

COMPLAINT

Plaintiff, BAR Properties, by its attorneys, John I. Heise, Jr., Richard F. Stefanelli and the law firm of Heise Jorgensen & Stefanelli P.A., sues defendants, Gail Frances, Jerome Collidge, Gail Frances & Associates, a Maryland General Partnership, t/a Cygma Health Center, and Cygma Health Center, Inc., a Maryland Corporation, and in support thereof, states as follows:

INTRODUCTION

1. Plaintiff, BAR Properties, is a Maryland General Partnership and the owner of an office building (hereinafter "BAR Building") located at 3750 University Boulevard West, Kensington, Maryland. T. R. (Ted) Barker and Charles Riddle are the General Partners. Nelson Riddle (doing business as "Greater Potomac, Inc.") is the leasing agent for BAR Properties.

2. Defendant, Gail Frances & Associates, t/a Cygma Health Center, is a Maryland General Partnership.

3. Defendant Gail Frances is a resident of Maryland and a co-signatory to the lease executed with BAR Properties.

4. Defendant Jerome Collidge is a resident of Maryland, a co-signatory to the lease executed with BAR

Properties and the Resident Agent of Defendant Cygma Health Center, Inc.

5. Defendant Cygma Health Center, Inc. is a Maryland Corporation with its principal office located at 3750 University Boulevard West, Kensington, Maryland.

6. That Gail Frances and Jerome Collidge, in their individual capacities, executed a lease for the third floor of the BAR Building with BAR Properties. This lease is for a term of seven (7) years, with two (2) four (4) year options, for a total of fifteen (15) years.

7. The subject lease recites in Paragraph 3 thereof that the premises would be used as a "Physicians Office."

8. Gail Frances first met with Joyce Garbarino, an employee of Nelson Riddle, leasing agent, in response to an advertisement for the leasing of space in the BAR Building. Gail Frances advised Garbarino that she was organizing an office for physicians in family practice. Gail Frances advised Joyce Garbarino that abortions would be performed on the premises "occasionally."

9. Gail Frances next met with Nelson Riddle, leasing agent for plaintiff. In response to his inquiry regarding the nature of the physicians practice, Gail Frances provided Nelson Riddle with a list of physicians and a list of the medical services to be performed on the premises.

10. Gail Frances advised Nelson Riddle that the physicians practicing at the subject premises would be in a number of specialties, such as obstetrics, gynecology, urology, family practice and medical counseling, and that abortions would only be performed on an emergency basis.

11. Prior to the execution of the subject lease, Gail Frances met with the General Partners of BAR Properties, T. R. (Ted) Barker and Charles Riddle. Because of his concern with the matter of insurance, Barker questioned Gail Frances specifically as to whether or not abortions would be performed at the leased premises. Gail Frances responded that abortions would only be performed occasionally on an emergency basis.

12. Nelson Riddle inserted the term "Physicians Office" in the subject lease based upon the representations of Gail Frances as to the nature of the practice to be conducted at the premises to be leased.

13. At no time prior to the execution of the lease did Gail Frances advise plaintiff, or its leasing agent (Nelson Riddle), that she was associated with other offices where abortions were performed and that many abortions would be performed on a regular basis at the subject premises.

14. At no time prior to the execution of the lease did Gail Frances advise plaintiff, or its leasing agent, of the picketing activities that could be expected because of the

many abortions performed at the abortion clinic now occupying the subject premises leased by the defendants.

15. Defendants Gail Frances and Jerome Collidge actually intended the premises to be used as an abortion clinic, and this was evidenced by defendants' immediate advertising in the C&P Telephone Yellow Pages under the heading of "clinic" emphasizing "abortion" and "abortion through 16 weeks" under the name of Cygma Health Center.

16. The defendants use the leased premises as an abortion clinic; however, the actual practice being conducted at the premises leased did not become known to plaintiff until the building was picketed by "pro-lifers" and anti-abortion protestors.

17. The picketing drew complaints from other tenants fearing potential physical or economic harm.

18. That, as a result of the regular performance of abortions at the leased premises, BAR Properties was unable to lease other suites in the BAR Building causing a substantial loss of income to the plaintiff because of the vacancies.

19. That plaintiff was ultimately forced to accept lower rents in order to lease the vacant suites.

20. That, due to the nature of the business being conducted at the leased premises, plaintiff could not

attract the mix of tenants it desired and was forced to settle for any tenant willing to occupy space in the same building with defendants.

21. That, due to the nature of the business being conducted at the leased premises, the fair market value of the entire BAR Building, located at 3750 University Boulevard West, Kensington, Maryland, has been substantially reduced. If the building were sold today, plaintiff would have to accept a "depressed" sales price.

COUNT I

(Fraud in the Inducement of Gail Frances)

22. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

23. That Defendant Gail Frances' representation to Joyce Garbarino that only an "occasional" abortion would be performed at the leased premises and similarly defendant's representation to Nelson Riddle that only an "emergency" abortion would be performed at the leased premises was false.

24. That Gail Frances knew or should have known at the time of the lease negotiations that she intended to operate an abortion clinic and to perform more than an "occasional" or "emergency" abortion.

25. Plaintiff agreed to execute the lease based on the assurances that abortions were not to be performed in the ordinary course of business at the subject premises rented by Defendants Gail Frances and Jerome Collidge.

26. That, had plaintiff been apprised of the truth of these defendants' intentions, namely, to operate an abortion clinic at the leased premises, no lease would have been executed between BAR Properties, Gail Frances and Jerome Collidge.

27. That as a direct and proximate cause of Defendant Gail Frances' fraud, plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT II

(Fraud in the Inducement of Jerome Collidge)

28. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

29. That Defendant Gail Frances acted on behalf of and represented Jerome Collidge during all negotiations concerning the leasing of property with plaintiff.

30. That Gail Frances' representation to Joyce Garbarino attributable to Defendant Jerome Collidge that only an "occasional" abortion would be performed at the leased premises and similarly Gail Frances' representation to Nelson Riddle, likewise attributable to Defendant Jerome Collidge that only an "emergency" abortion would be performed at the leased premises was false.

31. That Jerome Collidge knew or should have known at the time of the lease negotiations that an abortion clinic was to be housed at the leased premises where more than an "occasional" or "emergency" abortion would be performed.

32. Plaintiff agreed to execute the lease based on the assurances that abortions were not to be performed in the ordinary course of business at the subject premises rented by Defendants Gail Frances and Jerome Collidge.

33. That had plaintiff been apprised of the truth of these defendants' intentions, namely, to operate an abortion clinic at the leased premises, no lease would have been executed between BAR Properties, Gail Frances and Jerome Collidge.

34. That as a direct and proximate cause of Defendant Jerome Collidge's fraud plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and

restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT III

(Negligent Misrepresentation of Gail Frances)

35. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

36. That Gail Frances' representation to Joyce Garbarino that only an "occasional" abortion would be performed at the leased premises and similarly her representation to Nelson Riddle that only an "emergency" abortion would be performed at the leased premises was false.

37. That Gail Frances knew or should have known at the time of the lease negotiations that she intended to operate an abortion clinic and to perform more than an "occasional" or "emergency" abortion.

38. Plaintiff agreed to execute the lease based on the assurances that abortions were not to be performed in the ordinary course of the business at the subject premises rented by defendants.

39. That, had plaintiff been apprised of the truth of Gail Frances' intentions, i.e., to operate an abortion clinic at the premises, no lease would have been executed between BAR Properties and Gail Frances.

40. That Defendant Gail Frances negligently informed Joyce Garbarino that an "occasional" abortion would be performed at the leased premises and similarly negligently represented to Nelson Riddle that only an "emergency" abortion would be performed at the leased premises.

41. That due to the relationship between the parties while negotiating the lease, Gail Frances owed a duty to plaintiff to relate the true nature of her business.

42. That Defendant Gail Frances breached her duty to plaintiff by failing to reveal the true number of abortions to be performed at the leased premises.

43. As a direct and proximate cause of Gail Frances' negligence, plaintiff has been damaged as more fully set forth in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT IV

(Negligent Misrepresentation of Jerome Collidge)

44. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

45. That Defendant Gail Frances acted on behalf and represented Jerome Collidge during all negotiations concerning the leasing of property with plaintiff.

46. That Gail Frances' representation to Joyce Garbarino, attributable to Jerome Collidge, that only an "occasional" abortion would be performed at the leased premises and similarly Gail Frances' representation to Nelson Riddle, likewise attributable to Jerome Collidge, that only an "emergency" abortion would be performed at the leased premises was false.

47. That Jerome Collidge knew or should have known at the time of the lease negotiations that an abortion clinic was to be housed at the leased premises where more than an "occasional" or "emergency" abortion was to be performed.

48. Plaintiff agreed to execute the lease based on the assurances that abortions were not to be performed in the ordinary course of the business at the subject premises rented by Defendants Gail Frances and Jerome Collidge.

49. That, had plaintiff been apprised of the truth of defendants' intentions, i.e., to operate an abortion clinic at the premises, no lease would have been executed between BAR Properties, Gail Frances and Jerome Collidge.

50. That Defendant Gail Frances, on behalf of Jerome Collidge, negligently informed Joyce Garbarino that an "occasional" abortion would be performed at the leased premises and similarly negligently represented to Nelson Riddle, also on behalf of Jerome Collidge, that only an

"emergency" abortion would be performed at the leased premises.

51. That due to the relationship between the parties while negotiating the lease, Jerome Collidge, through his agent Gail Frances, owed a duty to plaintiff to relate the true nature of the business to be housed at the leased premises.

52. That Jerome Collidge breached his duty to plaintiff by failing to reveal the true number of abortions to be performed at the leased premises.

53. As a direct and proximate cause of Jerome Collidge's negligence, plaintiff has been damaged as more fully set forth in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT V

(Breach of Contract of Gail Frances)

54. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

55. That Paragraph 3 of the lease executed between BAR Properties, Gail Frances and Jerome Collidge states, in part, that "During the time hereof, the demised premises shall be used by the Lessee for Physicians Office."

56. That the term "Physicians Office" was inserted by plaintiff based on representations made by Defendant Gail Frances that only an "occasional" or "emergency" abortion was to be performed at the leased premises.

57. That all parties were aware that the term "Physicians Office" was intended to describe the business to occupy the BAR Building as described to plaintiff by Gail Frances.

58. That the term "Physicians Office" as contemplated by all parties excludes the operation of an abortion clinic and the regular performance of abortions.

59. That an abortion clinic, where abortions are regularly performed, has been and is currently operated at the subject premises leased by Jerome Collidge and Gail Frances.

60. That at least one-third of the business conducted at the subject leased premises is the performance of abortions.

61. In fact, Gail Frances operates an "abortion clinic" rather than a "Physicians Office" in violation of the use clause of the subject lease.

62. Gail Frances has materially breached Paragraph 3 of the lease by allowing an abortion clinic, where many abortions are regularly performed, in clear contrast and

distinction to a "Physicians Office" where only an "occasional" or "emergency" abortion would be performed.

63. That as a direct and proximate cause of Gail Frances' breach of contract, plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT VI

(Breach of Contract of Jerome Collidge)

64. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

65. That Paragraph 3 of the lease executed between BAR Properties, Gail Frances and Jerome Collidge stated, in part, that "During the time hereof, the demised premises shall be used by the Lessee for Physicians Office."

66. That the term "Physicians Office" was inserted by plaintiff based on representations made by Jerome Collidge, through his agent, Gail Frances, that only an "occasional" or "emergency" abortion was to be performed at the leased premises.

67. That all parties were aware that the term "Physicians Office" was intended to describe the business to

occupy the BAR Building as described to plaintiff by Gail Frances, the agent of Jerome Collidge.

68. That the term "Physicians Office" as contemplated by all parties excludes the operation of an abortion clinic and the regular performance of abortions.

69. That an abortion clinic, where abortions are regularly performed, is operated at the subject premises leased by Jerome Collidge and Gail Frances.

70. That at least one-third of the business conducted at the subject leased premises is the performance of abortions.

71. In fact, an "abortion clinic" rather than a "Physicians Office" in violation of the use clause of the subject lease is being operated at the premises leased by Jerome Collidge.

72. Jerome Collidge has materially breached Paragraph 3 of the lease by allowing an abortion clinic, where many abortions are regularly performed, in clear contrast and distinction to a "Physicians Office" where only an "occasional" or "emergency" abortion would be performed.

73. That as a direct and proximate cause of Jerome Collidge's breach of contract, plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and

restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT VII

(Breach of Contract of Gail Frances & Associates)

74. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

75. That Paragraph 3 of the lease executed between BAR Properties, Gail Frances and Jerome Collidge stated, in part, that "During the time hereof, the demised premises shall be used by the Lessee for Physicians Office."

76. That the term "Physicians Office" was inserted by plaintiff based on representations made by Gail Frances and Jerome Collidge that only an "occasional" or "emergency" abortion was to be performed at the leased premises.

77. That all parties were aware that the term "Physicians Office" was intended to describe the business to occupy the BAR Building as described to plaintiff by Gail Frances.

78. That the term "Physicians Office" as contemplated by all parties excludes the operation of an abortion clinic and the regular performance of abortions.

79. That Gail Frances & Associates is an abortion clinic where abortions are regularly performed at the subject premises leased by Defendants Gail Frances and Jerome Collidge.

80. That at least one-third of Gail Frances & Associates' business conducted at the subject premises leased to Gail Frances and Jerome Collidge is the performance of abortions.

81. In fact, Gail Frances & Associates operates an "abortion clinic" rather than a "Physicians Office" in violation of the use clause of the subject lease.

82. Gail Frances & Associates has materially breached Paragraph 3 of the lease by operating an abortion clinic, where many abortions are regularly performed, in clear contrast and distinction to a "Physicians Office" where only an "occasional" or "emergency" abortion would be performed.

83. That as a direct and proximate cause of Gail Frances & Associates' breach of contract, plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT VIII

(Breach of Contract of Cygma Health Center, Inc.)

84. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

85. That Paragraph 3 of the lease executed between BAR Properties, Gail Frances and Jerome Collidge stated, in part, that "During the time hereof, the demised premises shall be used by the Lessee for Physicians Office."

86. That the term "Physicians Office" was inserted by plaintiff based on representations made by Gail Frances that only an "occasional" or "emergency" abortion was to be performed at the leased premises.

87. That all parties were aware that the term "Physicians Office" was intended to describe the business to occupy the BAR Building as described to plaintiff by Gail Frances.

88. That the term "Physicians Office" as contemplated by all parties excludes the operation of an abortion clinic and the regular performance of abortions.

89. That Cygma Health Center, Inc. operates an abortion clinic where abortions are regularly performed at the subject premises leased by Gail Frances and Jerome Collidge.

90. That at least one-third of the business of Cygma Health Center, Inc. conducted at the subject premises leased to Defendants Gail Frances and Jerome Collidge is the performance of abortions.

91. In fact, Cygma Health Center, Inc. is an "abortion clinic" rather than a "Physicians Office" in violation of the use clause of the subject lease.

92. Cygma Health Center, Inc. has materially breached Paragraph 3 of the lease by operating an abortion clinic, where many abortions are regularly performed, in clear contrast and distinction to a "Physicians Office" where only an "occasional" or "emergency" abortion would be performed.

93. That, as a direct and proximate cause of the breach of contract of Cygma Health Center, Inc., plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT IX

(Breach of Contract of Gail Frances for Illegally Assigning the Lease)

94. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

95. That Gail Frances, in her individual capacity, executed a lease for the third floor of the BAR Building.

96. That Paragraph 13 of said lease prohibits both subletting and assigning the leased property without the written consent of the lessor.

97. That Gail Frances assigned the lease, contrary to the protests of the lessor, to Cygma Health Center, Inc.

98. Such assignment was accomplished without the consent of the lessor.

99. That as a direct and proximate cause of Gail Frances' breach of contract plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT X

(Breach of Contract of Jerome Collidge
for Illegally Assigning the Lease)

100. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

101. That Jerome Collidge, in his individual capacity, executed a lease for the third floor of the BAR Building.

102. That Paragraph 13 of said lease prohibits both subletting and assigning the leased property without the consent of the lessor.

103. That Jerome Collidge assigned the lease, contrary to the protests of the lessor, to Cygma Health Center, Inc.

104. Such assignment was accomplished without the consent of the lessor.

105. That as a direct and proximate cause of Gail Frances' breach of contract plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT XI

(Breach of Contract of Cygma Health Center, Inc. being an Illegal Assignee)

106. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

107. That Gail Frances and Jerome Collidge, in their individual capacities, executed a lease for the third floor of the BAR Building.

108. That Paragraph 13 of said lease prohibits both subletting and assigning the leased property without the consent of the lessor.

109. That Gail Frances and Jerome Collidge assigned the lease, contrary to the protests of the lessor, to Cygma Health Center, Inc.

110. That Cygma Health Center, Inc. knew or should have known that the assignment was illegal.

111. Such assignment was accomplished without the consent of the lessor.

112. That as a direct and proximate cause of the breach of contract of Cygma Health Center, Inc., plaintiff has been damaged as more fully stated in Paragraphs 18 through 21.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT XII

(Nuisance of Gail Frances)

113. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

114. That the operation of an abortion clinic and the regular performance of abortions at the leased premises leased by Gail Frances invited protestors who continuously picketed the BAR Building.

115. That the nuisance accompanying Gail Frances' use of the leased premises discouraged prospective tenants from executing a lease with BAR Properties.

116. That the nuisance accompanying Gail Frances' use of the lease premises interfered with other tenants' rights of quiet enjoyment of their property.

117. That the nuisance accompanying Gail Frances' use of the leased premises forced plaintiff to lower its rents in order to compensate for the nuisance created by Gail Frances.

118. That the threat of present and future picketing continues so long as Gail Frances allows the operation of an abortion clinic and the regular performance of abortions at the leased premises.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT XIII

(Nuisance of Jerome Collidge)

119. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

120. That the operation of an abortion clinic and the regular performance of abortions at the leased premises leased by Jerome Collidge invited protestors who continuously picketed the BAR Building.

121. That the nuisance accompanying Jerome Collidge's use of the leased premises discouraged prospective tenants from executing a lease with BAR Properties.

122. That the nuisance accompanying Jerome Collidge's use of the lease premises interfered with other tenants' rights of quiet enjoyment of their property.

123. That the nuisance accompanying Jerome Collidge's use of the leased premises forced plaintiff to lower its

rents in order to compensate for the nuisance created by defendant.

124. That the threat of present and future picketing continues so long as Jerome Collidge allows the operation of an abortion clinic and the regular performance of abortions at the leased premises.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT XIV

(Nuisance of Gail Frances & Associates)

125. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

126. That the operation of an abortion clinic and the regular performance of abortions at the leased premises by Gail Frances & Associates invited protestors who continuously picketed the BAR Building.

127. That the nuisance accompanying Gail Frances & Associates' use of the leased premises discouraged prospective tenants from executing a lease with BAR Properties.

128. That the nuisance accompanying Gail Frances & Associates' use of the lease premises interfered with other tenants' rights of quiet enjoyment of their property.

129. That the nuisance accompanying Gail Frances & Associates' use of the leased premises forced plaintiff to lower its rents in order to compensate for the nuisance created by defendant.

130. That the threat of present and future picketing continues so long as Gail Frances & Associates operates an abortion clinic and regularly performs abortions at the leased premises.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

COUNT XV

(Nuisance of Cygma Health Center, Inc.)

131. The facts and allegations contained in Paragraphs 1 through 21 are incorporated by reference into this Count.

132. That the operation of an abortion clinic and the regular performance of abortions at the leased premises by Cygma Health Center, Inc. invited protestors who continuously picketed the BAR Building.

133. That the nuisance accompanying Cygma Health Center, Inc.'s use of the leased premises discouraged prospective tenants from executing a lease with BAR Properties.

134. That the nuisance accompanying Cygma Health Center, Inc.'s use of the lease premises interfered with other tenants' rights of quiet enjoyment of their property.

135. That the nuisance accompanying Cygma Health Center, Inc.'s use of the leased premises forced plaintiff to lower its rents in order to compensate for the nuisance created by Cygma Health Center, Inc.

136. That the threat of present and future picketing continues so long as Cygma Health Center, Inc. operates an abortion clinic and regularly performs abortions at the leased premises.

WHEREFORE, plaintiff, BAR Properties, requests this Honorable Court to declare the contract rescinded and restore the parties to the status quo and/or damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).

HEISE JORGENSEN & STEFANELLI P.A.

By


John I. Heise, Jr.

By


Richard F. Stefanelli

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IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

BAR PROPERTIES.)
)
 Plaintiff)
)
 v.)
)
 GAIL FRANCES, et al.)
)
 Defendants/)
 Counter Plaintiffs)

Civil No. 44685

LINE

Dear Madame Clerk:

Please mark this matter as dismissed with prejudice as to all claims and counterclaims which were made or could have been made in this action. Each of the parties is to bear its, his or her own costs.

Respectfully submitted,

Richard F. Stefanelli

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[Handwritten Signature]

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1990 DEC 27 AM 8:00
FILED
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MONTGOMERY CO. MD.

