

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
*Southern Division*

**SOLOMONS ONE, LLC,**

\*

**PLAINTIFF,**

\*

v.

**CASE NO.: PWG-14-627**

\*

**CHARLES DONNELLY, et al.,**

\*

**DEFENDANTS.**

\*

\* \* \* \* \*

**MEMORANDUM OPINON AND ORDER**

Solomons One, a Maryland LLC, filed for chapter 11 bankruptcy and then instituted an adversarial action against Defendants Charles Donnelly and Deborah Steffen, who are two of its six members. Stmt. & Concl. 2, ECF No. 1. At issue is an Assignment of Contract Rights (“Assignment”) that “purports to assign from Plaintiff to Donnelly . . . certain rights to construct a pier on the Patuxent River adjacent to real property partially owned by Plaintiff.” *Id.* Plaintiff challenges the validity of the Assignment by, *inter alia*, seeking in Count 1 “an order declaring that the Assignment was not authorized in accordance with the terms of Plaintiff’s operating agreement.” *Id.* The parties filed cross-motions for summary judgment in *In re Solomons One, LLC*, 13-24475-TJC, and *Solomons One v. Donnelly*, 13-580-TJC. Bankruptcy Judge Thomas J. Catliota submitted his Proposed Statement of Material Facts Not in Dispute and Proposed Conclusions of Law Granting Summary Judgment to Plaintiff on Count 1 (“Statement and Conclusions”), to this Court pursuant to 28 U.S.C. § 157(c)(1), Fed. R. Bankr. P. 9033, and Loc. Bankr. R. 9033-1. Judge Catliota “concludes that the Assignment was not authorized in accordance with the terms of Plaintiff’s operating agreement,” such that Plaintiff holds the rights to the pier. Stmt. & Concl. 3. On that basis, the court “grants summary judgment to Plaintiff on

Count 1 and avoids the Assignment, and denies Defendants' motion to dismiss or for summary judgment on that count." *Id.* at 4. Additionally, Judge Catliota dismisses Counts 2, 3, and 4 without prejudice as moot. *Id.* at 20.

Fed. R. Bankr. P. 9033(d) provides that "[t]he district judge shall make a de novo review upon the record or, after additional evidence, of any portion of the bankruptcy judge's findings of fact or conclusions of law *to which specific written objections have been made* in accordance with this rule." (emphasis added). Neither party has filed an objection to the bankruptcy court's findings. *See* Docket; Fed. R. Bankr. P. 9033(b). Failure to file timely written objections to the bankruptcy judge's findings constitutes a waiver of the right to appeal this Court's order adopting the findings. *See In re Nantahala Village, Inc.*, 976 F.2d 876, 880 (4th Cir. 1992).

I have reviewed the bankruptcy court's Statement and Conclusions, to which no objections have been filed, and I have independently reviewed the record. I agree with the findings and the outcome that the bankruptcy court reached. It is, this 14th day of May, 2014  
ORDERED that:

1. Judge Catliota's Proposed Statement of Material Facts Not in Dispute and Proposed Conclusions of Law Granting Summary Judgment to Plaintiff on Count 1, ECF No. 1, BE, and **HEREBY IS, ADOPTED AS AN ORDER OF THE COURT**; and, as stated in the Statement and Conclusions:

- a. Summary judgment **IS GRANTED** to Plaintiff on Count 1;
  - b. Defendants' motion to dismiss or for summary judgment on Count 1 **IS DENIED**;
- and
- c. Counts 2, 3, and 4 **ARE DISMISSED** without prejudice as moot; and

