ENERGY POLICY ADVOCATES	*	**IN THE**
Plaintiff	*	**CIRCUIT COURT**
v.	*	**FOR**
CITY OF BALTIMORE DEPARTMENT OF LAW	*	**BALTIMORE CITY**
	*	**CASE NO.: 24-C-20-001784**
Defendant.		

* *

DEFENDANT CITY OF BALTIMORE'S
MOTION TO DISMISS
AND REQUEST FOR HEARING

The Mayor and City Council of Baltimore[1] (hereinafter "the City") by and through its undersigned counsel, and pursuant to Maryland Rules 2-311, 2-322, and Section 4-362(b) of the General Provisions Article of the Maryland Code, hereby moves this Honorable Court to Dismiss with prejudice the above-captioned matter. In support of its Motion, and as more fully set forth in the accompanying Memorandum of Law, the City states that:

1. This case arises out of the City's denials of certain requests made by Plaintiff pursuant to the Maryland Public Information Act (MPIA), codified at Md. Code Ann., Gen. Prov. § 4-101 *et seq*.

2. As required by Section 4-203(c)(1) of the MPIA, the City specifically identified the records withheld in response to Plaintiff's request for information, explaining the reasons and legal authority for the denials, and why withholding attorney work product would be in the public interest, and that no part could be selectively redacted without undermining that public interest.

3. The City duly applied the MPIA's mandatory exemptions requiring the withholding of records under Section 4-301 that are "privileged or confidential by law," which encompasses

[1] The Baltimore City Department of Law is not an entity that may sue or be sued. Because the correct legal title for the City of Baltimore is the "Mayor and City Council of Baltimore," all references to the City or the Mayor and City Council of Baltimore shall include the City of Baltimore. See Baltimore City Charter, art. I, § 1.

records that are subject to attorney-client privilege, as well as Section 4-344, which encompasses the attorney work-product doctrine, and the deliberative process privilege.

4. The City properly withheld the records responsive to Plaintiff's request because all of the records fall under the aforementioned privileges outlined in MPIA Sections 4-301(1) and 4-344.

5. Plaintiff thus fails to state a claim upon which relief can be granted against the City.

WHEREFORE, for the reasons set forth above and in the City's Memorandum of Law, the City respectfully requests that this Honorable Court grant the City's Motion and dismiss this action with prejudice and grant such further relief as the nature of this case shall require.

Respectfully submitted,

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REQUEST FOR HEARING

Defendant Mayor and City Council of Baltimore hereby requests a hearing on its Motion to Dismiss.

Hanna Marie C. Sheehan
Assistant City Solicitor

ENERGY POLICY ADVOCATES	*	**IN THE**
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* *

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS
<u>AND REQUEST FOR HEARING</u>

The Mayor and City Council of Baltimore (hereinafter "the City") by and through its undersigned counsel, submits the following Memorandum of Law in Support of its Motion to Dismiss.

INTRODUCTION

Plaintiff Energy Policy Advocates (hereinafter "EPA"), has filed this action under the Maryland Public Information Act ("MPIA"), codified in Sections 4-101, *et seq.* of the General Provisions Article of the Maryland Code. Specifically, Plaintiff alleges that the City violated the MPIA in denying Plaintiff's requests for three types of documents: 1) electronic correspondence sent to or from lawyers in the Baltimore City Law Department and outside counsel; 2) any agreement between the Baltimore City Law Department and Sher Edling, LLP; and 3) correspondence between lawyers from the Baltimore City Law Department and outside environmental organizations. *See* Compl., Exs. A and C.

The City responded to the requests, denying access to the first category of documents as attorney-client communication under MPIA Section 4-301 by explaining that government attorneys and Sher Edling, LLP attorneys' communications with government employees and each other are privileged. The City denied access to the agreement between it and Sher Edling, LLP as

attorney work product, because the agreement details how in-house and outside counsel plan to handle an active lawsuit against various energy companies, making it deliberative and able to be withheld under MPIA Section 4-344. The City similarly denied access to correspondence between lawyers and outside environmental firms as it was fact based work product generated in anticipation of and during the course of active litigation. The City explained the public is best served when its government can avail itself of the same attorney-client and attorney work product privileges available to private litigants and that neither the communications nor the agreement could be redacted without undermining the purpose of the privileges. This thorough response refutes Plaintiff's allegations that the City failed to provide adequate justification in denying inspection of the requested records, and that the City's invocation of the attorney-client communications privilege, the attorney work product privilege, and the deliberative process privilege were "overly broad." Compl. ¶15. Rather, the four corners of the Plaintiff's complaint provides adequate factual support for this court to find that the City properly complied with the MPIA and properly denied access to privileged documents and that Plaintiff has failed to state a claim against the City upon which relief may be granted.

RELEVANT LEGAL STANDARD

Maryland Rule 2-322(b) provides that a motion to dismiss may be filed before an answer if the complaint "fail[s] to state a claim upon which relief may be granted." Md. Rule 2-322(b). When considering a motion to dismiss for failure to state a claim, "a court must assume the truth of, and in a light most favorable to the non-moving party, all well-pleaded facts and allegations contained in the complaint, as well as all inferences that may reasonably be drawn from them, and order dismissal only if the allegations and permissible inferences, if true, would not afford relief to the plaintiff." *RRC Northeast, LLC v. BAA Maryland, Inc.*, 413 Md. 638, 643–44 (2010).

However, "[t]he well-pleaded facts setting forth the cause of action must be pleaded with sufficient specificity; bald assertions and conclusory statements by the pleader will not suffice." *Id.*

ARGUMENT

I. The City properly denied Plaintiff's records requests and explained its reasons and legal authority as required by the MPIA.

The MPIA requires that when any portion of a request is denied, the custodian of the records shall "give the applicant a written statement that gives:

> 1. the reasons for the denial;
> 2. if inspection is denied under § 4-343 of this title:
>   A. a brief explanation of why the denial is necessary; and
>   B. an explanation of why redacting information would not address the reasons for the denial;
> 3. the legal authority for the denial;
> 4. without disclosing the protected information, a brief description of the undisclosed record that will enable the applicant to assess the applicability of the legal authority for the denial; and
> 5. notice of the remedies under this title for review of the denial; and
> (ii) allow inspection of any part of the record that is subject to inspection.

Md. Code, Gen. Prov., §4-203(c)(1).

The detailed responses to each of the Plaintiff's two requests complied with the five criteria above. First, the responses stated that access to the correspondence was denied under MPIA Section 4-301 because it was attorney-client communication. The responses explained that the people listed were attorneys for the Mayor and City Council of Baltimore (either inside or outside counsel) and cited cases where the Courts have held that the government enjoys the same attorney-client privilege as private litigants. *See* Compl., Exs. A and C.

With respect to the agreement and documents exchanged with outside consultants, the responses explained that it was attorney work product because it was prepared in anticipation of active litigation against energy companies. *See* Compl., Exs. A and C. The City acknowledged

that the attorney work product was also characterized as a type of permissive denial under Section 4-344. As such, the City took care to explain, citing several cases on this point, that the deliberative process exemption under the MPIA exists to protect from "legislatively mandated disclosure" those documents that would not be available by law to a private party in litigation with the government. The City noted that there was no part of that agreement that could be redacted and released without violating that principle. Both responses also told the Plaintiff how it could dispute this denial.

It is plain that the City gave a sufficient explanation and the proper legal authority to deny Plaintiff's access to the aforementioned records. Plaintiff has failed to state a claim upon which relief may be granted, and the Court should dismiss this action with prejudice.

A. The City properly withheld communications pursuant to the attorney-client privilege

MPIA Section 4-301 provides that "a custodian shall deny inspection of a public record or any part of a public record if . . . by law, the public record is privileged or confidential." Md. Code, Gen., Prov., § 4-301. This exemption covers the traditional privileges recognized at common law, including the attorney-client privilege. *See, e.g., Harris v. Baltimore Sun Co.*, 330 Md. 595, 604-05 (1993) ("If the requested public record is 'information relating to representation of a client,' which, if disclosed by the attorney, would place the attorney in violation of MR 1.6, the information is confidential under § 10–615(1) [now codified in MPIA Section 4-301] and not to be produced under the Act."). Specifically, the attorney-client privilege applies to "attorney-client communications pertaining to legal assistance and made with the intention of confidentiality." *E.I. du Pont de Nemours & Co. v. Forma-Pack, Inc.*, 351 Md. 396, 415–16 (1998). Plaintiff admits this fact in its complaint: "Maryland courts recognize that communications made by a client to an attorney for the purpose of obtaining legal advice are

privileged, but the fees charged are not." Compl. ¶ 28. Yet, the Plaintiff fails to mention to this Court that the response it received acknowledged that the withheld communications were ones in which lawyers sought "legal advice in confidence." Compl. Exs. B and D. Moreover, the Plaintiff never requested invoices or government budget documents concerning any fees paid to outside counsel.

In the instant case, the City properly withheld all email communications between the City and Sher Edling, LLP, a law firm that was secured as outside counsel to assist the City in active environmental litigation. There can be no dispute that this correspondence is covered by the privilege, because, as noted in the denial, it is between the City's outside counsel and the City, as the client, and specifically involves legal advice. The Supreme Court has recognized that government clients and government lawyers can have privileged attorney-client communications. *See, e.g., N.L.R.B. v. Sears, Roebuck & Co.*, 421 U.S. 132, 149–50 (1975) (attorney-client and attorney work product privileges are "available to all litigants," including the government, and "'frank discussions of legal or policy matters' in writing may be inhibited if the discussions were made public; and that the 'decisions' and 'policies formulated' would be the poorer as a result."). Lawyers do not lose their status as lawyers simply because they work for the government. 82 Md. Op. Atty Gen. 15, 16 (1997) (government lawyers are subject to the Maryland Rules of Professional Conduct, which require the preservation of client confidences). As Maryland's highest court has explained:

> [D]ocuments which are subject to the attorney-client privilege, generally, are not to be subjected to expanded *in camera* review because of the havoc such a practice would play with one of the cornerstones of our judicial system-the protected communication between an attorney and his or her client. Simply because the Governor is a government official does not make the protection of his communications with his attorney any less important or less viable. We conclude that the trial court acted improperly if it ordered that documents subject to attorney-client privilege be made available for expanded in camera review. If it did so, it abused its discretion.

Ehrlich v. Grove, 396 Md. 550, 576 (2007). Moreover, the City, as the client in the underlying matter, asserts and maintains its privilege with outside counsel. *See E.I. du Pont de Nemours & Co.*, 351 Md. at 416 (stating that for the "confidentiality" prong of the privilege to apply, it "is essential" that the communication "not be intended for disclosure to third persons") (*quoting United States v. (Under Seal)*, 748 F.2d 871, 874 (4th Cir. 1984))). For these reasons, the City properly withheld these privileged communications.

In withholding the emails as attorney-client privileged, the City complied with the requirements of MPIA Section 4-203(c) to give the reasons and legal authority for the denial and a brief description of the undisclosed record that allowed the plaintiff to challenge the denial. In letters dated February 3, 2020 and March 9, 2020, the City stated:

> The correspondence you have requested is between the City's attorneys, including Solicitor Andre M. Davis, Ms. DiPietro, Mr. Schrock, in the Law Department, or outside counsel, seek legal advice in confidence and are therefore privileged attorney-client communication and the client has not waived that privilege. Md. Code, Gen. Prov., §4-301 (protecting records that are privileged or confidential by operation of other law); *see also Maryland Bd. Of Physicians*, 225 Md. App. 114, 153 (2015) (holding confidentiality of communications between administrative employees and their government counsel)*; Ehrlich v. Grove*, 396 Md. 550 (2007)(confirming that governments in Maryland have attorney-client relationships with their lawyers); *accord AC v. v. Office of the Attorney Gen.*, No. 791, Sept. Term 2016, 2018 WL 878989, *28 (Md. Ct. Spec. App. Feb. 13, 2018)(unreported)(affirming that lawyers do not lose their status as lawyers and become administrators simply because they work for the government).

Compl., Exs. B and D. For these reasons, Plaintiff's contentions that the City failed to comply with the MPIA with regards to the communications between the City and outside counsel are wrong.

B. The City likewise complied with the MPIA requirements in withholding its agreement with outside counsel as deliberative because it is privileged attorney work product.

The City properly declined to produce the agreement between the City and its outside counsel under the MPIA's deliberative process privilege because it is classic attorney work product reflecting the legal theories and work sharing arrangements between inside and outside counsel for the City concerning an active lawsuit. Compl., Exs. B and D. Maryland's highest court has explained that the deliberative process exemption is used "to protect from legislatively mandated disclosure interagency or intra-agency memoranda or letters that would not be available by law to a private party in litigation with the unit." *Stromberg Metal Works, Inc. v. University of Maryland, et al.*, 382 Md. 151, 163 (2004). This includes documents "created by government agencies or agents, **or by outside consultants called upon by a government agency 'to assist it in internal decision making.**'" *Office of the Governor v. Washington Post Company*, 360 Md. 520, 552 (2000) (emphasis added).

Attorney work product is the very kind of deliberative material that would not be available as a matter of law to a private party in litigation with the government. "The attorney-client privilege is not the only one that might be available to maintain the confidentiality of documents prepared by a county attorney. As a matter of both common law and the PIA, a county attorney may assert the work-product privilege to keep certain material confidential. In general, 'documents . . . prepared in anticipation of litigation or for trial' are the attorney's work product. Maryland Rule 2-402(c)." 82 Md. Op. Atty Gen. at 4; *accord Gallagher v. Office of Attorney Gen.*, 141 Md. App. 664, 674 (2001) (*citing Cranford v. Montgomery County*, 300 Md. 759, 773 (1984)) ("attorney work product privilege is embodied within the § 618(b) [codified now in MPIA Section 4-344] exemptions"); *Thomas v. State*, 213 Md. App. 388, 403–05 (2013) (holding "[t]he work product doctrine 'protects materials prepared in anticipation of litigation from disclosure" and encompasses both opinion and fact based work product) (internal citations omitted); *E.I. du*

Pont de Nemours, 351 Md. at 409 (materials prepared "in anticipation of litigation," are protected under the work product doctrine).

The City's agreement with outside counsel is attorney work product prepared in anticipation of a specific existing lawsuit, which the Plaintiff references in its complaint. Compl. ¶¶6, 10. The agreement provides the legal theories, impressions, and strategies that the City's inside and outside counsel are employing to actively litigate the matter. As such, this document would not be subject to discovery in a civil lawsuit. *See, e.g., Diggs & Allen, v. State,* 213 Md. App., 28, 77 (2013) (long-standing rule that opinion work product is almost always completely protected from disclosure); *Wagonheim v. Maryland State Board of Censors*, 255 Md. 297, 309, *aff'd*, 401 U.S. 480 (1971) ("We do not think that discovery in civil cases . . . goes to that which is in essence the work product of the attorney accumulated in the preparation of the case.").

Although Plaintiff characterizes its request as a search for "transparency" and a furthering of the "public interest," it fails to show how revealing the City's legal strategies is anything but contrary to the public interest. To release the agreement and violate the attorney work product doctrine would harm the public interest, as it would place the City on an uneven legal playing field in that lawsuit. *See, e.g., Hunton & Williams v. US Dept. of Justice*, 590 F.3d. 272, 277 (4th Cir. 2010) (public information act "was meant to foster political accountability, not to force the [government] into a uniquely disadvantaged litigation posture."). "Indeed, the Supreme Court has noted that to allow a party to 'obtain through the FOIA material that is normally privileged would create an anomaly in that the FOIA could be used to supplement civil discovery. We have consistently rejected such a construction of the FOIA." *Id.* (citing *United States v. Weber Aircraft Corp.*, 465 U.S. 792, 801 (1984)). Rather, the "government has the same right to undisclosed legal

advice in anticipation of litigation as any private party. And there is nothing in FOIA that prevents the government from drawing confidential counsel from the private sector. Allowing disclosure here would impair an agency's ability to prepare effectively for litigation with private parties and thereby thwart its ability to discharge its functions in the public interest." *Hunton & Williams*, 590 F.3d. at 278 (*citing Hanson v. United States Agency for Int'l Devt.*, 372 F.3d 286, 294 (4th Cir. 2004)).

Moreover, to disclose the agreement would eviscerate a long-standing, but still vibrant privilege:

> Although the work-product doctrine does not trace as far into history as the attorney-client privilege, it is no less important. The Supreme Court explicitly recognized and explained the work-product doctrine more than seventy years ago in its seminal decision in *Hickman v. Taylor*. See 329 U.S. 495, 510-11 (1947). In *Hickman*, the Court underscored that a lawyer must be able to "work with a certain degree of privacy, free from unnecessary intrusion.

In re: SEARCH WARRANT ISSUED JUNE 13, 2019 UNITED STATES v. UNDER SEAL, No. 19-1730 (4th Cir. Oct. 31, 2019). "There is a public interest which underlies each legally recognized privilege, and if the privilege applies, it would be at best difficult to say that an agency decision to withhold was contrary to the public interest." *Cranford*, 300 Md. at 776.

Plaintiff attempts to skirt the weighty public policy interest in preserving the attorney work product privilege by arguing that the Law Department's agreement with outside counsel "is subject to public inspection" under the procurement laws in Maryland. Yet, this argument fails because the City Charter exempts legal services from the City's public procurement process. *See* Baltimore City Charter, art. VI §11(d). Professional services, including agreements for legal representation, are excluded from the bidding process and such agreements do not go before the Board of Estimates for approval. Further, the Department of Finance does not purchase legal services. Rather, contracts for professional services, such as legal services, are procured by each agency and

can be signed by agency heads, including the City Solicitor as head of the Department of Law. *See id.* at art. VII, §§ 2(b) and 17(b) and (e). Plaintiff's assertions that access should be granted to this work product simply because the legal services were procured by the government under procurement laws is without merit. The agreement was never subject to public approval under the City's procurement process, and instead remains work product, which the City properly denied as deliberative under Section 4-344 of the MPIA.

The City's lengthy explanation provided an adequate response pursuant to the requirements of MPIA Section 4-203(c) as to why the agreement was being withheld under the MPIA's deliberative process exemption as attorney work product:

> Also, your request for the agreement between the Law Department and outside counsel embodies the "legal theories of an attorney or other representative of" the City in active litigation as well as the "analysis of pending or possible claims" making it attorney work product and deliberative material. *AC, supra*, *19**,** *22. Deliberative material, a subset of which is attorney work product, is able to be withheld from disclosure in response to a PIA request when its release would not be in the public interest. Md. Code, Gen. Prov., §4-344. Citizens are best served when their government can have the benefit of confidential legal advice just as any other private litigant and when their government can deliberate about how it desires to handle its legal affairs. *N. L. R. B. v. Sears, Roebuck & Co*., 421 U.S. 132, 149-50 (1975) (Supreme Court noted that attorney client and attorney work product privileges are "available to all litigants" even the government and the legislature recognized that "the 'frank discussion of legal or policy matters' in writing might be inhibited if the discussion were made public; and that the 'decisions' and 'policies formulated' would be the poorer as a result."); *accord Stromberg Metal Works, Inc. v. University of Maryland*, 382 Md. 151, 163-64 (2004)(deliberative privilege is designed "to protect from legislatively mandated disclosure" communications or memoranda that "would not be available by law to a private party in litigation with the unit" of government so as to create a level litigation playing field); *Hamilton v. Verdow*, 287 Md. 544, 558 (1980)(recognizing that a government's decision making process is best fostered through facilitating candid communications that "may well be hampered if their contents are expected to become public knowledge"); *accord AC*, *supra*, *10 ("when a privilege applies to protect a document from disclosure, there is a presumption that disclosure of the document is contrary to the public interest. That is because the interest that underlies a privilege suffices to prove that inspection of the document is contrary to the public interest.").

Compl., Exs. B and D. The City identified the claimed exemption, cited the legal authority for invoking it, the reason why the denial was in the public interest, and gave a description of the undisclosed record to enable the Plaintiff to assess the applicability of the privilege. The City also explained why redaction of the agreement would not be possible, specifically because it would undermine the reason for the privilege. *Glass v. Anne Arundel County*, 453 Md. 201, 244 (2017) (a document cannot be parsed into "reasonably severable" portions when such parsing would "violate the substance of the exemption" asserted.) This demonstrates that the City complied with MPIA Section 4-203(c) and that Plaintiff's claim against the City fails.

C. The City properly invoked the attorney work-product privilege and deliberative process privilege when it denied access to correspondence that was generated in anticipation of litigation and during the course of active litigation.

The City also withheld the correspondence between several of its attorneys and outside environmental firms under the attorney work product and deliberative process privileges, discussed *supra*. The correspondence Plaintiff requested from numerous City attorneys, including then City Solicitor Andre M. Davis, involved communication from these lawyers with outside environmental groups in connection with active litigation. Although Plaintiff asserts in its Complaint that the City did not address this request, the City did in fact address this when it indicated that this correspondence "embodies the 'legal theories or an attorney or other representative' of the City in active litigation as well as the 'analysis of pending or possible claims' making it attorney work product and deliberative material." Compl. ¶ 23, Ex. D.

As discussed *supra*, correspondence undertaken by government agencies or agents with "outside consultants called upon by a government agency 'to assist it in internal decision making'" is protected by Section 4-344 of the MPIA. *See Office of the Governor*, 360 Md. at 552. Such correspondence was undertaken in anticipation of litigation and contained the thoughts,

impressions, and analyses of numerous City attorneys as well as information from outside organizations "to assist in internal decision making." As has been discussed, it is well-established by statute and common law that such information is privileged and generally not discoverable or able to be disclosed in civil litigation. *See, e.g., Wagonheim*, 255 Md. at 309, *aff'd*, 401 U.S. 480 ("We do not think that discovery in civil cases . . . goes to that which is in essence the work product of the attorney accumulated in the preparation of the case."); accord *E.I. du Pont de Nemours & Co.*, 351 Md. at 409 (it is well-settled law in Maryland that if materials are prepared "in anticipation of litigation," then such materials are protected under the work-product doctrine).

Specifically, these environmental firms are outside consultants, and the information they provide to the lawyers for the City would not be available by law to a private party in litigation with the City as that information is not discoverable under Maryland Rule 2-402(g)(2) and Federal Rule of Civil Procedure 26(b)(4). Maryland's highest court recognizes that materials prepared by a non-testifying expert consulted by the government are not to be disclosed in response to an MPIA request. *Cranford*, 300 Md. at 783-84. Until such time as the government names one of these outside energy firms as a testifying expert, the correspondence and consultations between them and lawyers for the City are not be disclosed under the Maryland Rules and, therefore, are not unavailable to a private party in litigation with the City. *Id.* This is the essence of the exemption contained in MPIA Section 3-344. The public policy behind this exemption is to preserve these rules of civil procedure that bar disclosure of non-testifying expert documents as part of an attorney's work product. Just as discussed above, the preservation of these essential ground rules of litigation requires the correspondence be withheld in its entirety, and cannot be redacted. *See, e.g., Glass*, 453 Md. at 244.

Here, Plaintiff is seeking to have the work product and deliberative process privileges ignored in favor of some nebulous "public policy" gain that it has failed to provide support for or even plead in the Complaint. The importance of upholding these privileges is crucial in order to protect the legal strategies, analysis, and evaluations of the merits of a case from being revealed to opposing parties or their supporters. Plaintiff appears to desire such a revelation in this instant action by brazenly trying to circumvent the confidential privileges to which every client is entitled when their attorneys seek to analyze and evaluate claims and strategies for litigation. *See Thomas*, 213 Md. App. at 403–05 (stating "[t]he work product doctrine 'protects materials prepared in anticipation of litigation from disclosure" and encompasses both opinion and fact based work product) (internal citations omitted). Such correspondence is explicitly protected under the MPIA and the City provided adequate explanations as to why inspection of it was denied.

CONCLUSION

The City's application of the attorney-client privilege and the attorney work product doctrine as the basis for asserting the exemptions in Sections 4-301 (privileged by operation law) and 4-344 (deliberative process) of the MPIA are pure questions of law that this court can resolve by looking only at the Plaintiff's Complaint and its attachments. Plaintiff's desire to have unfettered access to the documents and correspondence that are shielded by these privileges is not enough to override the paramount public policy interests allowing the government to operate as any other litigant that can generate attorney work product and correspond with its counsel confidentially without fear that a Court will invade those privileges. Plaintiff has failed to state a claim upon which relief can be granted because the City properly responded to its MPIA requests. For all of the reasons set forth above, the Mayor and City Council Baltimore respectfully requests that this Honorable Court dismiss the instant Complaint with prejudice.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of June, 2020, a copy of the City of Baltimore's Motion to Dismiss and Request for Hearing, Memorandum of Law in Support, and Proposed Order were directed by first-class mail, postage prepaid, to Plaintiff's counsel, Matthew D. Hardin, Esq., 324 Logtrac Road, Stanardsville, Virginia, 22973.

Hanna Marie C. Sheehan
Assistant City Solicitor

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*** ***

O R D E R

Upon consideration of the City of Baltimore's Motion to Dismiss and Request for Hearing, and any opposition thereto, and hearing having been held, it is this _____ day of ____________, 2020,

ORDERED that the City's Motion is hereby **GRANTED**; and the Complaint is dismissed with prejudice.

SO ORDERED:

____
JUDGE,
Circuit Court for Baltimore City