

IN THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY, MARYLAND

People for the Ethical Treatment of Animals, Inc.  
1536 16th St. NW  
Washington, DC 20036

*Plaintiff,*

v.

Nevin Lawrence Young  
1703 Bay Ridge Avenue  
Annapolis, MD 21403

*Defendant.*

Case No. C-02-CV-25-000395

People for the Ethical Treatment of Animals, Inc. (“PETA,” or “Plaintiff”), a non-profit organization, by and through its undersigned counsel, brings this action for declaratory judgment, breach of contract, and anticipatory breach of contract against Nevin Lawrence Young (“Mr. Young” or “Defendant”), and states in support thereof as follows:

**NATURE OF THE ACTION**

1. Mr. Young is an attorney licensed to practice in the State of Maryland.
2. Mr. Young served as defense counsel to Tri-State Zoological Park of Western Maryland, Inc. (“Tri-State”) and its owner Robert Candy (collectively, “Tri-State Defendants”) in an action brought by PETA in the United States District Court for the District of Maryland in 2017, styled *People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc., et al.*, Civil Case No. 1:17-cv-2148-PX (D. Md.) (“Tri-State Case”).
3. In the course of the Tri-State Case, Mr. Young orchestrated a bad faith witness intimidation scheme by drafting and falsely bolstering baseless Maryland state felony wiretap

charges for Mr. Candy to file against two PETA employees just three days before they were set to testify at trial in 2019 in the Tri-State Case.

4. PETA moved for sanctions against Mr. Young and his clients in the Tri-State Case for attempted witness intimidation.

5. The court in the Tri-State Case took the sanctions motion under advisement until after the conclusion of trial.

6. PETA prevailed at trial in the Tri-State Case and obtained a judgment in its favor. *People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc.*, Civil Action No. 1:17-cv-02148-PX (D. Md. Dec. 26, 2019), *aff'd* 843 Fed. App'x 493 (4th Cir. Jan. 29, 2021) (unreported).

7. After entering judgment in PETA's favor, the court granted PETA's sanctions motion and awarded attorneys' fees and costs to PETA in the amount of \$56,655.77, finding that Mr. Young had helped to "purposely misle[a]d the state court system," and caused PETA to incur costs for litigating the sanctions motion and securing criminal defense counsel for the falsely accused PETA employees. *See People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc., et al.*, Civil Action No. 1:17-cv-2148-PX (D. Md. Apr. 17, 2020); *see also People for Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc.*, Civil Action No. 1:17-cv-2148-PX, 2020 WL 6363957 at \*1, 6 (D. Md. Oct. 29, 2020), *aff'd* No. 20-2298, 2022 WL 61426 (4th Cir. Jan. 6, 2022).

8. The court found Mr. Young and the Tri-State Defendants jointly and severally liable for the \$56,655.77 sanctions award. *People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc.*, 2020 WL 6363957, at \*6.

9. In his personal capacity, Mr. Young subsequently filed a voluntary petition for bankruptcy under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland.

10. PETA thereafter instituted an adversary proceeding in the United States Bankruptcy Court for the District of Maryland against Mr. Young (the “Bankruptcy Case”), contending that Mr. Young’s debt to PETA was nondischargeable because it stemmed from the imposition of sanctions against him in the Tri-State Case. *People for the Ethical Treatment of Animals, Inc. v. Nevin Lawrence Young (In re Nevin Lawrence Young)*, Adv. No. 21-00147 (Bankr. D. Md. June 28, 2021).

11. PETA and Mr. Young ultimately entered into a settlement agreement to resolve the Bankruptcy Case (the “Bankruptcy Settlement Agreement”) (Exhibit 1 attached hereto).

12. The Bankruptcy Settlement Agreement, which took effect April 21, 2022, obligates Mr. Young to, among other things: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. Mr. Young has not satisfied these obligations under the Bankruptcy Settlement Agreement.

14. PETA has repeatedly sought to enforce these obligations through correspondence and demands delivered to counsel for Mr. Young.

15. PETA’s entreaties have been met with Mr. Young’s steadfast refusal to satisfy the contractual obligations he undertook in consideration for PETA’s release of the claims against him in the Bankruptcy Case.

16. Mr. Young’s refusal to satisfy his obligations under the Bankruptcy Settlement Agreement is based on an outlandish legal theory that those obligations were released by PETA pursuant to a settlement agreement with the Tri-State Defendants dated July 22, 2022 (the “Tri-State Case Settlement”) that resolved the Tri-State Case and other separate litigation between those parties.

17. The Tri-State Case Settlement resulted in the biggest roadside zoo rescue in PETA’s history, with the surrender of 72 animals, including bears, tortoises, and a squirrel monkey, from the Tri-State Zoo to reputable new homes.

18. Mr. Young erroneously contends that the Tri-State Case Settlement released him in his individual capacity from his obligations under the Bankruptcy Settlement Agreement.

19. The Tri-State Case Settlement, however, did not extinguish Mr. Young’s contractual obligations under the Bankruptcy Settlement Agreement, which he entered into with PETA personally.

20. Under the terms of the Bankruptcy Settlement Agreement, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

21. By this action for declaratory judgment, breach of contract, and anticipatory breach of contract, PETA seeks to enforce the terms of the Bankruptcy Settlement Agreement and recover contract damages in the amount of [REDACTED].

## JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction over this dispute pursuant to Md. Code Ann., Cts. & Jud. Proc. § 1-501.

23. This Court has personal jurisdiction over Defendant pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 because Defendant is domiciled in Maryland.

24. Venue is proper in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201(a) because Defendant resides in Anne Arundel County.

25. Moreover, [REDACTED]

[REDACTED]

[REDACTED]

## PARTIES

26. Plaintiff PETA is a 501(c)(3) non-profit public interest organization. PETA is the largest animal rights organization in the world with more than 9 million members and supporters.

27. Upon information and belief, Defendant Nevin Lawrence Young is, and at all material times was, a resident of the State of Maryland. Defendant is an attorney licensed to practice in Maryland.

## FACTUAL BACKGROUND

### **I. Defendant's Debt to PETA Stemming From Sanctions Imposed on Defendant for Orchestrating a Bad Faith Witness Intimidation Scheme**

28. On July 31, 2017, PETA filed its Complaint in the Tri-State Case.

29. Mr. Young served as counsel for the Tri-State Defendants in the Tri-State Case.

30. Among the Tri-State Defendants was the Tri-State Zoo's principal, Robert L. Candy ("Mr. Candy").

31. On November 12, 2019, three days before trial in the Tri-State Case, Mr. Candy swore out baseless criminal charges to a Commissioner with the District Court of Maryland for Allegany County against two of PETA's key witnesses for purported violations of the Maryland Wiretap Act, Md. Code Ann., Cts. & Jud. Proc. § 10-401 *et seq.*

32. In doing so, Mr. Candy acted at the direction of Mr. Young and under the guidance of a false statement drafted for him by Mr. Young.

33. Mr. Candy falsely claimed, based on Mr. Young's statement, that the court in the Tri-State Case had already found probable cause to believe the two witnesses had violated the Maryland Wiretap Act.

34. In truth, the court had not found, and never found, that PETA made any illegal recordings or otherwise violated the Maryland Wiretap Act.

35. On November 14, 2019, PETA moved for sanctions (the "Sanctions Motion") against both Mr. Young and the Tri-State Defendants for attempted witness intimidation. Along with its Sanctions Motion, PETA sought an award of costs and attorneys' fees incurred in the preparation of the Sanctions Motion and the hiring of separate counsel to defend its two witnesses against the falsely sworn felony wiretap charges.

36. On April 17, 2020, the court in the Tri-State Case granted PETA's Sanctions Motion in a Letter Order, concluding that when Mr. Candy "drummed up charges against [the two witnesses] on the eve of trial" he did so "in a bad faith attempt to intimidate PETA's witnesses and disrupt litigation." *People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc., et al.*, Case No. 1:17-cv-2148-PX, ECF No. 212 at 2 (D. Md. Apr. 17, 2020). The court expressly noted that when Mr. Candy "misdirected the state court charging officials by

claiming that th[e] Court had found probable cause to believe [the witnesses] violated the Maryland Wiretap Act,” he did so “with Young’s assistance.” *Id.* at 1.

37. In a subsequent Memorandum Opinion, the court in the Tri-State Case once again addressed Mr. Young’s culpability, noting that he had “admitted to assisting Candy in swearing out the criminal charges which included the mischaracterization of th[e] Court’s earlier rulings.” *People for the Ethical Treatment of Animals, Inc. v. Tri-State Zoological Park of W. Maryland, Inc., et al.*, 2020 WL 6363957, at \*1. The court further found that, “Candy, with Young’s help, had purposely misled the state court system to obtain criminal charges against PETA’s first two witnesses on the eve of the civil trial.” *Id.*

38. The court concluded that “PETA was entitled to recover reasonable attorneys’ fees and costs for litigating the sanctions motion and securing criminal defense counsel for [the witnesses at issue],” and awarded PETA \$56,655.77 (the “Debt”), consisting of \$56,041.25 in attorneys’ fees and \$614.52 in costs. *Id.* at 2–4. The court found Mr. Young and the Tri-State Defendants jointly and severally liable for the award. *Id.* at 3–4.

39. Maryland state prosecutors dismissed Mr. Candy’s false charges against the two witnesses.

## **II. The Litigation and Related Settlement Agreement Between PETA and Defendant**

40. On March 31, 2021, Mr. Young filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code. *See In Re: Nevin Lawrence Young*, Case No. 21-12076-DER (Bankr. D. Md.).

41. On June 28, 2021, PETA initiated an Adversary Proceeding against Mr. Young in the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Case”), contending, among other things, that the Debt and PETA’s bankruptcy claim against Mr. Young were nondischargeable under 11 U.S.C. § 523(a)(6). *See* Complaint ¶¶ 30–32, ECF No. 1, *PETA v. Young*, Adv. No. 21-00147 (Bankr. D. Md. June 28, 2021).

42. On April 21, 2022, PETA and Mr. Young entered into the Bankruptcy Settlement Agreement to resolve all claims between them in the Bankruptcy Case. *See Ex. 1.*

43. On the same day, PETA and Mr. Young filed a Joint Application for Approval of Settlement requesting, among other things, that the court enter an order authorizing and approving the settlement and dismissing the Bankruptcy Case with prejudice.

44. On May 18, 2022, the court in the Bankruptcy Case issued an order approving the Joint Application for Approval of Settlement and dismissed the adversarial proceeding with prejudice. *People for the Ethical Treatment of Animals, Inc. v. Nevin Lawrence Young (In re Nevin Lawrence Young)*, Adv. No. 21-00147, Doc. No. 45 (Bankr. D. Md. May 18, 2022).

**III. Defendant’s Breach of the Bankruptcy Settlement Agreement**

45. [REDACTED]

46. In addition, [REDACTED]

47. In furtherance of these objectives, [REDACTED]

48. Upon information and belief, [REDACTED]



[REDACTED]

[REDACTED]

49. Upon information and belief, [REDACTED]

[REDACTED]

[REDACTED]

50. Further, [REDACTED]

[REDACTED]

[REDACTED]

51. On January 30, 2023, counsel for PETA alerted counsel for Defendant that Mr. Young [REDACTED]

[REDACTED]

[REDACTED] See Ex. 2 at 28.

52. On January 31, 2023, counsel for Mr. Young conveyed his position that PETA had supposedly “released all ‘charges,’[] ‘complaints’, ‘claims,’ ‘obligations’ and ‘agreements[]’ that PETA had or which existed as to Mr. Young” on account of the Tri-State Case Settlement. *Id.* at 24–26.

53. The Tri-State Case Settlement released claims PETA had “against Defendants.” Ex. 3, § 8.a.

54. Mr. Young was not a defendant in the litigation resolved by the Tri-State Case Settlement.

55. Mr. Young was not a party to the Tri-State Case Settlement.

56. On February 23, 2023, counsel for PETA explained to counsel for Mr. Young that the Tri-State Case Settlement clearly resolved *only* the Tri-State Case, and that PETA’s release in

the Tri-State Case Settlement applies exclusively to claims that “PETA has, or may have had, *against Defendants* from the beginning of time through and including the Effective Date of th[e] Agreement.” *See* Ex. 2 at 21–22. “Defendants,” as defined in the Tri-State Case Settlement, does not encompass Mr. Young. *See* Ex. 3 at 1. Counsel for PETA further explained that the Bankruptcy Settlement Agreement relates to the Bankruptcy Case PETA brought against Mr. Young, and that Mr. Young’s breach of the Bankruptcy Settlement Agreement is not a claim against “Defendants” subject to the Tri-State Case Settlement Agreement. *See* Ex. 2 at 21–22.

57. On February 28, 2023, counsel for Mr. Young reiterated his erroneous legal theory

[REDACTED]

[REDACTED] *Id.* at 19.

58. PETA sent additional letters to counsel for Mr. Young on April 26, 2023; June 7, 2024; August 16, 2024; and October 14, 2024, reiterating its demand that Mr. Young comply with the terms of the Bankruptcy Settlement Agreement and reserving all rights to enforce them. *See* Ex. 2 at 1, 3, 5, 7–9. To this date, PETA has received no further response from counsel for Mr. Young.

59. [REDACTED]

[REDACTED]

[REDACTED]

60. In addition, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61. Mr. Young, by counsel, has unequivocally communicated to PETA his refusal to

[REDACTED]

[REDACTED]

*See* Ex. 2 at 19, 21–26.

**CAUSES OF ACTION**

**COUNT I – DECLARATORY JUDGMENT**

62. PETA adopts and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

63. PETA is a “person” as that term is defined by Md. Code Ann., Cts. & Jud. Proc. § 3-401.

64. This Court has jurisdiction to grant the relief requested herein pursuant to Md. Code Ann., Cts. & Jud. Proc. § 3-403(a).

65. PETA is a “person interested under a . . . written contract . . . whose rights . . . are affected by a . . . contract” entitling it to a determination of rights thereunder. Md. Code Ann., Cts. & Jud. Proc. § 3-406. And such a determination of rights is appropriate at this time. *See id.* § 3-407.

66. An actual controversy exists between PETA and Mr. Young inasmuch as the parties dispute whether the terms of the Tri-State Case Settlement released Mr. Young of his obligations under the Bankruptcy Settlement Agreement. *See id.* § 3-409(a)(1).

67. A declaratory judgment by this Court will terminate this controversy and determine whether Mr. Young was

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WHEREFORE, Plaintiff PETA respectfully requests this Court to:

1. Determine and adjudicate the rights and liabilities of the parties under the Bankruptcy Settlement Agreement;
2. Find and declare that Mr. Young was obligated to [REDACTED]  
[REDACTED]  
[REDACTED];
3. Find and declare that Mr. Young was obligated to [REDACTED]  
[REDACTED]  
[REDACTED];
4. Find and declare that Mr. Young was obligated to [REDACTED]  
[REDACTED]  
[REDACTED];
5. Find and declare that Mr. Young is obligated to [REDACTED]  
[REDACTED]; and
6. Award Plaintiff such other and further relief as in law and justice it may be entitled to receive.

**COUNT II – BREACH OF CONTRACT**

68. PETA adopts and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

69. PETA and Mr. Young entered into the Bankruptcy Settlement Agreement.

70. PETA complied in all respects with its obligations under the Bankruptcy Settlement Agreement.

71. Mr. Young materially breached the Bankruptcy Settlement Agreement by failing to

[REDACTED]

72. PETA has been injured as a direct and foreseeable result of Mr. Young's breach of contract.

73. Pursuant to the terms of the Bankruptcy Settlement Agreement, [REDACTED]

[REDACTED]

WHEREFORE, Plaintiff PETA respectfully requests this Court enter judgment in favor of Plaintiff and against Defendant Nevin Lawrence Young in the amount of [REDACTED], an award of pre-judgment and post-judgment interest, and such other relief as may be just and proper.

**COUNT III – ANTICIPATORY BREACH OF CONTRACT**

74. PETA adopts and incorporates by reference paragraphs 1 through 61 as if fully set forth herein.

75. PETA and Mr. Young entered into the Bankruptcy Settlement Agreement.

76. PETA complied in all respects with its obligations under the Bankruptcy Settlement Agreement.

77. Mr. Young's statements, through his counsel, that PETA released Mr. Young from his contractual obligations under the Bankruptcy Settlement Agreement because PETA entered into the Tri-State Case Settlement Agreement were a definite, positive, and unconditional refusal to perform his obligation to [REDACTED]

[REDACTED]

[REDACTED], and thereby constituted an anticipatory breach and repudiation of Mr. Young's obligations under the Bankruptcy Settlement Agreement.

78. PETA has been and will be injured as a direct and foreseeable result of Mr. Young's anticipatory breach of contract.

79. Pursuant to the terms of the Bankruptcy Settlement Agreement, [REDACTED]

[REDACTED]

WHEREFORE, Plaintiff PETA respectfully requests this Court enter judgment in favor of Plaintiff and against Defendant Nevin Lawrence Young in the amount of [REDACTED], an award of pre-judgment and post-judgment interest, and such other relief as may be just and proper.

Date February 24, 2025

Respectfully submitted,

/s/ Kirk E. MacKinnon Morrow

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\*Motion for Special Admission of Out-of-State  
Attorney forthcoming.

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