

Circuit Court for Baltimore County  
Case No. 03-K-09-005460

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 996

September Term, 2020

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ELLIOTT RANDALL SCHNEIDER

v.

STATE OF MARYLAND

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Wells,  
Gould,  
Zarnoch, Robert A.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: July 8, 2021

\*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In 2010, Elliott Schneider, appellant, entered an *Alford* plea to conspiracy to commit first-degree murder and was sentenced to life, with all but thirty years suspended. In August 2020, he filed a “Motion for Specific Performance of Plea,” wherein he contended that the “force majeure of the COVID-19 Pandemic nullifies the remainder of his sentence/contract with the State of Maryland in that the terms of his confinement did not take into consideration a global pandemic” and that “DOC’s lack of appropriate response to that pandemic” made it “impossible to . . . safely complete the remainder of his sentence[.]” Appellant further asserted that, in entering his plea, “he believed that his compliance with the [prison] rules [would] allow him certain freedoms inside the institution” that had “been stripped away from him forcing him to serve his sentence on segregation as he remains infraction-free due to no fault of his own, but due to the force majeure of the [pandemic].” Specifically, he claimed that he did not consent to only being allowed one hour a day outside of his cell; only have thirty minutes of outside recreation time per week; to having his access to the legal library limited; to everything in the prison being closed; and to not being able to have contact visits and family days because of COVID-19. The day after appellant filed his motion, the court denied it without a hearing. This appeal followed.

Appellant first contends that the court erred in denying his motion because the force majeure of the COVID-19 pandemic violated his plea agreement and rendered the remainder of his sentence moot. We disagree. A force majeure clause, which is often included in a commercial contract, allocates the risk of loss if performance is hindered, delayed, or prevented because of an event that the parties could not have anticipated or

controlled. Here, the concept of “force majeure” is inapplicable because there was no force majeure clause contained in appellant’s plea agreement. Similarly, appellant’s expectations about the manner of his detention or what freedoms he would have while incarcerated were not incorporated in his plea agreement. Therefore, the fact that these freedoms might have been curtailed during the pandemic does not mean that his plea agreement was breached. Finally, neither the pandemic, nor the Maryland Correction Training Center’s response to the pandemic, render it impossible or impractical for appellant to serve the remainder of his sentence in custody.

Appellant also contends that the court failed to give his motion “due consideration” because it denied the motion a day after it was filed, without waiting for a response from the State. Again, we disagree. The court was not obligated to wait for a response before denying the motion. And in any event, appellant has not indicated how he was prejudiced by the lack of a response from the State. Moreover, the fact that the court quickly denied the motion does not indicate that it failed to consider appellant’s claims or violated his due process rights. Judges are presumed to know the law and apply it properly. *See State v. Chaney*, 375 Md. 168, 180-81 (2003). And in light of our holding that appellant’s plea agreement was not breached or rendered impossible to perform by the COVID-19 pandemic, nothing in the record indicates that the court failed to consider appellant’s

motion or improperly applied the law in this case. Consequently, the court did not err in denying appellant's motion for specific performance.

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