

IN THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND

GLENWILLOW, INC.
6710 Picnic Woods Road
Jefferson, Maryland 21755

v.

Civil Case No. 10-C-14-002200

MARIA CHUNGUNCO
4231 Monument Way, Unit 401
Fairfax, Virginia 22030

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**MOTION TO VACATE ORDER
FOR WRIT OF ATTACHMENT BEFORE JUDGMENT**

Maria Chungunco, by and through her attorneys, Kathleen Jo Parsons Tabor, Esquire and Law Office of Kathleen JP Tabor, LLC, pursuant to Maryland Rule 2-613(d), files this Motion to Vacate Order for Writ of Attachment Before Judgment and as grounds therefore states:

1. Plaintiff failed to file a Complaint commencing an action or while an action was pending pursuant to Maryland Rule 2-115(a).
2. Because of Plaintiff's failure to file a complaint in this matter, no service of process pursuant to Maryland Rule 2-112 was made upon Maria Chungunco, or upon any agent authorized by appointment or law, to receive service or process on her behalf, as is more fully set forth in the attached Affidavit by Bonita Herrmann-Navin, Florida counsel for Maria Chungunco, and known to Kim Stewart d/b/a Glenwillow, Inc. and Glenwillow Inc.'s counsel and as also set forth in the attached Affidavit by Maria Chungunco.
3. Time is of the essence as Plaintiff intends to sell Defendant's property at a public auction on Monday, August 25, 2014, and due to Plaintiff's failure to comply with this Court's Rules and circumvent the right of due process accorded Defendant by this Court and the

United States Constitution, Defendant has been deprived entirely of her right to due process of law.

4. Time is of the essence also for the fact Plaintiff has the pony in a padlocked stall, depriving it of ongoing exercise and training necessary for its health and skill level; and placed in an unsafe situation in the event of a barn fire or other catastrophic event.
5. As of the date of this filing, Plaintiff has not posted the requisite bond as Ordered by this Honorable Court.
6. Justice will best be served with a Show Cause hearing in the District Court of Frederick County through an action of replevin, which will provide both parties with an opportunity for due process and to provide the court with all the evidence pertaining to this matter.

WHEREFORE, Maria Chungunco requests that this Honorable Court vacate the Order for Writ of Attachment Before Judgment and allow her to pursue her Action of Replevin in the District Court of Frederick County, where both parties may be afforded the opportunity for notice and opportunity to be heard in this dispute.

Kathleen Jo Parsons Tabor
Law Office of Kathleen JP Tabor, LLC
7814 Grassy Garth
Elkridge, Maryland 21075
Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of August, 2014, a copy of the foregoing Motion to Vacate Order for Writ of Attachment Before Judgment was delivered by first-class, U.S. Mail to the office of the attorney for Glenwillow, Inc:

Anne Herbert Rollins
Miles & Stockbridge P.C.
30 West Patrick Street, Suite 600
Frederick, Maryland 21701

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Attorneys for Maria Chungunco

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**AFFIDAVIT IN SUPPORT OF MOTION TO VACATE ORDER
FOR WRIT OF ATTACHMENT BEFORE JUDGMENT**

1. I, Maria Chungunco, am over eighteen (18) years of age and am competent to testify.
2. I am the legal owner of the pony, "Spellbound," currently being stabled at Glenwillow Farm (aka, Glenwillow, Inc.) in Jefferson, Maryland.
3. A copy of the Motion to Vacate Order for Writ of Attachment Before Judgment filed on my behalf is attached hereto. I have read the Motion and hereby verify that all of the facts set forth are true and correct to the best of my knowledge and belief.
4. I had been a client of Kim Stewart, riding instructor and trainer, and Glenwillow, Inc. many years ago for a short period of time. In January 2014 I, again, engaged her expertise and training services for my minor daughter, Bernadette, and our pony, "Spellbound" for the Florida show circuit. Our new relationship commenced in Wellington, Florida. We agreed to continue the relationship through November 30, 2014.
5. It was not until late April, 2014 that we had our pony brought to Maryland.
6. Bernadette is a competitive rider and accomplished equestrian.
7. In good faith, I relied on Kim Stewart's expertise in advising me on guiding my daughter's riding pursuits.
8. In good faith, I relied on Kim Stewart's expertise in training and promoting our pony, "Spellbound," through the United States Equestrian Federation competitions in Florida.
9. In good faith, I relied on Kim Stewart's expertise in encouraging me to lease additional ponies for my daughter's use and advancement of her riding pursuits.

10. In good faith, I relied on Kim Stewart's expertise in encouraging me to purchase and/or lease additional horses and ponies for my daughter's use and advancement of her riding pursuits.

11. Kim Stewart acting on behalf of Glenwillow, Inc. failed to provide itemized and monthly statements for services provided in Florida and I had to repeatedly request such invoices.

12. I received the first of the invoices after April 2, 2014. I subsequently discovered discrepancies in billing of services for the leasing and maintenance of the other ponies and horse as well as the maintenance and training of "Spellbound."

13. Kim Stewart had added expenses to the Glenwillow, Inc. invoices which are inappropriate charges for care of horses, including her personal commission payments for leases and sales agreements, and a personal loan and interest she offered to my husband and me.

14. Additionally, there have been payments made by me to the account that were not credited and she is now claiming owed and due.

15. The personal loan was the result of a February 2014 purchase of a horse ("Exclusive") for \$100,000 which turned out very badly.

16. In April 2014, while in Florida, Kim Stewart noted we needed to make a second and final payment on the purchase of the horse, "Exclusive," as well as make the final payment for the lease on the pony, "Storyteller."

17. I asked Kim Stewart to request an extension of time for us from the seller (Jolli Farm) of "Exclusive" for the second payment of \$50,000. She informed me that the seller (Jolli Farm) would not permit an extension and that he would sue us if the final payment was not made.

18. Kim Stewart told us she would make the payment of \$50,000 on our behalf, with 18% interest. My husband, Edwin Chungunco, agreed to this as we felt we had no choice but to accept this loan or be sued by the seller (Jolli Farm).

19. This loan was never put into writing.

20. I subsequently discovered Kim Stewart knowingly provided false information to me regarding the veterinarian examination of the horse "Exclusive" (which took place in Florida on February 23, 2014) as a way to induce us to purchase a blind and proven lame animal.

21. Kim Stewart knowingly and willingly deceived me and my husband, Edwin Chungunco, into purchasing the horse, “Exclusive,” and offered in June 2014 to resell the horse to remedy her misdeed.

22. Kim Stewart told us if we did not repay her the \$50,000 loan with interest (to retain full ownership of the horse) she would resell the horse “Exclusive.” We agreed she should sell the horse and asked her to apply our \$50,000 deposit on the horse toward our outstanding invoice of \$65,000. Kim Stewart refused to apply our money toward any invoices.

23. Kim Stewart then told us she would sell the horse for \$150,000 (\$50,000 more than what we had purchased him for). We agreed for her to sell the horse for this amount, believing this would repay the \$50,000 loan with interest to her and recoup our initial \$50,000 deposit. However, she would not discuss this arrangement with us and stopped responding to our emails.

24. Kim Stewart was not successful in finding a new buyer for the horse “Exclusive.” We were then left with owning this blind and lame horse.

25. In June 2014, unbeknownst to us at the time, Kim Stewart issued a Bill of Sale for “Exclusive” in her name only. This is fraudulent as we have paid for this horse. (\$100,000 paid to the previous owner with \$50,000 directly from us and a \$50,000+ loan from Kim Stewart.)

26. I discovered the existence of this Bill of Sale with Kim Stewart’s name when making an inquiry with the United States Equestrian Federation records for “Exclusive.”

27. We never signed over ownership of this horse to Kim Stewart.

28. We repeatedly requested Kim Stewart to repay us the \$50,000 we paid to the prior owner (Jolli Farm) for “Exclusive” in February 2014.

29. Kim Stewart in fact, never credited our account with the \$50,000.

30. From May through July 6, 2014, my husband, Edwin Chungunco, and I attempted consistently and in good faith to address our concerns regarding Kim Stewart’s services, misdeeds, and failure to serve the needs of our daughter, Bernadette, and the inaccurate invoices.

31. On or about July 6, 2014, Kim Stewart advised that I, Maria Chungunco, would receive a call from her attorney to sort out the monetary dispute. No such call came.

32. Up until July 15th, Kim Stewart had repeatedly threatened to terminate our leases on two other horses (“Lost Love” and “Storyteller”). On or about July 15th Kim Stewart told me that her attorney advised her not to allow our daughter to have any more lessons and no more shows until all invoices had been paid.

33. We still were disputing many of the charges on the invoice and the lack of credit on our account for the \$50,000. That was when I secured counsel in Florida to move the process along as Kim Stewart was refusing to discuss the invoices and refusing us access to the farm, the pony and horse we own, and the ponies we lease.

34. Through my legal counsel in Florida I had been in active and good faith negotiations with Glenwillow, Inc.'s legal counsel regarding the double billing, inaccurate billing, lack of adjustments, and disputed charges on or about July 21, 2014 and through July 24, 2014.

35. Because I believed Kim Stewart, through her attorney, was negotiating in good faith, I did not file a Complaint for breach of fiduciary duty against Kim Stewart and Glenwillow, Inc.

36. Out of the blue, with no word from Kim Stewart or her counsel, I received an unsolicited bulk mailing from an attorney's office that gets business from reviewing docketed actions. I learned solely through this mailing that Glenwillow, Inc. (Kim Stewart) had circumvented our negotiations and was planning to sell "Spellbound" despite the disputed charges and what I believed were good faith negotiations involving all of the charges.

37. Never once in our negotiations did Kim Stewart ever mention selling either "Exclusive" or "Spellbound!"

38. Kim Stewart has subsequently moved "Exclusive" from Maryland to Kentucky without our permission.

39. "Spellbound" is currently being detained at the premises of Glenwillow Farm in Jefferson, Maryland in a PADLOCKED stall, preventing him from rescue in the event of a fire or other catastrophic event that could occur at the farm. I witnessed this when I tried to see him at the farm on July 30, 2014.

40. "Spellbound" is not currently receiving the ongoing exercise and training required of a pony which has attained the acclaimed status of Grand Champion.

41. Failure to continue exercising and training the pony devalues the pony and significantly reduces his ability to continue as a national grand champion equine. Additionally, standing in a stall is not conducive to the overall health of a pony.

42. Kim Stewart knowingly deprived our daughter, Bernadette, of the use of her pony which has resulted in Bernadette's inability to compete at the 2014 United States Equestrian Pony Finals held on or about August 1, 2014.

43. I have always intended to pay those debts which are valid.

44. I have always attempted to communicate and negotiate in good faith with Kim Stewart and Glenwillow, Inc.

45. I have every intention to retain ownership of the pony, "Spellbound," for the continued use of my daughter, Bernadette, and in the alternate retiring the pony to our continued care and love until the pony's natural demise.

I do hereby solemnly swear under the penalty of perjury that the contents of the foregoing Affidavit are true to the best of my knowledge, information, and belief.

Maria Chungunco

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