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FA LAW

Celebrating our 27th year in 2001

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Warning To Columbia Residents! Lawyer's Bill—\$5,500

Several weeks ago, a former client came to our offices with a bill from the Washington D.C. law firm of Piper & Marbury for approximately \$5,500.

The former client had a dispute with his covenant adviser concerning wood stored on his premises and other materials that the covenant adviser considered an eyesore. The covenant adviser notified the Columbia resident in writing several times to correct the alleged covenant violation. At least two visits occurred between the covenant adviser and the Columbia resident. The covenant adviser did not obtain the resolution that was sought and a lawsuit was filed. The Columbia resident thought he could handle his own defense. Unfortunately, a Circuit Court judge found against the Columbia resident. The lawyers at Piper & Marbury are now seeking attorney's fees of about \$5,500.

The Columbia Association, under the recorded covenants, has the right to enforce the covenants and the covenants

permit attorney's fees when enforcement through the court system becomes necessary. Many of us know that you can't paint your home a different color, put an addition on your home, remove mature trees, or change landscaping without approval of the local architectural committee. Upkeep of your residence requires periodic painting; maintenance; cutting of lawns; and not storing boats, trailers, or materials in areas where, in the view of the covenant advisers, they become eyesores.

Enforcement by covenant advisers may be on the increase because the community is growing older, leading to more complaints. As a result, there is a need to enforce the covenants; otherwise, the Columbia Association legally may be viewed as having ABANDONED the covenants or, in a particular situation, a resident may attempt to argue that the Columbia Association acted, through its covenant adviser, discriminatorily.

Upon the sale of a residence, realtors have obtained a certificate of covenant compli-

ance in order to prevent a buyer from going against the seller for selling a home not in compliance with the covenants. Sellers are being required to obtain covenant compliance of their homes. A seller may not be aware that a previous owner of their house never obtained approval for an addition, change of paint color, or some other violation.

My general advice to Columbia residents is to take violation notices seriously and resolve issues. Send a confirmatory letter and keep detailed records of conversations. Pre- and post-photographs are important if the covenant adviser confuses your violation with that of another resident. If you cannot work out the issue with a covenant adviser, contact his or her supervisor. If you still have a problem with the covenant, consider contacting our law firm-410-730-4404.

PERSONAL NOTE: On March 1, 2001, I was cited for violating the covenants by:

- permitting the stucco on my residence to discolor an area approximately 6' x 4'

- not replacing a 2"x2" fence slat; and
- keeping the blue recycle bin outside, partially blocked from view by a shrub. The recycle bin, I am told, needs to be stored inside.

I intend to remove the discolored stucco with a product called TSP and repaint the 6'x4' area. Cost of materials \$31 (TSP, paint, 2 brushes, and plastic drop cloth) The 2"x2" slat needs two nails; and the blue recycle bin I thought of camouflaging by painting it as the military does with brown, beige, green, and grey paint. In the meantime, I will store it for now.

I called the covenant staff person who returned my call within a couple of days. I requested an extension from the April 15, 2001, due date which was courteously extended to June 1.

Getting back to the Piper & Marbury bill of approximately \$5,500. A lawyer's bill requires that the fees be REASONABLE. Piper & Marbury's hourly rates are as low as \$95 for

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Columbia Residents

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paralegals and as high as \$425 for their more experienced lawyers. Most of the Columbia resident's bill was for the activity of paralegals. The Circuit Court judge will have to evaluate the bill as to its reasonableness. I personally think that \$5,500 to enforce the covenants is unreasonable and that \$1000-\$1500 would be considered reasonable.

Columbia Association has selected a prestigious and competent law firm whose fee structure is among the upper end of law firms. Columbia Association could probably obtain competitive bids on a flat fee rate of \$500 to \$750 per suit or less. There are many law firms in Columbia who would jump to the opportunity to earn an additional \$150,000 per year working on an estimated 200 covenant violations at \$750 per case. Certainly, that is more considerate of the residents than paying Piper & Marbury \$1,100,000. [My estimate is just that-an estimate. There may only be a dozen or less cases per year that go to court.]

I am going to send a copy of this article as a "Letter to the Editor" of the Columbia Flier and to Maggie Brown, Columbia Association President. Write President Brown with your comments. I am confident that she will welcome your thoughts and ideas. Her address is c/o Columbia Association, 10221 Wincopin Circle, Columbia, MD 21044.

Call us before making recorded or written statements



Shopping Tips

I visited Arundel Mills over the winter holidays and was not overly impressed. As a bargain hunter, I did not see many spectacular bargains there. Also, my home is so full of merchandise that I have no need for any more bed linens, neck ties, socks, candles, tablecloths, or fabric napkins. I have more than I can use in two lifetimes! I have tried to give away items but it is terribly difficult to decide what goes and what stays.

Here are a few examples of recent bargains I have found:

Ralph Lauren Factory Stores: I visited Franklin Mills, Virginia Commons (in Manassas, VA), Potomac Mills, and Lancaster. I got 26" x 26" all-cotton table napkins for \$1 each in the Greenbriar pattern—a beautiful gold, green, and maroon plaid. Also place mats for \$1 each. The retail price of the napkins is \$8 each and of the place mats, \$9 each. About 30 days later, I was in Lancaster at the Rockville Outlets and saw, in The Company Store, the matching tablecloths for a 26% reduction off retail. I bought two tablecloths, one 60"x108" and the other 60"x144", for approximately \$45, plus sales tax. The clerk, Brin (who is now on maternity leave), advised me to register on their mailing list. She made note that I purchased the Ralph Lauren Greenbriar tablecloth. About two weeks ago, she called me to say that The Company Store had reduced the Ralph Lauren Greenbriar tablecloths to 75% off their discounted price (remember, their discounted price was 26% off the retail price!). Here is how the price



broke down: \$25.99 was the price at 26% off retail; Subtracting an additional \$19.49 (75% of \$25.99) brought the price down to \$6.50 for a superb \$35 tablecloth! I bought three 60"x108" tablecloths and three 90" round tablecloths. The round cloths cost me \$4.75 each. I place them over two wooden tables and one over the buffet shelf. They look great and people compliment the look. Thanksgiving at my house was the best spread of linens. A former girlfriend advised me not to let guests know how little I paid; however, I have never followed her advice.

Bedclothes at a Bargain: Gabriels, a chain discount store offering great pricing similar to Valu City, has recently been selling Royal Sateen 310-thread per inch sheets and pillow cases. These sheets, it is rumored, were returned by either Saks Fifth Avenue or Bloomingdales. The discounted price of the queen-size flat or fitted sheets was \$7.99; the queen-size pillow cases, two to a package, were \$5.99. Their retail at Bloomingdale's would be \$145 for each sheet and \$60 dollars for the pair of pillowcases. The color I bought was close to a light gold. The Royal Sateen 310-count sheets are of the same quality as Charisma's 310 threads-per-inch which are sold for \$175 per sheet at

Macy's. Just think, if Macy's sold the Charisma \$175 sheet for 20% off, it would only cost you \$140!!!

Wines: Recently the Washington Post had a review of Chianti wines from Italy by Michael Franz, wine expert. I recommend you read and purchase their recommendations. If you are familiar with the brand name Ruffino as well as the Reserva Chianti (price-approximately \$20), it was ranked in the bottom one-third. I consider the Ruffino Reserva to be the best Chianti I have ever had (especially if you open it 2 hours before serving.) For \$2-\$4 more, you can purchase Michael Franz's recommendations which are great bargains.



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When Insurance Companies Say "No", What Does That Mean?

Having practiced some twenty-seven years, I have been told "NO" by insurance companies more times than I wish to admit. Here are a few examples of when insurance companies say "NO":

—A small minority of insurance companies have a successful "NO" policy because they find by saying "no", they avoid having to pay anything. Most people, when told "NO", don't challenge the carrier.

—A larger percentage of companies say "NO" because of a breakdown of communication.

Claimants simply don't describe their problems clearly according to policy terminology or the adjuster

doesn't understand the communication and therefore denies benefits.

—A number of companies have such restrictive language in their policies that few claimants would ever qualify to receive benefits and the company subjectively decides to pay benefits in an arbitrary manner.

—A number of companies truly have a bona fide reason to deny benefits.

For all of the above situations, it is generally beneficial to contact us at 410-730-4404 or the Insurance Commissioner for the State of Maryland, 525 St. Paul Place, Baltimore, MD 21202, to get them to say "YES".

Don't Get Caught Having Low "Underinsured Motorist Coverage"

We recently settled a lawsuit for \$100,000 against an **underinsured** motorist for one of our clients who was seriously injured. A \$100,000 settlement may seem like a great result. However, after paying medical bills and subtracting the costs of the lawsuit and attorney fees, the result was not as good as you would reasonably expect.

This case could have resulted in a much better financial settlement had our client had greater coverage (more uninsured/underinsured motorist coverage) with her own insurance carrier. Last quarter's newsletter illustrated how your uninsured motorist coverage protects

you against uninsured motorists, *underinsured* motorists, and unidentified drivers or phantom drivers who cause accidents. Had our client had \$200,000 in uninsured motorist's coverage on her automobile policy, she may have received as much as **another** \$100,000 in settlement proceeds from her insurance company. By taking the time to review your policy, especially with your insurance agent, you may find that you can obtain higher uninsured motorist coverage and pay for that added coverage by increasing your deductible, thereby avoiding an increase in your total premium. *Call us at 410-730-4404 or 301-596-1166 if you have a question.*

Do You Speak Twi?

Over the past ten years, many individuals have emigrated to this country from foreign lands. Communication between attorney and client is essential. Misunderstanding by either the attorney or the client may become a nightmare.

Our firm, over the years, has required that non-English speaking persons bring an approved or certified translator or interpreter to each meeting, telephone conversation, and court appearance. The Maryland Court of Appeals administers a certificate program of approximately one day to prepare, orient, and certify individuals seeking to serve as interpreters. The certificate process is to familiarize the interpreter with court procedure and does not certify the quality of their mastery of the interpretation from foreign language to English. Contact Mrs. Estoltz at 410-260-1290 for more information in this regard.

Recently we represented an individual before the Worker's Compensation Commission whose native language is Twi-pronounced "Chee". We checked with the Registry and were told that there are no certified interpreters of the African dialect Twi. Our client had a friend who was an able interpreter but was not "certified" and due to scheduling issues, was unable to become certified before the Worker's Compensation hearing date.

We asked the Employer/Insurer's attorney to stipulate that the interpreter was acceptable even though he was not certified. The attorney say "No" because our interpreter was a friend of the claimant/client. Also, by objecting, the attorney anticipated that we would not be

able to proceed with the hearing because we did not have a "certified" interpreter. My approach, which was successful, involved sending a detailed letter to the Worker's Compensation Commissioner showing that I had contacted five court administrators and the certifying agency for interpreters, listing the name and telephone number of each person I had contacted, followed by the fact that they did not have an interpreter in the Twi dialect on their registries.

This was followed up by a conference call with the Commissioner and the attorney who represented the Employer/Insurer. The Commissioner stated that he would listen carefully to be sure the interpreter was translating and not re-interpreting, embellishing, or assisting the claimant by providing his own opinions in order to benefit his friend. As a result of our efforts on behalf of our client, the Commissioner accepted our interpreter in Twi and we went forward with the hearing as scheduled.



FA LAW is published quarterly for clients and friends of The Law Offices of Fredric G. Antenberg, Chartered. We are here to answer your questions, so give us a call. (410) 730-4404

Remember, your initial consultation is free.

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Dear Rosanna Anna Danna,

I am dating a very wealthy young woman from Columbia, Maryland and she wants to marry me. She is not very pretty but she has a lot of money. She says she wants me to sign a pre-nuptial agreement. What is a pre-nuptial agreement?

Richard Felder,
Brooklyn, Maryland

Dear Mr. Felder:

A pre-nuptial agreement is an agreement that an engaged couple sign before they marry. The agreement defines how property is treated in the event of death or divorce.

Usually, a pre-nuptial agreement limits the rights of the parties to inherit upon death or restricts the rights to obtain property from the other in the event of divorce. The agreement may establish the future spouse's intent regarding issues such as having separate accounts, that titling property separately means at death the property goes to the decedent spouse's children and not to the surviving spouse. In the event of divorce, the property continues to be owned by the divorced spouse who owned the property before marriage or acquired it during the marriage.

Under Maryland law, the validity of the agreement requires meeting numerous standards and especially that a full financial disclosure be provided by each party. In the event one or both parties fail to provide a full disclosure, the pre-nuptial agreement may be invalidated. Also, if coercion, fraud, or other acts construed by a court to be patently unfair are involved, the court may invalidate the agreement.

My advice is not to marry this woman as you describe her as not being very pretty unless you are ugly yourself.

Sincerely,
Rosanna Anna Danna

Try It-You'll Like It!!

Last fall, I (Fred) was watching Good Morning America. Emeril, the well-known chef, was a special guest and on that day, he prepared the following recipe for ham and sweet potatoes. *Try it-you'll like it!*

Ingredients:

- 5 to 7 pounds bone-in ham
- 2 T. whole cloves
- 1 ½ cups dark molasses, divided
- 1 t. dried mustard
- ¼ t. ground allspice
- 6 to 8 small whole sweet potatoes
- 6 t. butter, plus ½ cup melted
- Basket of country biscuits
- Salt and pepper

Preparation:

Preheat the oven to 325 degrees. Trim the skin of the ham with a sharp knife. Score the ham by making long vertical and horizontal cuts. Stud the ham with the cloves and place it on a rack, in a shallow roasting pan. Cover the ham loosely with aluminum foil and back for 30 minutes. In a mixing bowl, whisk 1 cup of molasses, mustard, and allspice together. Remove the ham from the oven and brush the entire ham with the glaze. Place the ham back in the oven and continue baking for 1 ½ hours, basting every 15 minutes. With a fork, prick each sweet potato. Rub each sweet potato with the remaining molasses. Lay each sweet potato on a small piece of foil. Place a teaspoon of butter on top of each sweet potato. Wrap each sweet potato in the foil and place on a baking sheet. Bake the potatoes for about 1 hour or until the potatoes are tender. Remove the potatoes from the oven and discard the foil. Place the carved ham on a platter. Serve the ham with the sweet potatoes. Open the sweet potatoes and drizzle with melted butter and salt and pepper. Serve with biscuits.

[P.S. Fred prepared this recipe and gave me a "bite"-I can tell you, it is delicious!! Sharon]