

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

**CONNIE L. BUNN,**

**Debtor.**

**Case No. 18-10682-MMH  
(Chapter 7)**

**MARC H. BAER,  
CHAPTER 7 TRUSTEE,**

**Plaintiff,**

**Adversary No. 25-00218**

**v.**

**STAY SAIL PROPERTIES, LLC,**

**Defendant.**

\* \* \* \* \*

**TRUSTEE'S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT  
BY AND BETWEEN TRUSTEE AND DEFENDANT STAY SAIL PROPERTIES, LLC**

Marc H. Baer, the Chapter 7 trustee in the above-captioned bankruptcy case and the plaintiff in the above-captioned adversary proceeding (the "Trustee"), by his undersigned counsel, pursuant to Fed. R. Bankr. P. 9019, files this motion (the "Motion") seeking the approval of a settlement agreement by and between the Trustee and the defendant herein, Stay Sail Properties, LLC (the "Defendant"). In support of this Motion, the Trustee states as follows:

### **Background**

1. The debtor herein, Connie L. Bunn (the “Debtor”), commenced the above-captioned case (the “Bankruptcy Case”) by filing a petition under chapter 13 of the Bankruptcy Code on January 27, 2018 (the “Petition Date”).

2. The Bankruptcy Case was converted to one under chapter 7 on September 12, 2018. The Debtor’s meeting of creditors with her chapter 7 trustee at the time was continued to, held, and concluded on November 29, 2018 (the “Meeting of Creditors”). The Debtor later received her discharge on January 23, 2019, and the Bankruptcy Case was closed on March 15, 2019.

3. On November 26, 2024, the Bankruptcy Court, at the request of the Office of the United States Trustee, entered an order reopening the Bankruptcy Case so that the undisclosed asset discussed herein may be administered as an asset of the Debtor’s bankruptcy estate.

4. The Trustee was thereafter appointed to serve as the trustee in the Bankruptcy Case. The Trustee has accepted his appointment, has qualified and is acting in that capacity.

### **The Controversy**

5. The Debtor’s Schedule A disclosed only her undivided, fee simple interest in that real property commonly known as 2414 Suncrest Road, Sparrows Point, Maryland 21219 (the “Debtor’s Residence”). The Debtor did not disclose her then undivided, fee simple interest in that real property commonly known as 2417 Ketchum Avenue, Sparrows Point, Maryland 21219, which was titled under the Debtor’s previous name Connie Lee Long (the “Undisclosed Property”).

6. The only documents provided to the previous chapter 7 trustee relating to the Debtor’s interests in real property were those relating to the Debtor’s Residence. No documents

reflecting the Debtor's interest in the Undisclosed Property were provided to the previous chapter 7 trustee.

7. Not being told of, and, therefore, having no knowledge of the Debtor's undivided, fee simple interest in the Undisclosed Property, the previous chapter 7 trustee filed a report of no distribution after and on the date of the Meeting of Creditors. The Debtor later received her discharge on January 23, 2019, and the Bankruptcy Case was closed on March 15, 2019

8. Approximately two months after the closing of the Bankruptcy Case, by that deed dated May 30, 2019, and recorded among the Land Records of Baltimore County, Maryland in book 41474, page 227 (the "Deed"), the Debtor transferred her undivided, fee simple interest in the Undisclosed Property to the Defendant for \$100,000.00 (the "Transfer").

9. The Debtor never informed the previous chapter 7 trustee of her sale of the Undisclosed Property, and the Defendant had no knowledge of the Bankruptcy Case at the time of the Transfer.

10. To protect its interest in the Property, the Defendant has paid real property taxes, utility bills and other charges secured by the Property in excess of \$11,000.00 (the "Taxes") since purchasing the Undisclosed Property from the Debtor.

11. On November 26, 2024, this Court, at the request of the Office of the United States Trustee, entered an order reopening the Bankruptcy Case so that the Undisclosed Property may be administered as an asset of the Debtor's bankruptcy estate, and the Trustee was thereafter appointed to serve as trustee in the Bankruptcy Case.

12. Against this background, the Trustee filed his Complaint for Declaratory Judgment against the Defendant (the "Complaint"), thereby commencing the above-captioned adversary proceeding (the "Adversary Proceeding") wherein he seeks the entry of a judgment declaring that

the Transfer was a violation of the automatic stay of 11 U.S.C. § 362(a)(3) and is therefore null and void and of no effect (the “Trustee’s Claim”).

13. The Defendant has filed an answer to the Complaint asserting defenses to the Trustee’s Claim (the “Answer”). The Answer also asserted a counterclaim wherein the Defendant seeks entry of a judgment declaring that it is equitably subrogated to a first priority lien in an amount in excess of \$11,000.00, by virtue of its payment of the Taxes (the “Defendant’s Counterclaim”).

14. The Trustee has filed an answer asserting defenses to the Counterclaim.

### **The Settlement**

15. The Defendant and the Trustee have reached a resolution of the Trustee’s Claim, the terms of which are more fully set forth in a settlement agreement by and between the parties dated November 14, 2025 (the “Settlement Agreement”). A copy of the Settlement Agreement is attached hereto as ***Exhibit A***.

16. As more fully set forth in the Settlement Agreement, the Defendant has agreed to pay the Trustee \$89,000.00 (the “Settlement Payment”). The Settlement Agreement also provides for releases, contingent upon the clearing of the Settlement Payment and entry of an order by the Bankruptcy Court approving the Settlement Agreement.

### **Standard**

17. Pursuant to Fed. R. Bankr. P. 9019, courts may approve a compromise or settlement after notice and a hearing.

18. “It is well established that a bankruptcy court’s approval of a settlement . . . is within its sound discretion.” *St. Paul Fire & Marine Ins. Co. v. Vaughn*, 779 F.2d 1003, 1010 (4<sup>th</sup> Cir. 1985). “Objection [to a proposed settlement] is not fatal to such a settlement if ‘[it] is found to be

in the best interests of the estate as a whole.”” *Id.* (quoting *In re Flight Transp. Corp. Securities Litigation*, 730 F.2d 1128, 1138 (8<sup>th</sup> Cir. 1984)). *See also, Rahman v. Oncology Associates, P.C.*, 269 B.R. 139, 150 (D. Md. 2001) (“[T]he essential inquiry which this Court must make in this particular case is to determine whether the compromise reached by the parties is ‘fair and equitable’ and in the best interests of the estate.”); *In re Smith*, 210 B.R. 689, 692 (Bankr. D. Md. 1997) (“[I]t is also the obligation of a bankruptcy court to review independently a proposed compromise to determine whether it is fair and equitable and in the best interests of the bankruptcy estate.”).

19. When determining whether a particular settlement is “in the best interests of the estate,” a court must consider the following factors: (a) the probability of success in litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved (including the expense, inconvenience and delay necessarily attending the litigation); and (d) the paramount interest of the creditors and a proper deference to their reasonable views. *Rahman v. Oncology Associates, P.C.*, 269 B.R. at 149.

### Argument

20. The Trustee believes that the Settlement Agreement is in the best interest of the bankruptcy estate. As state above, the Defendant has asserted defenses to and denied any liability on the Trustee’s Claim. Taking into consideration the defenses of the Defendant, the probability of success in litigation, as well as the cost of litigation, the Trustee believes that the Settlement Agreement is in the best interests of the bankruptcy estate.

21. The Settlement Agreement is also in the best interests of the estate because it provides funds for payment to the Debtor’s creditors (\$89,000.00).

22. As required by Local Bankruptcy Rule 9013-2, the Trustee hereby states that no memorandum will be filed and that she will rely solely upon this Motion.

WHEREFORE, for the foregoing reasons, Marc H. Baer, the Trustee, respectfully requests the following relief:

- A. That the Court enter an order approving the Settlement Agreement by and between the Trustee and the Defendant; and
- B. That the Court grant the Trustee such other and further relief as is just and equitable.

/s/ Craig B. Leavers

Craig B. Leavers, Bar No. 26914  
The Law Offices of Craig B. Leavers, LLC  
P.O. Box 306  
Cockeysville, Maryland 21030  
Phone: (443) 318-4526  
Craig@LeaversLaw.com

*Attorney for Marc H. Baer, Trustee*

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 18<sup>th</sup> day of November, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

M. Elizabeth Nowinski, Esq.  
Fidelity National Law Group  
915 Meeting Street, No. 1010  
North Bethesda, MD 20852

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee  
ATTN: Hugh M. Bernstein, Esq.  
101 West Lombard Street, Suite 2625  
Baltimore, Maryland 21201

Stay Sail Properties, LLC  
c/o Calvin J. Schoeberlein,  
Resident Agent  
2421 Ketchum Avenue  
Sparrows Point, Maryland 21219

Douglas Robert Gorius  
511B Eastern Blvd.  
Baltimore, Maryland 21221  
*(Bankruptcy Counsel for Debtor)*

Connie L. Bunn  
2414 Suncrest Road  
Sparrows Point, Maryland 21219  
*(Debtor)*

/s/ Craig B. Leavers  
Craig B. Leavers

## EXHIBIT A

**SETTLEMENT AGREEMENT**

This Agreement is made this 14 day of <sup>November</sup> ~~October~~, 2025, by and between **MARC H. BAER, CHAPTER 7 TRUSTEE FOR THE ESTATE OF CONNIE L. BUNN** (the "Trustee"), and **STAY SAIL PROPERTIES, LLC** (the "Defendant") (collectively, the "Parties").

**WHEREAS**, on January 27, 2018 (the "Petition Date"), Connie L. Bunn (the "Debtor") filed a petition under chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland (the "Bankruptcy Court"), thereby commencing that bankruptcy case styled *In re Connie L. Bunn*, Case No. 18-10682-MMH (the "Bankruptcy Case");

**WHEREAS**, the Bankruptcy Case was converted to one under chapter 7 on September 12, 2018. The Debtor's meeting of creditors with her chapter 7 trustee at the time was continued to, held, and concluded on November 29, 2018 (the "Meeting of Creditors");

**WHEREAS**, the Debtor's Schedule A disclosed only her undivided, fee simple interest in that real property commonly known as 2414 Suncrest Road, Sparrows Point, Maryland 21219 (the "Debtor's Residence"). The Debtor did not disclose her then undivided, fee simple interest in that real property commonly known as 2417 Ketchum Avenue, Sparrows Point, Maryland 21219 (the "Undisclosed Property"), which was titled under the Debtor's previous name Connie Lee Long;

**WHEREAS**, the only documents provided to the previous chapter 7 trustee relating to the Debtor's interests in real property were those relating to the Debtor's Residence. No documents reflecting the Debtor's interest in the Undisclosed Property were provided to the previous chapter 7 trustee;

**WHEREAS**, not being told of, and, therefore, having no knowledge of the Debtor's undivided, fee simple interest in the Undisclosed Property, the previous chapter 7 trustee filed a report of no distribution after and on the date of the Meeting of Creditors. The Debtor later

received her discharge on January 23, 2019, and the Bankruptcy Case was closed on March 15, 2019;

**WHEREAS**, approximately two months after the closing of the Bankruptcy Case, by that deed dated May 30, 2019, and recorded among the Land Records of Baltimore County, Maryland in book 41474, page 227 (the “Deed”), the Debtor transferred her undivided, fee simple interest in the Undisclosed Property to the Defendant for \$100,000.00 (the “Transfer”);

**WHEREAS**, the Debtor never informed the previous chapter 7 trustee of her sale of the Undisclosed Property;

**WHEREAS**, the Defendant had no knowledge of the Bankruptcy Case at the time of the Transfer;

**WHEREAS**, to protect its interest in the Property, the Defendant has paid real property taxes, utility bills and other charges secured by the Property in excess of \$11,000.00 (the “Taxes”) since purchasing the Debtor’s interest in the Property from Long;

**WHEREAS**, on November 26, 2024, this Court, at the request of the Office of the United States Trustee, entered an order reopening the Bankruptcy Case so that the Undisclosed Property may be administered as an asset of the Debtor’s bankruptcy estate;

**WHEREAS**, the Trustee was thereafter appointed to serve as trustee in the Bankruptcy Case;

**WHEREAS**, against this background, the Trustee filed his Complaint for Declaratory Judgment against the Defendant (the “Complaint”), thereby commencing that adversary proceeding styled *March H. Baer, Chapter 7 Trustee v. Stay Sail Properties, LLC*, Adv. Pro No 25-00218 (the “Adversary Proceeding”) wherein he seeks the entry of a judgment declaring that

the Transfer was a violation of the automatic stay of 11 U.S.C. § 362(a)(3) and is therefore null and void and of no effect (the “Trustee’s Claim”);

**WHEREAS**, after commencing the Adversary Proceeding, the Trustee filed a Notice of Lis Pendens with the Land Records of Baltimore County (the “Lis Pendens”);

**WHEREAS**, the Defendant has filed an answer to the Complaint asserting defenses to the Trustee’s Claim (the “Answer”). The Answer also asserted a counterclaim wherein the Defendant seeks entry of a judgment declaring that it is equitably subrogated to a first priority lien in an amount in excess of \$11,000.00, by virtue of its payment of the Taxes (the “Defendant’s Counterclaim”);

**WHEREAS**, the Trustee has filed an answer asserting defenses to the Counterclaim;

**WHEREAS**, the Trustee and the Defendant desire to settle the Trustee’s Claim and the Defendant’s Counterclaim upon the terms and condition set forth herein;

**NOW, THEREFORE**, in consideration of the covenants and for good and valuable consideration, the receipt of which is hereby acknowledged, and without waiving any rights or claims and without any admission of liability, the Parties agree as follows:

**1. Settlement**. The Trustee’s Claim and the Defendant’s Counterclaim shall be resolved as follows:

**1.1. Settlement Payment to Trustee**. Within 30 calendar days after entry of Approval Order, as that term is defined by paragraph 1.4 herein, the Defendant shall remit to the Trustee a single payment of \$89,000.00 (the “Settlement Payment”).

**1.2. The Trustee’s Release**. Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Trustee does hereby forever release and discharge the Defendant and any of its agents, officers, managers, employees and attorneys from

any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which the Trustee ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to the Trustee's Claim, the Counterclaim, and/or the Adversary Proceeding. To that end, contingent upon the clearing of the Settlement Payment and entry of the Approval Order, the Trustee shall dismiss with prejudice the Adversary Proceeding and terminate the Notice of Lis Pendens.

**1.3. Defendant's Release.** Contingent upon the clearing of the Settlement Payment and entry of the Approval Order (defined herein), the Defendant, on behalf of itself, its successors or assigns, does hereby forever release and discharge the Trustee and the bankruptcy estate of the Debtor, as well as their respective professionals, from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, awards, extents, executions, claims and demands whatsoever, in law or in equity, or as a result of any arbitration, arising in connection with any act or omission which the Defendant ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to the Trustee's Claim, the Counterclaim, and/or the Adversary Proceeding. To that end, contingent upon the clearing of the Settlement Payment and entry of the Approval Order, the Defendant shall join in with the Trustee on the dismissal with prejudice of the Adversary Proceeding.

**1.4. Approval of Agreement.** The Trustee shall, at the earliest possible date, file a motion with the Bankruptcy Court seeking entry of an Order authorizing the Trustee to settle the Trustee's Claim and the Defendant's Counterclaim in accordance with the terms and conditions provided for in this Agreement (the "Approval Order").

**2. Miscellaneous.**

**2.1. Cooperation, Further Assurances.** The Parties agree to execute and deliver such instruments and take such further actions as another party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement. This includes any curative or quit claim deed to be executed by the Trustee.

**2.2. Entire Agreement.** This Agreement shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, agreements, arrangements and understandings, both oral and written, between the Parties with respect to such matter.

**2.3. Amendment.** This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties (and, if required, approved by the Bankruptcy Court).

**2.4. Waivers and Remedies.** The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the right to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of any right or remedy by such Party upon the occurrence of any subsequent breach or violation.

**2.5. Governing Law.** The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

**2.6. Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

**2.7. Rule of Construction.** The Parties acknowledge that each Party and its counsel have reviewed this Agreement and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**2.8. Captions and Headings.** The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.

**2.9. Binding Effect.** This Agreement shall not be binding in any way upon the Parties unless (a) each Party executes and delivers the Agreement to the other, (b) the Approval Order is entered by the Bankruptcy Court, and (c) the Settlement Payment is remitted to the Trustee and is not returned for insufficient funds or for any other reason.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**WITNESS**

*Marc H Baer*

(SEAL)

By: Marc H. Baer, Chapter 7 Trustee

**WITNESS**

**STAY SAIL PROPERTIES, LLC**

Signed by:

*Calvin J. Schoeberlein*

(SEAL)

By: (Print Name) Calvin J. Schoeberlein

(Print Name)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

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**Case No. 18-10682-MMH**

**CONNIE L. BUNN,**

\*

**(Chapter 7)**

**Debtor.**

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**MARC H. BAER,  
CHAPTER 7 TRUSTEE,**

\*

\*

**Plaintiff,**

\*

**Adversary No. 25-00218**

**v.**

\*

**STAY SAIL PROPERTIES, LLC,**

\*

**Defendant.**

\*

\*

**ORDER APPROVING SETTLEMENT AGREEMENT  
BY AND BETWEEN TRUSTEE AND STAY SAIL PROPERTIES, LLC**

Upon consideration of the Trustee's Motion for Approval of Settlement Agreement By and Between Trustee and Stay Sail Properties, LLC (the "Motion"), and no opposition to the Motion having been filed, and having determined that the proposed settlement at issue in the

Motion is in the best interests of the Debtor's estate, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Motion is hereby GRANTED; and it is further

ORDERED, that the terms of the settlement agreement by and between the parties dated November 14, 2025, attached to the Motion as Exhibit A (the "Settlement Agreement"), are hereby approved; and it is further

ORDERED, that Marc H. Baer, the Chapter 7 trustee, may take any and all actions necessary and appropriate to effectuate and consummate the Settlement Agreement.

cc: M. Elizabeth Nowinski, Esq., *via CM/ECF*

Craig B. Leavers, Esq., *via CM/ECF*

Office of the United States Trustee  
ATTN: Hugh M. Bernstein, Esq.  
101 West Lombard Street, Suite 2625  
Baltimore, Maryland 21201

Stay Sail Properties, LLC  
c/o Calvin J. Schoeberlein,  
Resident Agent  
2421 Ketchum Avenue  
Sparrows Point, Maryland 21219

Douglas Robert Gorius  
511B Eastern Blvd.  
Baltimore, Maryland 21221

Connie L. Bunn  
2414 Suncrest Road  
Sparrows Point, Maryland 21219

**END OF ORDER**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)

In re:

\*

Case No. 18-10682-MMH  
(Chapter 7)

CONNIE L. BUNN,

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Debtor.

\*

\*  
MARC H. BAER,  
CHAPTER 7 TRUSTEE,

\*

Plaintiff,

\*

Adversary No. 25-00218

v.

\*

STAY SAIL PROPERTIES, LLC,

\*

Defendant.

\*

\*  
**NOTICE OF TRUSTEE'S MOTION FOR APPROVAL  
OF SETTLEMENT AGREEMENT BY AND BETWEEN  
TRUSTEE AND DEFENDANT STAY SAIL PROPERTIES, LLC**

**TO CREDITORS AND PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE** that Marc H. Baer, the Chapter 7 trustee in the above-captioned bankruptcy case and the plaintiff in the above-captioned adversary proceeding (the "Trustee"), has filed a motion seeking the approval of a settlement agreement resolving the above-captioned adversary proceeding (the "Motion"). A copy of that Motion is attached.

**NOTICE IS FURTHER GIVEN** that your rights may be affected by the Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one. Objections to the Motion must be filed within twenty-one (21) days from the date of this Notice with the Office of the Clerk, United States Courthouse, United States Bankruptcy Court, 101 W. Lombard Street, Suite 8530, Baltimore, Maryland 21201. A copy of any objection must be served on the undersigned and upon the Office of the United States Trustee, 101 W. Lombard Street, Suite 2625, Baltimore, Maryland 21201. If objections are filed, they must contain a complete specification of factual and legal grounds upon which they are based. If no objections are timely filed, the Court may act upon the Settlement

Agreement without conducting a hearing and approve the proposed Settlement Agreement without further notice. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. Parties desiring further information may contact the undersigned counsel.

Date: November 18, 2025

/s/ Craig B. Leavers

Craig B. Leavers, Bar No. 26914  
The Law Offices of Craig B. Leavers, LLC  
P.O. Box 306  
Cockeysville, Maryland 21030  
Phone: (443) 318-4526  
Craig@LeaversLaw.com

*Attorney for Marc H. Baer, Trustee*

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 18<sup>th</sup> day of November, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

M. Elizabeth Nowinski, Bar No. 27499  
Fidelity National Law Group  
915 Meeting Street, No. 1010  
North Bethesda, MD 20852

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee  
ATTN: Hugh M. Bernstein, Esq.  
101 West Lombard Street, Suite 2625  
Baltimore, Maryland 21201

Stay Sail Properties, LLC  
c/o Calvin J. Schoeberlein,  
Resident Agent  
2421 Ketchum Avenue  
Sparrows Point, Maryland 21219

Douglas Robert Gorius  
511B Eastern Blvd.  
Baltimore, Maryland 21221  
(*Bankruptcy Counsel for Debtor*)

Connie L. Bunn  
2414 Suncrest Road  
Sparrows Point, Maryland 21219  
*(Debtor)*

/s/ Craig B. Leavers  
Craig B. Leavers