

No. \_\_\_\_\_

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**In The  
Supreme Court of the United States**

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TORINA A. COLLIS,

Petitioner,

v.

BANK OF AMERICA, N.A., et al.

Respondent.

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On Petition For A Writ Of Certiorari  
To The Court of Special Appeals of Maryland

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**PETITION FOR A WRIT OF CERTIORARI**

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## **QUESTIONS PRESENTED**

- I. Does the U.S. or State Constitution permit a State Judge to openly on the record dismiss a case with his prejudice and if not, is it grounds for reversal?
- II. Does a State Court have jurisdiction to hear a contract dispute case governed by State law involving an alleged unsigned settlement agreement that originated in Federal Court and is alleged to be procured by fraud?
- III. Does the continuing harm theory toll the statute of limitations?

## **PARTIES TO THE PROCEEDING**

The petitioner in this case is Torina A. Collis. The respondents are Bank of America, N.A.; Melody Vaughn; Lisha Thorne- Holloway; Scott Meehan; McGuire Woods LLP; and Elena D. Marcuss.

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## **PETITION FOR A WRIT OF CERTIORARI**

Petitioner Torina A. Collis (“Ms. Collis”), respectfully prays that this Court grant a writ of certiorari to review the judgment and opinion of the Court of Special Appeals of Maryland entered on April 7, 2014, affirming the opinion of the Circuit Court for Prince George’s County, Maryland, entered on February 13, 2013.

### **OPINIONS BELOW**

The opinion of the Court of Special Appeals of Maryland, affirming the Circuit Court for Prince George’s County, Maryland, is not published and is reprinted in the Appendix to this petition at Appendix A 1-10a . The Circuit Court for Prince George’s County, Maryland did not publish an opinion in this case. Its pertinent rulings from the bench are reprinted in Appendix B & C 11a . The Court of Appeals of Maryland denied a writ of certiorari and the order is reprinted in Appendix D.

### **STATEMENT OF JURISDICTION**

The Court of Special Appeals of Maryland issued its decision on April 7, 2014. App.A 1-10a. On July 21, 2014, the Court of Appeals issued an order denying petitioner’s writ of certiorari. App. D 13a. On October 17, 2014, the Chief Justice extended the time for filing this petition to and including December 18, 2014 Application No. 14A401. The jurisdiction of this Court is invoked under 28 U.S.C.§ 1257(a).

## STATUTORY PROVISIONS INVOLVED

### **U.S. Const. Amendment. I:**

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

### **U.S. Const. Amendment. XIV, § 1:**

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

### **Declaration of Rights:**

We, the People of the State of Maryland, grateful to Almighty God for our civil and religious liberty, and taking into our serious consideration the best means of establishing a good Constitution in this State for the sure foundation and more permanent security thereof, declare:

Art. 2. The Constitution of the United States, and the Laws made, or which shall be made, in pursuance thereof, and all Treaties made, or which shall be made, under the authority of the United States, are, and shall be the Supreme Law of the State; and the Judges of this State, and all the People of this State, are, and shall be bound thereby; anything in the Constitution or Law of this State to the contrary notwithstanding.



Art. 19. That 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.

### **Statement of the case**

This case arises out of a civil action the Petitioner, Torina A. Collis, filed on October 28, 2010 against Appellees Bank of America, N.A., Melody Vaughn, Lisha Thorne Holloway, Scott Meehan, McGuire Woods, LLP, and Elena Marcuss seeking damages for defamation/libel per se, intentional infliction of emotional distress and civil conspiracy because 1) false statements were made to the U.S. Department of Labor investigators and the Prince George's County Human Relations investigators surrounding the termination of Petitioner 2) there is an unsigned settlement agreement in dispute under Maryland contract law which has been enforced, and 3) there has been a continuing violation of Petitioner's rights years after her termination and during the course of litigation.

On February 7, 2013 Petitioner filed an Amended Complaint without leave of Court to include causes of action for Tortious Interference with Contractual Relationship and Declaratory Judgment. In addition, on February 7, 2013, Petitioner filed a Motion for Leave to File an Amended Complaint along with a separate amended complaint.

## **Collis' Motion to Dismiss Hearing**

On February 8, 2013 a Motion to Dismiss hearing was held. During the Motions to dismiss hearing, Honorable Judge Leo Green, warned Petitioner that if she brings any new civil actions against the Respondents sanctions would be warranted and more than appropriate.

Judge Green also stated that Petitioner's time for fighting is over. This case is the first case brought against Respondents McGuire Woods, LLP and Elena Marcuss. In addition, there has been a continuing violation of Petitioner's rights and Petitioner is seeking redress from the government. There is an enforced unsigned settlement agreement governed by Maryland contract law that is under seal from the public view and enforced. Petitioner maintains she did not agree to settle. Petitioner is seeking declaratory judgment in the Circuit Court of Maryland as there is a dispute to its legitimacy. The Honorable Judge Green states he does not have jurisdiction as it was originated in Federal Court.

At the hearing, the Court granted Defendant's Motion to Dismiss, Denied Defendant's Motion for Sanctions without prejudice and Dismissed Plaintiff's First Amended Complaint with prejudice. The trial court also dismissed the case with the Judge's prejudice on the open record:

At the motions to dismiss hearing, Judge Greene stated in open court:

MS. LUSE: Your Honor, if I could just clarify, it's dismissed with prejudice.

THE COURT: With prejudice. Yes, yes, ma'am. My- prejudice. Thank you. Good luck with everything.

As all parties were gathering to leave the hearing, Petitioner did not hear the Judge's comment. It was only during preparation of her reply brief in the Court of Special Appeals of Maryland, did she notice at the end of the transcript the Judge's comments. Petitioner filed a Newly Discovered Question Presented in her reply brief.

### **The Opinion of the Maryland Court of Special Appeals**

Ms. Collis appealed, arguing that 1) the trial court erred by dismissing the complaint when an amended complaint was filed prior to the Defendant's filing an answer, in which Ms. Collis did not need leave of the court, 2) the trial court erred by dismissing the case as barred by the statute of limitations when there is a continuing violation and discovery rule applies 3) the trial court is denying Ms. Collis future access to the courts by warning her that sanctions will be warranted if she continues to litigate against Defendants 4) the trial court denied sanctions without prejudice leaving it open to sanction Ms. Collis in the future if she exercises her constitutional right to seek redress from the government when her rights have been violated by Defendants 5) the trial court dismissed the case on open record with "his prejudice" and whether a case may be reversed due to the prejudice.

In its opinion, the Court of Special Appeals misstated under the Facts and Legal Proceedings that

Ms. Collis “worked for a Bank of America branch in Bowie”. When Ms. Collis noticed the error, she filed a letter to the court seeking a correction. (App.E)The request was denied, presumably as untimely since a mandate had already been issued.

The Court of Special Appeals did not address one of Ms. Collis’ questions presented in their opinion:

- I. WHETHER A CASE MAY BE REVERSED WHEN THE JUDGE ADMITS ON OPEN RECORD THAT HE DISMISSED APPELLANT’S CASE WITH HIS PREJUDICE AND WHETHER DUE TO THE JUDGE’S PREJUDICE, APPELLANT CAN HAVE THE CASE REVERSED AND START NEW PROCEEDINGS WITH A DIFFERENT JUDGE.

### **The Opinion of the Maryland Court of Appeals**

The Court of Appeals denied writ of certiorari to the Court of Special Appeals stating:

Ordered, by the Court of Appeals of Maryland, that the petition be, and it is hereby, denied as there has been no showing that review by certiorari is desirable and in the public interest.

Petitioner is seeking the highest Court in the Land to grant a writ of certiorari.

## REASONS FOR GRANTING THE WRIT

### I. THE CITIZENS OF MARYLAND ARE AT RISK WITH A JUDGE WHO DISMISSES CASES BASED ON HIS PREJUDICE ON RECORD

Not only did the Circuit Court for Prince George's County disregard the Constitutional rights of Petitioner, the Court of Special Appeals failed to answer the Question presented to it in Petitioner's Reply Brief. In keeping with this Court's mandate to uphold the Constitution, it is imperative that this Court pay full and urgent attention to this case. Citizens of Maryland are at a risk with a Judge who dismisses cases based on his prejudice on open record. According to the Rules of Judicial Conduct, Judges shall perform judicial duties without bias or prejudice.

At the motions to dismiss hearing, Judge Greene stated in open court:

MS. LUSE: Your Honor, if I could just clarify, it's dismissed with prejudice.

THE COURT: With prejudice. Yes, yes, ma'am. My- prejudice. Thank you. Good luck with everything.

There is no case law, statute or rule which allows a Judge to show any bias. The Judge was acting outside of his jurisdiction, whereby any order or judgment that stemmed from the hearing must be noll and void and vacated. The Circuit Court lacked the power to dismiss the case with the Judge's prejudice. If a Judge acts outside of his jurisdiction, any order or judgment must be vacated and reversed.

## II. MARYLAND COURTS HAVE JURISDICTION TO DECIDE CONTRACT DISPUTES THAT ORIGINATE IN FEDERAL COURT

Ms. Collis at the Motions to Dismiss hearing:

And especially with the contract, I would think that you would have –the State of Maryland needs to take a look at that contract so we can put that to rest once and for all. As a Maryland Contract, the contract it says, says it's not valid unless it's signed. There's money sitting with the courts. And the State of Maryland, this Court, has jurisdiction to look at that contract. And then from there they can determine if there's further causes of action as well, which they will see there is.

Ms. Collis goes on to state at the hearing:

As far as the injunction, Ms. Luse mentioned the Appellate Court did rule on the 60-B. That's just not something they can get involved with with the contract, because it's a Maryland Contract. But they did deny my Motion to Vacate on that. And I'm believing it's because this-it has to be settled as a Maryland contract.

THE COURT: Okay. I'll rule. Look, I've read this, I've had an opportunity to read the pleadings. Last night I looked a little bit, this morning I looked a little bit more deeply at the bill, the new bill of complaint. I've – the easiest way for me to read-to rule on this is, quite frankly, I think the Defendants are completely right. And for reasons stated by the Defense, I'm going to grant the Motion to Dismiss.

THE COURT: I'll deny the Motion for Sanctions without prejudice. Meaning this, they still can bring it back if there's further litigation in the State of Maryland on these actions.

Ma'am, you've had your shot, you've had your shot in the Federal Court. And there is a little bit of whatever you want to call it for me that I'm a State Judge, you know, we look at the Feds, hey, you've got everything, you know, you can do everything. Nothing bad by what I'm saying, I'm just saying, those folks have a lot easier docket than the State Courts do. And that's just basic fact. I'm not shying away from my work. But you've had opportunities, you've had three cracks there. In baseball you get three strikes, you've had it up there. You should have no more in this Court.

Should you decide to litigate, you have a right to appeal, and you can appeal the case to Annapolis, if you so desire, to the Court of Special Appeals. If that's your desire you can do that. You should be filing no more cases.

Should they be litigated again in any other case that hasn't already been started, they have grounds, and I'm stating it for the record, I'm warning you that these folks-I'm warning you, and they're writing it down, I know they are, because that's what they'll go back to their clients and tell them. I'm warning you, if you do it, if it comes in front of the Civil Court for Prince George's County, it's going to most more likely end up in front of me, because I'm the Civil Coordinating Judge, okay?

And that's one thing. But secondly, any other judge is going to say, hey, Judge Green has litigated this, Federal Judges have litigated this, sanctions are appropriate. They would be more than appropriate.

THE COURT: No. We will not, because that's a federal matter, that's in a Federal Court. And I can't declare something on a basis you're telling me a contract that was never signed. Okay, if it's never signed, then that's pretty simple, there wouldn't be a contract. But I'm not going to –for the reason they've stated, this matter is dismissed.

MISS COLLIS: Okay. And also the –but I can still go back to the Federal Courts?

MISS COLLIS: But you're saying that I'm not allowed to sue them in Maryland?

THE COURT: No. I said, if you choose to do that, if you decide you want to file another suit in Maryland, they will have more than their reasons to sanction you for money, for bringing the seed agai.

### **III. THE CONTINUING HARM THEORY TOLLS THE STATUTE OF LIMITATION**

Another exception to the accrual of the statute of limitations is the continuing harm theory. In *MacBride v. Pishvaian*, 402 Md. 572, 584, 937 A.2d 233 (2007), the Court of Appeals explained the continuing harm theory as follows:

This Court and the Court of Special Appeals have recognized the “continuing harm” or “continuous violation” doctrine, which tolls the statute of limitations in cases where there are continuous violations. Under this theory, violations that are continuing in nature are not barred by the statute of limitations merely because one or more of them occurred earlier in time. “[C]laims that are in the nature of a ‘continuous tort,’ such as nuisance, can extend the period of limitations



due to their new occurrences over time [.]” Continuing violations that qualify under this theory are continuing unlawful acts, for example, a monthly over-charge of rent, not merely the continuing effects of a single earlier act. [The] “ ‘continuing tort doctrine’ requires that a tortious act—not simply the continuing ill effects of prior tortious acts—fall within the limitation period[.]”

(Footnote and citations omitted). *Bacon v. Arey* No. 2339 (2012)

Petitioner, Collis, discovered the letter to PG County when her files were turned over to her in 2009 as she was preparing for trial.

## CONCLUSION

For the above reasons, a writ of certiorari should issue to review the judgment and opinion of the Court of Special Appeals of Maryland.

Respectfully Submitted,  
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**APPENDIX**

## APPENDIX

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App.1a

APPENDIX 1  
UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND  
NO. 0032  
September Term, 2013

TORINA COLLIS

v.

BANK OF AMERICA, N.A., ET AL.

Krauser, CJ,

Zarnoch,

Graeff,

JJ.

Opinion by Zarnoch, J.

Filed: April, 2014

Appellant Torina Collis asks this Court to reverse the judgment of the Circuit Court for Prince George's County dismissing her lawsuit against appellees (1) Bank of America and its employees Melody Vaughn, Lisha Thorne Holloway, and Scott Meehan (collectively "Bank of America"), and (2) McGuireWoods LLP and one of its partners, Elena Marcuss (collectively, "McGuireWoods"). For the following reasons, we affirm the judgment of the circuit court.

## **FACTS AND LEGAL PROCEEDINGS**

### **I. Background and Related Proceedings**

Collis worked for a Bank of America branch in Bowie, as a Senior Personal Banker from October 2000 until February 2005, when her employment was terminated. Appellees Vaughn and Meehan were managers who supervised Collis at the branch. Collis received two disciplinary "write ups" on February 24, 2005, though one of them was dated February 22. Her employment was terminated on February 25. Following her termination, Collis filed three lawsuits against Bank of America in the United States District Court for the District of Maryland (Federal District Court"). McGuire Woods represented Bank of America throughout the proceedings.

Collis began her litigation efforts by filing a complaint against Bank of America with the United States Department of Labor, Occupational Safety and Health Administration. She alleged that Bank had terminated her employment in retaliation for her reports of alleged fraudulent conduct in violation of the Sarbanes-Oxley Act, 18 U.S.C. & 1514A ("SOX Complaint"). The Department of Labor dismissed Collis' complaint in October 2005. Collis then filed

a lawsuit in Federal District Court against Bank of America in May 2006, again alleging that Bank of America terminated her employment as a retaliatory measure against her. The Federal District Court entered summary judgment for Bank of America and dismissed Collis' case in August 2008, and the United States Court of Appeals for the Fourth Circuit affirmed that dismissal in January 2010.

Collis' second case against Bank of America, filed in Federal District Court in June 2006, alleged that she was not paid overtime as required by the Fair Labor Standards Act (FLSA Case"). Bank of America and Collis eventually reached a settlement,<sup>1</sup> which the Federal District Court enforced in July 2010, and the Fourth Circuit affirmed.

Collis' third case started with a discrimination complaint filed against Bank of America with the Prince George's County Human Relations Commission. After the issuance of a right to sue letter from the Human Relations Commission, Collis filed her third lawsuit against Bank of America in Federal District Court. She alleged that Bank of America had discriminated against her on the basis of her race and discharged her in retaliation for her complaints regarding the alleged discrimination, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII Case"). The Federal District Court granted summary judgment in favor Bank of America on Collis' discrimination claim in August 2008. Collis' retaliation claim proceeded to trial in October 2010. The jury concluded that Collis

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<sup>1</sup> Collis later asserted that she had not agreed to the settlement and that McGuire Woods' representations to the Federal District Court regarding the settlement were false.

had failed to prove that she engaged in protected activity, and judgment was entered in favor of Bank of America. The Fourth Circuit affirmed that judgment in March 2011.

## **II. Circuit Court Proceedings**

Collis, proceeding pro se, filed a complaint against Bank of America and McGuire Woods in the Circuit Court for Prince George's County on October 28, 2010, claiming defamation/libel per se (Count I), intentional infliction of emotional distress (County II), and civil conspiracy (Count III). She alleged that Bank of America and McGuire Woods made two false statements over the course of her litigation against Bank of America, causing her harm. First Bank of America filed a position statement with the Department of Labor in July 2005 in response to Collis' SOX Complaint, in which Bank of America stated:

On February 22, 2005, Complainant was given a written counseling memo for attendance and inappropriate behavior. On February 23 and February 24, 2005, management attempted to have a conversation with Complainant. On both occasions, Complainant abruptly and rudely ended the conversation with the manager. Subsequently, Complainant's employment was terminated.

Collis alleged that Bank of America's statement was false because she was not issued a written counseling memo on February 22 and instead received that memo on February 24.

Second, Bank of America, through McGuire Woods, wrote a letter to Prince George's County Human Relations Commission on February 7, 2006, in connection with Collis' Title VII Case. The letter stated that "Ms. Collis told Mr. Meehan that she thought he would side with her because he is Caucasian and her managers and Mr. Meehan's peer CMM were all African America." Collis alleged that this statement was also false and stressed that Meehan testified at the October 2010 Federal District Court trial that Collis did not make that statement to him.

Bank of America and McGuire Woods each filed motions to dismiss Collis' complaint on January 11, 2013.<sup>2</sup> They argued that Collis' defamation/libel count was barred by the statute of limitations, because the alleged statements occurred in 2005 and 2006, making the October 2010 complaint fall well outside the applicable one-year statute of limitations for defamation and libel and the three-year statute of limitations for a claim of intentional infliction of emotional distress and conspiracy. They also argued that all of the counts in Collis' complaint failed to state claims upon which relief can be granted. In addition, Bank of America asked that sanctions be assessed against Collis "for her vexatious litigation" and that she be enjoined from filing any further actions for events related to her 2005 termination.

Collis filed oppositions to the motions to dismiss on February 4. She also filed a first amended complaint on February 7, in which she alleged additional facts in

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<sup>2</sup> Although Collis filed here complaint in October 2010, delays on her part resulted in appellees not being served with the complaint until December 2012.



support of her claims and added two counts: tortuous interference with contractual relationship (Count IV) and a declaratory judgment (Count V).<sup>3</sup>

The circuit court held a hearing on February 8. Argument focused primarily on Collis' first amended complaint, including the new counts it alleged. Bank of America and McGuire Woods orally moved to dismiss the amended complaint. The circuit court agreed and ruled from the bench:

Okay. I'll rule. Look I've read this, I've had an opportunity to read the pleadings. Last night I looked a little bit, this morning I looked a little bit more deeply at the bill, the new bill of complaint. I've- the easiest way for me to read-to rule on this is, quite frankly, I think the Defendants are completely right. And for reasons stated by the Defense, I'm going to grant the Motion to Dismiss.

The court clarified that the complaint was dismissed with prejudice. It also declined to enjoin Collis From filing future actions against appellees and denied Bank of America's motion for sanctions without Prejudice. In discussing that ruling, the court stated that, if Collis filed another case, sanctions "would be more than appropriate. I'm giving you fair warning here, that these

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<sup>3</sup> The exact meaning of Collis' declaratory judgment count is unclear, though it appears to be related to the settlement between Collis and Bank of America in Collis' FLSA Case. Collis alleged that "the unsigned contract which was enforced was procured by fraud by the Defendant Bank of America, Defendant McGuire Woods, LLP, Defendant Scott Meehan and Defendant Elena Marcuss" and sought "a declaration of her rights in accordance with the Maryland Declaratory Judgment Act."

folks have more than their fair reason to get sanctions if you continue to re-litigate these matters by re-bringing case in court, in a state court, or a federal court.”

The court issued an order dismissing the complaint without leave to amend and denying Bank of America’s motion for sanctions without prejudice on February 13. Collis filed here notice of appeal on March 8. Additional facts will be discussed below.

### **QUESTIONS PRESENTED**

Collis present four questions for our review, which we have revised as:

- I. Did the circuit court err when it considered and granted Appellees’ motions to dismiss, when an amended complaint Was filed after the written motions?
- II. Did the circuit court err in finding that the statue of limitations Barred Collis’ claims?
- III. Did the circuit court err in denying appellees’ motion for sanctions Without prejudice instead of with prejudice?

We answer all of the questions in the negative and affirm the judgment of the circuit court.

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Collis asks:

1. Whether the trial court erred by granting a motion to dismiss with affirmative defenses prior to Defendant’s answer and after an amended complaint had been filed?

2. Whether the trial court erred in granting a motion dismissing [Collis'] complaint for civil conspiracy, intentional infliction of emotional distress, defamation/libel per se as barred by the statute of limitations when there is a continuing violation and the discovery rule applies?
3. By what authority can a trial judge deny future access to the courts and threaten sanctions on a party if they seek redress from the government when the party has a legitimate complaint?
4. Whether the trial court erred by denying sanctions without prejudice, whereby, leaving it open to sanction Appellant in the future if she exercises her constitutional right to seek redress from the government when her rights have been violated.

### **STANDARD OF REVIEW**

When reviewing a motion to dismiss, an appellate court must determine “whether the trial court was legally correct” in concluding that the “alleged facts and permissible inferences” of a complaint “nonetheless fail to afford relief to the plaintiff.” *Sprenger v. Public Serv. Comm’n of Md.*, 400 Md. 1, 21 (2007). The reviewing court must “assume the truth of, and view 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 reasonable be drawn from them.” *Parks v. Alpharma, Inc.*, 421 Md. 59, 72 (2011) (Quotations omitted). The court is confined to “the universe of facts pertinent to the court’s analysis of the motion” and focuses on “the four corners of the complaint and its incorporated supporting exhibits, if any.” *Id.* (Quotations omitted).

## DISCUSSION

### I. Motions to Dismiss

Collis argues that the circuit court erred when it granted appellees' motions to dismiss and should have instead required appellees to file answers to her amended complaint. This argument fails for two reasons.

First, Collis has not preserved this argument for our review, as she did not raise this procedural issue before the circuit court. See Md. Rule 8-131(a). The transcript from the circuit court hearing shows that Collis acknowledged that she filed an amended complaint,<sup>5</sup> and all of the parties made arguments regarding the dismissal of the claims in that complaint. Collis did not argue that the amended complaint made it improper for the court to consider the motions to dismiss that were filed in response to her original complaint and thus this issue is not preserved on appeal. See *Pace v. State*, 195 Md. App. 32, 41 (2010) (dismissing identical argument as not preserved for appellate review).

Second, even if Collis had preserved this issue for review, her argument is based on a misreading of the applicable Maryland Rules. Collis contends that Maryland Rule 2-323(g) requires that a statute of limitations defense be raised in an answer and that

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<sup>5</sup>Further, Collis' first amended complaint adopted and incorporated by reference the original complaint, meaning it did not supersede the original complaint that the motions to dismiss addressed. See *MEMC Electronic Materials, Inc. v. BP Solar Intern., Inc.*, 196 Md. App. 318, 348 (2010) ("For pleading purposes, an amended complaint that does not incorporate or otherwise reference a prior complaint supersedes prior complaints and becomes the operative complaint.").

the circuit court erred by granting appellees' motion to dismiss, because no answer had been filed. However, where a "limitations defense is apparent from the face of the complaint, it has been held subsumed within the broader defense" of failure to state a claim upon which relief can be granted and may therefore be raised in a motion to dismiss. *Bacon v. Arey*, 203 Md. App. 606, 656 (2012); see also Md. Rule 2-322(b).

Appellees' motions to dismiss were therefore properly applied to Collis' amended complaint.

## II. Statute of Limitations

Collis next argues that her claims for defamation, intentional infliction of emotional distress, and conspiracy fall with two exceptions to the applicable statutes of limitation<sup>6</sup> and that the circuit court erred by dismissing the complaint on limitations grounds. First, she relies on the discovery rule, "by which the action is deemed to accrue on the date when the plaintiff knew or, with due diligence, reasonably should have known of the wrong." *Doe v. Archdiocese of Washington*, 114 Md. App. 169, 177 (1977). In the alternative, Collis contends that her claims fall under the "continuing harm theory," which tolls the statute of limitations where there are continuous violations," such as "continuing unlawful acts."<sup>7</sup> *Bacon*, 203 Md. At

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<sup>6</sup> An action for defamation or libel has a one-year statute of limitations, while conspiracy and intentional infliction of emotional distress are subject to a three-year statute of limitations. See Md. Code (1974, 2013 Repl. Vol.), Courts & Judicial Proceedings Article, §§ 5-101, 5-105.

<sup>7</sup>The continuing harm theory also "requires that tortious act-not simply the continuing ill effects of prior tortious acts-fall within the limitations period." *Bacon*, 203 Md. App. At 655-56. However, Collis does not address this element.

655 (Quotation omitted). Collis has not preserved either of these arguments, however, as she did not raise them before the circuit court. See Md. Rule 8-131(a).

### III. Sanctions and Circuit Court Statements

Finally, relying on the First and Fourteenth Amendments to the United States Constitution, Collis appeals certain statements made by the circuit judge at the hearing. She claims that the circuit court “abused its discretion by denying [Collis] future access to the courts on any new case against the appellees and threatened sanctions.”

The circuit court denied Bank of America’s motion for sanctions, and Collis appears to take issue with the fact that motion was denied without prejudice rather than with prejudice. This distinction is not appealable, however, because by denying the motion for sanctions as Collis requested, the court ruled in Collis’ favor.<sup>8</sup>

“Generally, a party cannot appeal from a judgment or order which is favorable to him, since he is not thereby aggrieved.” Adm’r, Motor Vehicle Admin. V. Vogt, 267 Md. 660, 664 (1973).

Regarding the statements made by the circuit court and Collis’ claim that she has been denied access to the courts, we find neither merit to nor an appealable issue in this argument. First, the circuit court expressly denied Bank of America’s request that Collis be enjoined from filing any further actions relating to her 2005 termination. Collis’ claim that she has been

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<sup>8</sup>Bank of America has not filed a cross-appeal from the denial of its motion.

denied access to the courts is thus plainly contrary to the circuit court's ruling. Second, "[a]n appeal will not lie from the trial judge's opinion, since it forms no part of the judgment." Vogt, 267 Md. At 665. Collis may be displeased with the judge's statements to her, but they formed no part of the court's judgment and are thus not appealable. See Md. Rule 8-131 (a); Harris v. David S. Harris, P.A., 310, 314 (1987) ("Unless appeal is permitted by certain exceptions not here pertinent, an appeal will lie only from a final judgment entered by a circuit court.") (Emphasis in original).

For all these reasons we affirm the judgment of the circuit court.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE'S COUNTY  
AFFIRMED. COST TO BE PAID BY  
APPELLANT.**

APPENDIX 2

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

**DAILY SHEET**

Torina Collis                      Civil Action No CAL 10-34393  
Plaintiff                              Criminal No. \_\_\_\_\_  
Pro Se                                 Judge Green  
Plaintiff or State's Attorney Date February 08, 2013  
Bank of America                  Court Clerk 063 cra  
Defendant                            J    C    Day \_\_\_\_\_  
Kathryn Eldridge                 (J=Jury Sworn)  
Defendant's Attorney            (C=Court Trial)  
   Deliberations Start Date:  
   Deliberations End Date:  
   #Alternate Jurors:

**DOCKET ENTRIES**

Pending Motions, argued  
Judge Green; CS M1405  
Defendants' Motion for Sanctions denied without  
prejudice  
Defendants' Motion to Dismiss, granted  
Plaintiff's First Amended Complaint dismissed with  
prejudice  
Case closed statistically

/s/  
ENTERED 2/13/13



APPENDIX 3

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

TORINA COLLIS

Plaintiff(s)

VS

CAL 10-34393

BANK OF AMERICA N.A.

Defendant(s)

JUDGMENT

This matter having been decided by:

- A judge;
- A jury verdict,

With Judge Green presiding, it is

This 8<sup>th</sup> day of February, 2013

ORDERED AND ADJUDGED that:

- The complaint is dismissed without leave to amend.

Judgment is granted in favor of \_\_\_\_\_

\_\_\_\_\_  
(Party/Parties for Whom Judgment  
Granted)

And against \_\_\_\_\_

\_\_\_\_\_  
(Party/Parties Against Whom Judgment  
Granted)

- In the sum of \$ \_\_\_\_\_
- All relief is denied.
- Costs are assessed against the plaintiff

Marilynn M. Bland

CLERK OF THE COURT

APPENDIX 4

**TORINA A. COLLIS** \*IN THE  
\*COURT OF APPEALS  
\*OF MARYLAND  
v. \*Petition Docket No. 183  
September Term, 2014  
\*(No. 32, Sept. Term, 2013  
Court of Special Appeals)

**BANK OF AMERICA, et al.**

**O R D E R**

Upon consideration of the petition for a writ of certiorari to the Court of Special Appeals filed in the above entitled case, it is

ORDERED, by the Court of Appeals of Maryland, that the petition be, and it is hereby, denied as there has been no showing that review by certiorari is desirable and in the public interest.

/s/ Mary Ellen Barbera  
Chief Judge

DATE: July 21, 2014

APPENDIX 5

- I. WHETHER A CASE MAY BE REVERSED WHEN THE JUDGE ADMITS ON OPEN RECORD THAT HE DISMISSED APPELLANT'S CASE WITH HIS PREJUDICE AND WHETHER DUE TO THE JUDGE'S PREJUDICE, APPELLANT CAN HAVE THE CASE REVERSED AND START NEW PROCEEDINGS WITH A DIFFERENT JUDGE.

APPENDIX 6

TORINA A. COLLIS VS. BANK OF AMERICA

February 8, 2013 BEFORE JUDGE LEO E. GREEN, JR.

|                  |                        |
|------------------|------------------------|
| TORINA A. COLLIS | * IN THE               |
| Plaintiff        | * CIRCUIT COURT        |
| v.               | * FOR                  |
| BANK OF AMERICA  | * PRINCE GEORGE'S      |
|                  | COUNTY                 |
| Defendant        | * Case No. CAL10-34393 |

TRANSCRIPT OF OFFICIAL PROCEEDINGS  
(Motion to Dismiss Hearing)

BEFORE: THE HONORABLE LEO GREEN, JUDGE

HEARING DATE: February 8, 2013

APPEARANCES:

|                        |   |
|------------------------|---|
| For the Plaintiff:     | Torina A. Collis, Pro se  |
| For the Defendants:    | Jamie Luse, Esquire<br>Joshua J. Gayfield, Esquire<br>Kathryn Eldridge, Esquire                     |
| Transcriptionist:      | Stephanie N. Fowler   |
| Transcription Service: | ACCUSCRIBES<br>TRANSCRIPTION<br>SERVICE<br>1301 York Road, Suite 601<br>Lutherville, Maryland 21093 |

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410-494-7015

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**PROCEEDINGS**

(On the record – 09:24:14 a.m.)

THE COURT: All right. I have a hearing on a motion. Torina Collis versus Bank of America, CAL1034393.

MS. COLLIS: Torina Collis, Your Honor.

THE COURT: I'm sorry. I said your name wrong, I apologize.

MS. COLLIS: Oh, no, no. I just mean I'm Torina the Plaintiff.

THE COURT: Okay. You're the Plaintiff, right?

MS. COLLIS: Right.

THE COURT: So, you need to be on that side right there. All right. Bank of America's here?

MR. GAYFIELD: Good morning, Your Honor. Joshua Gayfield on behalf of defendants Bank of America, Melody Vaughn, Lisha Thorne Holloway, and Scott Meehan. With me is pro hac vice counsel, Katie Eldridge, to argue the motion today.

THE COURT: All right. Well.

MS. LUSE: Good morning, Your Honor. Jaime Luse on behalf of Defendant's, McGuire Woods and Elena Marcuss.

THE COURT: All right. Why don't you three have a seat, I have a tough question to ask. Why shouldn't I dismiss this case?

MS. COLLIS: Well Your Honor, yesterday I filed an amended complaint. This case has been continuing. It's not just that I'm suing Bank of America for statements that they made back in 2005. I have been litigating in the Federal Courts. I filed three causes of action. My attorney actually filed originally.

THE COURT: But they were all dismissed, right?

MS. COLLIS: The Sarbanes Oxley was dismissed on summary judgment. We still – there is still a series –

THE COURT: Your action is because of statements made and decisions that they made in 2005, correct?

MS. COLLIS: No, Your Honor. I also have a declaratory judgment where the bank is trying to force me to settle that case. Yesterday I filed an amended complaint and I did provide them copies of it. That's in serious dispute regarding the complaint as well. And the actions throughout the course of the proceedings, the continuing defamation, manufacturing documents, just – also interfering with all my counsel. I had three separate attorneys that McGuire Woods, and Elena Marcuss had interfered, and Bank of America. And each attorney got off my case where I had to go find new attorney's and represent.

So most importantly, Your Honor, is the declaratory judgment. I need the Court to actually look into that agreement, because Defendants are claiming that we settled. There's no signed settlement agreement. And that they enforced an alleged settlement agreement after I went to trial and got new evidence on the record. And I'm applying the discovery rule to quite a bit, which is why I amended my complaint, to get into more detail and to add different counts.

It's not that I'm just out suing them. If Defendants didn't continue to violate my rights, then I wouldn't be here today. It's because of Elena Marcuss, Defendant, Elena Marcuss and McGuire Woods, kept interfering with the judicial process is why I had to continue and why I'm now being forced to settle against my will. Which is why I need the State to look at that agreement that's not even signed. And actually the check is sitting at the courts in Baltimore. And under the Declaratory Judgment Act, I can have the State –

THE COURT: You say your Statutory Judgment Act, what's that?

MS. COLLIS: No, the Declaratory – under the – I need the State to declare, to look at that agreement that's not even signed. It's taking away a lot of my rights, that agreement, that they're claiming that we settled and we did not settle, it's not even signed. And that agreement is –

THE COURT: When was that agreement that you say that you that you reached together? That was for employment with these folks?

MS. COLLIS: That's when I went – when my cases were in the court, the judge dismissed one, he let me go forward to trial in the other one.

THE COURT: And that's all related to you employment with Bank of America, correct?

MS. COLLIS: Right. But this is during the trial. And in 2009, June 2009, they had me go pro se into a settlement conference and I didn't agree to settle. And then a week later I get a copy of an agreement that was totally one sided and they, Elena Marcuss, Defendant, Marcuss, told me I had to sign it. And she



also threatened me in the conference that she was going to force me to settle if I did not agree to settle.

So eight months later, the Judge enforced the alleged agreement thinking the parties agreed to settle when we did not. She did not file to enforce it until November 2009 after the trial, and after I got all the evidence on the record of the falsification of documents they did, everything was on the record. Then she tried to get me –

THE COURT: All in Federal Court, correct?

MS. COLLIS: Right. And the –

THE COURT: Let me ask you this, when was the last time you were employed or had any employment with Bank of America?

MS. COLLIS: In February of 2005.

THE COURT: Jumping ahead a little bit. Your new complaint, what other actions do you add in your amended complaint that you didn't add – that weren't in before?

MS. COLLIS: The other actions, the –

THE COURT: What causes of action?

MS. COLLIS: -- declaratory judgment.

THE COURT: Yeah, you keep saying that.

MS. COLLIS: Yeah. And –

THE COURT: And which count is that?

MS. COLLIS: And also the interference, Your Honor, the interference with my contractual relationships. Your Honor, just recently one of my

former attorneys put in a court document that the actual settlement – all my attorneys kept getting off my case because I wouldn't settle. They all, knowing before –

THE COURT: That's their – they have a right to do that. That's not –

MS. COLLIS: Right. But they knew prior that I wasn't going to settle and the Courts knew I didn't want to settle.

THE COURT: Well, they have a right, they have a right to withdraw and because of various reasons. I mean, I can't – I spent three and a half years with the Attorney Greivance Commission. I saw enough acrimony there that I didn't really – I mean, it helps me understand things a little better after spending three and a half years, but I dealt with lawyers that were delinquent, lawyers that were problems, different things of that nature. And I understand it, they have rights, lawyers have a right. The Thirteenth Amendment doesn't enslave them to a case that you have.

MS. COLLIS: Right. Your Honor, but they didn't – they came in, they never did any discovery, they had conversations –

THE COURT: That would be all actions against them, not against these folks.

MS. COLLIS: Right. Well, I understand, I understand.

THE COURT: They're all just doing their job.

MS. COLLIS: But they –but manufacturing documents, that I have proof, that Defendant Marcuss has done and it's been brought to the attention of the Federal Courts.

THE COURT: All Federal Court matters, I can't get into – I mean, I –

MS. COLLIS: Right. But, it's the – it's the Actions that law firm took and the continuous defamation --

THE COURT: But that would all be within the providence of a Federal Court, I'm a State Court Judge.

MS. COLLIS: Right.

THE COURT: I can't sit there and figure out what their – I can --

MS. COLLIS: Right.

THE COURT: -- but, it's more properly done in a Federal Court than it is in our Court. Because quite frankly, with all do respect to them and to me, I spent 30 years of my life pretty much in this courthouse. I've been in other State Courts, I did a little work in the Feds, not a lot, I'm a State Court guy, I'm – you know, it's a big difference. Okay. They only handle 14 percent of the case load in the whole country, the Federal Courts do. The State Courts handle everything else. They spend a lot more money than we do too to do their share. I understand that, that's an observation.

So, what else is there here? I mean, you last worked for those folks in February of 2005. You had three cases, they've gone through the Federal Courts, I have not jurisdiction over them.

MS. COLLIS: The declaratory judgment—

THE COURT: You keep telling me that, you mean a declaratory judgment?

MS. COLLIS: Yeah.

THE COURT: That's what you're looking for? What exactly do you want us to declare? I was looking at that.

MS. COLLIS: Okay. I need to state that contract that the bank has under seal that is not signed.

THE COURT: If it's not signed, then I don't know how much force it has.

MS. COLLIS: Which is the point, Your Honor. That's under my Fair Labor Standards Act. I had – the bank wanted to settle with me –

THE COURT: But your Fair Labor Act was in the Federal Court, right?

MS. COLLIS: Exactly.

THE COURT: Well, I'm not getting involved --

MS. COLLIS: But it's a State – it's a State of Maryland contract. That's why I need the State of Maryland to look at that contract and to have a hearing on that to determine that there was no – that it was procured in fraud, it's fraudulent. It's fraudulent how they went to the courts to say that we settled when we did not. There's money that's tied up at the courts right now. So the reason I brought it here is, because it is a Maryland contract. So --

THE COURT: Doesn't mean you can't - it doesn't mean you can't sue in Federal Court. The Federal Courts every day are reviewing and deciding Maryland contracts, they do it on a regular basis.

MS. COLLIS: And I filed a 60-B Motion to Vacate asking the courts to vacate the judgment, that it was done in fraud, and they denied that. They really don't have jurisdiction to look at that, but the State of Maryland does. So on a Motion to Dismiss, Your Honor, it's basically procedural where – and so I'm asking that if you could deny their motion, it's not that – well, it's possible you may have jurisdiction for the contract.

THE COURT: Okay. Let me hear what they have to say, I'll get back to you.

MS. COLLIS: And can I – okay.

THE COURT: Good morning, Counsel.

MS. ELDRIDGE: Your Honor, first off the –I guess I'll go backwards. The two new actions; the Tortious Interference and the Declaratory Judgment.

The Declaratory Judgment, from what we garnered, is to enforce what is happened in the Federal Court and what has been fully litigated there. It's my understanding the last part of that was the 60-B Motion that was ultimately denied. I think it had been – decisions had been appealed prior to that. So that issue has been fully litigated. And if it is an issue, as you know, that is a Federal Court issue.

The Tortious Interference, that relates primarily to McGuire Woods and Elena Marcuss. As you noted, again, that's relating to the Federal materials. There's a number of issues with that claim. I'm going to let my co-defense counsel address that.

Going back to the other three claims, there's nothing new in that amended complaint that changes our position on the motion, that changes anything that we have in the motion.

THE COURT: Um-hum.

MS. ELDRIDGE: She still has issues with the Statute of Limitations given we're talking about these 2005 and 2006 statements. Especially --

THE COURT: Those are the easy calls. There's other -- the other things that you say, you want to say anything else you want.

MS. ELDRIDGE: Yes, yes. And on that -- and then there's the intentional affliction of emotional distress. Even the amended allegations, which did include some more as to that distress, don't rise to Maryland's threshold. There is simply nothing in there that qualifies as extreme and outrageous conduct. And even the emotional reaction alleged doesn't fit the severity requirement. You know, some of the cases we cite in our brief, even really extreme reactions haven't satisfied that threshold. And what we've got, even in the amended complaint, simply even if true, aren't sufficient to make out that claim.

The conspiracy claim, there's both grounds, either one would be sufficient to dismiss it on, Your Honor. That there's only one entity here, it's the bank. The bank she's complaining about are the agent's of the bank's actions while acting as agents for the bank.

THE COURT: Yeah, I read that. I kind of have a difficulty with that leap too. But, I mean it's -- but yeah, I see where you're saying.

MS. ELDRIDGE: Well, particularly under the facts here as alleged in the complaint or the amended complaint, she makes clear that they're acting on behalf of the bank. Ms. Marcus wrote a statement of position which was the bank's position statement. That, I think,

under the facts as alleged, make it very clear that it was the bank acting. The bank can't write a position statement, it has to use an individual to do that.

And then the other folks that she mentions, she adds some more people into that, they are employees of the bank. Again, acting in their scope as a manager for the bank, in terms of how they handled managing the Plaintiff during her employment, and, of course, during her termination.

And of course you can't have the conspiracy claim without underlying claims, which those underlying claims are due to be dismissed. So either one of those is a fair ground for dismissal. And even with the amendment, it would be impossible to surmount the hurdles given the facts as alleged as they are.

THE COURT: Okay. Thank you, Counsel. Do you have anything?

MS. LUSE: Your Honor, much of our arguments are the same and I won't restate them. I just want to make clear though that she did not fix the problems with the amended complaint with the Statute of Limitations and with the failure to state the other counts.

The addition of the two new counts, we're orally moving to dismiss those. Specifically, the Tortious Interference with contract that she alleged against Elena Marcuss. Her allegation against Ms. Marcuss is that Ms. Marcuss had numerous conversations with Plaintiff's attorneys and Marcuss interfered with Plaintiff's contractual relationship and caused them to breach their contract by not fulfilling their obligations and representing and abandoning her.

And then she has a litany of allegations after that against her attorneys. If she has a problem with her attorneys, there's something, you know, there's a

process for her to take that up. You must, for improper interference with a contract, have improper conduct by the defendant. She has not alleged that Ms. Marcus did anything improper in trying –

THE COURT: Other than to advocate her position.

MS. LUSE: Advocate for her client.

THE COURT: Right.

MS. LUSE: And with regard to the Declaratory Judgment Count, the allegations of her complaint, it seems clear to me that it's either still pending possibly in the Appellate Court because she says in paragraph 1-41 that she appealed to the Fourth Circuit Court of Appeals in 2012. I don't know if there's been a decision on that or not. So it's either still pending that issue, or it's been ruled upon and decided upon in the Federal Court and this Court would have no jurisdiction.

THE COURT: Your position is, quite frankly, we have no jurisdiction on that?

MS. LUSE: Correct, Your Honor.

THE COURT: Okay.

MS. LUSE: Thank you.

THE COURT: Thank you. All right. Last word?

MS COLLIS: Your Honor, regarding the conspiracy claim, which I put in my motions, Ms. Marcuss could conspire with the bank. And Scott Meehan, who worked for the bank –

THE COURT: Ms. Marcuss is working for the bank, right?



MS. COLLIS: No. Ms. Marcuss worked for McGuire Woods.

THE COURT: Well, they work for the bank. I mean, that's the relationship.

MS. COLLIS: Right. But the law says that a law firm can conspire, they're not the same – they're not agents in that aspect.

THE COURT: How did she conspire?

MS. COLLIS: With the bank?

THE COURT: Yeah.

MS. COLLIS: Originally the bank told United State's Department of Labor -- I was written up on two separate dates. The Department --

THE COURT: But that's all litigated, that's all the bank.

MS. COLLIS: Right. But you're asking how --

THE COURT: That's - the lawyers only getting what they get from the bank, right?

MS. COLLIS: No. What happened, Your Honor, the bank gave the Department of Labor one story, that I was written up on two separate dates. Ms. Marcuss was representing the bank at that point when the bank gave that statement. And then when I pulled it three years later to go to Federal Court, Ms. Marcuss would have those same employees, under penalties and perjury, write the opposite. That now, in 2008, that now I stormed out of the meeting when I was written up the same night, totally contradicting what her own

client had told the Department of Labor. So now it brings us up to 2008. She also had under penalties of perjury those same associates perjure themselves by making another contradictory statement.

So, Ms. Marcuss was clearly not acting – she totally did the opposite of what her own client said. That's not acting on behalf of your – she took that upon herself. She also wrote statements to the Prince George's County that were contradicting what the bank had already stated on their own before they got Ms. Marcuss involved.

So clearly you can see – and even in the Federal Court, the Judge took notice of that as well. So now that brings us up to 2008. Ms. Marcuss during trial, had manufactured documents, which is on the record. That's clearly not acting in, not only the Rules of Professional Conduct, but not acting on behalf of her client. And I've got witnesses, which if we got into the discovery, that a case should not be tried right on a Motion to Dismiss.

And as far as the intentional infliction of emotional distress, there was a lot of things that I didn't want to actually put in that could rise to the level. But again, that can come in discovery where it's not sitting on the front of – on the front of a complaint.

Maryland Rule 2-302 says I only need to put sufficient facts to show the pleaders that I'm entitled. And as far as them claiming the Statute of Limitations, that's an affirmative defense which should be brought up after they answer, not on a motion --

THE COURT: It can be. No, it can be brought up in Motion to Dismiss.

MS. COLLIS: Yeah, if they can tell by the face of the complaint that there's a statute issue, but clearly I'm showing that this has been – this has been an ongoing

– ongoing under the discovery and also the continuous theory. This is clearly something that this Court would have jurisdiction, that I've shown and also have plenty of documentation, how the bank and the law firm have interfered with – it's not like I'm just suing them for something they did in 2005. I have the right to access to the courts. And if someone interferes with that and tampers with witnesses, which has been done and it's proven, and manufactures documents, and keeps preventing every single attorney that I got on my case. This case shouldn't have been going on for eight years.

And I have new proof, Your Honor, that more defamation that's been now going on online, which has been as recent as 2012. So all I'm asking this Court is to deny their Motion to Dismiss, both – all six Defendants, have them answer the complaint. And then if you find that there's something on summary judgement, you know – but, for right now, it shouldn't be tried right in the beginning.

And especially with the contract, I would think that you would have – the State of Maryland needs to take a look at that contract so we can put that to rest once and for all. As a Maryland Contract, the contract it says, says it's not valid unless it's signed. There's money sitting with the courts. And the State of Maryland, this Court has jurisdiction to look at that contract. And then from there they can determine if there's further causes of actions as well, which they will see there is.

THE COURT: Anything else?

MS. COLLIS: Did you want to address the sanctions and the injunction they're trying to get on me?

THE COURT: Well, I got to rule first on the Motion to Dismiss.

MS. COLLIS: Oh.

THE COURT: Do you want to say anything about the Motion for Sanctions?

MS. COLLIS: Yeah, I do. If you want me to say something. The sanctions that they have filed, Your Honor, he who comes seeking equity in the Court should come with clean hands. And I have proven that the bank isn't coming with clean hands. I have not filed these cases frivolously. I'm not a - where I'm just out litigiously or trying to harass. I did cite some cases in my motions regarding the sanctions, but this doesn't go to the level of having me sanctioned. I'm not - I'm clearly, really, number one, wanting the issue with contract resolved so that can be put to rest.

As far as the injunction, Ms. Luse mentioned the Appellate Court did rule on the 60-B. That's just not something they can get involved with with the contract, because it's a Maryland Contract. But they did deny my Motion to Vacate on that. And I'm believing it's because this - it has to be settled as a Maryland contract.

Let's see. And as far as an injunction goes, if I do have recourse, if you put an injunction on me now where I can't sue them, if I have recourse as far as that contract, that's still going to be litigating. So I don't think I should have an injunction, which I sited - I cited in my Motion. But I'll just let you rule.

### **COURT'S RULING**

THE COURT: Okay. I'll rule. Look, I've read this, I've had an opportunity to read the pleadings. Last night I looked a little bit, this morning I looked a little bit more deeply at the bill, the new bill of complaint.

I've – the easiest way for me to read – to rule on this is, quite frankly, I think the Defendants are completely right. And for reasons stated by the Defense, I'm going to grant the Motion to Dismiss. So, Madame Clerk, show the Motion to Dismiss as granted.

As to the Motions for Sanctions, ma'am it's clear to me that you've been – that you feel you've been wronged, and I understand that. The courts are a great place to litigate things and resolve disputes. And I certainly, as somebody that's devoted my life to that, agree that people should have access to court. The courts are many times, as are corporations and defendants, are many times called to answer for many cases that have already been answered, and already been litigated, and already been adjudicated, already had their opportunities to do the things to litigate the differences that they have. And we're willing, I'm more than willing as a one member of the bench, to do my share of the task that goes along with that. But I don't think that others should have to do it where matters have already been litigated and have already been decided.

So I'm going reserve on the Motions for Sanctions. Madame clerk, close the case statistically. And I'll reserve on the Motion for Sanctions, because I don't think it's proper at this stage. She's litigated one time in the State – actually, I'll tell you, I'll deny it without prejudice. I'll deny the Motion for Sanctions without prejudice. Meaning this, they still can bring it back if there's further litigation in the State of Maryland on these actions.

Ma'am, you've had your shot, you've had your shot in the Federal Court. And there is a little bit of whatever you want to call it for me that I'm a State Judge, you know, we look at the Feds, hey, you've got everything, you know, you can do everything. Nothing bad by what I'm saying, I'm just saying, those folks

have a lot easier docket than the State Courts do. And that's just basic fact. I'm not shying away from my work. But you've had opportunities, you've had three cracks there. In baseball you get three strikes, you've had it up there. You should have no more in this Court.

Should you decide to litigate, you have a right to appeal, and you can appeal the case to Annapolis, if you so desire, to the Court of Special Appeals. If that's your desire you can do that. You should be filing no more cases.

Should they be litigated again in any other case that hasn't already been started, they have grounds, and I'm stating it for the record, I'm warning you that these folks – I'm warning you, and they're writing it down, I know they are, because that's what they'll go back to their clients and tell them. I'm warning you, if you do it, if it comes in front of the Civil Court for Prince George's County, it's going to most more likely end up in front of me, because I'm the Civil Coordinating Judge, okay?

And that's one thing. But secondly, any other judge is going to say, hey, Judge Green has litigated this, Federal judges have litigated this, sanctions are appropriate. They would be more than appropriate. I'm giving you fair warning here, that these folks have more than their fair reason to get sanctions if you continue to re-litigate these matters by re-bringing cases in Court, in a State Court, or a Federal Court. Okay? So –

MS. COLLIS: Excuse me?

THE COURT: So I'm denying it without prejudice. Close the case statistically. Yes, Ma'am?

MS. COLLIS: Okay. First of all, Your Honor the amended complaint with the declaratory judgment?

THE COURT: That's dismissed. For reasons, That's dismissed.

MS. COLLIS: So that means that they – no – the State will not look at my –

THE COURT: No. We will not, because that's a federal matter, that's in a Federal Court. And I can't declare something on a basis you're telling me a contract that was never signed. Okay, if it's never signed, then that's pretty simple, there wouldn't be a contract. But I'm not going to – for the reason they've stated, this matter is dismissed.

MS. COLLIS: Okay. And also the – but I can still go back to the Federal Courts?

THE COURT: I'm not giving you one way or – ma'am, I do have a law degree, I was a lawyer once, but I can not give advice. That's one thing a judge cannot do.

MS. COLLIS: Okay, Your Honor –

THE COURT: I do give advice from time to time, and there's no question I do it. But I can't tell you what – that would be wrong of me to do that for any number

MS. COLLIS: But you're saying that I'm not allowed to sue them in Maryland?

THE COURT: No. I said, if you choose to do that, if you decide you want to file another suit in Maryland, they will have more than their reasons to sanction you for money, for bringing the seed again. Because you've had your opportunity here, you've had your opportunity in the Federal Court. I'm just telling you, your time for fighting is over with. Okay?

MS. COLLIS: But Your Honor, those were three separate whistle-blowing discrimination and a FLSA that the attorney filed three separate cases. So it's not like I re-litigated those three cases, those were separate issues.

THE COURT: But you came to the courthouse three times for the same incident. Okay? We all like to do things, there's an economy of scale. We like to do things once in the courts, it makes sense. We don't want to come back. Okay? I'm really not getting through to you.

MS. COLLIS: Okay.

THE COURT: I really don't think anything further I can say or you will say will serve any great interest.

MS. COLLIS: Okay, okay.

THE COURT: In the strongest terms I can say is, I know you've had some bad experiences with lawyers, I understand that, I think I see that. But lawyers sitting down in their offices can do a great job in explaining where you're at.

MS. COLLIS: Okay. Thank you.

THE COURT: Matters dismissed. Thank you all.

MS. LUSE: Your Honor, if I could just clarify, it's dismissed with prejudice.

THE COURT: With prejudice. Yes, yes, ma'am. My -prejudice. Thank you. Good luck with everything.

MR. GAYFIELD: Thank you, Your Honor.

THE COURT: Good to see people from other jurisdictions.

MS. ELDRIDGE: Thank you for having me.

THE COURT: All right.

(Off the record – 09:54:57 a.m.)



TRANSCRIBER'S CERTIFICATE

This is to certify that the proceedings in the matter of Torina A. Collis vs. Bank of America, case number CAL10-34393 in the Circuit Court for Prince George's County on February 8, 2013, was recorded on digital media without video.

I hereby certify that the proceedings herein contained were transcribed by me or under my direction. that said transcript is a true and accurate record to the best of my ability and constitutes the official transcript thereof.

In witness thereof, I have hereunto subscribed my name on October 7, 2013.

*/s/*

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Sherry R. Miller, President

APPENDIX 7

IN THE CIRCUIT COURT OF MARYLAND  
PRINCE GEORGE'S COUNTY

TORINA A. COLLIS, )  
 )  
 )  
 Plaintiff ) Civil Action No.  
 ) CAL-10-34393  
 )  
 )  
 V. ) JURY TRIAL  
 ) DEMANDED  
 )  
 )  
 BANK OF AMERICA N.A. )  
 The Corporation )  
 Trust, Inc. (CT) )  
 351 W. Camden St. )  
 Baltimore, MD )  
 21201-Resident )  
 Agent )  
 Defendant )  
 )  
 MCGUIRE WOODS, LLP., )  
 John S. Barr- )  
 Resident Agent )  
 One James Center )  
 901 East Cary Street )  
 Richmond, VA 23219 )  
 Defendant )  
 )  
 MELODY VAUGHN, )  
 1684 Brooksquare Dr. )  
 Capitol Heights, )  
 Md 20743 )  
 Defendant )  
 )

LISHA THORNE )  
HOLLOWAY, )  
4112 Candy Apple Lane )  
Suitland, Md 20746 )  
Defendant )  
)  
ELENA MARCUSS, )  
1236 Harbor Island Walk )  
Baltimore, Md 21230 )  
Defendant )  
)  
SCOTT MEEHAN, )  
117 Idlewilde Rd. )  
Severna Park, Md 21146 )  
Defendant. )

## **PLAINTIFF'S FIRST AMENDED COMPLAINT**

### **PREAMBLE**

**Plaintiff filed her Original Complaint on October 28, 2010. Defendant filed its Motion to Dismiss and For Sanctions and seeking an Injunction alleging Plaintiff's claims must fail for Statues of Limitations and Failure to State a Claim For Relief. Pursuant to Rule 2-341 (a) of the Maryland Rules of Civil Procedure, Plaintiff files this First Amended Complaint.**

**Plaintiff's First Amended Complaint is filed after Defendant's Motion to Dismiss, prior to Defendants answer, and prior to a dismissal, whereby she does not need to seek leave of the Court. Plaintiff's First Amended Complaint is adopting, referring to and incorporating**

**the original complaint as to relate back to the original complaint.**

**Maryland Rule 2-341. Amendment of pleadings:**

**(a) Without leave of court. A party may file an amendment to a pleading without leave of court by the date set forth in a scheduling order or, if there is no scheduling order, no later than 30 days before a scheduled trial date.**

### **Preliminary Statement**

1. This is a suit for defamation/libel per se, intentional infliction of emotional distress, and civil conspiracy, declaratory judgment, interference with contractual relations, civil aiding and abetting. Plaintiff, Torina A. Collis, is s a resident of Waldorf, Maryland. She alleges that the Defendant bank, and it's employees, back dated a write up for February 22, 2005 and presented it to Plaintiff on February 24, 2005 and conspired to rid Plaintiff of her employment of over 4 ½ years. Defendant bank, employees and Defendant bank's in house counsel presented a written statement along with the back dated write to the U.S. Department of Labor stating that Plaintiff was in fact given the write up on February 22, 2005, knowing the statement to be false. Defendant McGuire Woods, LLP, Elena Marcuss, Bank of America, and Melody Vaughn, did not correct the false statement. The U.S. Department of Labor relied on the false statement and dismissed Plaintiff's complaint against Defendant bank. Defendant McGuire Woods, LLP, Elena Marcuss, and Defendant Bank of America, gave false statements to P.G. County Human Relations, again defaming Plaintiff. Plaintiff

would later find out through discovery that the statements were made. The actions of Defendants has caused Plaintiff physical and emotional damages. In addition, defendants' conduct was so intentional an outrageous that the imposition of punitive damages is appropriate to punish the defendants for their actions and to deter the defendants from further reprehensible conduct.

### **Jurisdiction and Venue**

2. The Court has jurisdiction over this action pursuant to Md. Cts. & Jud. Proc. Code Ann. 6-102 as the Defendant's Melody Vaughn, Lisha Holloway, Scott Meehan, and Elena Marcuss are domiciled in Maryland. This Court also has jurisdiction over this action pursuant to Md. Cts. & Jud. Proc. Code Ann. 6-102 as the Defendants Bank of America and McGuire Woods, LLP has its place of business in Maryland. The Court has jurisdiction over defamation/libel per se cases. In addition, this Court has subject matter jurisdiction pursuant to MD CODE ANN., COURTS AND JUDICIAL PROCEEDINGS Sections 3-403.

3. Venue is proper in this Court pursuant to Md. Cts. & Jud. Proc. Code 6-201 because a substantial part of the events giving rise to the claim occurred in Maryland, Defendants reside in Maryland and Defendants maintain an office in Maryland. Venue is proper as Maryland law governs the contract in question.

4. A jury trial is demanded.

5. This is an action for damages in excess of \$75,000.00

**Parties**

6. Plaintiff, Torina A. Collis, is an adult individual who resides at 13240 Star Gazer Place, Waldorf, Maryland 20601.

7. Defendant, Bank of America, N.A., was at all times material a corporation registered to do business in Maryland and maintains an office in Beltsville, Maryland.

8. Defendant, McGuire Woods, LLP, was at all times material a Limited Liability Partnership registered to do business in Maryland and maintains an office in Baltimore, Maryland.

9. Defendant, Scott Meehan is an adult individual who resides in Anne Arundel County, Maryland.

10. Defendant, Melody Vaughn is an adult individual who resides in Prince Georges County, Maryland.

11. Defendant, Lisha Thorne Holloway is an adult individual who resides in Prince George's County Maryland.

12. Defendant, Elena Marcuss is an adult individual who resides in Baltimore County, Maryland.

**FACTS UNDERLYING THE CLAIMS**

13. Plaintiff, Torina A. Collis was employed at Bank of America from approximately October 2000 until February 25, 2005.

14. Plaintiff received regular commendations from associates and management.

15. On or around June 2004, Plaintiff informed Defendant, Melody Vaughn that customer's accounts were being changed without their knowledge. On or around June 2004, Defendant Melody Vaughn told Plaintiff she would investigate.

16. On or around July 2004, Defendant Melody Vaughn sent an email to numerous banking centers that Plaintiff went "AWHOL" after Plaintiff called out sick.

17. On or around July 13, 2004, Plaintiff filed a complaint with Personnel in North Carolina regarding the email.

18. On or around November 2004, Plaintiff met with Defendant, Scott Meehan and reported that customer's accounts were being changed without their knowledge and they were incurring fees of \$20.00 a month.

19. On or around November 2004, Plaintiff reported she was being harassed by her managers Defendant, Melody Vaughn and Lisha Thorne Holloway.

20. On or around November 2004 Defendant Scott Meehan told Plaintiff he would investigate her allegations.

21. Plaintiff would no longer receive any commendations from banking center management or associates after November 2004.

22. Plaintiff regularly worked in excess of 40 hours a week.

23. On or about January 12, 2005, Plaintiff received a commendation letter from then, CEO of Bank of America, Ken Lewis.

24. On or about the middle of January, 2005, Defendant Melody Vaughn gave Plaintiff, permission to come in two hours late.

25. On or around February 16, 2005, Defendant Melody Vaughn accused Plaintiff of falsifying her time sheets at Plaintiff's desk.

26. On or around February 16, 2005, Defendant Melody Vaughn accused Plaintiff, a salaried employee, of recording that she worked two hours that she did not work.

27. On or around February 16, 2005, Plaintiff told Defendant Melody Vaughn that she stayed late to make up the two hours.

28. On or about February 16, 2005, Plaintiff phoned Defendant Scott Meehan and left a message.

29. On or about February 17, 2005, Defendant Scott Meehan phoned Plaintiff back.

30. On or about February 17, 2005, Plaintiff told Defendant Scott Meehan that Defendant Melody Vaughn was accusing her of falsifying her time sheets and that she would have to take alternative measures and go to North Carolina to incorporate to notify them of what was taking place.

31. On or about February 17, 2005, Defendant Scott Meehan told Plaintiff he still needed more time to investigate Plaintiff's complaints dating back to November 2004.

32. On February 24, 2005, Defendant Lisha Thorne Holloway, approached Plaintiff at her desk and told her she was dismissed for the day.



33. Plaintiff was shocked as she did nothing wrong.

34. On the evening of February 24, 2005, Defendant Lisha Holloway and Defendant Melody Vaughn called Plaintiff back to the office.

35. On February 24, 2005, Defendant Melody Vaughn typed up a write up dated February 22, 2005.

36. Defendant's write up accused Plaintiff of falsifying her time sheet.

37. Defendant's write up stated that Plaintiff left the banking center early without "approval from management before 6:00 pm. I called to check on you to see what calls you made and had already left. You have my cell phone and failed to call to get approval to leave early."

38. Defendant Melody Vaughn would later, on March 24, 2008, in an affidavit under penalties of perjury state the opposite. Defendant stated "On February 16, 2005, I met with Ms. Collis to review these issues and reminded her that falsifying her timesheets could result in termination of her employment. Ms. Collis became irate and yelled at me. She then left the meeting abruptly after stating that she needed to go home. Ms. Collis left the Banking Center before she was scheduled to leave work that day without permission."

39. In 2005, the story was Defendant called in to check on Plaintiff, insinuating that Defendant was not present in the banking center when Plaintiff left.

40. Three years later, March 24, 2008, Defendant Elena Marcuss would provide Defendant Melody Vaughn an affidavit to sign stating quite the opposite,

that Defendant Melody Vaughn was present when Plaintiff left the building and that Plaintiff “stormed out of the meeting” on February 24, 2005.

41. On the evening of February 24, 2005, and along side Defendant Melody Vaughn, Defendant Lisha Holloway typed up a written counseling titled “Final Written Counseling-In appropriate Behavior”. The write up states “You continue to exhibit behavior that is considered inappropriate in the workplace.”

42. On February 24, 2005, Plaintiff filed a formal complaint with Corporate office regarding the accusations Defendants accused her of, the continuance of the fraudulent activities and the harassment.

43. Plaintiff was in serious physical pain due to the stress and accusations.

44. Defendant Bank of America’s Corporate office personnel Dina Rutherford, told Plaintiff they needed to investigate and speak with Defendant Scott Meehan.

45. On February 25, 2005, at approximately 8:00am, due to the pain, Plaintiff called out sick.

46. On February 25, 2005, Scott Meehan was at the banking center and terminated Plaintiff over the phone stating “Due to your write ups this week, you are terminated”.

47. Defendant Scott Meehan stated to Plaintiff “Now you can take whatever alternative measures you need to take”.

48. Plaintiff was devastated. Plaintiff had to seek medical care because she could not even walk the pain was so bad.

49. Plaintiff went into a severe depression. Plaintiff had psoriasis flare up on her due to the stress and the emotional trauma. It was a shock to her nervous system.

50. Defendant Scott Meehan made Plaintiff think he was not in any way responsible for Plaintiff's termination, that it was due to the write ups by Plaintiff's immediate managers.

51. Defendant Bank of America concluded their investigation surrounding Plaintiff's termination on or about April 2005.

52. Defendant Scott Meehan left the bank in April 2005.

53. Plaintiff filed a whistle blowing case under the Sarbanes Oxley Act of 2002 with the U.S. Department of Labor in May of 2005.

**54. Defendant Bank of America** gave a written statement to the U.S. Department of Labor on July 15, 2005 stating "On February 22, 2005, Complainant was given a written counseling memo for attendance and inappropriate behavior. On February 23 and February 24, 2005, management attempted to have a conversation with Complainant. On both occasions, Complainant abruptly and rudely ended the conversation with the manager. Subsequently, Complainant's employment was terminated". The foot note on the letter states "This Statement of Position is based upon our current understanding and investigation of the facts and circumstances at the time this statement is submitted. By submitting this statement, BAC in no way waives its rights to present new or additional facts and/or arguments based upon subsequently acquired information and/or evidence."

55. Defendants Bank of America, Melody Vaughn, Scott Meehan and Lisha Thorne Holloway knew Plaintiff was not issued a written counseling on February 22, 2005.

56. On October 18, 2005, the U.S. Department of Labor dismissed Plaintiff's case against Defendant Bank of America after relying on the statements made by Defendants.

57. On December 23, 2005, Defendant Elena Marcuss entered her appearance to the U.S. Department of Labor Administrative Law Judge.

58. On December 23, 2005, Defendant Elena Marcuss was an attorney for McGuire Woods, LLP, the firm representing Defendant Bank of America.

59. On May 9, 2006, a letter from the U.S. Department of Labor was sent to Defendant Elena Marcuss and McGuire Woods, LLP titled "Order Continuing Hearing Schedule".

60. As of the time Plaintiff withdrew her case with the U.S. Department of Labor and filed in the U.S. District Court in Maryland, Defendants Elena Marcuss, McGuire Woods, LLP, Bank of America, Melody Vaughn, Lisha Thorne Holloway did not correct the statement that Plaintiff was written up on two separate days.

61. On August 26, 2005, Plaintiff filed a discrimination complaint with Prince George's County Human Relations Commission.

62. On August 26, 2005, Prince George's County Human Relations Commission sent Defendant Bank of America a letter requesting information surrounding the termination of Plaintiff with replies due back by September 9, 2005.

**64.** Prince George's County Human Relations submitted another letter on January 17, 2006 extending the deadline for the information until February 7, 2006.

**65.** Defendant Elena Marcuss, with McGuire Woods, LLP deposed Plaintiff on February [6] **3**, 2006.

**66.** Defendants Bank of America, Defendant Elena Marcuss and Defendant McGuire Woods, LLP gave a statement to Prince George's County Human Relations Commission on February 7, 2006 with false defamatory statements in the letter.

**67.** In the letter, the Defendant, Elena Marcuss, with McGuire Woods, LLP wrote the Defendant Bank's Statement of Position "Ms. Collis told Mr. Meehan that she thought he would side with her because he is Caucasian and her managers and Mr. Meehan's per CMM were all African American." The letter also stated "No other associates in the banking center engaged in such blatant disrespect toward their fellow associates." The bank knew that statement to be false because associate Tara Gallman filed a complaint and went to the emergency room when Defendant Lisha Thorne Holloway pushed Tara Gallman. Tara Gallman also stated that Defendant Holloway attempted to run her over with her car.

**68.** The statement made was malicious and Defendant's McGuire Woods, LLP and Elena Marcuss made the statement up.

**69.** The statement was to be Defendant Bank of America's position surrounding Plaintiff's termination.

**70.** Defendant Elena Marcuss knew the statement was false when she made it to the P.G. Human Relations.

71. Defendant Elena Marcuss had no basis for the statement and it was made voluntarily.

72. The statements harmed Plaintiff's case as it was not being investigated. Plaintiff withdraw her case and file in Federal Court and spent thousands of dollars in legal fees doing so.

73. Defendant Scott Meehan testified at trial in October of 2009 that Plaintiff did not make that statement to him.

74. Defendant Scott Meehan testified at trial in October of 2009 that he did not speak with Defendant Elena Marcuss until shortly before going back to the bank in 2008.

75. The U.S. Equal Employment Opportunity Commission issued Plaintiff a right to sue letter on June 28, 2006.

76. Plaintiff's attorney Rex Fuller, filed a Title VII of the Civil Rights Act of 1964 case in the U.S. District Court of Maryland, Greenbelt, Md on September 21, 2006.

77. Defendant Scott Meehan testified at trial in October 2009, that he directed Defendant Melody Vaughn to issue two corrective actions to Plaintiff on February 24, 2005.

78. One corrective action was dated February 22, 2005.

79. Defendant Scott Meehan testified that both corrective actions were given to Plaintiff on February, 24, 2005, one being dated February 22, 2005 and the other being dated February 24, 2005.

**80.** Defendant Melody Vaughn testified at trial she indeed typed the write up on February 24, 2005 and dated it February 22, 2005.

**81.** Defendant Lisha Holloway testified she issued a write up on February 24, 2005.

**82.** [Defendant Scott Meehan testified he terminated Plaintiff on February 25, 2005 over the phone.]

**83.** On numerous occasions Defendant Elena Marcuss spoke with Plaintiff's attorney Rex Fuller and tried to reach a settlement with Plaintiff.

**84.** The agreements presented to Plaintiff from Rex Fuller were never signed.

**85.** On March 20, 2007 Plaintiff's attorney filed a motion to withdraw from Plaintiff's case.

**86.** Plaintiff retained new counsel Singleton, Gendler and Terrassa and Jennifer Stair entered their appearance on October 10, 2007.

**87.** Defendant Elena Marcuss had conversations with Mr. John Singleton trying to reach a global settlement.

**88.** Plaintiff did not sign any settlement agreement presented to her by Mr. John Singleton.

**89.** On or around January 1, 2008, Defendant Bank of America hired Scott Meehan back to work at Bank of America.

**90.** On or around January 1, 2008, Defendant McGuire Woods, LLP, promoted Defendant to Partner of the Law Firm.

91. On February 1, 2008, Defendant Elena Marcuss provided an affidavit for Defendant to sign under penalties of perjury stating “I decided it was appropriate to terminate Ms. Collis’ employment due to her repeated disrespectful and insubordinate behavior towards her manager.” The affidavit continues to state “My decision to terminate Ms. Collis’ employment was totally unrelated to her earlier report to me that she believed that other Personal Bankers at the Beltsville Banking Center were opening accounts without customer authorization in order to boost their incentives.”

92. Defendant Bank of America, through counsel/ Defendant Elena Marcuss filed a motion for summary judgment on March 24,2008.

93. Mr. John Singleton did not reply on behalf of Plaintiff.

94. Mr. John Singleton filed a motion to withdraw from Plaintiff’s cases on March 28, 2008.

95. Plaintiff retained the Law Office of Morris Fischer who entered their appearance June 18, 2008.

96. Defendant Elena Marcuss had conversations with Mr. Morris Fischer regarding trying to do a global settlement.

97. Plaintiff refused to settle.

98. On or around August 13, 2008, the U.S. District Court granted Plaintiff a trial on her retaliation case. At the hearing Defendant Elena Marcuss informed the Judge that she and Mr. Fischer had been discussing settlement on Plaintiff’s FLSA (Fair Labor Standards Act) case.



99. On or around January 7, 2009, Defendant Elena Marcuss, Defendant Bank of America and Plaintiff went to good faith settlement conference on Plaintiff's case under the FLSA (Fair Labor Standard's ACT).

100. Defendant was interested in a global settlement.

101. Plaintiff refused to settle.

102. On February 29, 2009, Defendant Bank of America filed a motion to consolidate Plaintiff's case set for trial with the FLSA case.

103. Deadlines for Plaintiff's attorney to reply were February 17, 2009.

104. On February 4, 2009, Defendant Elena Marcuss, Morris Fischer and the U.S. District Court had a conference call changing the date of trial.

105. By February 17, 2009, Plaintiff's attorney had not filed a reply.

106. Plaintiff filed a motion to withdraw Plaintiff's attorney from only her FLSA case as her attorney was not returning calls or replying to motions.

107. On March 10, 2009, the U.S District Court granted Plaintiff's request.

108. In addition, on March 10, 2009, the U.S. District Court terminated Morris Fischer on the case set for trial without the request of Plaintiff.

109. The District Court sent a memorandum on or around March 2009, stating Plaintiff and Defendant Bank could notify the Court if they think a settlement conference on the FLSA case would be beneficial.

110. Defendant Elena Marcuss typed a joint letter stating the parties would be interested and will be open to a global settlement.

111. Plaintiff told Elena Marcuss that was not acceptable that Plaintiff was not interested in a global settlement.

112. Defendant Elena Marcuss retyped the letter to be more generic and excluded global settlement.

113. The settlement conference took place before Magistrate Charles Day on or around June 17, 2009.

114. Defendant Elena Marcuss brought Defendant Scott Meehan to the settlement conference on behalf of Defendant Bank of America.

115. Plaintiff was forced to sit at a table negotiating with the person that terminated over the phone.

116. Plaintiff made it clear she was not interested in a global settlement.

117. Plaintiff made it clear she would still pursue a class action to get the customers money back that was being taken.

118. Defendant, Elena Marcuss threatened Plaintiff she would force her to settle in the presence of Defendant Scott Meehan.

119 No settlement occurred.

120. On or around June 25, 2009, Plaintiff received a copy of a settlement agreement Defendant Elena Marcuss gave to sign.

121. Plaintiff told Elena Marcuss she did not agree to anything in the conference and she will not sign it.

122. The U.S. District Court was aware no settlement took place.

123. With that knowledge the U.S. District Court set up a pretrial conference for September 10, 2009.

124. On or around September 15, 2009, Defendant Elena Marcuss notified the Court that the parties were settling.

125. On or around September 15, 2009, the U.S. District Court dismissed Plaintiff's case stating the parties were "settling" and any party had the right to reopen with good cause if the settlement was not consumated.

126. Plaintiff had no idea Defendant Elena Marcuss told the Court that the parties agreed they were "settling" until she received the Order of dismissal in the mail after the pretrial conference.

127. At the pretrial conference on September 17, 2009 for the Title VII case set for trial, Plaintiff was not told her case was dismissed.

128. Plaintiff had to prepare for a 3-4 day trial. On October 15, 2009, Plaintiff filed a motion to reopen her case stating she did not orally agree to settle.

129. Defendant Scott Meehan responded to Plaintiff's question at trial in October 2009:

Q: Okay. So do you recall February -back up a second. Dou you recall numerous conversations that I've had, specifically one on February 17<sup>th</sup>, do you recall me saying I had to take alternate measures and go to North Carolina? Do you recall that, a conversation?

A: I don't remember the exact language, but I do recall that you were, as I perceived it, were wanting to go over my head, I think is what that statement was.

130. In October 2009, Defendant Scott Meehan testified he terminated Plaintiff on the phone February 25, 2005. In addition, Mr. Meehan responded to Plaintiff's question at trial-

Q: But, Mr. Meehan, so and again you got this information after our conversation in November. I'm sorry, you got the information about my inappropriate behavior towards associates after the-the meeting in November of 2004 that we had in Greenbelt, is that when they started telling you that I had inappropriate behavior?

A: Yes.

131. During trial on the Title VII case, Defendant Elena Marcuss states to the Honorable Judge "Your Honor, may I address that? The alleged misrepresentation was in the administrative proceeding in the SOX matter to the Department of Labor. It's of absolutely no relevance to this lawsuit. To the contrary, to this lawsuit, we have been consistent throughout that both written warnings, counseling were given to her on the same night. They're dated the same night on the signature lines of February 24. Ms. Collis is upset because the typed date on one of them is February 22<sup>nd</sup>, but we have been consistent throughout this matter."

132. The Courts response to Defendant Elena Marcuss' statement " I don't think that matters. If a statement about her leaving--whatever the factual matter is, if in any proceeding a statement was made that was untrue, that can be argued."

133. The statement of the Defendant Bank's position was given to the Department of Labor in response to the U.S. Department of Labor's request for information surrounding the termination of Plaintiff.

134. In November 2009, after the trial, Defendant Elena Marcuss, Bank of America, McGuire Woods, LLP filed a motion to enforce the alleged oral settlement agreement. Defendant's claim Plaintiff orally agreed to settle in the settlement conference in June 2009.

**135. The Magistrate Judge did not file any Report and Recommendation with the Court.**

**136. The Magistrate Judge did not introduce any evidence that the parties agreed to settle.**

137. In July 2010, the U.S. District Court enforced the alleged oral settlement agreement.

138. Plaintiff filed an appeal with the Fourth Circuit Court of Appeals.

139. Plaintiff was represented by counsel when she filed a Writ of Certiorari to the U.S. Supreme Court September 21, 2011.

140. Plaintiff filed a Motion to vacate the judgment in 2011 citing fraud.

141. Plaintiff appealed to the Fourth Circuit Court of appeals in 2012.

## **COUNT I**

### **DEFAMATION/LIBEL PER SE**

**142.** Plaintiff incorporates herein by reference all of the averments of paragraphs 1 through 141 with like force and effect as though set forth in full herein.

**143.** The conduct of the defendants as described above, constitutes defamation by the defendants. More specifically, the Plaintiff did not receive a write

up on February 22, 2005. Plaintiff was given two write ups on February 24, 2005, one being back dated for February 22, 2005, to give the impression Plaintiff was written up on February 22, 2005 and again on February 24, 2005 to justify a termination on February 25, 2005. The defendant's defamatory statements are libel per se.

144. Plaintiff, Torina A. Collis, contrary to the defendants' **Elena Marcuss, McGuire Woods, LLP, Bank of America**, defamatory statements, did not tell Mr. Scott Meehan that "she thought he would side with her because he is Caucasian and her managers and Mr. Meehan's peer CMM were all African American".

145. The defendants' defamatory statements were made intentionally and without concern whether the statements were true. The false statements have harmed the Plaintiff.

146. The defendants' defamatory statements were made intentionally or with reckless disregard to the truth or veracity of the statements. The defendants knew their statements would harm the Plaintiff.

147. The defendants' defamatory statements were made to a third party.

148. The conduct of the defendants has been sufficiently outrageous as to entitle Plaintiff, Torina A. Collis, to punitive damages.

149. Punitive damages are appropriate to deter the defendants' future outrageous conduct.

150. The defamatory statements interfered with a federal investigation whereby the U.S. Department of Labor dismissed Plaintiff's complaint.

151. Plaintiff was harmed by having to withdraw her cases in file in Federal Court and she has incurred over \$50,000.00 in legal fees doing so.

152. Plaintiffs reputation has been damaged throughout the past eight years.

153. Plaintiff was accused of a dishonest act of falsifying her time sheets and the statements are being republished.

154. The statement that Plaintiff had inappropriate behavior is being republished. Defendant's signed affidavits under penalties of perjury in February and March 2008, falsely accusing Plaintiff of being insubordinate and inappropriate behavior.

155. Plaintiff's reputation was damaged by her having to repeat when questioned, that she was terminated from a bank.

## COUNT II

### INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

156. Plaintiff incorporates herein by reference all of the averments of paragraphs 1 through 155 with like force and effect as though set forth in full herein.

157. The defendants' conduct, as described above, was intentional and reckless.

158. The defendants' conduct was extreme and outrageous. The defendants intended to harm Plaintiff Torina A. Collis.

**159.** The defendants' wrongful conduct has caused severe physical and emotional distress to the Plaintiff. Plaintiff has been in and out of hospitals and doctors over the past 8 years due to Defendant's conduct.

160. Plaintiff developed severe form of psoriasis due to the mental stress and emotional trauma. Plaintiff's quality of life has diminished due to Defendant's continuous obstruction of justice. Plaintiff has severe nervous condition due to constant stress. Immediately following Plaintiff's termination she cried uncontrollably in disbelief and had to seek medical care. Plaintiff has been forced to endure nearly 8 years in the court system due to Defendant Elena Marcuss , McGuire Woods, LLP, Bank of America, Melody Vaughn, Scott Meehan, and Lisha Thorne Holloway unlawful conduct.

**161.** The defendants' conduct has caused the Plaintiff to be physically and emotionally damaged. The physical and emotional damage is ongoing and directly caused by the defendants' actions.

**162.** The conduct of the defendants has been sufficiently outrageous as to entitle Plaintiff to an award of punitive damages.

163. No one could be expected to endure such emotional stress for so long.

164. The Defendant's continue to intentionally inflict emotional distress upon Plaintiff by obstructing justice and interfering with her access to the courts.



### COUNT III

#### CIVIL CONSPIRACY

**165.** Plaintiff incorporates herein by reference all of the averments of paragraphs 1 through **164** with like force and effect as though set forth in full herein.

**166.** The individual defendants Scott Meehan, Melody Vaughn, Lisha Holloway, reached an agreement and conspired to back date Plaintiff's write up, and terminate Plaintiff. [and] Defendant Bank of America [give] gave false statements and back dated write up to the U.S. Department of Labor and Prince George's County Human Relations, whereby defaming the Plaintiff and causing further harm by committing a continual intentional infliction of emotional distress and defamation.

**167.** Defendant Elena Marcuss and McGuire Woods, LLP did not correct the statement to the U.S. Department of Labor and concealed it in order to **win the case**. This was in furtherance of the conspiracy. False statements to a federal agency in charge of investigating is a crime as is concealment.

**168.** Defendant Elena Marcuss wrote a letter to the P.G. County Human Relations with false, defamatory statements knowing the statements would damage Plaintiff's case before the Commission.

**169.** As more fully described above, the defendants Bank of America, McGuire Woods, LLP, Elena Marcuss, Lisha Holloway, Melody Vaughn, Scott Meehan 'actions were and continue to be unlawful.

**170.** Upon information and belief, the defendants secured outside counsel Defendant McGuire Woods, LLP in order to carry out their conspiracy and wrongful acts.

171. The conduct of the defendants has been sufficiently outrageous as to entitle Plaintiff to an award of punitive damages.

#### **COUNT IV**

#### **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP**

172. Plaintiff incorporates herein by reference all of the averments of paragraphs 1 through 171 with like force and effect as though set forth in full herein.

173. Plaintiff had no less than three attorneys on her cases and they all entered their appearances.

174. After numerous conversations with Plaintiff's attorneys, Defendant Elena Marcuss interfered with Plaintiff's contractual relationship and caused them to breach their contract by not fulfilling their obligations in representing Plaintiff and abandoning her. Defendant McGuire Woods, LLP promoted Elena Marcuss to partner of the firm.

175. Mr. Singleton failed to reply to Defendant's Motion to Dismiss and Morris Fischer failed to reply to Defendant's Motion to Consolidate cases.

176. Mr. Fuller and Mr. Singleton both withdrew from Plaintiff's cases when she refused to settle. Defendant Elena Marcuss tortiously interfered with Plaintiff's contract with her attorneys and caused Plaintiff insurmountable stress each time one withdrew. Mr. Morris Fischer would not reply to Plaintiff's calls or respond to motions.

177. Plaintiff was threatened by her attorney Mr. Fuller and Mr. Singleton if she did not settle her attorneys would withdraw.

178. Plaintiff had to endure insurmountable stress having to learn how to represent herself in Federal Court. The stress was unbearable and Plaintiff was in and out of hospital and doctors offices.

179. In April 2012, Mr. Fischer admitted in a court document “It is inequitable for Collis to retain the benefits of Fischer’s efforts, which led to the settlement agreement in Collis’s cases, without compensating Fischer for this effort.”

180. Mr. Fischer now admits on the record that the settlement in question was due to his efforts. The same settlement agreement that is not signed and Plaintiff contends she did not orally agree to while being pro se.

181. In August 2008, Defendant Elena Marcuss told the U.S. District Court Judge that she and Mr. Fischer were discussing settlement on the FLSA case as it would be a small amount. Plaintiff had no knowledge the two were discussing settlement.

182. Defendant Elena Marcuss has tortuously interfered with each and everyone of Plaintiff’s contractual relations with her attorneys.

183. In June 2009, Defendant Elena Marcuss brought Defendant Scott Meehan to the settlement conference which the parties were to attend in good faith. Defendants Elena Marcuss and Scott Meehan would later tell the Court Plaintiff, pro se, agreed to orally settle, despite 3 prior failed attempts while Plaintiff was represented.

184. Plaintiff now discovers Mr. Fischer claims the alleged oral settlement agreement in June 2009 (which he was not present at and he had been terminated off the cases in March 2009, was a result of his efforts with Defendant Elena Marcuss.

## COUNT V

### DECLARATORY JUDGMENT

185. Plaintiff incorporates herein by reference all of the averments of paragraphs 1 through 184 with like force and effect as though set forth in full herein.

186. Plaintiff seeks a declaration of her rights in accordance with the Maryland Declaratory Judgment Act, Courts and Judicial Proceedings 3-401, et esq.

187. There exists a case and controversy between Plaintiff and Defendant Bank of America which is ripe for adjudication.

188. Plaintiff states the unsigned contract which was enforced was procured by fraud by the Defendant Bank of America, Defendant McGuire Woods, LLP, Defendant Scott Meehan and Defendant Elena Marcuss.

189. Plaintiff did not agree to settle and this Court has jurisdiction to hear Plaintiff's case regarding the alleged and declare once and for all the validity.

190. § 3-402. Purpose and construction of subtitle. This subtitle is remedial. Its purpose is to settle and afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations. It shall be liberally construed and administered.

191. § 3-409. Discretionary relief.

(a) In general.- Except as provided in subsection (d) of this section, a court may grant a declaratory judgment or decree in a civil case, if it will serve to terminate the uncertainty or controversy giving rise to the proceeding, and if:

(1) An actual controversy exists between contending parties;

(2) Antagonistic claims are present between the parties involved which indicate imminent and inevitable litigation; or

(3) A party asserts a legal relation, status, right, or privilege and this is challenged or denied by an adversary party, who also has or asserts a concrete interest in it.

(b) Special form of remedy provided by statute.- If a statute provides a special form of remedy for a specific type of case, that statutory remedy shall be followed in lieu of a proceeding under this subtitle.

(c) Concurrent remedies not bar for declaratory relief.- A party may obtain a declaratory judgment or decree notwithstanding a concurrent common-law, equitable, or extraordinary legal remedy, whether or not recognized or regulated by statute.

(d) Exception as to divorce or annulment of marriage.- Proceeding by declaratory judgment is not permitted in any case in which divorce or annulment of marriage is sought.

(e) Speedy hearing.- A court may order a speedy hearing of an action of a declaratory judgment and may advance it on the calendar.

192. Plaintiff is entitled to have this Court hear and decide this claim on an expedited basis in order to resolve the controversy between Plaintiff and the Defendants because this case presents a matter of great public importance and the legitimacy of the contract is in question.

WHEREFORE, Plaintiff, Torina A. Collis, demands judgment as follows:

1. Judgment and relief in favor of Plaintiff, Torina A. Collis and against the Defendants in an amount to be determined at trial by a jury sufficient to make her whole for loss and injury suffered as a result of the Defendants' wrongful acts;

2. An award of general damages for the defendants' wrongful acts;

3. An award of the special damages for the defendants' wrongful acts;

4. An award of costs and disbursements incurred in this action, as provided by state and federal law;

5. An award of punitive damages for the defendant's reprehensible and outrageous conduct; and

6. An award of punitive damages to deter the defendants' future reprehensible and outrageous conduct.

7. Such other and further relief as deemed just and equitable.

8. Declaratory Judgment and Relief Hearing to determine the legitimacy of the contract in question.

9. An award of all fees Plaintiff incurred regarding the litigation surrounding the alleged oral contract.

10. Such other further relief Plaintiff will be entitled to under the law.

Respectfully Submitted,

**Dated: February 5, 2013**

Torina A. Collis  
13240 Star Gazer Place  
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(240) 508-5492  
Pro Se

**CERTIFICATE OF SERVICE**

I, Torina Collis, that on this 7<sup>th</sup> day of February, 2013, a copy of the foregoing was delivered via certified first class mail, postage prepaid and fax to the following:

Jaime Walker Luse  
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