

Circuit Court for Baltimore City
Case No. 24-C-23-001941

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 855

September Term, 2025

YAAKOV EZRA VOGEL

v.

ABODE SETTLEMENT GROUP LLC, et al.

Nazarian,
Leahy,
Sharer, J. Frederick
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: June 24, 2026

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

Yaakov Ezra Vogel, appellant, appeals from the award, by the Circuit Court for Baltimore City, of a judgment and attorney’s fees to appellees Daniel Batkhan and Chaim Shugarman. For the reasons that follow, we shall affirm the judgment of the circuit court.

On January 23, 2023, entities known as “4008 Primrose LLC”¹ (hereinafter “4008 Primrose”) and “Green Jade Primrose LLC” (hereinafter “Green Jade”) entered a contract in which 4008 Primrose would buy from Green Jade a property in Baltimore City known as 4008 Primrose Avenue (hereinafter “the property”). The members of 4008 Primrose are Mr. Batkhan and Mr. Shugarman, and the sole member of Green Jade is Benjamin Moshe Vogel, Personal Representative of the Estate of Jeffrey Mark Vogel. On January 24, 2023, articles of organization for 4008 Primrose were filed with the Maryland State Department of Assessments and Taxation. On February 6, 2023, the parties executed a deed in which Green Jade granted and conveyed the property to 4008 Primrose.

On February 13, 2023, appellant,² Joseph Shneur Vogel (hereinafter “Joseph”), and Eliezer Baruch Vogel (hereinafter “Eliezer”) recorded a “Notice of Lis Pendens.” In the notice, appellant, Joseph, and Eliezer named themselves as grantees, stated that a suit known as “Yaakov Ezra Vogel, et al. vs. Benjamin Moshe Vogel, et al.” had been filed in the circuit court, and stated that the case number of the action was “TBD.” Appellant, Joseph, and Eliezer further stated that the “nature of the lien, right, or interest sought to be

¹This entity is also identified in the record as “4008 Primrose Ave LLC.” For consistency, we shall refer to the entity as “4008 Primrose.”

²Because numerous individuals involved in this case have the surname of Vogel, we shall refer to Yaakov Ezra Vogel as “appellant.”

established or enforced is . . . [t]he sale of the . . . property to the Grantees and/or other heirs of the Estate of Jeffrey Vogel.”

On March 22, 2023, Mr. Batkhan, Mr. Shugarman, and appellant signed an “Agreement of Sale and Purchase,” which states in pertinent part:

THIS AGREEMENT OF SALE AND PURCHASE (this “**Agreement**”) is made on this 22nd day of March, 2023 (the “**Effective Date**”), by and among **CHAIM SHUGARMAN** and **DANIEL BATKHAN** (collectively “**Sellers**”) and **YAAKOV EZRA VOGEL** (“**Buyer**”) (each a “**Party**” and altogether the “**Parties**”).

RECITALS:

A. This Agreement concerns that certain parcel of land located at 4008 Primrose Avenue, Baltimore City, Maryland (the “**Land**”). The Land, which is more particularly described on **Exhibit A** attached hereto, is improved by a structure containing residential units and other improvements (collectively, the “**Improvements**”), fixtures, and items of personal property.

B. Sellers are the holders of a deed conveying the Property (as hereinafter defined in Section 1.2) from Green Jade Primrose, LLC, a Maryland limited liability company, to Sellers. A true and correct copy of Sellers’ deed is attached as **Exhibit B** (“**Sellers’ Deed**”).

C. Sellers’ Deed has not been recorded due to the recordation of a Notice of *Lis Pendens* in the Land Records of Baltimore City at Book 25584, Page 472 (the “**Lis Pendens**”).

D. To settle and resolve their disputes regarding the Property, Sellers desire to sell, and Buyer desires to buy, the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are fully incorporated into this Agreement as if fully restated below, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **SALE AND PURCHASE; PROPERTY.**

1.1 **Sale and Purchase.** Subject to the terms and conditions set forth in this Agreement, Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, the Property. In lieu of a conveyance of the Property by deed, etc., Sellers shall cause the Property to be conveyed to a single-purpose Maryland limited liability company wholly-owned by Sellers and no others named 4008 PRIMROSE AVE LLC (the “**Company**”), free and clear of all liens, encumbrances, and title defects. The Property shall be the only asset of the Company. The deed conveying the Property to the Company shall be a special warranty deed (the “**Deed**”) substantially in the form attached hereto as **Exhibit C.** At Closing (defined herein), Sellers shall transfer all their membership interests in the Company to Buyer by execution of an Assignment of Membership Interests substantially in the form attached hereto as **Exhibit D** (the “**Assignment**”). The Parties acknowledge and agree that Buyer is not acquiring, assuming, or purchasing any of Sellers’ debts, liabilities, or other obligations.

* * *

1.4 **Recordation After Closing.** To consummate the Closing, the Parties shall simultaneously record, in the following order, (i) a Notice of Termination of *Lis Pendens* signed by Buyer’s counsel in the form contemplated under Md. Rule 12-102(d) in order to release the Lis Pendens (the “**Lis Pendens Release**”), such that the Lis Pendens shall no longer prevent Sellers from recording Sellers’ Deed, (ii) Sellers’ Deed, (iii) the Deed. Buyer acknowledges and agrees that Sellers’ obligation to sell the Property to Buyer under this Agreement is expressly contingent upon Buyer’s recordation of the Lis Pendens Release such that the Lis Pendens no longer prevents Sellers from recording Sellers’ Deed. In the event Buyer fails, for any reason, to record the Lis Pendens Release in accordance with the terms of this Agreement, the Deposit (defined below) shall be forfeited by Buyer and paid to Sellers.

2. **PURCHASE PRICE; DEPOSIT AND PAYMENT.**

2.1. **Purchase Price.** The purchase price to be paid by Buyer to Sellers (the “**Purchase Price**”) shall be FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00).

2.2. **Deposit.** Upon execution of this Agreement, Buyer shall pay to Abode Settlement Group, LLC (hereinafter “**Escrow Agent**” or “**Title Company**”), a deposit in the amount of FORTY THOUSAND DOLLARS

(\$40,000.00). The Deposit shall be held by Escrow Agent in a[] non-interest escrow account and shall be applied to the Purchase Price at Closing.

* * *

3.1. **Closing.** The consummation of the transactions contemplated by this Agreement (“**Closing**”) shall take place at the offices of the Escrow Agent at 10:00 a.m., or as a remote escrow-style closing through the Escrow Agent, on or before April 5, 2023 (the “**Closing Date**”). Time is of the essence.

* * *

6.1. **Buyer’s Default.** In the event Buyer defaults on its obligations under this Agreement for any reason other than Sellers’ default or Buyer’s permitted termination of this Agreement as expressly set forth herein, Sellers shall be entitled, as their sole and exclusive remedy, to terminate this Agreement, to the release of the Deposit to Sellers, and to reimbursement by Buyer of all Sellers’ reasonable attorneys’ and accountants’ fees and expenses incurred by them in connection with this transaction.

Later that day, Steven Willner, counsel for appellant, sent to counsel for Mr. Batkhan and Mr. Shugarman an e-mail in which Mr. Willner stated:

Thank you for forwarding the Deed. I spoke to Kim at [appellee Abode Settlement Group LLC (hereinafter “Abode”)] and she’s trying to figure this out and will call me back, but just wanted to state in writing (as I’m sure you understand) that obviously the Agreement as drafted and signed by my client cannot be consummated or countersigned by your clients since the Property was not deeded to Chaim and David [sic], but rather to “4008 Primrose LLC.” In other words, Recital B of the Agreement is untrue. The contract will need to be revised to reflect the facts on the ground. Very unfortunate. I’ll be in touch when I hear from Kim.

On March 24, 2023, appellant transferred to Abode the amount of \$40,000. On March 29, 2023, appellant sent to Mr. Shugarman an e-mail in which appellant stated: “As you know, a contract was never ratified because we couldn’t secure a settlement with the estate. We can’t close without our proceeds from the 2/6 sale, so we’re at a dead end. You

can keep the property since we have no way of buying it.” On March 30, 2023, Mr.

Shugarman replied:

There is a fully ratified and legally binding non[-]contingent contract. You being able to ensure a settlement with the estate has absolutely nothing to do with your obligations in the contract. Therefore, I once again state that we the sellers are ready, willing[,] and able to sell the property/assign membership of the LLC that has the interest in the property . . . and fulfill our contractual obligations.

* * *

We are ready from our end willing and able to sell by or before April 5th 10:00 AM EST[.]

* * *

If you are unable to close by this day and time, you will be in breach of contract and your EMD will be forfeited. Additionally if you are to default, I will seek reimbursement for my attorney and accountant fees and expenses incurred[.]

On March 31, 2023, appellant sent to Abode an e-mail in which he stated:

Just to be clear. Chad³ is arguing that he & Daniel are in contract with me based on a version of the contract which lists Chaim & Daniel as the sellers.

Can you provide evidence that Chaim & Daniel are the current owners? If not – the contract is obviously null & void.

Please advise,

Jake⁴

P.S. Irrespective of whether I am in contract or not, the lender is not involved in this dispute & their funds must be returned.

³The parties do not dispute that “Chad” is Mr. Shugarman’s nickname.

⁴The parties do not dispute that “Jake” is appellant’s nickname.

On April 13, 2023, Abode filed against 4008 Primrose and appellant a complaint for interpleader, in which Abode requested an order “[r]equiring Defendants to interplead as to the entitlement to the Deposit.” The court subsequently ordered that 4008 Primrose “be designated as Plaintiff . . . and all others . . . be designated as Defendants.” On June 4, 2025, the court held a hearing on the complaint. Counsel for Mr. Batkhan and Mr. Shugarman stated in opening “that there is a contract,” and that the “evidence [would] show there’s offer, acceptance, consideration, and that there’s a liquidated damages clause that is a reasonable [clause], especially under the circumstances, that entitles [Mr. Batkhan and Mr. Shugarman] to the money.” Wayne Goddard, counsel for appellant, countered that the “evidence [would] prove that, in fact, there was no contract.”

Following opening statements, Mr. Shugarman confirmed, in pertinent part, that he has not “seen any release of [the] lis pendens.” During cross-examination, counsel for appellant asked: “The seller of the property is not the entity[,] correct?” Mr. Shugarman replied: “[W]e agreed to . . . save [appellant] money on closing costs, to do this in the form of an LLC so he doesn’t have to pay transfer taxes as a favor to him. So yeah, we were going to assign the membership interests of the LLC. And as sole members of that LLC, we were the only parties able to sign that.”

Following Mr. Shugarman’s testimony, appellant testified that he is “unaware of any . . . contract to purchase membership interests in an LLC.” Appellant testified that he “put [his] signature on an agreement . . . to buy a property from two individual sellers,” and “submitted \$40,000 as an act of good faith[] with no contract in place.” Appellant also testified that the “contract was null and void because there was no such deed in [Mr.

Batkhan and Mr. Shugarman’s] individual names.” Appellant further testified that in his March 29, 2023 e-mail, he “was referring to a new, revised contract, not the original one, which [he] would have closed on.”

Appellant then called Mr. Willner, who testified that he did not “believe that [the] agreement” between appellant, Mr. Batkhan, and Mr. Shugarman “was ever fully executed,” because Mr. Willner asked counsel for Mr. Batkhan and Mr. Shugarman “to hold [appellant’s] signature in escrow, pending [the] provision of the deed to the property.” When counsel provided “the seller’s deed referenced in Recital B,” it “reflect[ed] that . . . the sellers, meaning Chaim Shugarman and Daniel Batkhan, personally were the holders of the deed.” Mr. Willner concluded that “it would make this agreement impossible to perform . . . or, at a minimum, factually incorrect.” Mr. Willner testified: “[T]here definitely wasn’t a meeting of the minds at that point because there was no contract.” Mr. Willner confirmed that “in [his] mind, the offer had been withdrawn after it was accepted by Mr. Shugarman,” and the “contract had been withdrawn after it was attempted to be accepted by Mr. Shugarman.”

Following the hearing, the court stated:

By all accounts, Mr. Shugarman and [Mr.] Batkhan entered into a valid contract with [appellant]. The evidence shows that Mr. Shugarman and [Mr.] Batkhan entered into a contract to transfer their membership interests in 4008 Primrose LLC to [appellant]. Mr. Shugarman testified that he and Mr. Batkhan were the sole members of the LLC. Title would remain with the property. And as a result, [appellant] would not have to pay transfer or recording taxes. Mr. Shugarman testified that he and his partner did this as a courtesy to [appellant], and that fact was not disputed.

The Court is not convinced . . . that Mr. Shugarman or Mr. Batkhan failed to make disclosures, committed fraud, or misrepresented their ownership of the property.

* * *

In evidence also is a contract of sale where Mr. Shugarman and [Mr.] Batkhan purchased 4008 Primrose, as well as a duly executed deed between Green Jade and Primrose. The Court is not convinced that because Primrose is not a party to the [Agreement of Sale and Purchase (“ASP”)], that Mr. Shugarman and [Mr.] Batkhan were not the rightful owners of the property.

The first paragraph of the ASP identifies Mr. Shugarman and [Mr.] Batkhan as the sellers. And again, Section 1.1 of the ASP [i]ndicates that in lieu of conveyance by deed, sellers shall cause the property to be conveyed to a single purpose Maryland LLC, wholly owned by sellers and no others. By way of Exhibit 2, Plaintiffs demonstrated a proper filing of a Maryland Limited Liability corporation, namely 4008 Primrose Avenue, LLC, filed and duly recorded with the state Department of Assessments and Taxation.

Further, the Court is not persuaded by Mr. Willner’s testimony that there was no contract or that Recital B was untrue. The Court looks to the contract of sale between [G]reen Jade and 4008 Primrose, the executed deed, the Articles of Incorporation, and the Agreement of Sale and Purchase between Mr. Shugarman and [Mr.] Batkhan as sellers and [appellant] as buyer.

And although [appellant] asserts that he was ready, willing, and able to purchase[,] his May 29, 2023 email, which states he cannot close without proceeds from the sale of his father’s estate. “We’re at a dead end, and you can keep the property since we have no way of buying it,” belies this assertion.

In determining a breach of contract issue, the Court looks to the four corners of the contract. In this case, there was an offer, acceptance, and consideration. The ASP indicates that in the event buyer defaults on its obligations under this agreement for any reason other than seller’s default or buyer’s permitted termination of this agreement as expressly set forth herein, sellers shall be entitled as their sole and exclusive remedy to terminate this agreement, to the release of the deposit to sellers, and to reimbursement by buyer of all seller’s reasonable attorney’s and accountant’s fees and expenses incurred by them in connection with the transaction.

Finally, the ASP notes that in the event buyer fails for any reason to record the *lis pendens* release in accordance with the terms of this agreement, the deposit shall be forfeited by buyer and paid to sellers.

The Court finds that Plaintiffs had met their burden by preponderance of the evidence.

The court subsequently issued an order in which it entered judgment in favor of Mr. Batkhan and Mr. Shugarman and against appellant in the amount of “\$40,000.00 principal, plus \$5,194.52 pre-judgment interest, for a total judgment in the amount of \$45,194.52, plus an award of reasonable attorney’s fees in the amount of \$20,596.45, and court costs of \$165, for a total award of \$65,955.97.” (Capitalization omitted.)

Appellant first contends that, for numerous reasons, the court erred in awarding judgment to Mr. Batkhan and Mr. Shugarman. We disagree. The evidence supports the court’s conclusions that Mr. Batkhan and Mr. Shugarman are “the sole members of” 4008 Primrose, and that they intended “to transfer their membership interests in” 4008 Primrose to appellant. Mr. Shugarman testified that he and Mr. Batkhan intended to so transfer the property “as a favor to” appellant so that he would not “have to pay transfer taxes,” and the court, which is charged with determining the credibility of witnesses, clearly found this testimony credible. Also, the court explicitly found not credible Mr. Willner’s testimony that appellant’s “offer [was] withdrawn” because “there was no contract or that Recital B was untrue.” On the contrary, the evidence supports the court’s conclusion that appellant attempted to withdraw from the contract because he could not secure “proceeds from the sale of his father’s estate.” Finally, there is no evidence that appellant “record[ed] the *lis*

pendens release in accordance with the terms of [the] agreement.” For these reasons, the court did not err in awarding judgment to Mr. Batkhan and Mr. Shugarman.

Appellant next contends that the award of attorney’s fees “lacks any legal foundation,” because “[n]o valid contract exists that would authorize fee shifting, and no Maryland statute provides for attorney’s fees in this type of dispute.” But, for the aforementioned reasons, the court did not err in concluding that the contract between appellant, Mr. Batkhan, and Mr. Shugarman is valid, and the contract explicitly provides for reimbursement by appellant of Mr. Batkhan and Mr. Shugarman’s “reasonable attorneys’ . . . fees” in the event of appellant’s default. Also, appellant does not cite any authority that prohibits such reimbursement. On the contrary, the Supreme Court of Maryland has stated that “[c]ontract provisions providing for awards of attorney’s fees to the prevailing party in litigation under the contract generally are valid and enforceable in Maryland.” *Myers v. Kayhoe*, 391 Md. 188, 207 (2006) (citation omitted). Hence, the court did not err in awarding attorney’s fees to Mr. Batkhan and Mr. Shugarman.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE CITY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**