, particularly as a disabled individual.

Maryland courts recognize the importance of ensuring that agreements are entered into Fairly.

When a party challenges an agreement based on a lack of mental capacity or undue influence, the court must consider the totality of the circumstances.

The Appellant's decision to Appeal, particularly without initial legal representation due to his disability,

Underscores his genuine belief that the MSA was unfairly obtained.

This action is a pursuit of his legal rights, Not a Breach of contract.

The Appellee cannot selectively enforce beneficial clauses while ignoring the context of the agreement's formation and the Appellant's vulnerable state.

D- The MSA's Fee Provision Is Inapplicable to Good-Faith Appeals

The MSA states: "If either party breaches the Agreement, or if either party is required to incur legal fees to enforce rights Under this Agreement, the other party shall be responsible for counsel fees." (Page 13) Clause (C).

The Appellant's appeal is **Not a Breach** but a lawful exercise of his rights:

1- No Breach Occurred: Filing an appeal to challenge an unconscionable MSA is a constitutional right (***Md. Const. Art. 19***), **not a contractual breach.** ***See Frey v. Frey*, 298 Md. 552, 560 (1985)** (appeals are "remedial, Not violative").

2- Enforcement vs. Challenge: The fee clause covers *enforcement* of MSA terms (e.g., Non-Payment of equity). It does Not apply to challenges to the MSA's validity. ***Cruz v. Silva*, 189 Md. App. 196, 210 (2009).**

E- Mental Disability Renders the Fee Provision Unconscionable.

Maryland courts invalidate agreements procured through unfair advantage over disabled parties:

1- Procedural Unconscionability:

The Appellant lacked counsel and suffered impaired judgment during MSA negotiations.

***Schwartz v. Schwartz*, 124 Md. App. 412, 429 (1998) (Disability + Lack of Legal Counsel = Unconscionability).**

2- Equitable Relief:

Md. Code, Fam. Law § 8-105 voids agreements where a party lacked "meaningful choice."

***See Langston v. Langston*, 366 Md. 490, 509 (2001).**

F- Public Policy Shields Disabled Parties from Penalties.

1- Americans with Disabilities Act (ADA):

Punishing a Disabled party for accessing courts violates ADA integration mandates (***Olmstead v. L.C.*, 527 U.S. 581 (1999)).**

2- Maryland Disability Law:

Md. Code, Human Services § 7-701 bars sanctions against disabled litigants acting in Good Faith.

G- MSA Provision – Page 13, Clause (C) – Counsel Fees.

"Each of the parties shall pay his or her own counsel fees... Husband and Wife hereby specifically release each other... for Legal services related to separation and divorce... 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."

Key Takeaways:

1- Waiver Is Explicit and Comprehensive:

The MSA **unambiguously** states that each party is to bear their own legal fees related to separation/divorce **in the Past, Present, and FUTURE**, unless there is a breach or enforcement action.

- Fee Waivers & Appeals: ***Cruz v. Silva*, 189 Md. App. 196 (2009) (fee clauses limited to enforcement).**

- Md. Rule 1-341* (Sanctions require Bad Faith).

2- The Appellant Did Not Breach The Marital Settlement Agreement Terms:

- Appellant merely filed a timely appeal, acting within his **statutory appellate rights (Md. Rule 8-202(a))**, Seeking redress due to **lack of capacity and coercion** at the time of signing.

- This is **Not a breach** of the Agreement but an attempt to assert rights wrongfully waived due to **mental disability**.

3- The Appellee Is Not "Enforcing" The Agreement in Good Faith:

- The Appellee is Not enforcing rights under the Agreement. Instead, she is selectively invoking provisions, **Only to suppress Appellant's equitable relief** and **contradicting the mutual waiver of fees.**

- Maryland courts disfavor self-serving reliance on contractual terms when **Bad Faith, Overreaching, or Unconscionability** is involved.

4- Unconscionability & Disability: *Schwartz v. Schwartz*, 124 Md. App. 412 (1998).

Md. Code, Fam. Law § 8-105 (setting aside unfair agreements).

5- Disability Protections*Md. Code, Human Services § 7-701* (Accommodations for Disabled Litigants).

- *Olmstead v. L.C.*, 527 U.S. 581 (1999) (ADA integration mandate).

IV- Maryland Legal Standards.

1. Maryland Family Law Article § 11-110

Allows courts to award attorney's fees in family law matters. However, courts retain **discretion**, and contractual waivers are **enforceable** unless:

- The party seeking fees is enforcing **legitimate obligations, and**

- The opposing party **has breached** or **acted in bad faith. In *Blum v. Blum*, 59 Md. App. 584 (1984),**

The Court of Special Appeals upheld an express waiver of attorney's fees **even**

Where there was imbalance, Noting that **the agreement is binding absent fraud, duress, or unconscionability.**

2. Lack of Capacity & Coercion Undermines Enforceability

- Under **Maryland common law** and **contract law**, agreements may be voided or rescinded,

Where a party lacked **mental capacity** or was subject to undue influence

(see *Strickland v. Strickland*, 114 Md. App. 463 (1997)).

- Appellant is **disabled,** was **unrepresented or inadequately represented by any Attorney during His Appeal,**

And asserts that he was **Not competent to Understand the legal consequences** at the time of signing.

3. Maryland Rule 1-341 (Bad Faith Sanctions)

This Rule allows for fees **only when litigation is brought or maintained in bad faith or without substantial**

Justification. The Appellant's appeal is grounded in law and fact and is Not frivolous or harassing.

MD Rule 1-341: Sanctions require "bad faith" litigation. In re Attorney's Fees of Littleton, **231 Md. App. 342 (2017).**

Appellant's appeal seeks equity, Not delay.

4- Equitable Estoppel:

Appellee cannot invoke the fee clause after exploiting Appellant's disability.

Wagner v. Wagner, 109 Md. App. 1, 25 (1996).

5- Affidavits of Disability:
Submit medical Affidavits proving Appellant's incapacity During MSA execution and During The Appeal **(Appendix-3) (*Md. Rule 2-501*).**

The Appellant is Suffering from:
1- Dementia and Alzheimer's disease.
2- Memory Impairment.
3- Major depressive disorder.
4- Learning Difficulty.
5- Mild Cognitive impairment.
6- Severe Depression and Social Anxiety.

V- Constitutional and Equitable Defenses

A. Due Process and Equal Protection:

- Appellant, as a mentally disabled person, is entitled to equal access to the courts under the ADA and 14th Amendment Due Process Clause.

- His attempt to challenge the MSA or defend against fees is a protected right, not a breach of contract.

B. Unclean Hands / Selective Enforcement:

- The Appellee seeks attorney's fees for herself while denying the Appellant any recourse under the very same Agreement. This is inequitable and should be Denied.

Appendixes

1- (Appendix-1) The Appellate Court of Maryland's Mandate that Appeal was Dismissed & Costs to be paid by Appellant

2- (Appendix-2) The Marital Settlement Agreement, Please look at Page Thirteen (13) Clause (C) Counsel Fees.

3- (Appendix-3) Appellant's Medical Reports showing Appellant's Mental Disability Conditions Before & During the Appeal

CONCLUSION

- This Motion leverages Maryland's Equitable Tradition to Shield Disabled parties from Predatory fee demands.

- This Honorable Court should preclude The Appellee from Weaponizing the MSA against Appellant's Appeal.

- Based on The MSA's Fee **Page Thirteen (13) Clause (C)** is Unenforceable against The Appellant.

- The Appellant's Appeal is considered as a protected right, Not a Breach to The (MSA) Terms and Conditions.

- Granting this Motion Upholds Maryland's Commitment to Protecting Vulnerable Parties.

WHEREFORE, for the foregoing reasons, The Appellant Mohamed A. Ibrahim

is Respectfully asking that The Honorable Appellate Court of Maryland To:

1- Grant the Appellant's Motion To Amend The Mandate in Full and Deny any Current Appellee's Attorney's fees,

Based on The Appellate Court of Maryland Order on April 24th, 2024

Under the Marital Settlement Agreement Page Thirteen (13) Clause (C).

And Any Appellee's Attorney's Fees Requests in The Future related to this Case.

2- Grant such other and further relief as this Honorable Court deems just and proper

Respectfully Submitted

Mohamed Ibrahim ☒MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Appellant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 07-17-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Appellate Court of Maryland:

361 Rowe Boulevard, Annapolis, Maryland, 21401

Phone: 410-260-1450

(2) Jeffrey H. Kreshtool: Attorney for Appellee:

Schwartz & Greenbaum, LLC

409 Washington Avenue, Suite 300

Towson, MD, 21204

Phone: (410) 321-8400 ext. 105

jhk@sgmdlaw.com

Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Appellant

E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
4/24/2024 12:54 PM

IN THE APPELLATE COURT OF MARYLAND

Mohamed A. Ibrahim, Appellant	*	No. 1097, September Term 2023
v.	*	ACM-REG-1097-2023
	*	Circuit Court No. C-03-FM-21-000945
Allison L. Lynn, Appellee	*	

* * * * * * * * * * * * *

MANDATE

On the 4th day of April, 2024, it was ordered and adjudged by the Appellate Court of Maryland:

Appeal dismissed. Costs to be paid by appellant.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 24th day of April, 2024.



Rachel Dombrowski

Rachel Dombrowski, Clerk
Appellate Court of Maryland

E-FILED; Baltimore County Circuit Court
Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, moves for an award of attorneys' fees against the Defendant and states:

1. A Judgment of Absolute Divorce was entered in this case on May 24, 2023. The Judgment incorporated but did not merge the parties' Marital Settlement Agreement which was signed on the same day. Exhibit A.

2. The parties' Marital Settlement Agreement provides in part that if either party is required to incur counsel fees to enforce his or her rights, then that party is entitled to recover attorneys' fees from the other party. Exhibit A, ¶13.C, at 13.

3. After the entry of the Judgment of Absolute Divorce, the Defendant filed a Motion to Alter or Amend the Judgment which was denied. The Defendant then filed an appeal to the Appellate Court of Maryland which was dismissed. From the time of the entry of the Judgment of Absolute Divorce the Defendant filed numerous and frivolous motions in this case and in the

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

appellate Court of Maryland.[1] The Defendant's filing of the appeal and motions in both courts lacked substantial justification.

4. In order to enforce her right to a divorce the Plaintiff was required to respond to the Plaintiff's Appeal and numerous motions Thus she is entitled to attorneys' fees pursuant to the terms of the Parties' marital Settlement Agreement.

5. Pursuant to Ann. Code of Md. Fam. Law §7-107, upon a finding that there was an absence of substantial justification for a party prosecuting or defending a proceeding the court is required to award the other party reasonable costs incurred in the proceeding, including attorneys' fees.

6. Since the Defendant had no substantial justification for filing the appeal or the numerous motions which were filed in both courts, the court must award the Plaintiff attorneys' fees pursuant to Md. Fam. Law §7-107.

7. A copy of the invoices for the Plaintiff's attorneys' fees are attached hereto and incorporated herein. Exhibit B.

8. Pursuant to the parties' Marital Settlement Agreement, the Defendant is entitled to receive 40% of the equity in the parties' former home.

WHEREFORE, the Plaintiff requests:

A. That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in defendant the appeal and various post-trial motions; and

[1] The Plaintiff requests that this court take judicial notice of the court files for both this case and the appeal in the Appellate Court of Maryland in the case Mohamed Ibrahim v Allison Lynn, Appeal No. ACM-REG-1097-2023.

B. Such other and further relief as the nature of this cause may require.

WHEREFORE, the Plaintiff requests:

A. That the Motion to Support the Petition for Contempt be denied; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **APRIL 29, 2024**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

SUMMARY OF ALLISON LYNN'S ATTORNEYS' FEES

Invoice ID	Due Date	Client	Issue Date	Total
675	1/2/2024	Allison Lynn	12/3/2023	$972.25
682	1/31/2024	Allison Lynn	1/1/2024	$3,284.55
710	3/2/2024	Allison Lynn	2/1/2024	$1,504.50
746	3/31/2024	Allison Lynn	3/1/2024	$722.50
773	5/1/2024	Allison Lynn	4/1/2024	$446.25
783	5/29/2024	Allison Lynn	4/29/2024	$854.25
		Total Charges		**$7,784.30**

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 675
Date: 12/03/2023
Due On: 01/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	11/13/2023	Prepared entry of appearance in Circuit Court and Appellate Court of Maryland.	0.31	$425.00	$131.75
Expense	11/13/2023	Reimbursable expenses: Filing fee for entry of appearance in the Circuit Court for Baltimore County.	1.00	$20.25	$20.25
Service	11/14/2023	E-mail to Marsheck re: matters pending in the Circuit Court.	0.08	$425.00	$34.00
Service	11/21/2023	Reviewed Husband's Petition for Contempt. Call to client. Left voicemail. E-mail to client.	0.11	$425.00	$46.75
Service	11/27/2023	Reviewed brief filed by Appellant.	0.27	$425.00	$114.75
Service	11/27/2023	Researched Acquiesence as a defense to an appeal.	0.99	$425.00	$420.75
Service	11/28/2023	Call to client to discuss Appellant's brief.	0.48	$425.00	$204.00

Total	**$972.25**
Payment (12/03/2023)	**-$972.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$0.00	$446.25
783	05/29/2024	$854.25	$0.00	$854.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
675	01/02/2024	$972.25	$972.25	$0.00
			Outstanding Balance	**$1,300.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 682
Date: 01/01/2024
Due On: 01/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	12/05/2023	Prepared draft of Brief of Appellee.	2.54	$425.00	$1,079.50
Service	12/09/2023	Reviewed Amended Petition for Contempt. E-mail to client.	0.10	$425.00	$42.50
Service	12/11/2023	Responded to client re: Amended Petition for Contempt. Continued work on Reply Brief.	3.44	$425.00	$1,462.00
Service	12/12/2023	Call to client, she approved draft of Brief. Made final revisions and annotations to brief.	0.76	$425.00	$323.00
Expense	12/13/2023	Shipping & Postage: Fedex Shipping Brief to Appellate Court of Maryland. Tracking No. 787937026404	1.00	$50.30	$50.30
Service	12/21/2023	Reviewed motion filed by Husband in Circuit Court.	0.21	$425.00	$89.25
Service	12/22/2023	Responded to e-mail from client re: second appeal.	0.05	$425.00	$21.25
Service	12/29/2023	Reviewed documents filed by Husband with Request for De Novo Review in the Appellate Court of Maryland.	0.26	$425.00	$110.50
Service	12/30/2023	Responded to client's e-mail re: January 26, 2023 hearing.	0.25	$425.00	$106.25

Total	**$3,284.55**
Payment (01/01/2024)	**-$3,284.55**
Balance Owing	**$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$0.00	$446.25
783	05/29/2024	$854.25	$0.00	$854.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
682	01/31/2024	$3,284.55	$3,284.55	$0.00
			Outstanding Balance	**$1,300.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 710
Date: 02/01/2024
Due On: 03/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	01/10/2024	Prepared response to Motion for De Novo Review in the ACM and Second Motion for De Novo Review in Circuit Court.	0.39	$425.00	$165.75
Service	01/18/2024	Call to assignment office re: has service been made. Spoke with Pete, he confirmed no affidavit of service has been filed. Call to client.	0.52	$425.00	$221.00
Service	01/19/2024	Reviewed "Motion for Leave" e-mail to client.	1.07	$425.00	$454.75
Service	01/22/2024	Reviewed Motion to Consolidate and Motion to Supplement which were filed over the weekend. Prepared Answer. E-mail to client.	0.46	$425.00	$195.50
Service	01/23/2024	Reviewed Motion for Reconsideration.	0.23	$425.00	$97.75
Service	01/25/2024	Reviewed husband's filings from yesterday. E-mail to client re: scheduling phone call.	0.24	$425.00	$102.00
Service	01/25/2024	Call to client re: responding to Motions.	0.23	$425.00	$97.75
Service	01/26/2024	Contempt pre-hearing with Abbie Cohen. Cohen advised Husband he needs to have show cause order re-issued and have client served.	0.10	$425.00	$42.50
Service	01/31/2024	Reviewed Motion for Violation of Marital Settlement Agreement.	0.30	$425.00	$127.50

Total	**$1,504.50**
Payment (02/01/2024)	**-$243.20**
Payment (02/01/2024)	**-$1,261.30**

Balance Owing **$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$0.00	$446.25
783	05/29/2024	$854.25	$0.00	$854.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
710	03/02/2024	$1,504.50	$1,504.50	$0.00
			Outstanding Balance	**$1,300.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 746
Date: 03/01/2024
Due On: 03/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	02/05/2024	Prepared response to M	0.30	$425.00	$127.50
Service	02/15/2024	Reviewed latest show cause order. E-mail to client.	0.81	$425.00	$344.25
Service	02/16/2024	Prepared Response to Petition for Contempt and Response to Amended Petition for Contempt.	0.14	$425.00	$59.50
Service	02/19/2024	Prepared response to Motion	0.27	$425.00	$114.75
Service	02/20/2024	Reviewed response to Reply to Motion to Support Informal Brief. E-mailed to client.	0.11	$425.00	$46.75
Service	02/23/2024	Reviewed second Reply to Response to Petition for Contempt. E-mailed to client.	0.07	$425.00	$29.75

Total	**$722.50**
Payment (03/21/2024)	**-$722.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due

773	05/01/2024	$446.25	$0.00	$446.25
783	05/29/2024	$854.25	$0.00	$854.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
746	03/31/2024	$722.50	$722.50	$0.00
			Outstanding Balance	**$1,300.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 773
Date: 04/01/2024
Due On: 05/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	03/05/2024	Reviewed Motion filed in Circuit Court 2 29 2024. E-mailed to client. Prepared response to motion to Postpone Argument.	0.36	$425.00	$153.00
Service	03/11/2024	Prepared Response to Second Motion to Postpone Argument.	0.26	$425.00	$110.50
Service	03/22/2024	Zoom pre-hearing conference. Arabic interpreter was not present.	0.43	$425.00	$182.75
				Total	**$446.25**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
783	05/29/2024	$854.25	$0.00	$854.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$0.00	$446.25

Outstanding Balance	**$1,300.50**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 783
Date: 04/29/2024
Due On: 05/29/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	04/05/2024	Reviewed Unreported Opinion from Appellatte Court of Maryland. E-mailed to client. Call to client.	0.35	$425.00	$148.75
Service	04/18/2024	Prepared response to Motion for Reconsideration.	0.20	$425.00	$85.00
Service	04/20/2024	Responded to client's e-mail re: keeping father informed of medical issues with the children.	0.39	$425.00	$165.75
Service	04/25/2024	Call to client re: motion for attorneys fees.Prepared draft motion, e-mailed to client for approval.	0.76	$425.00	$323.00
Service	04/29/2024	Prepared Exhibits to Motion for Attorneys' Fees. E-filed.	0.31	$425.00	$131.75
				Total	$854.25

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$0.00	$446.25

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due

783	05/29/2024	$854.25	$0.00	$854.25
			Outstanding Balance	**$1,300.50**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$1,300.50**

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

SET FOR HEARING

Judge Nancy M. Purpura

02/03/2025 3:09:17 PM

Entered: Clerk, Circuit Court for
Baltimore County, MD
February 5, 2025

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, supplements her Motion for Attorneys' Fees and states:

1. The Plaintiff incorporates herein her Motion for Attorneys' Fees which was filed on April 29, 2024.

2. Since the previously filed Motion for Attorneys' Fees the Defendant has filed numerous additional motions.

3. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which he voluntarily dismissed.

4. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which was denied after a two hour evidentiary hearing.

5. The Plaintiff is entitled to an award of attorneys' fees pursuant to Ann. Code of Md. Fam. Law 7–107 and paragraph 13.C.

6. Invoices reflecting attorneys' fees incurred by the Plaintiff are incorporated herein as Exhibit A. The Plaintiff reserves the right to supplement Exhibit A as additional attorneys' fees are incurred before the hearing.

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

WHEREFORE, the Plaintiff requests:

A. That the Defendant be ordered to compensate the Plaintiff for her attorneys' fees incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **JANUARY 16, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ATTORNEYS' FEES

Date	Invoice No.	Amount	
December 3, 2023	675	$972.25	The Appellate Court
January 1, 2024	682	$3,284.55	Fees $7,784.30
February 1, 2024	710	$1,504.50	
March 1, 2024	746	$722.50	
April 1, 2024	773	$446.25	
April 29, 2024	783	$854.25	
June 1, 2024	814	$2,479.50	The Circuit Court
July 1, 2024	854	$63.75	
September 2, 2024	881	$408.00	Fees $4,545
October 1, 2024	909	$518.50	
November 1, 2024	931	$777.75	
December 2, 2024	960	$297.50	
	Total	**$12,329.30**	

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 675
Date: 12/03/2023
Due On: 01/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	11/13/2023	Prepared entry of appearance in Circuit Court and Appellate Court of Maryland.	0.31	$425.00	$131.75
Expense	11/13/2023	Reimbursable expenses: Filing fee for entry of appearance in the Circuit Court for Baltimore County.	1.00	$20.25	$20.25
Service	11/14/2023	E-mail to Marsheck re: matters pending in the Circuit Court.	0.08	$425.00	$34.00
Service	11/21/2023	Reviewed Husband's Petition for Contempt. Call to client. Left voicemail. E-mail to client.	0.11	$425.00	$46.75
Service	11/27/2023	Reviewed brief filed by Appellant.	0.27	$425.00	$114.75
Service	11/27/2023	Researched Acquiesence as a defense to an appeal.	0.99	$425.00	$420.75
Service	11/28/2023	Call to client to discuss Appellant's brief.	0.48	$425.00	$204.00

Total	**$972.25**
Payment (12/03/2023)	**-$972.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
675	01/02/2024	$972.25	$972.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 682
Date: 01/01/2024
Due On: 01/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	12/05/2023	Prepared draft of Brief of Appellee.	2.54	$425.00	$1,079.50
Service	12/09/2023	Reviewed Amended Petition for Contempt. E-mail to client.	0.10	$425.00	$42.50
Service	12/11/2023	Responded to client re: Amended Petition for Contempt. Continued work on Reply Brief.	3.44	$425.00	$1,462.00
Service	12/12/2023	Call to client, she approved draft of Brief. Made final revisions and annotations to brief.	0.76	$425.00	$323.00
Expense	12/13/2023	Shipping & Postage: Fedex Shipping Brief to Appellate Court of Maryland. Tracking No. 787937026404	1.00	$50.30	$50.30
Service	12/21/2023	Reviewed motion filed by Husband in Circuit Court.	0.21	$425.00	$89.25
Service	12/22/2023	Responded to e-mail from client re: second appeal.	0.05	$425.00	$21.25
Service	12/29/2023	Reviewed documents filed by Husband with Request for De Novo Review in the Appellate Court of Maryland.	0.26	$425.00	$110.50
Service	12/30/2023	Responded to client's e-mail re: January 26, 2023 hearing.	0.25	$425.00	$106.25

Total	**$3,284.55**
Payment (01/01/2024)	**-$3,284.55**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
682	01/31/2024	$3,284.55	$3,284.55	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 710
Date: 02/01/2024
Due On: 03/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	01/10/2024	Prepared response to Motion for De Novo Review in the ACM and Second Motion for De Novo Review in Circuit Court.	0.39	$425.00	$165.75
Service	01/18/2024	Call to assignment office re: has service been made. Spoke with Pete, he confirmed no affidavit of service has been filed. Call to client.	0.52	$425.00	$221.00
Service	01/19/2024	Reviewed "Motion for Leave" e-mail to client.	1.07	$425.00	$454.75
Service	01/22/2024	Reviewed Motion to Consolidate and Motion to Supplement which were filed over the weekend. Prepared Answer. E-mail to client.	0.46	$425.00	$195.50
Service	01/23/2024	Reviewed Motion for Reconsideration.	0.23	$425.00	$97.75
Service	01/25/2024	Reviewed husband's filings from yesterday. E-mail to client re: scheduling phone call.	0.24	$425.00	$102.00
Service	01/25/2024	Call to client re: responding to Motions.	0.23	$425.00	$97.75
Service	01/26/2024	Contempt pre-hearing with Abbie Cohen. Cohen advised Husband he needs to have show cause order re-issued and have client served.	0.10	$425.00	$42.50
Service	01/31/2024	Reviewed Motion for Violation of Marital Settlement Agreement.	0.30	$425.00	$127.50

Total	**$1,504.50**
Payment (02/01/2024)	**-$243.20**
Payment (02/01/2024)	**-$1,261.30**

Balance Owing **$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
710	03/02/2024	$1,504.50	$1,504.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 746
Date: 03/01/2024
Due On: 03/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	02/05/2024	Prepared response to M	0.30	$425.00	$127.50
Service	02/15/2024	Reviewed latest show cause order. E-mail to client.	0.81	$425.00	$344.25
Service	02/16/2024	Prepared Response to Petition for Contempt and Response to Amended Petition for Contempt.	0.14	$425.00	$59.50
Service	02/19/2024	Prepared response to Motion	0.27	$425.00	$114.75
Service	02/20/2024	Reviewed response to Reply to Motion to Support Informal Brief. E-mailed to client.	0.11	$425.00	$46.75
Service	02/23/2024	Reviewed second Reply to Response to Petition for Contempt. E-mailed to client.	0.07	$425.00	$29.75

Total	**$722.50**
Payment (03/21/2024)	**-$722.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due

746	03/31/2024	$722.50	$722.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 773
Date: 04/01/2024
Due On: 05/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	03/05/2024	Reviewed Motion filed in Circuit Court 2 29 2024. E-mailed to client. Prepared response to motion to Postpone Argument.	0.36	$425.00	$153.00
Service	03/11/2024	Prepared Response to Second Motion to Postpone Argument.	0.26	$425.00	$110.50
Service	03/22/2024	Zoom pre-hearing conference. Arabic interpreter was not present.	0.43	$425.00	$182.75
				Total	**$446.25**
				Payment (04/29/2024)	**-$446.25**
				Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
773	05/01/2024	$446.25	$446.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 783
Date: 04/29/2024
Due On: 05/29/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	04/05/2024	Reviewed Unreported Opinion from Appellatte Court of Maryland. E-mailed to client. Call to client.	0.35	$425.00	$148.75
Service	04/18/2024	Prepared response to Motion for Reconsideration.	0.20	$425.00	$85.00
Service	04/20/2024	Responded to client's e-mail re: keeping father informed of medical issues with the children.	0.39	$425.00	$165.75
Service	04/25/2024	Call to client re: motion for attorneys fees.Prepared draft motion, e-mailed to client for approval.	0.76	$425.00	$323.00
Service	04/29/2024	Prepared Exhibits to Motion for Attorneys' Fees. E-filed.	0.31	$425.00	$131.75

Total	**$854.25**
Payment (04/29/2024)	**-$854.25**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
783	05/29/2024	$854.25	$854.25	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 814
Date: 06/01/2024
Due On: 07/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	05/02/2024	Reviewed Petition for Writ of Certiorari. E-mailed to client.	0.61	$425.00	$259.25
Service	05/02/2024	Prepared Request for Postponement.	0.29	$425.00	$123.25
Service	05/06/2024	Prepared response to Petition for Writ of Certiorari.	0.28	$425.00	$119.00
Service	05/07/2024	Continued work on response to Petition for Writ of Certiorari.	2.80	$425.00	$1,190.00
Service	05/08/2024	Call to client re: Motion for Stay Pending Appeal.	0.30	$425.00	$127.50
Service	05/09/2024	Prepared Motion to Stay in the Supreme Court.	0.58	$425.00	$246.50
Expense	05/09/2024	Filing Fees: Filing for for Motion for Stay Pending Appeal.	1.00	$61.25	$61.25
Service	05/21/2024	Reviewed Petitioner's Motion in Support of Writ of Certiorari. E-mail to client.	0.10	$425.00	$42.50
Service	05/24/2024	Checked docket for ruling on Motion for Stay pending appeal.	0.25	$425.00	$106.25
Service	05/25/2024	Reviewed Second Motion in Support of Petition for Writ of Cert. E-mailed to client. Reviewed	0.19	$425.00	$80.75
Service	05/26/2024	revlewed filing from May 25. E-mail to client.	0.14	$425.00	$59.50
Service	05/31/2024	Call to client re: re-scheduling contempt hearing. Left voicemail. Client called back. E-mail to court.	0.15	$425.00	$63.75
				Total	**$2,479.50**

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Payment (07/11/2024)	**-$2,479.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
814	07/01/2024	$2,479.50	$2,479.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 854
Date: 07/01/2024
Due On: 07/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	06/04/2024	Researched requirements for valid subpoena.	0.15	$425.00	$63.75

Total	**$63.75**
Payment (07/11/2024)	**-$63.75**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
854	07/31/2024	$63.75	$63.75	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75

01/01/2024	Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024	Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance	**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 881
Date: 09/02/2024
Due On: 10/02/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	08/06/2024	Responded to e-mail from assignment office re: postponement.	0.36	$425.00	$153.00
Service	08/15/2024	Reviewed Motion for Postponement to Find an Attorney.	0.11	$425.00	$46.75
Service	08/23/2024	Reviewed Supreme Court Rules on Waiver of Response to Petition for Cert. Call to client. Discussed filing in the Supreme Court and other issues raised in her e-mail.	0.49	$425.00	$208.25

Total	**$408.00**
Payment (10/01/2024)	**-$408.00**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
881	10/02/2024	$408.00	$408.00	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 909
Date: 10/01/2024
Due On: 10/31/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	09/19/2024	Reviewed Motion for Reconsideration filed September 18 2024. E-mail to client.	0.06	$425.00	$25.50
Service	09/28/2024	Responded to e-mail from client re: new appraisal.	0.09	$425.00	$38.25
Service	09/28/2024	Prepared Motion for Reconsideration of New Appraisal. E-mailed to client for approval.	1.07	$425.00	$454.75

Total	**$518.50**
Payment (10/01/2024)	**-$518.50**
Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
909	10/31/2024	$518.50	$518.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 931
Date: 11/01/2024
Due On: 12/01/2024

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	10/03/2024	Responded to e-mail from client re: appraisal.	0.03	$425.00	$12.75
Service	10/08/2024	Reviewed Petition for Contempt. E-mail to client.	0.28	$425.00	$119.00
Service	10/14/2024	Prepared Response to Motion for Reconsideration filed in the Supreme Court of Maryland.	0.15	$425.00	$63.75
Service	10/19/2024	Reviewed response to Motion for Attorneys Fees in Appellate Court of Maryland. E-mail to client.	0.13	$425.00	$55.25
Service	10/23/2024	Call to client re: PEtition for Contempt and Denying Motion for Reconsideration of Motion for New Appraisal.	0.45	$425.00	$191.25
Service	10/24/2024	Call to Supreme Court re: case no for Petition for Certiorari. Left voicemail. Clerk called back, the case has still not been docketed.	0.13	$425.00	$55.25
Service	10/27/2024	Reviewed Motion to Modify Marital Settlement Agreement.. Prepared response.	0.59	$425.00	$250.75
Service	10/30/2024	Reviewed appraisal filed by husband. E-mailed to client.	0.07	$425.00	$29.75

Total	**$777.75**
Payment (11/27/2024)	**-$777.75**
Balance Owing	**$0.00**

50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
931	12/01/2024	$777.75	$777.75	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

Schwartz & Greenbaum, LLC

INVOICE

Invoice # 960
Date: 12/02/2024
Due On: 01/01/2025

Schwartz & Greenbaum, LLC

409 Washington Avenue
Towson, MD 21204

Allison Lynn
129 Hollowbrook Road
Lutherville, MD 21093

01139-Lynn

Lynn, Allison (appeal)

Type	Date	Notes	Quantity	Rate	Total
Service	11/02/2024	Filed response to request for in person Pre Hearing Conference.	0.33	$425.00	$140.25
Service	11/04/2024	Responded to E-mail from Nancy Rumbly re: time estimate.	0.07	$425.00	$29.75
Service	11/04/2024	Reviewed Motion to Provide Proof of Services.	0.26	$425.00	$110.50
Service	11/05/2024	E-mail to Abbie Cohen re: Pre-Hearing Conference.	0.04	$425.00	$17.00
				Total	**$297.50**
				Payment (12/26/2024)	**-$297.50**
				Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
960	01/01/2025	$297.50	$297.50	$0.00

PNC Escrow Account

Date	Type	Notes	Matter	Receipts	Payments	Balance
11/12/2023		Online payment deposit	01139-Lynn		$4,500.00	$4,500.00
12/03/2023		Payment for invoice #675	01139-Lynn	$972.25		$3,527.75
01/01/2024		Payment for invoice #682	01139-Lynn	$3,284.55		$243.20
02/01/2024		Payment for invoice #710	01139-Lynn	$243.20		$0.00
			PNC Escrow Account Balance		**$0.00**	

Please make all amounts payable to: Schwartz & Greenbaum, LLC

Please pay within 30 days.

NOTED

Judge Nancy M. Purpura

03/18/2025 1:39:48 PM

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 18, 2025

E-FILED; Baltimore County Circuit Court
Docket: 3/15/2025 10:30 AM; Submission: 3/15/2025 10:30 AM
Envelope: 20376057

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

LINE

Dear Clerk:

Please withdraw the Plaintiff's Motion for Attorneys' Fees.

ALLISON LYNN

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

True Copy Test
JULIE L. ENSOR, Clerk
Per
Assistant Clerk

54

Doc ID: f45f907d538a15896897d248321a2537f8bd920d

,D

CERTIFICATE OF SERVICE

I hereby CERTIFY this ~~03/14/2025~~ 3/15/2025 a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

Doc ID: f45f907d538a15896897d248321a2537f8bd920d

E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
7/22/2025 8:53 AM

MOHAMED A. IBRAHIM,	*	IN THE
	*	APPELLATE COURT
Appellant,	*	OF MARYLAND
v.	*	No. 1097, September Term 2023
ALLISON L. LYNN,	*	MDEC: ACM-REG-1097-2023
Appellee.	*	(Cir. Ct. No. C-03-FM-21-000945)

* * * * * * * * * * * * * *

ORDER

Upon consideration of the appellant's "Motion to Amend the Mandate," to which no response has yet been filed, it is, this 22nd day of July 2025, by the Appellate Court of Maryland,

ORDERED that the appellant's motion is denied.

JUDGE'S SIGNATURE
APPEARS ON ORIGINAL
ORDER

Gregory Wells, Chief Judge

IN The Appellate Court of Maryland

Correspondence to The Honorable Chief Judge. Gregory Wells

The Appellate Court Case Number:

ACM-REG-1097-2023

Date: 07-22-2025

Mohamed A. Ibrahim: The Appellant
Vs.
Allison L. Lynn: The Appellee

To: The Honorable Chief Judge: Gregory Wells

Chief Judge of The Appellate Court of Maryland

From: Mohamed A. Ibrahim - Acting as a Pro Se Appellant

RE: Request for Clarification Regarding Denial of Motion to Amend Mandate

Dear Honorable Chief Judge Wells,

The Appellant respectfully write with profound respect for this Honorable Court and urgent concern regarding,

The July 22, 2025, Order denying my Motion to Amend the Mandate without stated grounds. **(Appendix-1)**

As a Disabled pro se litigant facing Severe Cognitive impairments in form of:

(Dementia, Alzheimer's, and Major Depressive disorder, per Appendix-3),

The Appellant is seeking clarity to ensure his Due Process rights,

Under the *Americans with Disabilities Act* (ADA) and Maryland Law are Preserved.

In the above-captioned matter, to request clarification from Your Honor and the Court regarding the summary denial of

The Appellant's **Motion to Amend the Mandate**, issued on **July 22, 2025**,

just one day after the filing of the motion and **prior to the filing of any opposition by Appellee**.

Given the circumstances of this case including the Appellant's **documented mental disability**,

His **Lack of Competent Legal Representation during the drafting of the Marital Settlement Agreement (MSA)**,

And the substantial **Procedural and Equitable Concerns** raised in the appeal.

The Appellant respectfully ask that this Honorable Court **provide the reasoning underlying its denial** and **Consider the Appellant's Disability as a relevant and mitigating factor**.

(1)- Appellant's Mental Disability and Need for Reasonable Judicial Accommodation

Appellant suffers from a medically diagnosed mental disability that impairs executive functioning and decision-making, and which was present at the time of execution of the MSA dated May 24, 2023.

This disability was exacerbated by the absence of effective legal counsel during the negotiation and signing of a contract That divested him of substantial marital rights and property, and imposed burdensome obligations inconsistent with the Balance of equities recognized under **Maryland Family Law Article, Title 8.**

The **Americans with Disabilities Act (ADA), 42 U.S.C. § 12132,**

Prohibits state courts from denying access to individuals with disabilities and mandates those reasonable accommodations Be considered where warranted. As held in **Tennessee v. Lane, 541 U.S. 509 (2004),**

Access to courts is a fundamental right for which compliance with the ADA is not optional but compulsory.

Denial of a substantive motion without hearing and without explanation may be viewed as inconsistent with these obligations.

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(2)- Request for Clarification on the Summary Denial

The Motion to Amend the Mandate was submitted in good faith, with supporting grounds that included:

1- Lack of capacity and procedural unfairness in the execution of the MSA;

2- The need for equitable reconsideration of marital property rights.

3- The absence of finality in light of the Appellant's Non-Frivolous appeal under **Md. Rule 8-602(g);**

4- And the opportunity for correction of manifest injustice under the Court's inherent powers.

The Court's July 22, 2025 Order Simply States:

"Upon consideration of the Appellant's 'Motion to Amend the Mandate,' to which No response has yet been filed, it is this 22nd day of July 2025, ORDERED that the Appellant's Motion is denied."

Given the absence of opposing briefing and the brevity of the Court's Order, we respectfully request the following:

1- A Brief written statement identifying the **Legal or Procedural Grounds** for denial.

2- Clarification as to whether the denial was based on untimeliness, lack of jurisdiction, insufficient grounds under Maryland law, or any other factor; and

3- Whether the Appellant's disability, or the absence of any opposition, was considered by the Court in its decision.

Transparency in judicial decision-making is foundational to fairness, particularly when vulnerable litigants are involved.

See, e.g., **Doe v. Dept. of Public Safety, 439 Md. 201 (2014)**

(Emphasizing procedural fairness and access to justice in appellate review).

(3)- Maryland Precedent Supports Reconsideration in Family Law Appeals

Maryland appellate courts have consistently recognized that family law cases,

Especially those involving mental incapacity or Severe imbalance in bargaining power warrant heightened scrutiny.

In *Blum v. Blum*, 59 Md. App. 584 (1984), and *Strickland v. Strickland*, 114 Md. App. 463 (1997),

The Court emphasized that Marital Settlement Agreements may be invalidated when mental incapacity, coercion, or

Unconscionable conduct is shown.

The Appellant's Motion to Amend the Mandate invoked these precedents and sought no more than a fair reconsideration

of rights unjustly waived without capacity, knowledge, or legal protection. These concerns deserve meaningful judicial response.

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(4)- Procedural Concerns: Premature Denial Without Response

The Appellant's Motion (filed on July 17, 2025) was denied on July 22, 2025

Before the Appellee's 15-day response deadline under Md. Rule 8-431(c). This denies The Appellant:

1- The Right to Rebuttal, violating fundamental fairness **(*Blum v. Blum*, 59 Md. App. 584, 592 (1984)).**

2- ADA Mandated Accommodations for Disabled litigants,

(*Olmstead v. L.C.*, 527 U.S. 581 (1999); Md. Code, Human Services § 7-701(b)).

3- Request: Please Detail the legal basis for denial to ensure compliance with **Md. Rule 2-311(f)**

(Requiring reasons for summary denial).

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(5)- Equitable Relief Sought

A- Medical Evidence:

Appendix-3's Diagnoses meet ***Strickland v. Strickland*, 114 Md. App. 463 (1997) (incapacity voids agreements).**

B- Public policy:

Highlight Maryland's duty to Protect Disabled parties from "predatory fee demands"

(*Harvey v. Harvey*, 150 Md. App. 244 (2003)).

C- Constitutional imperative:

Denying fee relief penalizes exercise of due process **(14th Amendment; *Md. Rule 8-131*).**

(6)- Substantive Grounds for Amending the Mandate

The Motion rests on Maryland's robust protections for vulnerable parties:

A- The MSA's Fee Waiver (Page 13, Clause C) Is Absolute and Binding;

1- The clause expressly bars "any claim for counsel fees ... in the **PAST, PRESENT, or FUTURE"**

Unless a party Breaches or enforces the MSA. ***Cruz v. Silva*, 189 Md. App. 196, 210 (2009)**

Reaffirms that such waivers **Exclude Validity Challenges**.

2- The Appellant's Appeal is a constitutional right **(Md. Const. Art. 19)** targets the MSA's Unconscionability,

Due to mental incapacity, **Did Not Breach** The Marital Settlement Agreement **(*Frey v. Frey*, 298 Md. 552, 560 (1985)).**

B- Mental Incapacity Renders the MSA Voidable;

1- At MSA execution (May 24, 2023), The Appellant lacked The capacity to understand its terms based on (Appendix-3).

2- Maryland law voids contracts where a party lacks "Meaningful Choice"

(*Langston v. Langston*, 366 Md. 490, 509 (2001)).

3- Precedent: ***Schwartz v. Schwartz*, 124 Md. App. 412, 429 (1998)** (Disability + Lack of counsel = Unconscionability);

***Walfield v. Walfield*, 131 Md. App. 116 (2000)** (Undue influence invalidates MSAs).

C- Appellee's Fee Demand Violates Public Policy;

Punishing a Disabled Litigant for accessing courts contravenes:

1- ADA integration mandates **(Olmstead, Supra).**

2- **Md. Rule 1-341** (Sanctions require Bad Faith is absent here).

3- Equity principles **(*Wagner v. Wagner*, 109 Md. App. 1, 25 (1996)).**

(7) Prayer for Relief

Your Honor, This letter is submitted respectfully on behalf of the Appellant, Mohamed A. Ibrahim,

in response to the Court's Order dated July 22, 2025, Denying the Appellant's "Motion to Amend the Mandate."

The Appellant acknowledges receipt of the Court's decision.

Given the profound implications of this denial on the Appellant's fundamental rights and the unique circumstances surrounding this case,

Particularly concerning the Appellant's documented mental disability,

The Appellant respectfully request a detailed explanation of the reasons for the Court's denial.

A clear understanding of the Court's rationale is crucial for the Appellant to comprehend the basis of the decision and to determine appropriate next steps.

The Appellant's Motion to Amend the Mandate was predicated on compelling arguments regarding the unenforceability of certain provisions within the Marital Settlement Agreement (MSA),

Specifically concerning attorney's fees, due to the Appellant's mental disability at the time of the MSA's execution and the alleged exploitation of this vulnerability by the Appellee.

The motion highlighted that the Appellant's mental condition significantly impaired his ability to understand the full implications and fairness of the Agreement, rendering it potentially unconscionable and a product of undue influence.

These are Not mere contractual disputes but rather issues that strike at the very core of contractual validity and equitable principles under Maryland law.

The Appellant urge Your Honor to take into careful consideration the Appellant's mental disability conditions, which were

Extensively detailed in the original motion and supported by medical reports (Appendix-3 of the original motion).

Maryland law has consistently recognized the importance of mental capacity in contract formation,

And the courts have the authority to set aside agreements procured through unfair advantage over Disabled parties.

The Denial of the motion without stated reasons leaves the Appellant, a vulnerable individual, without a Clear Path

Forward in seeking redress for what he genuinely believes to be an unfair and unconscionable agreement.

The Appellant believe that a detailed explanation from the Court would Not only serve the interests of justice in this Particular case,

But also uphold the principles of Transparency and Due process that are cornerstones of the Maryland judiciary.

Such Clarification would be invaluable in guiding the Appellant's future legal efforts and ensuring that his Constitutional

Rights as a Disabled Person are Fully Protected.

The Appellant await Your Honor's Response and remain prepared to provide any further information or clarification as may be required.

Conclusion and Prayer for Relief

WHEREFORE, for the foregoing reasons, The Appellant **Mohamed A. Ibrahim**

is Respectfully asking that This Honorable Court To:

1- Issue a Clarification identifying the basis for the denial of the Motion to Amend the Mandate.

2- Acknowledge The Appellant's Mental Disability and clarify whether it was given weight in the ruling.

3- Consider Equitable or Procedural Remedies available under Maryland law to prevent manifest injustice in light of

These circumstances.

Your Honor's leadership in ensuring Fairness and access for all Maryland litigants,

Particularly those Disadvantaged by Disability or power imbalance, is a matter of great respect in our legal community.

The Appellant trust that this letter will be received in the Spirit of Professional Courtesy and Constitutional Advocacy

With which it is submitted.

Thank you for your time, your service, and your consideration of this request.

Respectfully Submitted

Mohamed Ibrahim ☒ MDEC

Mohammed A. Ibrahim

/s/ Mohamed Ibrahim

Pro Se Appellant,

Mohamed A. Ibrahim,

116 W. Pennsylvania Ave,

Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Certificate of Service

I certify that on 07-22-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Appellate Court of Maryland:

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Phone: 410-260-1450

(2) Jeffrey H. Kreshtool: Attorney for Respondent:

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Mohamed Ibrahim ☒ MDEC

Signature

/s/ Mohamed Ibrahim

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Pro Se Appellant

Rachel Dombrowski, Cl
Appellate Court of Maryla
7/25/2025 10:19 /

MOHAMED A. IBRAHIM,	*	IN THE
	*	APPELLATE COURT
Appellant,	*	OF MARYLAND
v.	*	No. 1097, September Term 2023
ALLISON L. LYNN,	*	MDEC: ACM-REG-1097-2023
Appellee.	*	(Cir. Ct. No. C-03-FM-21-000945)

* * * * * * * * * * * * *

ORDER

On July 17, 2025, the appellant filed a "Motion to Amend the Mandate." On July 21, 2025, the appellant filed a second, seemingly identical, "Motion to Amend the Mandate."

On July 22, 2025, this Court denied the appellant's July 17, 2025 motion and the appellant filed a "Request for Clarification Regarding Denial of Motion to Amend Mandate."

Upon consideration of the foregoing, it is, this 25th day of July 2025, by the Appellate Court of Maryland,

ORDERED that the appellant's July 21, 2025 "Motion to Amend the Mandate" is denied; and it is further

ORDERED that the appellant's "Request for Clarification Regarding Denial of Motion to Amend Mandate" is denied.

Judge's Signature Appears
on Original Order

Gregory Wells, Chief Judge

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Rachel Dombrowski, Cle
Appellate Court of Maryla
8/13/2025 4:16 F

IN The Appellate Court of Maryland

The Appellate Court Case Number:
ACM-REG-1097-2023
Date: 08-13-2025

Mohamed A. Ibrahim: The Appellant
Vs.
Allison L. Lynn: The Appellee

Motion To Prevent Appellee Asking for Appeal Attorney's Cost After More than (1) Year

This Motion to Dismiss Appeal Attorney's Cost Citing **Res judicata**, **Judicial estoppel**, and **Rule 2-506**.

Now Comes, The Appellant, Mohamed A. Ibrahim, Pro Se, Respectfully Requesting and moves this Honorable Court,

To Prevent the Appellee from Asking for her Appeal Attorney's Fees in Future. After Appellee Voluntary Filed

A withdrawal for her Attorney's Fees for Both the Appellate & Circuit Courts on March 15th, 2025.

1- On (04-24-2024):

The Appellee got awarded by The Appellate Court of Maryland based on The Mandate,
That The Appellant (Defendant) has to Pay the Cost of The Appeal. **(Appendix-1)**

2- On (04-29-2024):

The Appellee filed a Motion at The Circuit Court of Baltimore County asking for her Attorney's Fees
That are related to The Appeal Cost which was **($7,784.30). (Appendix-2)**

3- On (01-16-2025):

After One (1) Year the Appellee filed a Supplemental Motion for Attorney's Fees, By adding.
The Circuit Court's Fees **($4,545)** to Appeal's Fees **($7,784.30)** to make Total fees **($12,329.30) (Appendix-3)**

4- On (03-15-2025):

The Appellee Voluntarily Withdrew Her request for All her Attorney's Fees that are related to,
The Appellate Court of Maryland and The Circuit Court of Baltimore County. **(Appendix-4)**
And for Grounds thereof The Petitioner in Support of this Motion, the Petitioner states as Follows:

SUMMARY:

1- Based on The Marital Settlement Agreement Page (13) Clause (C) Under Counsel Fees (Appendix-5):

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce.
Husband & Wife hereby specifically release each other for & 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.

2- The Appellee Voluntarily Withdrew Her Request for All her Attorney's Fees:

So, The Appellee Can Not return to seek the same attorney's fees that she Voluntarily withdrew,
Because as of August 2025 which is More than One (1) Year Appellee's right to claim those fees has likely expired Under Maryland law.

Legal Analysis & Grounds : Whether The Appellee Can Refile Withdrawn Attorney's Fees Claims in The Future

1. Voluntary Withdrawal Acts as a Final Dismissal (With Prejudice) Under Maryland Law

When the Appellee voluntarily withdrew her request for attorney's fees on **March 15, 2025,**

This constituted a Final Dismissal with prejudice of those claims unless she explicitly reserved the right to refile.

Maryland Rule 2-506(a) Governs Voluntary Dismissals and States:

"A Party who has filed a pleading may dismiss the pleading or any part of it by filing a notice of dismissal at any time

Before the adverse party files an answer or a motion for summary judgment, whichever first occurs."

Key Interpretation:

If the withdrawal was unconditional (i.e., without an agreement or court order allowing refiling), it operates as a dismissal with prejudice under Maryland precedent.

See **Anne Arundel County v. Bell, 442 Md. 539, 557 (2015)**;

(Holding that voluntary dismissal **Under Rule 2-506** is final unless parties agree otherwise).

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2. Res Judicata (Claim Preclusion) Bars Re-litigation of the Same Fees

The Doctrine of res judicata prevents a party from Re-filing claims that were already withdrawn or adjudicated.

Maryland's 4-Part Test for Res Judicata (from Colandrea v. Wilde Lake, 361 Md. 371 (2000)):

A- Same parties (Appellee v. Appellant);

B- Same claim (same attorney's fees for the same appeal and circuit court proceedings);

C- Final judgment (the withdrawal was a final disposition);

D- Same cause of action (arising from the same appellate mandate).

Application Here:

The Appellee chose to abandon her claim for fees. She cannot now revive the same claim after withdrawing it.

See MPC, Inc. v. Kenny, 279 Md. 29 (1977) (Voluntary Dismissal precludes re-filing absent court permission).

3- Judicial Estoppel Prevents Plaintiff from Contradicting Her Prior Position

The Appellee represented to the court that she No Longer sought these fees.

Judicial Estoppel Prevents her from Flip-Flopping and Demanding them again.

See WinMark Ltd. P'ship v. Miles & Stockbridge, 345 Md. 614 (1997)

(A Party cannot take inconsistent positions in litigation).

4- Time-Barred Under Maryland Rule 2-535 (Reopening Judgments After 1 Year)

The Appellate Court's Mandate (April 24, 2024) was the triggering event.

Maryland Rule 2-535(a) allows courts to revise judgments only within One (1) year.

As of August 5, 2025, the 1-year window has Closed Even if the Appellee argued "Mistake," she Voluntarily withdrew.

5- Maryland Rule 2-603 – Assessment of Costs

This rule governs post-judgment cost assessments, including attorney's fees were authorized by statute or agreement. Motions must be filed within a reasonable time.

Rule 2-603(a): "Unless the court orders otherwise, costs are assessed as provided by law.

On motion of a party filed within a reasonable time, the court may assess costs otherwise."

The first motion was timely (April 29, 2024), But the voluntary withdrawal on March 15, 2025,

Without Reservation or Request to Preserve Rights, renders any future motion Untimely and Arguably Barred.

6- Voluntary Withdrawal = Waiver of Claim

The Doctrine of waiver applies when a party voluntarily and knowingly abandons a legal claim
Case Law:

Chassels v. Krepps, 235 Md. App. 1 (2017);

"A party who voluntarily abandons a motion before decision generally waives the right to later reassert the same motion unless new grounds exist."

Mills v. Mills, 255 Md. App. 739 (2022);

"Once a motion for attorney's fees is withdrawn, without prejudice or request to reserve, courts may consider the request waived absent extraordinary cause."

7- Doctrine of Laches (Equity) and Prejudice

Laches applies where: A- There is an unreasonable delay, and

B- The opposing party is prejudiced by the delay.

— **Schwartz v. Greenwood, 127 Md. App. 189 (1999)**

"Where a party sleeps on their rights and later attempts to revive a withdrawn claim, courts may bar such relief under the doctrine of laches."

From April 24, 2024 (Mandate) to today (August 5, 2025) is over 15 months, and after a voluntary withdrawal,

Which is legally significant.

8- Judicial Estoppel May Apply

If the Appellee represented to the court that she was withdrawing her request for all attorney's fees, she may be judicially estopped from asserting it again.

Dashiell v. Meeks, 396 Md. 149 (2006)

"A party who successfully persuades a court to accept a certain position may not thereafter, simply because the party's interests have changed, assume a contrary position."

This Prevents Parties from **"Playing Fast and Loose with The Courts."**

9- No New Filing Based on the Same Record Permitted

Unless the Appellee brings:

A- New statutory authority,

B- Changed circumstances, or

C- A basis for reconsideration **under Rule 2-535,**

She cannot Refile the same motion for the Same Fees that were already Withdrawn.

Case Law:

Maryland Rule 2-535 (b) – Reconsideration

Motions to revise a judgment must generally be filed within 30 days of the judgment.

Beyond that, only for fraud, mistake, or irregularity.

That window is closed. There is No judgment to Revise, since the motion was withdrawn before any ruling.

10- Principle of Finality and Waiver

Maryland law applies the doctrine of waiver and the principle of finality to motions that are voluntarily withdrawn.

Once a party withdraws a motion for attorney's fees without reservation or a court order permitting refiling,

That party is generally considered to have waived the claim for those fees for that particular matter or phase of litigation.

The courts interpret a voluntary withdrawal as an Abandonment of the claim, Barring its reassertion later.

11- No "Reset" Absent Exceptional Circumstances

Maryland courts have made clear in Unreported and Reported opinions,

That a party cannot repeatedly bring motions for attorney's fees that have been previously withdrawn or denied,

So, The prior withdrawal is treated as a Definitive Abandonment of the request.

12- Statutory and Procedural Rules

Under Maryland Family Law §12-103 (Covering Attorney's Fees in Family Actions),

Fees are subject to the Court's Discretion and Procedural Deadlines.

If a motion is withdrawn after the opportunity to be heard on Merits or after Deadline for filing such motions has Passed,

Courts are Unlikely to permit a renewed request, especially to promote Closure and Judicial Economy.

The Maryland Rules of Civil Procedure do Not provide for refiling a withdrawn motion for attorney's fees,

For the same phase of litigation unless the order of withdrawal or the court expressly preserves right to renew the motion.

13- Judicial Discretion and Equity

It is conceivable, but exceedingly rare, that a court might permit a renewed motion on **Equitable Grounds,**

(Such as Clear Mistake, Fraud, or Mutual Misunderstanding relating to the withdrawal),

But No such Equitable exception appears in Appellant's described case timeline.

14- MD FM Law Citations To Prevent Appellee from Asking for Appeal Attorney's Cost After More than (1) Year

A- Contractual Clause - Preclusive and Enforceable

Clause (C) of your Settlement Agreement states: "Each party shall pay his or her own counsel fees ... Husband & Wife Hereby specifically release each other ... from any claim or obligation to contribute to the other's counsel fees ... at any time in the PAST, PRESENT or FUTURE."

This is a robust release covering all temporal scopes.

Such a clause, properly drafted and freely agreed, is enforceable as a contract **under Maryland Family Law § 8-101**

And its interpretive principles.

Thus, by contract, The Appellee has already waived any right to attorney's fees **without resort to statutory deadlines**.

B- Enforce the Release Clause

Primary defense: The Settlement Agreement expressly precludes any future claims for attorney's fees,

in any time frame Past, Present, Future.

This clause should be enforced as a contract, Barring Appellee's attempt to resurrect claim even if withdrawn previously.

C- Tactical Note: Appellee Voluntarily Withdrew Previously

The Appellee Prior Voluntary withdrawal implies abandonment of the claim.

If The Appellee later try to seek the same fees, courts tend to view that as procedurally improper,

Or even Vexatious Bolstering **MD Rule 1-341** argument if fees are re-sought.

D- Contractual Waiver in the MSA (Primary Basis):

Citation: **Blum v. Blum, 59 Md. App. 584, 477 A.2d 289 (1984)**
(and its progeny, like **Breona C. v. Rodney D., 253 Md. App. 67, 264 A.3d 1278 (2021)**).

Analysis: Maryland courts consistently hold that marital settlement agreements are contracts and are enforced as such, absent fraud, duress, or unconscionability.
The language in **(Appendix-5)**, Page (13), Clause (C) is exceptionally broad and unambiguous:
"release each other for & from any claim or obligation... At any time in the PAST, PRESENT or FUTURE."

This specifically encompasses any future claim for contribution towards counsel fees related to the separation and divorce, including any potential claims arising from appellate proceedings stemming from that same divorce.

The Appellee's attempt to seek fees now is a direct violation of this contractual release.
Blum establishes that parties are bound by their agreements regarding fees.

E- Finality of the Voluntary Withdrawal & Time Bars:

Citation: **Maryland Rule 1-341**. Bad Faith Unjustified Proceeding
(Re: Awarding Fees Against a party, not reviving a withdrawn claim).

Analysis: The Appellee's voluntary withdrawal of her request for attorney's fees constituted a final disposition of that specific claim within the original proceedings.

- **Under Rule 2-535(a)** The 30-day window for the court to revise its own judgment (which would include Reinstating a withdrawn claim) expired long ago.

- **Under Rule 2-535(b)** allows reopening beyond 30 days only for "Fraud, Mistake, or Irregularity."
There is No allegation or evidence of fraud, mistake, or irregularity surrounding the Appellee's voluntary Decision to withdraw her fee request. Her subsequent change of mind is Not a valid ground under this rule.

- **Under Rule 1-341** pertains to sanctions for Bad Faith Litigation conduct initiated after the filing;
it does Not provide a mechanism to resurrect a claim voluntarily abandoned over a year prior.
Seeking fees now, contrary to the MSA and after voluntary withdrawal, could itself border on conduct Potentially sanctionable **Under Rule 1-341**.

Supporting Case Law:
While specific cases on reviving withdrawn fee claims after a year are rare due to the clarity of **Rule 2-535**, cases like **Pelletier v. Pelletier, 213 Md. App. 284, 73 A.3d 1104 (2013),**
Reinforce the Finality of judgments and the strict limitations on revisory power.
The principle of finality is paramount.

F- Waiver and Estoppel (Secondary/Supporting Basis):

Citation: General principles of waiver and equitable estoppel
(Applied consistently in **MD Family Law**, see **Blum and Contract Law Cases** like **Williston on Contracts**).

Analysis:
The Appellee By voluntarily withdrawing Her claim for her Attorney's Fees,
THEN, The Appellee was clearly waived her right to Pursue those specific fees within that proceeding.
Allowing her to Resurrect that claim over a year later, after both parties have relied on the finality of that withdrawal,
And the terms of the Marital Settlement Agreement, would be Fundamentally Unfair.
Appellee is Estopped from Reviving this claim due to her own voluntary act of withdrawal & passage of significant time.

15- Final Conclusion The Appellee supposed to be Barred from Refiling The Same Appeal's Fees Claim Again

For the following Reasons:

A- Voluntary Withdrawal = Final Dismissal with Prejudice according to **(Rule 2-506).**
B- Res judicata blocks Re-litigation of the same fees.
C- Judicial Estoppel Prevents The Appellee from reversing course.
D- The One (1) Year Deadline to revisit the mandate has expired **(Rule 2-535).**
E- The Appellee cannot, as a matter of right, refile or revive a motion for Appellee's Attorney's Fees,
Related to The Appellate & Circuit Court proceedings after **Voluntarily Withdrawing** the initial motion on **03-15-2025**.
The withdrawal constitutes a waiver of her right to claim those fees for those actions. If the Appellee attempts to do so.

CONCLUSION

WHEREFORE, for the foregoing reasons, The Appellant Mohamed A. Ibrahim

Is Respectfully asking that The Honorable Appellate Court of Maryland to:

1- **Grant** this Motion To Prevent Appellee from Asking for Her Appeal Attorney's Cost after More than One (1) Year.

And to Dismiss Any and/or All Appeal Attorney's Cost Citing **Res judicata**, **Judicial estoppel**, and **Rule 2-506**.

2- **Grant** such other and further relief as this Honorable Court deems just and proper

Respectfully Submitted

Mohamed Ibrahim ⊠MOEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

116 W. Pennsylvania Ave, Towson, MD, 21204

771-200-7066

vet333@hotmail.com

Pro Se Appellant

Certificate of Service

I certify that on 08-13-2025 (date) I served a copy of the foregoing was sent to all parties by Hand and Mailing by MDEC:

(1) The Appellate Court of Maryland:

361 Rowe Boulevard, Annapolis, Maryland 21201

Phone: 410-260-1450

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Mohamed Ibrahim ☒MDEC

Signature

/s/ Mohamed Ibrahim

Mohamed A. Ibrahim

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Pro Se Appellant

(Appendix-1)
To The Appellate Court of Maryland

E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
4/24/2024 12:54 PM

IN THE APPELLATE COURT OF MARYLAND

Mohamed A. Ibrahim, Appellant	*	No. 1097, September Term 2023
v.	*	ACM-REG-1097-2023
	*	Circuit Court No. C-03-FM-21-000945
Allison L. Lynn, Appellee	*	

* * * * * * * * * * * * *

MANDATE

On the 4th day of April, 2024, it was ordered and adjudged by the Appellate Court of Maryland:

Appeal dismissed. Costs to be paid by appellant.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 24th day of April, 2024.

Rachel Dombrowski
Rachel Dombrowski, Clerk
Appellate Court of Maryland

(Appendix-2)

To the Appellate Court of Maryland

E-FILED; Baltimore County Circuit Court
Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, moves for an award of attorneys' fees against the Defendant and states:

1. A Judgment of Absolute Divorce was entered in this case on May 24, 2023. The Judgment incorporated but did not merge the parties' Marital Settlement Agreement which was signed on the same day. Exhibit A.

2. The parties' Marital Settlement Agreement provides in part that if either party is required to incur counsel fees to enforce his or her rights, then that party is entitled to recover attorneys' fees from the other party. Exhibit A, ¶13.C, at 13.

3. After the entry of the Judgment of Absolute Divorce, the Defendant filed a Motion to Alter or Amend the Judgment which was denied. The Defendant then filed an appeal to the Appellate Court of Maryland which was dismissed. From the time of the entry of the Judgment of Absolute Divorce the Defendant filed numerous and frivolous motions in this case and in the

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

appellate Court of Maryland.[1] The Defendant's filing of the appeal and motions in both courts lacked substantial justification.

4. In order to enforce her right to a divorce the Plaintiff was required to respond to the Plaintiff's Appeal and numerous motions Thus she is entitled to attorneys' fees pursuant to the terms of the Parties' marital Settlement Agreement.

5. Pursuant to Ann. Code of Md. Fam. Law §7-107, upon a finding that there was an absence of substantial justification for a party prosecuting or defending a proceeding the court is required to award the other party reasonable costs incurred in the proceeding, including attorneys' fees.

6. Since the Defendant had no substantial justification for filing the appeal or the numerous motions which were filed in both courts, the court must award the Plaintiff attorneys' fees pursuant to Md. Fam. Law §7-107.

7. A copy of the invoices for the Plaintiff's attorneys' fees are attached hereto and incorporated herein. Exhibit B.

8. Pursuant to the parties' Marital Settlement Agreement, the Defendant is entitled to receive 40% of the equity in the parties' former home.

WHEREFORE, the Plaintiff requests:

A. That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in defendant the appeal and various post-trial motions; and

[1] The Plaintiff requests that this court take judicial notice of the court files for both this case and the appeal in the Appellate Court of Maryland in the case Mohamed Ibrahim v Allison Lynn, Appeal No. ACM-REG-1097-2023.

B. Such other and further relief as the nature of this cause may require.

WHEREFORE, the Plaintiff requests:

A. That the Motion to Support the Petition for Contempt be denied; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **APRIL 29, 2024**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 4/29/2024 10:53 AM; Submission: 4/29/2024 10:53 AM
Envelope: 16253647

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ALLISON LYNN'S ATTORNEYS' FEES

Invoice ID	Due Date	Client	Issue Date	Total
675	1/2/2024	Allison Lynn	12/3/2023	$972.25
682	1/31/2024	Allison Lynn	1/1/2024	$3,284.55
710	3/2/2024	Allison Lynn	2/1/2024	$1,504.50
746	3/31/2024	Allison Lynn	3/1/2024	$722.50
773	5/1/2024	Allison Lynn	4/1/2024	$446.25
783	5/29/2024	Allison Lynn	4/29/2024	$854.25
		Total Charges		**$7,784.30**

(Appendix-3)
To the Appellate Court of Maryland

SET FOR HEARING

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

Judge Nancy M. Purpura

Entered: Clerk, Circuit Court for
Baltimore County, MD
February 5, 2025

02/03/2025 3:09:17 PM

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

SUPPLEMENTAL MOTION FOR ATTORNEYS' FEES

The Plaintiff, by her undersigned attorney, supplements her Motion for Attorneys' Fees and states:

1. The Plaintiff incorporates herein her Motion for Attorneys' Fees which was filed on April 29, 2024.

2. Since the previously filed Motion for Attorneys' Fees the Defendant has filed numerous additional motions.

3. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which he voluntarily dismissed.

4. Since the previously filed Motion for Attorneys' Fees the Defendant filed a Petition for Contempt which was denied after a two hour evidentiary hearing.

5. The Plaintiff is entitled to an award of attorneys' fees pursuant to Ann. Code of Md. Fam. Law 7–107 and paragraph 13.C.

6. Invoices reflecting attorneys' fees incurred by the Plaintiff are incorporated herein as Exhibit A. The Plaintiff reserves the right to supplement Exhibit A as additional attorneys' fees are incurred before the hearing.

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

WHEREFORE, the Plaintiff requests:

A. That the Defendant be ordered to compensate the Plaintiff for her attorneys' fees incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; That she be permitted to withhold from the Defendant's share of the equity of the parties' former home the attorneys' fees shas incurred in responding to the Defendant's Appeals, Motions, and Petitions for Contempt; and

B. Such other and further relief as the nature of this cause may require.

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby CERTIFY this **JANUARY 16, 2025**, a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

E-FILED; Baltimore County Circuit Court
Docket: 1/16/2025 11:50 AM; Submission: 1/16/2025 11:50 AM
Envelope: 19567294

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. Case No. C-03-FM-21-000945

MOHAMED IBRAHIM

Defendant

SUMMARY OF ATTORNEYS' FEES

Date	Invoice No.	Amount	
December 3, 2023	675	$972.25	The Appellate Court
January 1, 2024	682	$3,284.55	Fees $7,784.30
February 1, 2024	710	$1,504.50	
March 1, 2024	746	$722.50	
April 1, 2024	773	$446.25	
April 29, 2024	783	$854.25	
June 1, 2024	814	$2,479.50	The Circuit Court
July 1, 2024	854	$63.75	
September 2, 2024	881	$408.00	Fees $4,545
October 1, 2024	909	$518.50	
November 1, 2024	931	$777.75	
December 2, 2024	960	$297.50	
	Total	**$12,329.30**	

(Appendix-4)

NOTED To the Appellate Court of Maryland

E-FILED; Baltimore County Circuit Court
Docket: 3/15/2025 10:30 AM; Submission: 3/15/2025 10:30 AM
Envelope: 20376057

Judge Nancy M. Purpura

03/18/2025 1:39:48 PM

Entered: Clerk, Circuit Court for
Baltimore County, MD
March 18, 2025

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

ALLISON LYNN

Plaintiff

v. **Case No. C-03-FM-21-000945**

MOHAMED IBRAHIM

Defendant

LINE

Dear Clerk:

Please withdraw the Plaintiff's Motion for Attorneys' Fees.

ALLISON LYNN

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL
CPF 9906240215
Schwartz & Greenbaum, LLC
409 Washington Avenue, Suite 300
Towson, Maryland 21204
(410) 321-8400 ext. 105
(410) 698-6565/Facsimile
jhk@sgmdlaw.com

Attorney for Plaintiff

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

Doc ID: f45f907d538a15896897d248321a2537f8bd920d

CERTIFICATE OF SERVICE

I hereby CERTIFY this ~~03/14/2025~~ 3/15/2025 a copy of the foregoing was sent by electronic mail to: Mohamed A. Ibrahim, 116 W. Pennsylvania Avenue, Towson, Maryland 21204, vet333@hotmail.com, ***Pro Se Appellant.***

/s/ Jeffrey H. Kreshtool
JEFFREY H. KRESHTOOL

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

Doc ID: f45f907d538a15896897d248321a2537f8bd920d

Rachel Dombrowski, Cl
Appellate Court of Maryla
8/19/2025 8:51 A

MOHAMED A. IBRAHIM,	*	IN THE
	*	APPELLATE COURT
Appellant,	*	OF MARYLAND
v.	*	No. 1097, September Term 2023
ALLISON L. LYNN,	*	MDEC: ACM-REG-1097-2023
Appellee.	*	(Cir. Ct. No. C-03-FM-21-000945)

* * * * * * * * * * * * * *

ORDER

Upon consideration of the appellant's "Motion to Prevent Appellee Asking for Appeal Attorney's Cost After More than (1) Year," to which no response has yet been filed, it is, this 19th day of August 2025, by the Appellate Court of Maryland,

ORDERED that the appellant's motion is denied.

JUDGE'S SIGNATURE
APPEARS ON ORIGINAL
ORDER

Gregory Wells, Chief Judge

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