

Circuit Court for Howard County
Case No.: C-13-CV-24-000860

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 1009

September Term, 2025

BILLY G. ASEMANI

v.

BANK OF AMERICA

Graeff,
Berger,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: May 4, 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.

Billy G. Asemani, representing himself, filed a complaint in the Circuit Court for Howard County naming Bank of America as the defendant. In the complaint, Asemani alleged that, prior to his incarceration in 2005, he maintained a savings and checking account with the Ellicott City branch of Bank of America. He further alleged that in “preparing for ‘mandatory release’ from State custody” he sent several letters to the bank branch “inquiring how he may be able to reactivate his bank-relationship with that financial institution” and the bank’s “procedures and requirements” related to the same. He alleged that the bank failed to respond to any of his letters. As relief, he stated that “Asemani is only seeking an order, directing the bank to assist/inform Asemani as to its regulations, regarding the circumstances surrounding his quest to establish a banking relationship.” The court ultimately dismissed the complaint, without prejudice, after Asemani failed to serve the defendant. Asemani appeals. We affirm.

Asemani asserts that the circuit court abused its discretion in (1) denying his “Renewed Motion For The Service Of Process To Be Effectuated By The Clerk’s Office Through The Howard County Sheriff’s Office, Due To The Proven Practical – Impossibility Of The Pro Se, Indigent Plaintiff’s Failed Attempts To Do So On His Own” despite the court previously granting an “identical request” and (2) dismissing, without prejudice, his complaint for failure to serve the defendant. We discern no error or abuse of discretion on the court’s part.

Asemani filed his complaint on October 17, 2024, along with a Rule 1-325 request for waiver of prepaid costs due to indigency. By order entered on October 28, 2024, the court granted Asemani’s request for the waiver of prepaid costs. For purposes of the Rule,

“‘prepaid costs’ means costs that, unless prepayment is waived pursuant to this Rule, must be paid prior to the clerk’s docketing or accepting for docketing a pleading or paper or taking other requested action.” Rule 1-325(b). By way of example, a committee note states: “‘Prepaid costs’ may include a fee to file an initial complaint or a motion to reopen a case, a fee for entry of the appearance of an attorney, and any prepaid compensation, fee, or expense of a magistrate or examiner.” Neither the Rule nor the committee note includes a sheriff’s fee for service of process in the definition or meaning of waivable “prepaid costs.”

On November 15, 2024, Asemani filed a motion with the court stating that he was “unable to secure independent service-of-process upon the defendant[.]” and asking that the “Clerk’s Office either serve the defendant via USPS Certified Mail” or “to make the necessary arrangements for the Sheriff’s Office to serve the defendant.” By order entered on November 20, 2024, the court denied the motion with the following notation: “Request for waiver of Sheriff’s service fee is DENIED.”

On December 3, 2024, Asemani filed another motion, pointing out that the court had not explicitly ruled on his request to have the clerk serve the defendant via certified mail and requested that the clerk do so. The court denied the motion on December 31st. Relying on Rule 2-124, the court stated that service on a corporation is effectuated by serving its resident agent, president, secretary or treasurer, or where good faith attempts to serve those individuals fail, certain other individuals may be served. The court noted that Asemani had “not provided the Court with an agent, president, secretary, or any other appropriate person to be served.”

In another motion, filed on January 15, 2025, Asemani renewed his motion for service of process on the defendant by the clerk’s office. In his motion, he asserted that serving the bank “manager” at the Ellicott City branch of Bank of America was appropriate and asked the court to instruct the clerk’s office “to effectuate service of process upon the branch-manager of the Bank of America location, in Ellicott City, via USPS Certified Mail, Return Receipt Requested.” He did not provide the branch manager’s name.^{1,2}

On February 26, 2025, the court filed a notice of contemplated dismissal informing Asemani that his complaint was subject to dismissal for failure to serve the defendant. By order dated March 24, 2025, the court—after considering Asemani’s motion to defer entry of an order of dismissal—deferred the entry of such an order and gave Asemani 90 days to effectuate service on the bank.

By letter dated April 23, 2025, Asemani was informed by the Sheriff’s Office that documents sent to them (presumably for service on Bank of America) would be returned to him unless he submitted a \$60 fee. *See* Md. Code, Courts & Judicial Proceedings § 7-402(a)(2) (“a sheriff shall collect . . . \$60 for service of a paper not including an execution or attachment”). It appears that Asemani did not submit the fee, and the Sheriff’s Office returned the papers to him.

¹ It is not clear from the record whether the court ruled on this motion.

² In his complaint, Asemani alleged that Bank of America had failed to respond to his correspondence, including a letter he had sent by “Certified Mail” to the Ellicott City branch. Thus, it appears that he was capable of sending papers by certified mail himself.

On May 22, 2025, Asemani filed a “Renewed Motion For The Service Of Process To Be Effectuated By The Clerk’s Office Through The Howard County Sheriff’s Office, Due To The Proven Practical – Impossibility Of The Pro Se, Indigent Plaintiff’s Failed Attempts To Do So On His Own.” In that motion, he requested that the court “instruct the Clerk’s Office to mail a re-issued WRIT OF SUMMONS to the Sheriff’s Office, for service upon the Defendant[.]” On June 1, 2025, the court summarily denied the motion.

On June 26, 2025, the court dismissed the case, without prejudice, pursuant to Rule 2-507. That Rule provides that “[a]n action against any defendant who has not been served or over whom the court has not otherwise acquired jurisdiction is subject to dismissal as to that defendant at the expiration of 120 days from the issuance of the original process directed to that defendant.”

We are not persuaded that the court erred or abused its discretion in denying another request for issuance of the summons to be served by the sheriff given his failure to submit the requisite \$60 sheriff’s fee. And we discern no error or abuse of discretion in the court’s dismissal of Asemani’s complaint, without prejudice, as more than seven months (approximately 227 days) had passed since the issuance of the original process directed to Bank of America. Moreover, we note that the court dismissed his complaint, without prejudice.

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