

BANK OF AMERICA, N.A.
100 N. Tryon Street
Charlotte, NC 28255-0001,

Plaintiff,

v.

ST. JOSEPH'S SECONDARY SCHOOL
ALUMNAE ASSOCIATION
MID-ATTLANTIC, INC. *f/k/a St. Joseph's*
f/k/a St. Joseph's Secondary School Alumni
Asspciation [SIC], Inc.
7614 Erica Lane
Laurel, Maryland 20707

SERVE ON:
Jeannette Robinson-Chaytor
4503 Forsyth Court
Upper Marlboro, MD 20772

and

ELIZABETH HOMER
12411 Sadler Lane
Bowie, MD 20715

and

MARILYN OTTO
9617 Overton Drive
Laurel, MD 20723

and

MOLLINETTE DAVIS
10011 Greenbelt Rd., Apt. 102
Lanham, MD 20706-2232,

Defendants.

*** IN THE**
*** CIRCUIT COURT**
*** FOR**
*** PRINCE GEORGE'S COUNTY,**
*** MARYLAND**
*** C-16-CV-23-001198 AG**
*** Civil No. _____**

*** * * * ***

COMPLAINT FOR INTERPLEADER

Plaintiff and Stakeholder, Bank of America, N.A. (“BOA”), by its undersigned counsel and pursuant to Maryland Rule 2-221, files this Complaint for Interpleader against Defendants, St. Joseph’s Secondary School Alumnae Association Mid-Atlantic, inc. [SIC] (“SJSS”)¹; Elizabeth Homer, individually and in her capacity as an agent for SJSS; Marilyn Otto, individually and in her capacity as an agent for SJSS; and Mollinette Davis, individually and in her capacity as an agent for SJSS, (collectively, the “Defendants”).

BOA seeks an Order of Interpleader permitting BOA to deposit the proceeds of a certain account into the Registry of the Court, in support thereof, states:

PARTIES

1. Plaintiff BOA is foreign corporation organized and existing under the laws of the State of Delaware. BOA’s main headquarters are located in Charlotte, North Carolina. BOA has offices throughout the State of Maryland, but with regard to the accounts at issue, the involved BOA branch is referred to as the Hanover Parkway Branch, 7595 Ora Glen Drive, Greenbelt, Maryland, situated in Prince George’s County, Maryland.

2. Defendant St. Joseph’s Secondary School Alumnae Association Mid-Atlantic, Inc. is a Maryland corporation with its principal office at 7614 Erica Lane, Laurel, Maryland 20707. St. Joseph’s Secondary School Alumnae Association Mid-Atlantic, Inc. filed Articles of Amendment reflecting a name change from St. Joseph’s Secondary School Alumni Association Inc. on July 7, 2022.

3. Upon information and belief, Defendant Elizabeth Homer is a resident of the State of Maryland with a last known address of 12411 Sadler Lane, Bowie, Maryland 20715, located

¹ Per SDAT public records, SJSS formally changed its name on June 8, 2022 from “St. Joseph’s Secondary School Alumni Asspciation, Inc.” by an Articles of Amendment filing dated July 7, 2022. Also note that the official records reflect the spelling of Inc. as “inc”, which we believe to be a typographical error.

in Prince George's County. At certain times relevant to this dispute, Ms. Homer has represented herself as the President of SJSS.

4. Upon information and belief, Defendant Marilyn Otto is a resident of the State of Maryland with the last known address of 9617 Overton Drive, Laurel, Maryland 20723, located in Howard County. At certain times relevant to this dispute, Ms. Otto has represented herself as the Treasurer of SJSS.

5. Upon information and belief, Defendant Mollinette Davis is a resident of the State of Maryland. Her last known address is 10011 Greenbelt Rd., Apt. 102, Lanham, MD 20706-2232. At certain times relevant to this dispute, Ms. Davis represented herself to be the Director of the Board of Directors for SJSS.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to Sections 1-501 and 6-102 of the Courts & Judicial Proceedings Article of the Maryland Annotated Code.

7. This Court has personal jurisdiction over the Defendants pursuant to Section 6-103(b) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland because the cause of action arose out of events in Prince George's County, Maryland.

8. Venue is proper in this Court pursuant to Section 6-201(b) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland as there are multiple defendants and the cause of action arose out of events in Prince George's County. Specifically, the assets in question originate from a BOA branch located in Prince George's County, and the Defendants' efforts to alter account access on behalf of SJSS occurred in Prince George's County.

FACTS

9. On February 20, 2021, Ms. Homer, Ms. Otto, and Ms. Davis each presented and identified themselves at the BOA Hanover Parkway Branch (7595 Ora Glen Drive, Greenbelt, Maryland), as an “Authorized Person” with the right to engage in on behalf of the non-profit entity SJSS with regard to two accounts: Account #XXXX-XXXX-XXXX (“Account #1”) and Account #XXXX-XXXX-XXXX (“Account #2”).

10. During that visit at the BOA Hanover Parkway Branch, Ms. Homer, Ms. Otto, and Ms. Davis each executed a Business Signature Card with regard to SJSS Account #1, and another Business Signature Card for SJSS Account #2. On each Card, Ms. Homer signed as “President” of SJSS, Ms. Otto signed as “Treasurer” of SJSS, and Ms. Davis signed as “Asst Social Secretary” of SJSS:

Printed Name	Title (if applicable)	Signature	Date
ELIZABETH S HOMER	PRESIDENT	<i>Elizabeth Homer</i>	2/20/21
MOLLINETTE DAVIS	ASST SOCIAL SECRETARY	<i>M Davis</i>	2/20/21
MARILYN OTTO	TREASURER	<i>Marilyn Otto</i>	2/20/21

Account #1

Printed Name	Title (if applicable)	Signature	Date
ELIZABETH S HOMER	PRESIDENT	<i>Elizabeth Homer</i>	2/20/21
MARILYN OTTO	TREASURER	<i>Marilyn Otto</i>	2/20/21
MOLLINETTE DAVIS	ASST SOCIAL SECRETARY	<i>M Davis</i>	2/20/21

Account #2

11. Over ten months later, on December 4, 2021, Ms. Davis presented to the BOA Laurel Center Branch (344 Montrose Avenue, Laurel, Maryland), by herself, and executed a Business Signature Card with regard to Account #1. Ms. Davis signed the Card as the “Social Secretary” of SJSS:

Printed Name	Title (if applicable)	Signature	Date
MOLLINETTE DAVIS	Social Secretary	<i>Mollinette Davis</i>	12/4/21

Account #1

12. Upon information and belief, while at the BOA Laurel Center Branch, Ms. Davis also executed a BOA “Business resolution or Authorization for Opening and Maintaining Banking Relationship” form concerning SJSS Account #1. The form, signed by Ms. Davis, represented Ms. Davis as the sole “Authorized Person” with whom BOA was authorized to conduct affairs on SJSS’s behalf. In effect, Ms. Homer and Ms. Otto were removed as individuals authorized to access the SJSS account.

13. Two days later, on December 6, 2021, Ms. Homer and Ms. Otto submitted to the BOA Hanover Parkway Branch newly executed Signature Card for Account #1. The signature card reflected execution on November 29, 2021, although a notary attestation states the Signature Cards were signed on December 6, 2021.

Printed Name	Title (if applicable)	Signature	Date
ELIZABETH S HOMER	PRESIDENT	<i>Elizabeth Homer</i>	11/29/21
MARILYN OTTO	TREASURER	<i>Marilyn Otto</i>	11/29/21

Account #1

14. Ms. Homer and Ms. Otto also provided a BOA “Business resolution or Authorization for Opening and Maintaining Banking Relationship” form concerning Account #1 granting Ms. Homer and Ms. Otto sole access to the account. In effect, Ms. Davis was not present, did not sign either form, and was effectively removed from account access.

15. On December 6, 2021, BOA received a letter from Ms. Homer and Ms. Otto stating that they were the only two authorized trustees with regard to Account #1 and Account #2.

16. Due to the irregular account activity, and the three individuals claiming exclusive access to the SJSS Accounts, on December 9, 2021, BOA sent letters to Ms. Homer, Ms. Otto, and Ms. Davis. The letters notified each that due to a dispute as to the ownership of the SJSS Accounts, BOA had exercised its right to freeze the Accounts until receipt of a written notarized agreement from SJSS as to how to proceed with the Accounts, or until receipt of a court order. BOA also notified the parties that if they were unable to come to an agreement, BOA would file an interpleader action and seek legal fees and costs related to that filing.

17. Since that time, through respective counsel, Ms. Homer, Ms. Otto, and Ms. Davis appear to have attempted to resolve the dispute as to the proper authorized individuals for the SJSS Accounts #1 and #2. On multiple occasions, BOA has sought the status of any resolution, again disclosing that if BOA needed to seek court intervention, it would also seek associated legal fees.

18. It has been over a year, and the Defendants failed to come to an agreement as to the proper disposition of the SJSS Accounts.

19. Accounts #1 and #2 remain frozen pursuant to the agreement SJSS entered into when the accounts were opened, called the *BOA Deposit Agreement and Disclosures* (pp 51-53):

Conflicting Demands and Disputes

We are not required to make payment from an account to a signer, a payee, a beneficiary of a trust account or Payable on Death (POD) account, or to any other person claiming an interest in any funds in the account: ...

- If we are otherwise uncertain as to who is entitled to the account funds. ...

You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account. ...

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze some or all of the funds in the account and in other accounts you maintain with us, and/or delay transactions, without any liability to you, until such time as we are able to complete our investigation of the account and transactions.

20. The total amount at issue in the two subject accounts (Accounts #1 and #2) is Fifty-Three Thousand Seven Hundred Forty-Four Dollars and Forty-Seven Cents (\$53,744.47).

21. Due to the inability of SJSS to provide to BOA clear and uncontroverted instructions as to the proper Authorized Person, the Defendants have claims or potential claims to the Accounts that are hostile, conflicting, and mutually exclusive.

22. In accordance with Maryland Rule 2-221(b)(5) (2023), BOA is an impartial stakeholder having no further interest or concern in the instant controversies, claims, or contentions with respect to the Accounts, and therefore requests discharge from further liability with respect to the Accounts upon this Court's Order for deposit of the subject property.

23. In accordance with Maryland Rule 20221(b)(6) (2023), BOA having granted the Defendants over a year to try and resolve the matter amongst themselves, and having brought this action in good faith as an impartial stakeholder, seeks costs and reasonable attorney's fees from the property.

WHEREFORE, BOA respectfully requests that this Court:

A. Order BOA to deposit the proceeds of both Account #1 and Account #2 (the "Proceeds") into the Registry of the Court until this matter is finally resolved;

B. Upon deposit of the Proceeds, discharge BOA from further liability with respect to the Proceeds;

C. Enjoin all parties related to this matter from pursuing any future proceedings against BOA with regard to the Proceeds;

D. Award BOA legal fees and costs from the Proceeds related to this filing; and

E. Such other and further relief as the Court may deem proper.

Dated: March 13, 2023

Respectfully submitted,

/s/ Jennifer J. Coyne

Jennifer J. Coyne (AIS No. 981215014)

MILES & STOCKBRIDGE P.C.

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Attorneys for Plaintiff, Bank of America, N.A.

BANK OF AMERICA, N.A.

* **IN THE**

Plaintiff,

* **CIRCUIT COURT**

v.

* **FOR**

**ST. JOSEPH'S SECONDARY SCHOOL
ALUMNAE ASSOCIATION
MID-ATLANTIC, INC., et al.**

* **PRINCE GEORGE'S COUNTY**

* **MARYLAND**

C-16-CV-23-001198

Defendants.

* **Civil No.:** _____

* * * * *

ORDER

The Complaint for Interpleader filed by Bank of America ("BOA"), and any opposition thereto, having been read and considered, it is this ____ day of _____ 2023 by the Circuit Court for Prince George's County, Maryland hereby:

ORDERED that a cause for interpleader does exist with regard to proceeds in the amount of Fifty-Three Thousand Seven Hundred Forty-Four Dollars and Forty-Seven Cents (\$53,744.47) (the "Proceeds"); and it is further;

ORDERED that BOA's legal fees and cost of preparing this filing shall be deducted from the Proceeds in the total amount of \$ _____; and it is further

ORDREED that within ten days of the date of this Order, BOA shall deposit the balance remaining after payment of legal fees from the Proceeds into the Registry of the Court;

ORDERED that BOA be, and hereby is, discharged from further liability with respect to the Proceeds upon deposit of the funds with the Court; and it is further

ORDERED that all parties to this matter be, and hereby are, enjoined from pursuing any future proceedings against BOA other than the proceedings related to the Proceeds and/or the instant Complaint for Interpleader.

Judge, Circuit Court for Prince George's County