

Circuit Court for Baltimore City
Case No. 24-C-24-001217

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 233

September Term, 2025

JEANNIE POHLHAUS

v.

BALTIMORE MUNICIPAL GOLF CORPORATION

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

JJ.

Opinion by Arthur, J.

Filed: June 11, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellant Jeannie Pohlhaus broke her ankles and fractured her tibia when she accidentally stepped into a hole at a public golf course in Baltimore City. She asserted a negligence claim against appellee Baltimore Municipal Golf Corporation, the entity that operates the course on Baltimore City’s behalf.

Upon the completion of discovery, Baltimore Municipal Golf moved for summary judgment. The Circuit Court for Baltimore City granted the motion.

Ms. Pohlhaus appealed. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On September 16, 2021, Ms. Pohlhaus was golfing at the Mount Pleasant Golf Course. As she was walking to her golf cart, she stepped into a small hole that was camouflaged by dried grass. She fell, injuring her ankles and tibia.

On March 7, 2024, Ms. Pohlhaus, through counsel, filed suit against Baltimore Municipal Golf. In essence, she asserted a premises liability claim. She alleged that she had been an invitee of Baltimore Municipal Golf; that Baltimore Municipal Golf did not properly maintain the grounds to assure that they remained safe to use and did not warn her of the danger created by the hole; and that, as a consequence, she suffered her injuries.

On May 10, 2024, Ms. Pohlhaus amended the complaint to add the Mayor and City Council of Baltimore as an additional defendant. She appears, however, never to have served the amended complaint on the additional defendant.

Over the course of the next year, the parties conducted discovery. Ms. Pohlhaus answered interrogatories and deposed Baltimore Municipal Golf’s executive director; Baltimore Municipal Golf produced documents and deposed Ms. Pohlhaus.

On January 29, 2025, the deadline established by the court’s scheduling order, Baltimore Municipal Golf moved for summary judgment. In support of its motion, Baltimore Municipal Golf argued that there were no genuine disputes of material fact and that it was entitled to judgment as a matter of law on the grounds that: (1) Ms. Pohlhaus’s claims were barred by the doctrine of governmental immunity, as her injury occurred in a public park; (2) that Ms. Pohlhaus could not establish a claim for negligence against Baltimore Municipal Golf, as it had no knowledge of the hole or depression into which she fell; and (3) that Ms. Pohlhaus assumed the risk of her injuries as a matter of law because, Baltimore Municipal Golf said, they were a “risk[] inherent” in the sport of golf.

On March 5, 2025, the circuit court heard legal argument on Baltimore Municipal Golf’s motion for summary judgment. Ms. Pohlhaus’s attorney attended the hearing and argued on her behalf.

At the end of the hearing, the court announced that it would grant the motion on two grounds: (1) that Baltimore Municipal Golf had no notice of the hole into which Ms. Pohlhaus fell; and (2) that Ms. Pohlhaus assumed the risk of her injuries as a matter of

law. The court declined to place its decision on the ground of governmental liability. On March 26, 2025, the court embodied its decision in a written order.¹

On April 2, 2025, Ms. Pohlhaus, representing herself, noted an appeal.²

QUESTIONS PRESENTED

Ms. Pohlhaus’s brief poses two questions, which we have reformulated into one:

Did the circuit court err in granting Baltimore Municipal Golf’s motion for summary judgment?³

¹ In her brief, Ms. Pohlhaus asserts that the court did not disclose the bases for its decision. She is incorrect. Although the written order, on its face, does not disclose the bases for the decision, the court explained its rationale at the hearing on March 5, 2025.

² Although Ms. Pohlhaus’s amended complaint named the Mayor and City Council of Baltimore as an additional defendant, she appears not to have effectuated service of process on that defendant. Thus, because the entry of summary judgment disposed of all claims against the only party that had been properly served, the order is final and appealable. *Turner v. Kight*, 406 Md. 167, 172 n.3 (2008); *State Highway Admin. v. Kee*, 309 Md. 523, 529 (1987); *Swarey v. Stephenson*, 222 Md. App. 65, 81 (2015).

³ Ms. Pohlhaus formulated her questions as follows:

[1.] The Standard of Review for Question Presented Number One is whether the Circuit Court for Baltimore City was clearly erroneous in granting Summary Judgment when the Defendant (Baltimore Municipal Golf Corporation) carried commercial liability insurance to cover bodily injury.

[2.] The Standard of Review for Question Presented Number Two is whether the Circuit Court for Baltimore City was clearly erroneous in granting Summary Judgment when the Defendant (Baltimore Municipal Golf Corporation) failed to comply with Plaintiff’s repeated discovery requests.

STANDARD OF REVIEW

When a party moves for summary judgment, the court “shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f).

In an appeal from the grant of summary judgment, this Court conducts a de novo review to determine whether the circuit court’s conclusions were legally correct. *See, e.g., D’Aoust v. Diamond*, 424 Md. 549, 574 (2012). “[W]e determine whether the parties properly generated a dispute of material fact and, if not, whether the moving party is entitled to judgment as a matter of law.” *Blackburn Ltd. P’ship v. Paul*, 438 Md. 100, 107 (2014) (citations and quotation marks omitted). We “consider[] the record in the light most favorable to the nonmoving party and construe[] any reasonable inferences that may be drawn from the facts against the moving party.” *Id.* at 107-08 (citations and quotation marks omitted).

Ordinarily, we may affirm the grant of summary judgment only on the grounds on which the circuit court relied. *See, e.g., Selective Way Ins. Co. v. Fireman’s Fund Ins. Co.*, 257 Md. App. 1, 34 (2023).⁴

DISCUSSION

“In a negligence action, a plaintiff bears the burden of proving: ‘1) that the defendant was under a duty to protect the plaintiff from injury, 2) that the defendant

⁴ Consequently, we cannot affirm the grant of summary judgment on the ground that Ms. Pohlhaus’s claims were barred by the doctrine of governmental immunity.

breached that duty, 3) that the plaintiff suffered actual injury or loss, and 4) that the loss or injury proximately resulted from the defendant’s breach of that duty.” *Steamfitters Local Union No. 602 v. Erie Ins. Exch.*, 469 Md. 704, 727 (2020) (quoting *Rowhouses, Inc. v. Smith*, 446 Md. 611, 631 (2016)); accord *Moore v. CVS Pharmacy Inc.*, ___ Md. App. ___, 2026 WL 1506259, at *8 (May 29, 2026). “Because premises liability is based on principles of negligence, a claim for premises liability requires proof of the same four elements required for any negligence claim.” *Moore v. CVS Pharmacy Inc.*, ___ Md. App. at ___, 2026 WL 1506259, at *8.

“The duty owed by the possessor or owner of property to a person injured on the property depends on the status of the injured person at the time of the incident.” *Id.*

““The highest duty is that owed to an invitee; it is the duty to use reasonable and ordinary care to keep [the] premises safe for the invitee and to protect [the invitee] from injury caused by an unreasonable risk which the invitee, by exercising ordinary care for [the invitee’s] own safety will not discover.”” *Davis v. Regency Lane, LLC*, 249 Md. App. 187, 207 (2021) (quoting *Richardson v. Nwadiuko*, 184 Md. App. 481, 489 (2009)) (further citation and quotation marks omitted); accord *Moore v. CVS Pharmacy Inc.*, ___ Md. App. at ___, 2026 WL 1506259, at *8. Baltimore Municipal Golf tacitly agrees that Ms. Pohlhaus was an invitee.

Invitees are entitled to assume that an owner or occupier “will exercise reasonable care to inspect the premises for any unsafe conditions and to protect or warn customers against unsafe conditions.” *Moore v. CVS Pharmacy Inc.*, ___ Md. App. at ___, 2026 WL 1506259, at *8. Although owners or occupiers ““are not insurers of their customers’

safety,’ they may be liable if [an invitee’s] injury results from a failure to exercise ordinary care.” *Id.* (quoting *Giant Food, Inc. v. Mitchell*, 334 Md. 633, 636 (1994)). To establish the failure to exercise ordinary care, the invitee must show that the owner or occupier “‘had actual or constructive knowledge’ that the dangerous condition existed.” *Rehn v. Westfield America*, 153 Md. App. 586, 593 (2003) (quoting *Moulden v. Greenbelt Consumer Servs., Inc.*, 239 Md. 229, 232 (1965)).

In this case, Ms. Pohlhaus could not establish that Baltimore Municipal Golf had actual or constructive knowledge of the existence of the dangerous condition—the small hole that was camouflaged by dried grass. In her deposition, Ms. Pohlhaus agreed that she herself “never saw the hole before she stepped into it.” She also agreed that Baltimore Municipal Golf’s maintenance crew “wouldn’t have seen that [it] was a hole.” She stated: “You couldn’t tell it was a hole until I stepped on it.” She came forward with no evidence to suggest that Baltimore Municipal Golf had any inkling of the existence of the hole before she stepped into it and suffered her injuries.

On these facts, no reasonable jury could find that Baltimore Municipal Golf had the requisite knowledge of the existence of a dangerous condition on its premises. *See Macias v. Summit Mgmt., Inc.*, 243 Md. App. 294, 338 (2019) (holding that there was no evidence that defendants had actual or constructive notice of dangerous condition on property where there was “no evidence that anyone ever had been harmed” by the condition and there were no “visible defects that might have put [the defendants] on notice that someone could be injured”). For that reason, the circuit court did not err in entering summary judgment against Ms. Pohlhaus.

In her brief, Ms. Pohlhaus asserts that Les Doyle, a Baltimore Municipal Golf employee, testified that “he was aware of holes on the WALKING PATHS TO THE TEE BOXES” and that Baltimore Municipal Golf “had a crew out to fix the holes on the day before the injury[.]” (Emphasis in original.) According to Ms. Pohlhaus, Mr. Doyle “testified, I SENT THE GUYS OUT THERE TO FILL IN THE HOLES THE DAY BEFORE THE INCIDENT[;] I CAN’T BELIEVE THEY MISSED THAT ONE.” (Emphasis in original.)

Ms. Pohlhaus supports her assertions with citations to excerpts Mr. Doyle’s deposition testimony. The cited excerpts do not support Ms. Pohlhaus’s assertions. In those excerpts, Mr. Doyle testified that, in a telephone conversation a day or so after she had suffered her injuries, he told Ms. Pohlhaus that he “had mentioned to the grounds crew that we needed to add this worn area to their fall seeding schedule.”⁵ Mr. Doyle did not tell Ms. Pohlhaus that Baltimore Municipal Golf knew or somehow should have known of the camouflaged hole before she suffered her injuries.

Ms. Pohlhaus stresses that Baltimore Municipal Golf had liability insurance to cover claims such as hers. “Evidence that a person was or was not insured against liability is,” however, “not admissible upon the issue whether the person acted negligently or otherwise wrongfully.” Md. Rule 5-411. In any event, “[u]nder the typical liability insurance policy,” the insurer must not only “indemnify the insured . . .

⁵ Ms. Pohlhaus’s record extract contains only a fragment of the sentence in question because her extract omits the next page of the deposition transcript. We found the complete sentence in an appendix to Baltimore Municipal Golf’s brief.

for the payment of a judgment based on a liability claim which is covered’ by the policy” but must also “‘defend the insured against a liability claim which is covered or which is potentially covered’ by the policy.” *Selective Way Ins. Co. v. Nationwide Prop. & Cas. Ins. Co.*, 242 Md. App. 688, 709-10 (2019) (quoting *Mesmer v. Maryland Auto. Ins. Fund*, 353 Md. 241, 257 (1999)). “This type of insurance ‘is in effect “litigation insurance” procured by an insured to protect the insured ‘from the expense of defending suits brought against [it].’” *Id.* at 710 (quoting *Aetna Cas. & Sur. Co. v. Cochran*, 337 Md. 98, 110 (1995)) (further citation omitted). The existence of insurance proves only that Baltimore Municipal Golf prudently sought to defray the expense of defending claims for bodily injury, whether meritorious or not.

Ms. Pohlhaus asserts that the court erred in granting summary judgment because, she says, Baltimore Municipal Golf “repeatedly ignored” her discovery requests. The record does not support her assertion. Although Ms. Pohlhaus moved to compel discovery, the court denied her motion because of her failure to comply with the certificate requirement of Maryland Rule 2-431.⁶ And although Ms. Pohlhaus could have opposed the grant of summary judgment by submitting an affidavit stating that “the facts

⁶ Rule 2-431 states:

A dispute pertaining to discovery need not be considered by the court unless the attorney seeking action by the court has filed a certificate describing the good faith attempts to discuss with the opposing attorney the resolution of the dispute and certifying that they are unable to reach agreement on the disputed issues. The certificate shall include the date, time, and circumstances of each discussion or attempted discussion.

essential to justify the opposition cannot be set forth” because of a failure of discovery (*see* Md. Rule 2-501(d)), she did not do so.

In summary, the circuit court did not err in entering summary judgment against Ms. Pohlhaus because of her failure to establish that Baltimore Municipal Golf had notice of the defective condition on its premises. In view of our resolution of that issue, we need not consider whether stepping into a camouflaged hole is an inherent risk of playing golf and, thus, whether Ms. Pohlhaus, as a matter of law, assumed the risk of her injuries.

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