Circuit Court for Anne Arundel County
Case No. C-02-CV-23-001777

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1792

September Term, 2024

NILOS T. SAKELLARIOU, ET AL.

v.

SOUTHAVEN COMMUNITY ASSOCIATION, INC.

Arthur,
Shaw,
Raker, Irma S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Arthur, J.

Filed: February 19, 2026

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

An incorporated homeowners association filed suit against two homeowners in an attempt to establish an easement over their property. After issuing a confusing oral and written ruling on the issue of joinder, the Circuit Court for Anne Arundel County determined that the association could not pursue the action unless it named every one of its members as defendants within 20 days.

The association moved to voluntarily dismiss its complaint, without prejudice. The court granted the motion. In addition, the court implicitly denied the homeowners' motion for sanctions.

The homeowners appealed. We affirm.

BACKGROUND

This case began as a dispute concerning an easement or right-of-way over a piece of real property near the South River in Anne Arundel County. Appellee Southhaven Community Association, Inc., claims to own the right-of-way, which, it says, leads to a community beach that the Association owns. The Association contends that the right-of-way runs over the property at 721 Riverview Terrace, which is owned by appellants Nilos and Kelley Sakellariou.

In August 2023 the Association filed suit against the Sakellarious in the Circuit Court for Anne Arundel County. In the first four counts of its amended complaint, the Association requested declaratory and injunctive relief, asserting that it had acquired the easement by means of a plat; that it had the right to an easement by necessity; that it had acquired an easement by prescription; and that it had acquired an easement by "implied

grant." In the fifth and sixth counts, the Association included duplicative claims for injunctive and declaratory relief. The caption of the final count read, "Declaratory Judgment/Quit Title." "Quit Title" presumably means "quiet title."

In January 2024 the Association moved for summary judgment (or, more precisely, for partial summary judgment) on the claim that it had acquired an implied easement by plat. In brief, the Association asserted that on April 2, 1975, the parties' predecessor-in-title, Historical Development Corporation, had recorded a plat that showed two planned but unbuilt roads: "Riverview Drive," which roughly parallels the riverfront, and "Beach Parkway," which runs perpendicularly from Riverview Drive to the river. Although the 1975 plat is difficult to read, we have attached it in the appendix to this opinion for whatever aid it may afford to the reader.

The Association alleged that in 1987 Historical Development Corporation conveyed title to the roadbed of part of what would have been Riverview Drive to the immediate predecessors-in-title. The Sakellarious acquired that property in 1995.

The Sakellarious' property appears to consist of Lots 16 through 19, which border Riverview Drive on the 1975 plat. Riverview Drive and Beach Parkway were never built.

In its motion for summary judgment, the Association argued that the 1975 plat "establishes" Riverview Drive as a "Common Use R/W," or right-of way. The Association argued that on April 10, 1975, eight days after the plat was recorded, Historical Development Corporation conveyed a beachfront recreation area and a path to

the Association. The deed for the recreation area and path did not expressly create a right of access over the adjacent lands, but it did refer to the recent plat, which showed Riverview Drive and Beach Parkway. Quoting *Boucher v. Boyer*, 301 Md. 679, 689 (1984), the Association argued that "'a deed that is silent as to the right of way but refers to a plat that establishes such a right of way creates a rebuttable presumption that the parties intended to incorporate the right of way in the transaction.'" Thus, the Association concluded that it had a right-of-way over the planned roadbed of Riverview Drive, at least part of which the Sakellarious now owned.

The Sakellarious opposed the motion for summary judgment, largely on procedural grounds. Among other things, the Sakellarious argued that two or three other properties were situated similarly to theirs. Because the Association's lawsuit was predicated on using "'paper alleys'" marked on a plat in order to gain access to the beach, the Sakellarious argued that the Association could claim a right of access over the property of anyone who now owned part of the roadbed of Riverview Drive or Beach Parkway. The Sakellarious also argued that the Association had a 10-foot right-of-way to the beach, separate from the right-of-way that the Association claimed over the Sakellarious' property. The Sakellarious later conceded, however, that the 10-foot right-of-way "effectively leads to four other parcels without any real access to anything" and that the community beach and the 10-foot right-of-way are "landlocked."

A few days after they opposed the Association's motion for summary judgment, the Sakellarious moved to dismiss the amended complaint on the ground that the

Association had failed to join "necessary parties." As they did in the opposition to the Association's motion for summary judgment, the Sakellarious argued that the Association's claims implicated the interests of other landowners. The Sakellarious specifically identified a discrete number of landowners whom they characterized as necessary parties. Based on the description in the Sakellarious' motion and the plats contained in the record extract, the alleged necessary parties appear to be the owners of the other lots along the roadbed of Riverview Drive and Beach Parkway.[1]

The Association opposed the motion to dismiss. Among other things, it argued that the persons identified in the motion were not necessary parties, because they had no interest in the Sakellarious' property. In addition, the Association argued that one of the alleged necessary parties—the owner of the parcel designated as Lot 35 on the 1975 plat—had consented to the relief requested by the Association.

On April 5, 2024, the circuit court held a hearing on the Sakellarious' motion to dismiss. The Sakellarious spoke first.

The Sakellarious began by citing section 14-608(a) of the Real Property Article of the Maryland Code (1974, 2023 Repl. Vol.), which applies to quiet title actions. That statute states: "The plaintiff shall name as defendants in an action under this subtitle"—i.e., in an action to quiet title—"the persons having adverse claims to the title of the

[1] At a hearing on April 5, 2024, the Sakellarious appear to have represented that the lots in or along the roadbed of Riverview Drive have been "consolidated" into a total of two lots, one of which appears to be theirs. The lots along the roadbed of Beach Parkway appear to be the lots designated as Lot 35 and possibly Lot 34 on the 1975 plat.

plaintiff that are of record or known to the plaintiff or reasonably apparent from an inspection of the property against which a determination is sought."

The Sakellarious argued that because the Association claimed that its beach property was "landlocked," the Association must join "any of the adjoining properties that are landlocking them." The Sakellarious also argued that because the Association claimed to have a right of access to the beach property via Riverview Drive or Beach Parkway, the Association's arguments applied to everyone who owned part of the roadbed of those unconstructed roads. The Sakellarious complained that the Association had "cherry pick[ed]" them as defendants. They speculated that the Association had not joined some of the adjoining landowners because they were on the Association's board.

The court asked whether the owners of every property within the Southhaven Community Association must be made parties. Counsel for the Sakellarious responded: "I wouldn't be making that"—apparently meaning "that argument."

The Sakellarious had given the court a color-coded copy of a plat—it is not clear which. Although the record extract contains black-and-white copies of several different plats, at least one of which has markings on it, the extract does not contain a color-coded copy of any plat. Nonetheless, we can tell from the Sakellarious' comments that, on the plat that they presented to the court, the property owned in fee simple by the Association—the community beach on the South River—was highlighted in yellow.

The court asked whether the Association could "cure the deficiency by adding as defendants anybody[] whose land abuts . . . the portion in yellow"—i.e., anyone whose

land abuts the beach property owned by the Association. The Sakellarious responded: "Correct."

Although the Sakellarious' motion to dismiss referred to the failure to join "necessary parties," the Sakellarious stressed that their objection was broader than an objection that the Association had failed to join parties whose joinder was required under Maryland Rule 2-211. The Sakellarious referred again to the quiet title statute, which, they said, "directly ties in these additional parties." The Sakellarious did not explain how the adjoining landowners had "adverse claims to the title of the *plaintiff*"—i.e., the Association—the prerequisite for joinder under the quiet title statute.

When the Association addressed the court, it said that the Sakellarious had identified the owners of "three properties" as "necessary parties"—the owners of Lots 34 and 35, which are beachfront properties that appear to abut the Association's beachfront property, and the owners of the "Northern Lots," which are apparently north of the paper roadway of Riverview Drive.[2] The Association asserted that the owner of Lot 35 and the owners of the "Northern Lots" had signed affidavits consenting to the relief requested by the Association and that the affidavits had been filed with the court. Citing *City of Bowie v. MIE Properties, Inc.*, 398 Md. 657 (2006), the Association argued that the Association

[2] The parties sometimes refer to some or all of the "Northern Lots" as the "View Lots." This is apparently because those lots are adjacent to the letters "view" in the words "Riverview Drive," as shown on the 1975 plat.

need not join parties who had knowledge of the pending action and declined to join it. The court disagreed, citing the quiet title statute.[3]

The court asked whether some of the adjoining landowners might have a right to the easement that the Association was trying to establish. The Association said that "they may." The court responded by suggesting that under section 14-608 of the Real Property Article the Association must join the owners because their interest may be "adverse," apparently to the Sakellarious.[4]

Ultimately, the court announced that it would deny the motion to dismiss. The court stated: "The plaintiff is to join all persons having a claim adverse or otherwise to that of the plaintiff over the subject property within 20 days." The court did not identify the specific parties whom the Association was required to join.

[3] In *City of Bowie v. MIE Properties, Inc.*, 398 Md. at 703-04, the Court endorsed the proposition that if a party is directly interested in a suit, has knowledge of its pendency, but neglects or refuses to appear and avail itself of its rights, the party's rights are concluded as if the party had been named as a party to the case. In that case, the City of Bowie sought and obtained a declaration that a restrictive covenant prohibited a landlord from leasing its space to a dance studio, which was not a party to the case. Because the owner of the dance studio submitted an affidavit, testified at trial, and was "undeniably" aware of the lawsuit affecting her interests, the Court held that the circuit court did not abuse its discretion in declaring that the covenants were enforceable and enjoining the violation of the covenants. *Id.* at 704-05.

[4] Under section 14-608, however, the plaintiff must join "the persons having adverse claims to the title of *the plaintiff* that are of record or known to the plaintiff or reasonably apparent from an inspection of the property against which a determination is sought." (Emphasis added.) And section 14-608 applies only to the extent that the plaintiff seeks to quiet title. Thus, section 14-608 applies, at most, only to Count VI of the Association's complaint, whose caption includes the words "Quit Title."

Moments later, in response to a request for clarification from the Association, the court stated that "all persons having any claim adverse to those of plaintiff or any claim to the property that is the subject of this dispute, whether it's adverse or not, shall be joined as defendants." Again, the court did not identify the specific parties whom the Association was required to join.

A moment later, just after the court excused the parties, the court clerk asked the court for the wording of the order. The court stated: "All parties having any claim to the subject property shall be joined as defendants within 20 days." Once again, the court did not identify the parties whom the Association was required to join.

The court's comments suggest that its order extended only to the limited group of landowners—the owners of Lot 34, Lot 35, and the "Northern Lots"—whom the parties had identified at the hearing. The court told the Association: "It's not going to cost you anything if they already agree with you. They're all going to say we consent."

After the hearing, the court signed a "Civil Hearing Sheet," which was entered on the docket on April 9, 2024. Although the hearing sheet stated that it was an order of the court, its substance did not match any of the court's several oral directives at the hearing itself. The hearing sheet stated: "Plaintiff to name all appropriate Parties making claim subject property to Defendant [sic] within in [sic] 20 days."

On April 9, 2024, the Sakellarious moved to amend the order. They cited the quiet title statute and asserted that the order did not accurately reflect the court's oral rulings at the hearing on April 5, 2024. They asked the court to amend the order to state: "Plaintiff

to add, as defendants, all persons having adverse claims to the title of the plaintiff in a manner consistent with Real Property Code Ann. § 14-608 within 20 days." On April 29, 2024, the court denied the motion to amend.

The Association did not amend its complaint within 20 days, as required by the order of April 9, 2024. Consequently, on May 13, 2024, the Sakellarious filed what they called a motion for "summary judgment," which reiterated their arguments that the Association had failed to join necessary parties and parties whose joinder was required under the quiet title statute. As before, the Sakellarious identified a discrete number of lots whose owners, they said, might be affected by the relief that the Association had requested. The Sakellarious specifically identified what they called the "Northern Lots" and the "Drive Lots," which adjoin the (unconstructed) Riverview Drive on either side of the Association's 10-foot right-of-way;[5] and Lot 35, the beachfront property that abuts the Association's 10-foot right-of-way.

The Association opposed the motion for "summary judgment." It attached affidavits from the owner of the "Northern Lots," which it identified as Lots 20 through 24 on the 1975 plat; the owner of the "Drive Lot," which it identified as Lot 34; and the owner of Lot 35. In those affidavits, the owners stated that they consented to the relief sought by the Association and did not wish to be added as parties. Citing *Rounds v. Maryland National Capital Park and Planning Commission*, 441 Md. 621, 648 (2015),

[5] The "Drive Lots" or "Drive Lot" apparently is (or are) adjacent to the word "Drive" in Riverview Drive, as shown on the 1975 plat.

the Association argued that a court may excuse the non-joinder of necessary parties if the plaintiff demonstrates, "'without resorting to self-serving hearsay declarations,'" that the parties clearly had knowledge of the litigation and purposefully declined to join despite being able to join. The Association concluded that, even if the owners of the "Northern Lots," the "Drive Lot," and Lot 35 were otherwise required to be joined, their affidavits relieved the Association of the obligation to join them.

In addition, the Association argued it had asserted claims for declaratory relief and had not brought a quiet title action under Title 14 of the Real Property Article. In support of that argument, the Association observed that section 14-108(a) of the Real Property Article authorizes a person in "actual" or "constructive" possession of property to bring an action to quiet title. The Association correctly observed, however, that an easement is not a possessory interest in property. *See, e.g.*, *Lindsay v. Annapolis Roads Prop. Owners Ass'n*, 431 Md. 274, 291 (2013). Therefore, the Association concluded, the joinder requirements of the quiet title statute could not apply to its complaint.[6]

In a reply to the Association's opposition to the motion for "summary judgment," the Sakellarious cited the circuit court's oral comments at the hearing on April 5, 2024.

On July 12, 2024, while the Sakellarious' motion for "summary judgment" was pending, the Association moved for clarification of the circuit court's order of April 9, 2024. The Association began with the language of the court's written order: "Plaintiff to

[6] The Association did not discuss the reference to "Quit Title" in the caption to the final count of its amended complaint.

name all appropriate Parties making claim subject property to Defendant [sic] within in [sic] 20 days." Citing the Sakellarious' unsuccessful motion to amend the order, the Association argued that both parties were confused by its language. The Association asserted that, in accordance with the language of the order, it had attempted to determine whether anyone else was making a claim to the defendants' property—i.e., to the Sakellarious' property—but had found no one. In addition, the Association pointed out that, in response to the Sakellarious' motion for "summary judgment," it had filed affidavits in which each of the persons whom the Sakellarious had identified as parties who must be joined had stated that they consented to the relief sought by the Association and did not wish to participate in the lawsuit. Finally, the Association observed that the order itself did not identify the parties whom the Association was required to join. The Association later informed the court that it had requested clarification at the suggestion of a second circuit court judge, who had presided over another proceeding in this case.

On July 16, 2024, the Sakellarious filed a document that purported to be both an opposition to the Association's motion for clarification and a motion for sanctions under Maryland Rule 1-341. In that document the Sakellarious offered their interpretation of the order of April 9, 2024: the obligation to "name all appropriate Parties making claim subject property to Defendant" was, the Sakellarious said, an obligation "to name all appropriate Parties making claim to the subject property as Defendant**s**." The Sakellarious remarked that the court had dictated that language to the clerk at the conclusion of the hearing on April 5, 2024. They did not assert that the Association was

obligated to join anyone other than the owner of the "Drive Lot," the owner of the "Northern Lots," and the owner of Lot 35.

The Sakellarious pivoted to the motion for sanctions. They complained that the Association had failed to follow the court's "oral directives" even after the Sakellarious had attached a copy of the transcript of the April 5, 2024, hearing to their motion for "summary judgment." They also complained that because of the Association's allegedly wrongful conduct, they had been obligated to obtain a transcript of the hearing, to prepare a pretrial statement, to attend a pretrial conference, and to oppose the motion for clarification.

The court convened a hearing on August 27, 2024. The hearing took place before the judge who had presided over the hearing on April 5, 2024, and had issued the order dated April 9, 2024.

At that hearing, the court explained its earlier order. The court said: "If there's an HOA involved and the HOA might be the title owner of the property, then you sue—you name every member of the HOA as a defendant." The Association asked whether the court meant that it had to join "every person who has a membership interest" in the Association, which, it noted, is a corporation that may have as many as "several hundred" members. The court responded that the Association "needs to join its members as defendants." A few minutes later, after the Sakellarious had argued that they were entitled to sanctions because the Association had not complied with the court's earlier

order, the court said: "anybody who would benefit from that easement is a necessary party." The court cited no authority for its ruling.

The court gave the Association 20 days to amend its complaint and to join all of its members. The court did not decide the Sakellarious' motion for sanctions.

The court memorialized its rulings in a civil hearing sheet dated August 27, 2024. The civil hearing sheet stated: "Plaintiff to Amend Complaint to add all necessary parties to case within 20 days." The document stated that the court held the motion for sanctions "in abeyance."[7]

On the issue of the joinder of necessary parties, the court's order far exceeded anything that the Sakellarious had ever requested. In opposing the Association's motion for partial summary judgment and in moving to dismiss the complaint because of the absence of necessary parties, the Sakellarious argued that the Association must join the owners of the other lots along the roadbed of Riverview Drive and, possibly, the owners of the beachfront properties (Lot 34 and 35) that abut the Association's 10-foot right-of-way. At the hearing on April 5, 2024, the Sakellarious had argued that the Association must join the owners of "any of the adjoining properties that are landlocking" the Association's beach property and anyone "whose land abuts" the Association's beach property. The Sakellarious expressly disclaimed any intention of arguing that the Association must join every one of its members. The Sakellarious did not object when

[7] Unlike the civil hearing sheet that reflected the court's earlier ruling, this second civil hearing sheet did not purport to be an order.

the Association identified the missing parties as the owners of Lots 34 and 35 and the owner of the four "Northern Lots." When the Association obtained affidavits from the owners of Lot 34, Lot 35, and the Northern Lots, stating that they consented to the relief that the Association had requested and that they did not wish to join the lawsuit, the Sakellarious did not argue that the Association had failed to obtain affidavits from everyone who must be joined. The Sakellarious never suggested, let alone argued, that, in an action to establish that an incorporated association had acquired an easement by implication, by plat, by prescription, or by necessity, the association must join every one of its members as a defendant.

The Association was understandably surprised by the court's ruling, which created logistical and practical problems for the Association and its counsel. Not only was the Association required to identify the dozens, scores, or even hundreds of members whom the court had ordered it to join, but it would also have to explain to the members why their homeowners association was suing them and deal with questions about whether they needed to engage counsel, what the implications of the lawsuit were, etc.[8] Furthermore, because the members would be at least nominally adverse to the Association in the litigation, the Association's attorneys might well have to comply with strict ethical

[8] As the Association explained to the circuit court at the hearing on August 27, 2024, even when a person is joined solely as a nominal defendant, the lawsuit can have deleterious consequences, such as the impairment of a credit rating or the potential loss of a security clearance.

limitations in conferring with their own unrepresented constituents. *See* Md. Rule 19-304.3.

On September 5, 2024, the Association moved the court to reconsider the order of August 27, 2024. On that same day, the Association moved the court to hold that order "in abeyance." On September 25, 2024, the court denied the motion to reconsider. The order was signed by the judge who had issued the orders of April 9, 2024, and August 27, 2024.

Meanwhile, on September 16, 2024, the Association moved for voluntary dismissal of its complaint, without prejudice. Over the Sakellarious' opposition, the court granted the motion for voluntary dismissal on October 16, 2024. On the following day, the court denied the motion to hold the order of August 27, 2024, in abeyance, reasoning that it was moot. Those orders were signed by a judge other than the judge who had issued the orders of April 9, 2024, August 27, 2024, and September 25, 2024.

The court did not decide the Sakellarious' still-pending motion for sanctions, but all parties assume that the court tacitly denied it by implication. *See Frase v. Barnhart*, 379 Md. 100, 116 (2003) (stating that "[i]t has long been recognized, in Maryland and elsewhere, that motions may be denied by implication[]"); *accord Castruccio v. Estate of Castruccio*, 230 Md. App. 118, 150 (2016).

On October 30, 2024, the Sakellarious noted an appeal.[9]

[9] The Association also purported to note a cross-appeal. The judgment, however, is entirely in the Association's favor: the court granted the Association's motion for voluntary dismissal and tacitly denied the Sakellarious' motion for sanctions. The

QUESTIONS PRESENTED

The Sakellarious present two questions, which we quote:

A. Did the Circuit Court abuse its discretion by granting Appellee's Motion for Voluntary Dismissal without Prejudice?

B. Did the Circuit Court abuse its discretion by effectively denying Appellants' Cross Motion for Maryland Rule 1-341 Sanctions?

Because we see no error or abuse of discretion, we shall affirm the judgment.

STANDARD OF REVIEW

"'[T]he granting of a motion for voluntary dismissal is within the [trial] court's discretion, after weighing the equities and giving due regard to all pertinent factors.'" *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 417-18 (2007) (quoting *Owens-Corning Fiberglas Corp. v. Fibreboard Corp.*, 95 Md. App. 345, 349 (1993)). In the context of a motion for voluntary dismissal, a trial court abuses its discretion when no reasonable person would take the view adopted by the court, when the court acts without reference to any guiding principles, when the ruling is clearly against the logic and effect of facts and inferences before the court, or when the ruling violates fact and logic. *Id.* at 418. "An abuse of discretion, therefore, 'should only be found in the extraordinary, exceptional, or most egregious case.'" *Id.* (quoting *Wilson v. John Crane, Inc.*, 385 Md. 185, 199 (2005)).

Association therefore had no right to a cross-appeal. *Paolino v. McCormick & Co.*, 314 Md. 575, 579 (1989). The Association has not pursued a cross-appeal.

In evaluating a court's decision to award or not to award sanctions under Rule 1-341, we review factual findings for clear error. *Barnes v. Rosenthal Toyota, Inc.*, 126 Md. App. 97, 105 (1999). We review the decision to award or not to award sanctions for abuse of discretion. *Id.*

DISCUSSION

Maryland Rule 2-506 governs the voluntary dismissal of pleadings. In general, a party may dismiss a pleading "only by order of court and upon such terms and conditions as the court deems proper." Md. Rule 2-506(c). Ordinarily, the dismissal is without prejudice. Md. Rule 2-506(d).

Typically, courts will grant a motion for voluntary dismissal unless the defendant will suffer "plain legal prejudice." *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. at 419. The mere possibility that the action could be refiled in the future is not plain legal prejudice. *Id.*

To determine what "plain legal prejudice" entails, Maryland courts have looked to cases decided under Rule 41 of the Federal Rules of Civil Procedure, on which Rule 2-506 is based. *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. at 419-20. In evaluating whether a defendant has suffered "plain legal prejudice," the federal courts typically examine four factors:

> (1) the non-moving party's effort and expense in preparing for litigation; (2) excessive delay or lack of diligence on the part of the moving party; (3) sufficiency of explanation of the need for a dismissal without prejudice; and (4) the present stage of the litigation, i.e., whether a motion for summary judgment or other dispositive motion is pending.

Id. at 420.

In *Aventis Pasteur* the Court stated: "[T]hese four factors sufficiently weigh the equities in order to determine whether dismissal without prejudice is appropriate in a given case." *Id.* at 421.

"'Each factor need not be resolved in favor of the moving party for dismissal to be appropriate, nor need each factor be resolved in favor of the opposing party for denial of the motion to be proper.'" *Id.* at 428 (quoting *Ohlander v. Larson*, 114 F.3d 1531, 1537 (10th Cir. 1997)). The factors are "'simply a guide for the trial judge, in whom discretion ultimately rests.'" *Id.* (quoting *Kovalic v. DEC International, Inc*, 855 F.2d 471, 474 (7th Cir. 1980)) (further citation omitted).

In *Aventis Pasteur* the Court held that the circuit court did not abuse its discretion in denying a motion for voluntary dismissal. *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. at 428. In that case the plaintiffs had asserted claims against the manufacturers of vaccines, charging that thimerosal, a mercury-based preservative, had caused their child to suffer from autism spectrum disorder. *Id.* at 408.

The case had been pending for 20 months when the court denied the motion for voluntary dismissal. During that 20-month period, the court had amended its scheduling orders three times (*id.* at 408), extending the deadlines for designating expert witnesses, completing discovery, and filing dispositive motions. *Id.* at 421. The defendants had expended a significant amount of resources in discovery, participating in more than 30 depositions, arranging for a medical examination of the plaintiffs' child, and consulting

and retaining experts. *Id.* The plaintiffs moved for voluntary dismissal after their sole expert on causation withdrew from the case, without rendering an opinion, only a month before the plaintiffs had represented that he would disclose his opinions. *Id.* at 422. In fact, the court had relied on the promise of an imminent opinion from that very expert when it entered the third amended scheduling order. *Id.* And when the court decided the motion for voluntary dismissal, several motions for summary judgment were pending against the plaintiffs. *Id.*

On that record, the Court affirmed the denial of the motion for voluntary dismissal. It wrote: "The Circuit Court's decision to deny Respondents' motion was not so 'clearly against logic' or 'beyond the fringe of what the courts deem minimally acceptable' that it constituted an abuse of discretion." *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. at 440 (quoting *Wilson v. John Crane, Inc.*, 385 Md. at 198-99).

Similarly, the decision to grant the Association's motion for voluntary dismissal in this case was not an abuse of discretion. This case was still in its infancy—the parties and had just finished debating which additional parties, if any, the Association must join. Little discovery had occurred. No substantive motions were pending. The parties had not incurred any significant expense, other than the ordinary expenses of any litigation. And the Association did not move for voluntary dismissal for purposes of delay or because it was unable to establish an essential element of its case after a year of litigation; it moved for voluntary dismissal because the circuit court had imposed an enormous obligation that the Sakellarious themselves had not even requested—an obligation that

the Association file an amended complaint naming scores and perhaps even hundreds of its own constituents as defendants. In these circumstances, the court exercised its discretion in a perfectly sound and reasonable manner when it granted the Association's motion to dismiss.

The Sakellarious complain that the court did not articulate the basis for its decision to permit the Association to dismiss its complaint without prejudice. The court, however, is presumed to know the law. *See, e.g.*, *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. at 426. Thus, the court was "'not required to set out in intimate detail each and every step of [its] thought process.'" *Id.* (quoting *Kirsner v. Edelmann*, 65 Md. App. 185, 196 n.9 (1985)).

The Sakellarious also complain that they had litigated the case for a year, engaged in discovery, opposed the Association's motions, filed motions of their own and gone to mediation. Yet they cite nothing to distinguish this case from the ordinary run of cases in which parties must incur expenses for no reason other than that they have been sued. They certainly cannot liken this case to *Aventis-Pasteur*, where the court had amended its scheduling order three times, the parties had engaged in over 30 depositions, and the defendants had pending motions for summary judgment concerning the plaintiffs' inability to prove an essential element of their case.

The Sakellarious complain that the Association engaged in excessive delay. Their complaint has no basis. The court issued an almost unintelligible written order that created problems for both parties: the Sakellarious themselves unsuccessfully challenged

the order on the ground that it conflicted with the court's (almost equally vague) oral directives. The Association attempted to comply with the order, both by attempting to ascertain whom it should join and by obtaining affidavits from everyone who the Sakellarious said must be joined. At the suggestion of another circuit court judge, the Association asked the court to clarify its ambiguous order. Only after the court issued a second order that was far broader than anything that the Sakellarious had requested and far broader than any reading of the court's original order did the Association move to dismiss its complaint. The delay, if any, is not attributable to the Association.

Finally, the Sakellarious complain that the Association did not adequately explain the need for dismissal without prejudice. To the contrary, the Association established that the court had entered a joinder order that vastly exceeded anything that the parties themselves had contemplated and that posed difficult legal and practical challenges for the Association and its counsel.[10]

[10] Although the issue is not before us, it is far from clear why an incorporated homeowners association must join all of its members when it brings an action for a declaration that it has an easement over a piece of property. It is quite doubtful that a corporation would need to join all of its shareholders in such an action even though the shareholders and other constituents might have rights, derivative of those of the corporation, to use the easement. For present purposes, however, suffice it to say that the circuit court's contrary ruling is not binding in any way in any subsequent action involving the putative easement. The ruling is not the "law of the case." *See*, *e.g.*, *Ralkey v. Minnesota Mining & Mfg. Co*., 63 Md. App. 515, 520-23 (1985). To the contrary, the ruling was an interlocutory decision that any judge of the circuit court may reconsider at any time for any reason before the entry of a final judgment. *See*, *e.g.*, *Bennett v. Ashcraft & Gerel, LLP*, 259 Md. App. 403, 457 (2023); Md. Rule 2-602(a) (stating that, in general, "an order or other form of decision, however designated, that adjudicates fewer than all of the claims in an action . . . is subject to revision at any time

In summary, the circuit court did not abuse its discretion when it granted the Association's motion to dismiss.

We turn now to the court's tacit decision to deny the Sakellarious' motion for sanctions.

An award of costs and attorneys' fees under Rule 1-341 is "an 'extraordinary remedy,' which should be exercised only in rare and exceptional cases." *Barnes v. Rosenthal Toyota, Inc*., 126 Md. App. at 105 (quoting *Black v. Fox Hills North Community Association, Inc.*, 90 Md. App. 75, 83 (1992)); *accord Christian v. Maternal-Fetal Med. Assocs. of Maryland, LLC*, 459 Md. 1, 19 (2018).

A court may award costs and attorneys' fees under Rule 1-341 only if it first finds that a party proceeded in bad faith or without substantial justification. "'[I]n too many cases, the pleadings that evidence the most bad faith and the least justification are motions requesting costs and attorney's fees.'" *Christian v. Maternal-Fetal Med. Assocs. of Maryland, LLC*, 459 Md. at 34 (quoting *Zdravkovich v. Bell Atlantic-Tricon Leasing, Corp*., 323 Md. 200, 212 (1991)).

In permitting the Association to dismiss its amended complaint without prejudice, the court tacitly found that the Association was not proceeding in bad faith or without substantial justification. That finding was not clearly erroneous.

before the entry of a judgment that adjudicates all of the claims by and against all of the parties").

In April 2024 the circuit court issued an ambiguous, typo-ridden order that did not coincide with the almost equally ambiguous rulings that it made at an earlier hearing. Both parties were puzzled by the order—the Sakellarious asked the court to amend it; the Association asked the court to clarify it. In fact, the Association moved for clarification at the suggestion of another circuit court judge, who was apparently just as puzzled by the order as were the parties. Meanwhile, the Association attempted to address the order—or at least the order that the Sakellarious had requested—by obtaining affidavits in which each of the three or four lot owners whom the Sakellarious had identified as necessary parties told the court that they consented to the relief that the Association had requested and that they did not wish to participate in the litigation.

Eventually, the court "clarified" its order by issuing yet another order that went far beyond anything that the Sakellarious had ever requested, in that it required the incorporated Association to amend its complaint and to join each of its potentially hundreds of members within only 20 days. Only after that surprising decision did the Association ask the court for permission to dismiss its amended complaint without prejudice. On this record, it would be difficult for a rational judge to reach any conclusion other than that the Association proceeded in good faith and with substantial justification.

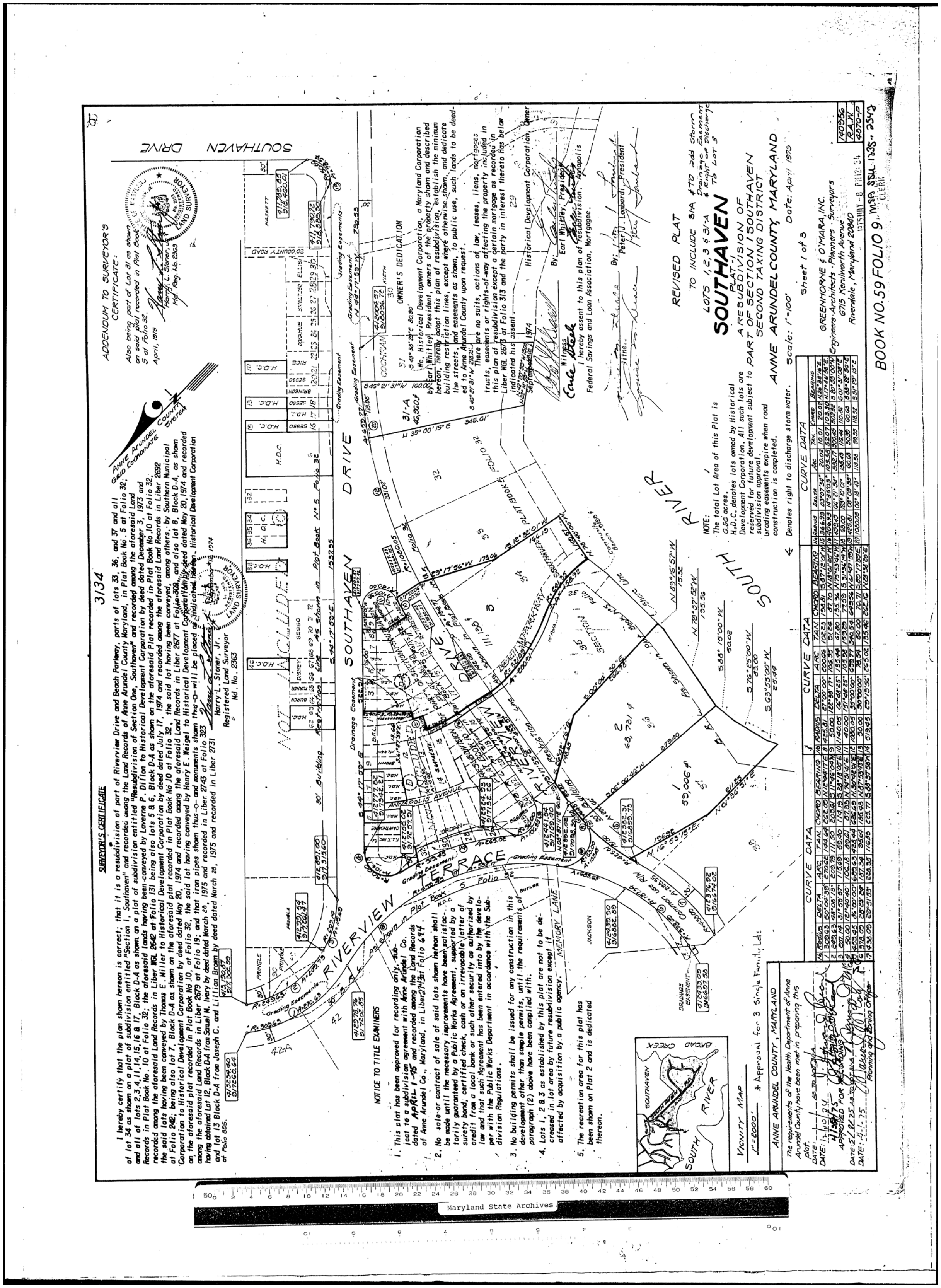
Furthermore, even if the court had found that the Association proceeded in bad faith and without substantial justification—which it did not, and almost certainly could not, do—the court would still have had discretion to deny an award of costs and

attorneys' fees. *See, e.g.*, *Century I Condo. Ass'n, Inc. v. Plaza Condo. Joint Venture*, 64 Md. App. 107, 119-20 (1985).

In essence, the Sakellarious contend that the court had no choice but to find both that the Association proceeded in bad faith or without substantial justification and that the court had no choice to award sanctions. The Sakellarious' contention could not have less merit. The circuit court did not err or abuse its discretion in denying the motion for sanctions.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED. APPELLANTS TO PAY COSTS.

APPENDIX


SOUTHAVEN
REVISED PLAT
SOUTHAVEN DRIVE
RIVERVIEW TERRACE
SOUTH RIVER
ANNE ARUNDEL COUNTY, MARYLAND
BOOK NO. 59 FOLIO 9
Maryland State Archives