



DISTRICT COURT OF MARYLAND FOR Baltimore City

LOCATED AT (COURT ADDRESS)

501 E Fayette Street, Baltimore, MD 21202

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

\$5,000 or under over \$5,000 over \$10,000

Clerk: Please docket this case in an action of contract tort replevin detinue bad faith insurance claim

The particulars of this case are: See Attached Complaint for Particulars.

CASE NO.

CV

PARTIES

Plaintiff

Bryan Canary
617 Alluvian Street
Baltimore, Maryland 21230

VS.

Defendant(s):

1. Gordon Brown
171 Piney Point Road
Boiceville, New York 12412

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

2.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

3.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

4.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

(See Continuation Sheet)

The Plaintiff claims \$15,000.00, plus interest of \$... Interest at the legal rate contractual rate calculated at % from to ( days x \$ per day) and attorney's fees of \$ plus court costs.

- Return of the property and damages of \$ for its detention in an action of replevin.
Return of the property, or its value, plus damages of \$ for its detention in action of detinue.
Other: and demands judgment for relief.

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

David W Clayton
11 E Lexington Street 3rd Floor
Baltimore, MD 21202
401 989 1345
0385

Signature of Plaintiff/Attorney/Attorney Code

Printed Name: David W Clayton
Address: 11 E Lexington Street 3rd Floor Baltimore MD 21202
Telephone Number: 410 989 1345
Fax:
E-mail: david@davidcalytonlaw.com

MILITARY SERVICE AFFIDAVIT

- Defendant(s) is/are in the military service.
No Defendant is in the military service. The facts supporting this statement are:

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military

I am unable to determine whether or not any Defendant is in military service. I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

- Properly authenticated copy of any note, security agreement upon which claim is based
Itemized statement of account
Interest worksheet
Vouchers
Check
Other written document
Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

## NOTICE TO DEFENDANT

### Before Trial

**If you agree that you owe the Plaintiff the amount claimed**, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. **If you wish to contest the claim**, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. **If you do nothing**, a judgment could be entered against you.

### If Judgment is Entered Against You (If You Lose)

**IF YOU DISAGREE WITH THE COURT'S RULING**, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
  - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
  - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

**IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS**, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

**If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: [http://www.mdcourts.gov/district/public\\_brochures.html](http://www.mdcourts.gov/district/public_brochures.html).**

## NOTICE TO PLAINTIFF

### REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

### AFTER THE COURT ENTERS A JUDGMENT:

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

**BRYAN CANARY**  
617 Alluvian Street  
Baltimore, Maryland 21230

**Plaintiff**

v.

**GORDON BROWN**  
171 Piney Point Road  
Boiceville, NY 12412

**Defendant**

\* IN THE  
\* DISTRICT COURT  
\* OF MARYLAND FOR  
\* BALTIMORE CITY

\* Case No. \_\_\_\_\_

\* \* \* \* \*

**Complaint**  
(Defamation)

Plaintiff, Bryan Canary (hereinafter "Canary"), by his attorney, David W. Clayton, hereby sues the Defendant Gordon Brown (hereinafter "Brown") and for grounds states:

1. Plaintiff Canary is a resident of Baltimore, Maryland and Castroville, California, and owns residential real property for personal use and short term leasing in Baltimore City, Maryland.
2. Defendant Brown is a resident of Boiceville, New York.
3. Plaintiff Canary owns and leases residential improved real property in Baltimore City, including but not limited to 627 S. Paca Street, Baltimore City, which are marketed and leased on the world wide web (aka "the Internet").
4. On or about September 23, 2016, Defendant Brown entered into a short-term rental agreement with Plaintiff Canary, for the temporary exclusive occupancy and use 627 S. Paca Street, during the term of December 29, 2016 through January 2, 2017. Plaintiff delivered, and Defendant accepted exclusive possession and occupancy of the subject property to Defendant pursuant to the terms of the contract.

5. On or about January 9, 2017, Defendant Brown published defamatory statements on the Internet in a written electronic review format, advising others to Proceed with Caution, alleging, among other things, that the subject property did not conform to the contract in substantial and material elements, including a lack of heat, and that the Plaintiff falsely accused Defendant of property damage to the bedding. These statements were defamatory in tending to injure Plaintiff in his reputation and status in the residential short term rental community, and with prospective customers, and further impugning him to be an unfair and unreasonable business owner and operator. Defendant's statements continued to be republished in the user review sections for Plaintiff's business and the subject property on VacationHomeRentals.com and TripAdvisor.com Internet business sites.

6. In his statements, Defendant knowingly made the false and defamatory statements about Plaintiff and his short-term rental business.

7. In the alternative, Defendant negligently made the false and defamatory statements about Plaintiff and his short term rental business.

8. Defendant published his false and defamatory statements to the general public of Baltimore City, the general public of the State of Maryland, and the entire World, including to the family, friends, and business associates of Plaintiff.

9. Defendant acted with knowledge and reckless disregard of the falsity of the statements and with the intent to harm Plaintiff's reputation and relations with his family and the community when publishing the false and defamatory statements about Plaintiff.

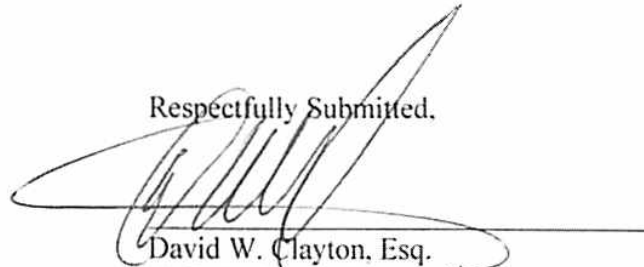
10. As a result of the false and defamatory statements published by Defendant Brown, the character and reputation of Plaintiff Canary and his short-term rental business were harmed, his standing and reputation in the community were impaired, and he suffered mental anguish and

personal humiliation, and economic harm to his reputation and income.

11. As a direct and proximate result of the false and defamatory statement published by Defendant Brown, Plaintiff Canary suffered legal expenses and costs to defend against the false and defamatory statements.

WHEREFORE, Plaintiff, Bryan Canary, demands Fifteen Thousand (\$15,000) dollars in compensatory damages, plus interest, costs.

Respectfully Submitted,

A large, stylized handwritten signature in black ink, appearing to read 'D. Clayton', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

David W. Clayton, Esq.  
11 E. Lexington Street, 3<sup>rd</sup> Floor  
Baltimore, Maryland 21202  
(410) 989 1345  
Attorney for Plaintiff