Circuit Court for Washington County
Case No. C-21-CV-23-000473

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2416

September Term, 2023

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JUSTIN K. HOLDER

v.

MILES & STOCKBRIDGE, P.C.

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Graeff,
Nazarian,
Zic,

JJ.

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Opinion by Nazarian, J.

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Filed: June 2, 2025

* 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 Maryland Rule 1-104(a)(2)(B).

This case comes as the latest chapter in a long-running land dispute in Keedysville, Washington County. The land at issue is a panhandle property (the "property") that the Circuit Court for Washington County declared belonged to Jeffrey Young in 2022. The result of this litigation, which has been to this Court twice, is that the property belongs to Mr. Young, that any quitclaim deeds purporting to convey that land to Justin Holder are void, and that no "Gap" land existed. Mr. Holder has initiated several unsuccessful cases relating to the property.

The instant appeal involves a separate two-count complaint Mr. Holder filed against Miles & Stockbridge, P.C. ("M&S" or the "firm") alleging breach of contract and professional malpractice in connection with these same alleged property rights. M&S moved to dismiss the complaint with prejudice and the court granted that motion. Mr. Holder filed a motion to alter or amend the court's judgment, and the court denied that motion as well. Mr. Holder appeals both decisions and we affirm.

## I. BACKGROUND

This is another appeal[1] to this Court arising from Mr. Holder's attempts to have a court declare him the owner of the property. We will include facts from both earlier cases, but the full background appears in our opinions in *Holder v. Young*, No. 1145 & 1457,

[1] In a separate case regarding the same property rights, we affirmed the Circuit Court for Washington County's decision to stay Mr. Holder's case against Scott Morral, pending the outcome of Mr. Holder's case against Mr. Young, and the circuit court's dismissal of the former case after applying the findings from the latter case. *Holder v. Morral*, No. 1428, Sept. Term, 2022, 2024 WL 4706717, at *9 (Md. App. Ct. Nov. 7, 2024).

Sept. Term 2022, 2023 WL 3674691 (Md. App. Ct. May 26, 2023) ("*Young I*") and *Holder v. Young*, No. 883, Sept. Term 2023, 2024 WL 2794144 (Md. App. Ct. May 31, 2024) ("*Young II*"). For present purposes, what matters is that these earlier cases resolved fully (and against Mr. Holder) the ownership rights to the property and the legal (in)significance of quitclaim deeds purporting to convey some of the property to Mr. Holder.

The property is located at 13 Dogstreet Road in Keedysville. It is a panhandle shape, 10.36 acres, and comprised of three parcels, numbered 1, 2, and 3. Parcel 1 is approximately 10 acres; Parcel 2 is an approximately 0.11-acre strip along the southwestern area of the entire property; and Parcel 3 contains an approximately 0.25-acre strip located in the northwestern part of the entire property. The land at 13 Dogstreet Road belongs to Mr. Young.

To the east of the property is a housing development known as Stonecrest. Mr. Young's Parcel 3 borders that housing development directly. Mr. Holder, his ex-wife, Deena Holder, and the couple's company, Uncle Eddies Brokedown Palace LLC, also own some neighboring land. On September 16, 2020, Mr. Young filed a complaint against the Holders seeking to quiet title to Parcels 2 and 3 of the property by deed or adverse possession and to enjoin the Holders from entering those parcels. The Holders filed an answer denying Mr. Young's ownership over the parcels and asserting that Mr. Holder was the true owner. Mr. Holder also claimed ownership over a "Gap" of land situated either between Stonecrest and Parcel 3 or otherwise abutting Parcel 3 based on the placement of "new iron pin monuments." The circuit court found, among other things, that Mr. Holder

had abandoned his ownership claim over Parcel 2 before trial, that Mr. Young owned Parcels 2 and 3, that there was no "Gap" between Parcel 3 and Stonecrest, and that any quitclaim deeds purporting to convey Parcel 3 to Mr. Holder were void. The court reasoned that Mr. Young had purchased Parcel 2 through a valid deed, that he had record ownership over Parcel 3, and alternatively, that Mr. Young possessed Parcel 3 adversely.

Mr. Holder appealed to this Court. We affirmed the circuit court's findings and judgment and remanded on two points: to amend the court's order to reflect Mr. Young's rights to Parcel 1 and to determine the amount in attorneys' fees that Ms. Holder owed Mr. Young. *Young II*, 2024 WL 2794144, at *2. On remand, the circuit court amended its opinion and judgment. Mr. Holder then filed a motion to alter or amend, which the court denied. Mr. Holder then appealed to this Court again, arguing that the circuit court should not have used the word "land" in its order enjoining the Holders or their company from entering Mr. Young's land, given that one might read it as including Parcel 1. He also argued that we should dissolve the injunction over Parcels 2 and 3.

We disagreed that "land" would cause any confusion but remanded "out of an abundance of caution . . ." to have the term replaced with the words "Parcels 2 and 3." *Young II*, 2024 WL 2794144, at *4. As to the second issue, we noted that Mr. Holder was seeking something "beyond our original remand." *Id.* That remand had been narrow in scope to clarify that Mr. Young's relief was limited to what he asked for: Parcels 2 and 3, not 1. *Id.* Even more, and despite the Holders arguing that the injunction would prevent them from accessing public roads over Parcels 2 and 3, the circuit court in *Young I* had

made no determinations about whether any roads existed on those parcels. That court had refused to admit any evidence about any public roads on Mr. Young's property and we found no error in that decision. *Id.* We said that the court's decision was final and we would not disturb it. *Id.*

That brings us to the present case. On November 5, 2023, Mr. Holder filed a complaint against M&S alleging breach of contract and professional malpractice or negligence. He amended his complaint twice, and each time M&S filed a motion to dismiss, incorporating its arguments from the previous motions.

Mr. Holder's breach of contract claim alleged that M&S, as his legal counsel, agreed to advise him competently and confidentially about dividing and conveying real estate under a separation agreement between him and Ms. Holder. Part of that relationship, he alleged, included advising Mr. Holder to obtain quitclaim deeds that complied with Keedysville's local ordinances and "maintain[ing] the confidence of Mr. Holder regarding the transaction and his 'Matters.'" Mr. Holder alleged that the firm failed to do so and, therefore, breached its contract with him. Mr. Holder asked the court to order specific performance in the form of M&S providing deeds that would meet Keedysville's local standards and to advise him on how to "adjudicate necessary easements for access and utilities to Mrs. Holder's property and Uncle Eddies' property . . . ." Mr. Holder also sought an order directing M&S to cease discussing his private matters with his adversaries, an award of damages above $75,000, and other relief the court deemed appropriate.

For his professional malpractice claim, Mr. Holder alleged that M&S "breached the

rules of professional conduct when it discussed Mr. Holder's 'Matters' with his adversaries, Mr. and Mrs. Young," that he relied on the firm's advice to his detriment, causing his deeds to be voided, and that the firm otherwise had advanced Mr. Young's position in *Young I* to Mr. Holder's disadvantage. He claimed that had it not been for M&S's negligence, he "would have good title to the escaped land . . . ." He asked the court to enjoin M&S permanently from discussing his private matters, to adjudicate the rights and status of the parties by declaring that M&S violated various laws and a common law attorney-client agreement with actual malice, and to award Mr. Holder punitive damages. Mr. Holder also sought actual damages exceeding $75,000.

M&S filed a motion to dismiss the second amended complaint on January 10, 2024. That motion incorporated arguments from its motions to dismiss the previous complaints and its responses to other motions Mr. Holder had filed. In response to the breach of contract claim, M&S asserted that Mr. Holder had not pleaded facts sufficient to support an enforceable contract between him and M&S to transfer real estate or that the parties' contract required such action on M&S's part. M&S added that it didn't own the land over which Mr. Holder asserted ownership, so it couldn't convey it. Furthermore, collateral estoppel barred Mr. Holder from relitigating whether the "Gap" and the alleged easements existed. M&S asserted that the circuit court in *Young I* had found the deeds void because the "Gap" didn't exist and this Court affirmed, triggering collateral estoppel. M&S added that the court could take judicial notice of the *Young I* litigation and that specific performance was unavailable for a professional services contract. The firm argued that the

quitclaim deeds were public records, so M&S could not breach its contract with Mr. Holder by disclosing them. And finally, M&S argued that Mr. Holder's claim that M&S spoke with Mr. Holder's adversaries lacked the specificity to survive a motion to dismiss.

In response to the professional malpractice claim, M&S argued that it did not owe Mr. Holder the duty he asserted because M&S hadn't drafted the deeds that the court in *Young I* deemed void. M&S contended that the circuit court in *Young I* found that the "Gap" lands did not exist and that the firm was not the proximate cause of any alleged loss because the lands always belonged to Mr. Young and could not have been conveyed by the quitclaim deeds that the circuit court ultimately deemed void. M&S argued as well that the circuit court lacked jurisdiction to enforce the Rules of Professional Conduct. Lastly, M&S asserted that Mr. Holder had not put forth any arguments in favor of actual malice.

The circuit court held a hearing on M&S's motion to dismiss on January 18, 2024. Reiterating the arguments from their papers, M&S argued that the *Young I* decision was entitled to dispositive collateral estoppel effect and that the firm couldn't breach a contract to transfer land that didn't exist or that the Holders didn't own. The firm argued as well that Mr. Holder couldn't maintain a professional malpractice claim because the land rights that the firm's representation purportedly covered did not exist. Mr. Holder responded that the contract was broader than M&S assessed, saying "It's Parcel 3 — The escaped land is, is a small portion of it." He added that M&S had refused to tell him what they had told his adversaries. He argued that the circuit court in *Young I* abused its discretion when it concluded that the "Gap" did not exist because, he said, the court filled the "Gap" by

finding that Parcel 3 abutted Stonecrest:

> It was an abusive [sic] discretion. That's a declaratory judgment. The review in court listed the standard. [The circuit court] abused. [The court] saw that there was a gap and in order to fill that gap [the court] said we're just going to call it parcel 1, 2 and 3. Well, that's the problem. The stone monument, which is not disputed, I placed, um, Young conceded this in the Appellate Court. So, we have a line, the Old Cost Keedy Line on the stone monument. Then we have Stonecrest Development, we have a 25-foot gap of land. In order to get rid of this problem we say parcel 3 abuts Stonecrest.

In rebuttal, M&S repeated that because the land rights didn't exist, it could not have breached a contract to obtain them. The firm asserted as well that Mr. Holder was attempting inappropriately to litigate an attorney grievance claim before the circuit court. The court took the matter under advisement and informed the parties that it would issue a written opinion.

The court issued an opinion on February 2, 2024 and agreed with M&S that collateral estoppel barred Mr. Holder's claims. The court found that Mr. Holder's complaint was based on the existence of "the alleged gap of land." Because this Court had affirmed the findings in *Young I* that the "Gap" didn't exist and that Mr. Holder's deeds were void, the circuit court concluded that his complaint was "precluded as a matter of law." The court also disposed of Mr. Holder's professional negligence claim, determining that because Mr. Holder had alleged a breach of the Rules of Professional Conduct, the circuit court could not hear the matter, and instead, Mr. Holder should file a complaint with the Attorney Grievance Commission. The court granted M&S's motion to dismiss Mr. Holder's second amended complaint with prejudice.

That same day, Mr. Holder filed a motion to alter or amend the circuit court's order dismissing his second amended complaint. He argued that the court erred by not recognizing that Maryland does permit him to file a cause of action for "Breach of Contract, Negligence, and/or Constructive Fraud against his attorney." He asserted that the court relied erroneously on dicta from *Young I* to dismiss his claim because, he said, the escaped land was not at issue in that litigation. And lastly, Mr. Holder argued that collateral estoppel was inappropriate in a professional malpractice action against an attorney. M&S opposed, arguing that Mr. Holder was rehashing the same arguments from the motion to dismiss stage, that he could not claim constructive fraud on a motion to alter or amend because he did not assert it in his second amended complaint, and that, in any case, collateral estoppel barred Mr. Holder's claims.

Mr. Holder replied that he was not just rehashing his earlier arguments. He claimed that M&S first raised the attorney disciplinary issue in their rebuttal at the motion to dismiss hearing and did not oppose his arguments in their opposition to his motion to alter or amend; accordingly, M&S waived any arguments on that issue. He asserted that he had placed M&S on notice that he would plead fraud as one of his claims before he amended his complaint. He added that the escaped or "Gap" lands lay "between Parcel 3 and Parcel I, as well as to the north and south of Parcel 3, not between Parcel 3 and Stonecrest." And, he contended, M&S was the proximate cause of his injuries, requiring a malpractice jury to relitigate the trial (in *Young I*) to adjudicate damages. Further, Mr. Holder asserted that the circuit court's order was not founded on the record before it, that the court should

construe his complaint liberally, and that M&S's fraud was ongoing. He argued that he had pleaded his claims for breach of contract and professional negligence sufficiently and that even authorities outside of Maryland agreed that his claims should survive M&S's motion to dismiss.

On February 20, 2024, the circuit court denied Mr. Holder's motion to alter or amend. That same day, he appealed that decision along with the court's decision to dismiss with prejudice his second amended complaint.

## II. DISCUSSION

Although the case arose on a motion to dismiss and a motion to alter or amend posture, Mr. Holder argues in part that the circuit court erroneously converted the motion to dismiss into a motion for summary judgment. For that reason, we have recast the central contentions before us: (1) whether the circuit court converted the motion to dismiss into a motion for summary judgment; (2) whether the circuit court erred in granting M&S's motion to dismiss; and (3) whether the circuit court erred in denying Mr. Holder's motion to alter or amend.[2] We hold that the circuit court did not convert the motion to dismiss into

[2] Mr. Holder lists nine Questions Presented in his brief:

> A. Did the trial court error and/or abuse its discretion when it dismissed Appellant's Complaint for a breach of contract and/or fiduciary duty and/or negligence/ malpractice against the Appellee, when it particularly alleged Appellee breached Appellant's confidence by discussing Appellant's "Matters" with his adversaries?
>
> B. Did the trial court error and/or abuse its discretion when it accepted the intentional misrepresentations of M&S

Continued . . .

that "no escaped land exists," despite being presented with the opinion of the trial court in **CASE C-21-CV-20-371**, *(Young v Holder*) that unambiguously and expressly states that at least "15 square feet of 'escaped land' north of Parcel 3" does in fact exist, and no competent evidence existed in the record of *Young* that could support the intentional misrepresentations of M&S?

C. If not, was the trial judges application of collateral estoppel after taking judicial notice of "matters outside the pleading," and deciding disputed facts in the context of a motion to dismiss legally correct when the factual dispute over "15 square feet of 'escaped land' north of Parcel 3" was squarely present in the record?

D. If so, did the trial judge error in application of the doctrine of collateral estoppel to a malpractice claim, when M&S agrees that the accepted standard to try proximate loss in a malpractice action is the "trial in a trial" approach, wherein the case must be re-litigated/retried in front of the malpractice jury, so that jury can determine the facts, not the trial judge, (or jury) in the very case where M&S malpracticed?

E. Did the trial court error or abuse its discretion when it granted summary judgement, (or dismissed the claim), but it failed to affirm, (or decline) that Appellant's contractural rights were violated when Appellee betrayed Appellant's confidence, and provided his work product and litigation strategy to Appellant's adversaries, when Appellee acknowledged that contractual right was in controversy by the pleadings, and Appellee agrees that if the declaration Appellant requested was affirmed, Appellant was entitled to at least nominal damages?

F. Is Appellant eligible to seek injunctive relief in equity, to prevent the irreparable harm of the Appellee continuing to discuss his "Matters" with his adversaries?

Continued . . .

a motion for summary judgment and that the court didn't err in granting the motion to dismiss or the motion to alter or amend.

### A. The Circuit Court Did Not Convert The Motion To Dismiss Into A Motion For Summary Judgment Because The Extrinsic Facts The Court Considered Were Central To Mr. Holder's Complaint.

Mr. Holder argues that the circuit court accepted as true matters outside the

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> G. Are all attorneys in Maryland immune from suit in damages when they violate their clients confidence, and betray their clients trust to their client's adversaries?
>
> H. Is the Appellant entitled to disgorgement of fees paid to M&S, (recision)[sic] as an equitable remedy, and if so, did the trial judge error in law by foreclosing that remedy, and dismissing Appellant's claim without further equitable considerations?
>
> I. Could this court be so kind as to allow Appellant his day in court to adjudicate title to and/or his rights as licensee/occupier/possessor of, the "15 square feet" of "escaped land" and/or "rail-bed" to the north of "Parcel 3," and/or "Gap" land to the east and south of "Parcel 3," rather than rubber stamp the alleged "intentional misrepresentation" of M&S "that there is no escaped or gapped land, it doesn't exist," which in turn may be foisted on the court by Appellant's adversaries in the *Young* litigation under the guise of issue preclusion, when Appellant will have never been provided the opportunity to "fully and fairly litigate" those facts in that *Young* litigation, nor were those facts "necessary to that judgement" in *Young*?

M&S phrased the questions presented as:

> A. Did the lower court correctly dismiss Mr. Holder's Breach of Contract and Negligence/Legal Malpractice Claims?
>
> B. Did the lower court abuse its discretion when it denied Mr. Holder's Motion to Alter or Amend?

pleadings that, in his view, were false and left matters still in "genuine dispute, [and that] this [C]ourt must vacate the judgment below, and remand to the trial court for additional fact finding." M&S responds by disputing Mr. Holder's characterizations of the circuit court proceedings and arguing that the circuit court simply considered decisions from previous litigation that Mr. Holder himself referenced in his second amended complaint. This, M&S argues, was proper and didn't require the court to convert the motion to dismiss into a motion for summary judgment. M&S has it right.

A circuit court considering a motion to dismiss generally is limited to considering the allegations in the operative complaint—looking beyond the allegations risks turning that motion into a motion for summary judgment:

> If, on a motion to dismiss for failure of the pleading to state a claim upon which relief can be granted, matters outside the pleading are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 2-501, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 2-501.

Md. Rule 2-322(c).

Courts can, however, consider materials outside of the pleadings if they are central to the allegations in the complaint, particularly contracts or other documents attached to or alleged in the complaint itself. *Heneberry v. Pharoan*, 232 Md. App. 468, 476–77 (2017) (circuit court did not convert motion to dismiss into motion for summary judgment where complaint's breach of contract allegations were based on language in parties' consent form that circuit court considered outside of complaint). Courts may also take judicial notice of

materials that can contextualize the complaint, *Faya v. Almaraz*, 329 Md. 435, 444 (1993) (citation omitted), and are capable of certain verification. *Id.* at 446–47 (rejecting contention that circuit court on a motion to dismiss could not take judicial notice of HIV and AIDS characteristics as they derived from reputable sources and were accepted within medical community). Alleged facts capable of judicial notice, *i.e.*, facts not subject to reasonable dispute, are those that are "(1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Md. Rule 5-201(b); *see Abrishamian v. Wash. Med. Grp., P.C.*, 216 Md. App. 386, 413–14 (2014) (discussing case examples of various types of judicially noticed records). And when it comes to "readily available court records, this Court has taken judicial notice of official entries in circuit court records." *Marks v. Crim. Injs., Comp. Bd.*, 196 Md. App. 37, 78 (2010).

The circuit court did so properly here. In its memorandum opinion and order dismissing Mr. Holder's complaint, the circuit court relied on an earlier opinion from this Court, *Young I*, and determined that our opinion had resolved questions relevant to this case. The findings from *Young I* were that "no gap land exists and the three Quit Claim deeds (which were not prepared by [M&S]) are void . . . ."

Mr. Holder alleged in his second amended complaint that M&S "breached the contract [with Mr. Holder] by not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville, Maryland subdivision ordinance, and by disclosing the existence of the quit claim

deeds . . . .” He claimed that the contract required M&S “to provide competent and confidential legal advice related to ‘Division and Transfers of Real Estate,’ in accordance of [sic] all applicable laws, regulations and/or ordinances, and also maintain the confidence of Mr. Holder regarding the transaction and his ‘Matters.’” Mr. Holder then asked for relief that included an injunction compelling M&S to “specifically perform upon its contract and provide Mr. Holder with deeds to Ms. Holder’s property, Uncle Eddies’ property, and the escaped land identified by Mr. Nagel that are not illegal”; and enjoining M&S to “specifically perform upon its contract and provide Mr. Holder advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder’s property, and Uncle Eddies’ property . . . .”

Under his malpractice or negligence count, Mr. Holder alleged that M&S’s negligence injured him by revealing his quitclaim deeds to Mr. Young, whom he describes as his “adversary.” He claimed that but for M&S’s negligence, Mr. Holder would have “good title to the escaped land . . . .” He alleged that he was in a professional relationship with M&S and that the firm owed him a duty and breached it by disclosing his deeds to his adversary. He asserted that M&S fell short of that duty by not preventing Mr. Holder’s deeds from being voided. He asked the circuit court to enjoin M&S permanently from discussing his matters with his adversaries and to declare that M&S breached the “common law attorney/client contract with actual malice, and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award Mr. Holder punitive damages for [M&S]’s conduct in violation of that public policy and law of the land . . . .”

The documents that lay at the center of the previous litigation lay at the center of Mr. Holder's allegations in this case. They contextualized the dispute. They answered the "questions of who did what, where, when, how, why, with what motive or intent . . . ." *Dashiell v. Meeks*, 396 Md. 149, 176 n.6 (2006) (*quoting Montgomery Cnty. v. Woodward & Lothrop, Inc.*, 280 Md. 686, 711–12 (1977)). And all those questions related back to how Mr. Holder, a party to the *Young I* litigation, had asked the courts to answer these core questions concerning the property, and the way those questions had been answered by this Court—not once, but twice. It was reasonable, then, for the circuit court to decide M&S's motion to dismiss rather than convert it into a motion for summary judgment. The court took judicial notice of judicial filings not reasonably disputed, including opinions of this Court, and appropriately so. *See Faya*, 329 Md. at 444 ("[I]n order to place a complaint in context, we may take judicial notice of additional facts that are either matters of common knowledge or capable or certain verification.").

### B. The Circuit Court Granted M&S's Motion To Dismiss Correctly Because Mr. Holder Did Not Allege Facts Sufficient To Support His Claims.

Mr. Holder argues that he pleaded "a cause of action that will afford him relief in breach of contract and/or fiduciary duty" and that he is "entitled to disgorgement, (recision [sic] in equity) of the fees he paid M&S." M&S refutes this, asserting that due to collateral estoppel, Mr. Holder "cannot state his claims for breach of contract of [sic] negligence because his allegations, even if true, would not offer relief." We agree with M&S.

A circuit court may dismiss a complaint if it fails "to state a claim upon which relief

can be granted." Md. Rule 2-322(b)(2). We review a circuit court's decision to grant a motion to dismiss *de novo*. *Aleti v. Metro. Balt., LLC,* 479 Md. 696, 717 (2022) (*citing Barclay v. Castruccio*, 469 Md. 368, 373 (2020)). "In doing so, 'we must assume the truth of all relevant and material facts that are well pleaded and all inferences which can be reasonably drawn from those pleadings.'" *Id.*; *see Cont'l Masonry Co. v. Verdel Const. Co.*, 279 Md. 476, 480 (1977) ("[F]or a declaration in assumpsit to withstand a demurrer attack it must of necessity allege with certainty and definiteness facts showing a contractual obligation owed by the defendant to the plaintiff and a breach of that obligation by the defendant."). And we construe any ambiguities in the complaint against the pleader. *Cont'l Masonry Co.*, 279 Md. at 480 (*citing Carder v. Steiner*, 225 Md. 271, 276 (1961), *overruled by James v. Prince George's Cnty.*, 288 Md. 315 (1980)).

*1. The circuit court dismissed Mr. Holder's breach of contract claim correctly.*

A breach of contract claim requires two elements: a contractual obligation and a breach of that obligation. *Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001); *Polek v. J.P. Morgan Chase Bank, N.A.*, 424 Md. 333, 363 (2012) ("Maryland law requires that a plaintiff alleging a breach of contract 'must of necessity allege with certainty and definiteness facts showing a contractual obligation owed by the defendant to the plaintiff and a breach of that obligation by defendant.'" (*quoting Cont'l Masonry Co.*, 279 Md. at 480)). When considering a breach of contract claim, we determine whether a contractual relationship existed at all operative times. *Polek*, 424 Md. at 363; *see Dep't of Pub. Safety & Corr. Servs. v. ARA Health Servs., Inc.*, 107 Md. App. 445, 459 (1995), *aff'd*, 344 Md.

85 (1996). We turn to the contract itself to determine whether that relationship existed, following the objective law of contracts. *ARA Health*, 107 Md. App. at 459 ("A breach of contract suit is 'based on' a particular contract where that contract contains the terms whose breach is alleged."); *Taylor*, 365 Md. at 178. We determine what reasonable minds would have contemplated when the parties executed the contract, and if the language is plain and unambiguous, we take the parties at their word:

> A court construing an agreement under this test must first determine from the language of the agreement itself what a reasonable person in the position of the parties would have meant at the time it was effectuated. In addition, when the language of the contract is plain and unambiguous there is no room for construction, and a court must presume that the parties meant what they expressed. In these circumstances, the true test of what is meant is not what the parties to the contract intended it to mean, but what a reasonable person in the position of the parties would have thought it meant. Consequently, the clear and unambiguous language of an agreement will not give away to what the parties thought that the agreement meant or intended it to mean.

*Gen. Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 261 (1985); *see id.* at 262 (reasoning based on clear and unambiguous language that because signatory signed contract on the line designated "Buyer," and contract required all "Buyers" to be jointly and severally liable for purchasing vehicle, reasonable person in signatory's place knew or should have known they would be liable for buying vehicle).

To prevail on his breach of contract claim, Mr. Holder needed to plead with specificity that M&S owed him a contractual obligation and that M&S breached that obligation. He quoted the relevant contractual language in the complaint, which reveals the

contractual obligation and its limit to real estate transfers with Ms. Holder:

> You have engaged the Firm to provide legal services in connection with the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter.") Our services with regard to the Matter will be limited to the division of real estate. Any change in the scope of legal services will be the subject of a separate engagement letter or other confirmatory written communication.

From there, Mr. Holder had to plead that M&S breached that obligation. He alleged that M&S breached the contract by: (1) "not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville"; (2) "by disclosing the existence of the quit claim deeds, and/or discussing Mr. Holder's 'Matters' with his adversaries, including Mr. and Mrs. Young"; and (3) "by not taking proper steps to protect Mr. Holder's interest, rights, and obligations in his 'Matters.'" M&S argues that Mr. Holder already had pursued his claim to the "escaped land" in a separate case, and so collateral estoppel prevented Mr. Holder from relitigating any claim to it, let alone the existence of that land.

If taken as true, did Mr. Holder allege a breach? Notably, neither party provided us or the circuit court with the separation agreement encompassing the real estate on which M&S was to advise. Now, Mr. Holder asserts in his complaint that he relied on M&S's advice in "obtaining quit claim deed(s) which granted the escaped land to Mr. Holder . . . ." But without the separation agreement, we cannot locate this "escaped land" and tie it to the "quit claim deeds." If that agreement were available, we could determine with certainty

whether the contract contemplated Mr. Holder's assertions. Again, on a motion to dismiss, any uncertainties in the complaint are construed against the pleader, in this case, Mr. Holder. *Cont'l Masonry Co.*, 279 Md. at 480. He should have included the separation agreement as context. He didn't, so the circuit court turned to *Young I* to resolve the matter. And that brings us to collateral estoppel.

Collateral estoppel, also known as issue preclusion, is the principle that when "'an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.'" *Bank of New York Mellon v. Georg*, 456 Md. 616, 625–26 (2017) (*quoting Colandrea v. Wilde Lake Cmty. Ass'n, Inc.*, 361 Md. 371, 387 (2000)). It does not require "that the prior and present proceedings have the same purpose, nor does it mandate that the statutes upon which the proceedings are based have the same goals." *Cosby v. Dep't of Hum. Res.*, 425 Md. 629, 642 (2012) (*quoting Montgomery Cnty. Dep't of Health & Hum. Servs. v. Tamara A.*, 178 Md. App. 686, 701 (2008) *rev'd on other grounds*, 407 Md. 180 (2009)). Rather, collateral estoppel is "concerned with the issue implications of the earlier litigation of a different case . . . ." *Colandrea,* 361 Md. at 390. It is based on "the judicial policy that the losing litigant deserves no rematch after a defeat fairly suffered, in adversarial proceedings, on issues raised, or that should have been raised." *Id.* at 391. Collateral estoppel "denotes that the estopping influence came into the case in issue from some other outside case, and in the context of a single case, issue-preclusive operation should actually be called 'direct

estoppel.'" *Id.* (*quoting Burkett v. State*, 98 Md. App. 459, 466 (1993)).

We apply a four-part test to determine if collateral estoppel applies:

1. Was the issue decided in the prior adjudication identical with the one presented in the action in question?
2. Was there a final judgment on the merits?
3. Was the party against whom the plea is asserted a party or in privity with a party to the prior adjudication?
4. Was the party against whom the plea is asserted given a fair opportunity to be heard on the issue?

*Colandrea*, 361 Md. at 391 (*quoting Wash. Suburban Sanitary Comm'n v. TKU Assoc.*, 281 Md. 1, 18–19 (1977)).

*First*, we examine whether the issue decided in the previous litigation is the same as the issue in the current litigation. *Id.*; *see also John Crane, Inc. v. Puller*, 169 Md. App. 1, 26 (2006) ("In order to preclude the relitigation of a factual issue in a subsequent case between the same parties, the *sine qua non* is that the factual issue was *actually litigated on its merits* in the earlier case." (emphasis added)); *United Book Press, Inc. v. Md. Composition Co.*, 141 Md. App. 460, 477 (2001) ("As a general proposition, for collateral estoppel to apply, the issue must have been actually litigated and be essential to the judgment."); *see also Pope v. Bd. of Sch. Comm'rs of Balt. City*, 106 Md. App. 578, 594 (1995) (when determining whether the fact actually litigated was essential in the previous proceeding, it is necessary to determine if the previous tribunal could have rendered its judgment without making that factual determination (*citing Murray Int'l Freight Corp. v. Graham*, 315 Md. 543, 550–52 (1989))); *see also Brown & Sturm v. Frederick Rd. Ltd. P'ship*, 137 Md. App. 150, 196–97 (2001) (no collateral estoppel where previous

bankruptcy litigation relied on federal standards that did not consider state law standards for lawyer's professional conduct).

The common factual issue must be essential to the earlier judgment and "actually litigated." *United Book Press*, 141 Md. App. at 477. If the trial court could have reached the same conclusion in the earlier litigation without deciding the fact at issue in the present litigation, then that fact was not essential to the judgment in the earlier litigation. *Brown & Sturm*, 137 Md. App. at 193 (*citing Thacker v. City of Hyattsville*, 135 Md. App. 268, 288 (2000)). The analysis "is not concerned with the legal consequences of a judgment, but only with the findings of ultimate fact, when they can be discovered, that *necessarily lay behind that judgment*." *Colandrea*, 361 Md. at 391 (emphasis added). And of course, in determining "whether an issue has been actually litigated, courts may look beyond the judgment to examine the pleadings and evidence presented in the prior case." *United Book Press, Inc.*, 141 Md. App. at 479.

In this case, Mr. Holder argues that the "Gap" of land or escaped land was not "'*in rem*'" in the previous litigation, and "therefore not essential." M&S responds that the findings about the existence of the "Gap" or escaped land were "'critical'" and "'necessary'" to the trial court's rulings and were the issues we affirmed when that case ascended to our Court. M&S is correct.

At the center of the *Young I* litigation was the question of who owned the property at 13 Dogstreet Road ("Parcels 2 and 3"). *Young I*, 2023 WL 3674691, at *2, 25–26. The case was initiated when Mr. Young sought a declaratory judgment defining his rights to

the property, which had three parcels—he sought to quiet title to Parcels 2 and 3, and to enjoin Mr. Holder and his ex-wife from entering them. *Id.* at *3. The circuit court there found that Mr. Young was the one true owner of the property, either by deed or, in the case of Parcel 3, by adverse possession. *Id.* at *8, 9. In the process, the circuit court also found that no "Gap" of land existed and that Mr. Holder's quitclaim deeds purporting to convey any such "Gap" to Mr. Holder were void. *Id.* at *9–10. We affirmed that court. *Id.* at *25–26.

For present purposes, what matters is that those findings were essential to that case. Mr. Young sought to quiet title over the land that Mr. Holder now attempts to claim. If we were to excise those findings from the previous judgment, it would fall apart—the questions those findings answered were the reason the parties were in court to begin with, namely, who owned 13 Dogstreet Road. Mr. Holder was a party in both cases. He actively contested who owned the land then and is trying to do so again here, if perhaps less directly. Mr. Holder attempts to describe a different piece of land that he claims was not "'*in rem*'" in the *Young I* litigation, but he can't. As our Supreme Court has recognized, collateral estoppel attaches equally to "issues raised, or that should have been raised." *Colandrea*, 361 Md. at 391. The "other land" on which Mr. Holder stakes his claim, was "'15 square feet' . . . to the south and east of 'Parcel 3' . . . ," exactly the "Gap" at issue in the declaratory action in *Young I*. *Young I*, 2023 WL 3674691, at *9. This is the very nature of facts actually litigated, which entail "the deliberative process of fact-finding by a fact-finding jury or judge." *John Crane, Inc.*, 169 Md. App. at 35. Moreover, during the

motion to dismiss hearing, Mr. Holder stated explicitly that the crux of his contract with M&S is over "Parcel 3 — The escaped land is, is a small portion of it." Well then, as the circuit court noted, this "issue involves the alleged gap of land." Determining whether that "Gap" existed and who owned Parcel 3 was central to the *Young I* litigation, and prong one of collateral estoppel was met.

*Second*, the relevant questions were decided to finality in *Young I*. Our opinion in that case affirmed the circuit court as to all the issues relevant here. We vacated in part and remanded to that court only to change the order to reflect that Parcel 1 of the property was not part of the litigation and to determine the attorneys' fees that Ms. Holder owed Mr. Young:

> JUDGMENT OF THE CIRCUIT COURT FOR WASHINGTON COUNTY AFFIRMED IN PART AND VACATED IN PART. CASE REMANDED TO THE CIRCUIT COURT FOR WASHINGTON COUNTY FOR THE PURPOSE OF ENTERING A DECLARATORY JUDGMENT CONSISTENT WITH THIS OPINION RELATIVE TO PARCEL 1 AND DETERMINING THE AMOUNT OF ATTORNEYS' FEES PAYABLE BY DEENA HOLDER TO JEFFREY YOUNG RELATIVE TO THE FILING OF HER APPELLEE'S BRIEF. COSTS TO BE PAID BY APPELLANTS.

*Young I*, 2023 WL 3674691, at *31. We affirmed as to the findings about the "'Gap' of land" and the quitclaim deeds, *id.*, and reiterated this point in *Young II*. *Young II*, 2024 WL 2794144, at *3. But we also remanded to the circuit court so that the new court order would reflect that Mr. Young's relief reached only parcels 2 and 3. *Id.* at *4. When we remand, the "order of remand and the opinion upon which the order is based are conclusive as to

the points decided." Md. Rule 8-604. To be final and conclusive, "the ruling must necessarily be unqualified and complete, except as to something that would be regarded as collateral to the proceeding. It must leave nothing more to be done in order to effectuate the court's disposition of the matter." *Rohrbeck v. Rohrbeck*, 318 Md. 28, 41 (1989). That was certainly the case for the "Gap" and the quitclaim deeds.

*Third*, Mr. Holder is in fact "the party against whom [collateral estoppel] is asserted or in privity with a party to the prior adjudication." *Colandrea*, 361 Md. at 391 (*quoting TKU Assoc.*, 281 Md. at 18–19). Traditionally, collateral estoppel required mutuality of parties, meaning that the parties in the previous litigation were the same parties in the present litigation. *Burruss v. Bd. of Cnty. Comm'rs of Frederick Cnty.*, 427 Md. 231, 250 (2012) (*citing Welsh v. Gerber Prods., Inc.*, 315 Md. 510, 516 (1989)). Under the modern approach, however, that requirement is no longer required, *Pope*, 106 Md. App. at 594, and not so if one of the parties in the present suit was a party to the previous one. *Shader v. Hampton Imp. Ass'n, Inc.*, 443 Md. 148, 162 (2015) (*citing Standard Fire Ins. v. Berrett*, 395 Md. 439, 457 (2006)). Those situations involve '"non-mutual' collateral estoppel," which may be used offensively or defensively. *Id.* (*quoting Burruss*, 427 Md. at 249–50). Offensive non-mutual collateral estoppel applies where "a plaintiff seeks to foreclose a defendant from relitigating an issue the defendant has previously litigated unsuccessfully in another action against a different party." *Welsh*, 315 Md. at 517–18 n.6. Defensive non-mutual collateral estoppel applies where "a defendant seeks to prevent a plaintiff from relitigating an issue the plaintiff has previously litigated unsuccessfully in another action

against a different party." *Id.*

Defensive non-mutual collateral estoppel is the version that applies here. The defendant in the circuit court, M&S, asserted collateral estoppel as the grounds to dismiss Mr. Holder's complaint, and asserts it here to affirm the circuit court's dismissal. After the circuit court entered a declaratory judgment in Mr. Young's favor in the earlier litigation, Mr. Holder appealed to our Court. *Young I*, 2023 WL 3674691, at *11–12. We affirmed in part and vacated in part. *Id.* at *31. He was the same party then as he is now. And he admits as much by referencing the same case in his briefings here and in his second amended complaint, where he states, "Mr. Holder litigated the bulk of the *Young v Holder* lawsuit *pro se* . . . ."

*Fourth*, Mr. Holder had ample opportunity to be heard on the issue. *See Colandrea*, 361 Md. at 391 (*citing TKU Assoc.*, 281 Md. at 18–19). After Mr. Young sought to quiet title to the land in question in September 2020, *Young I*, 2023 WL 3674691, at *2, Mr. Holder filed an answer asserting various defenses and amended his filed answer twice. *Id.* at *4. He filed several motions, and later a counterclaim. *Id.* at *5–7. He took part in discovery, *id.* at *6, then a three-day bench trial in June 2022. *Id.* at *7. The circuit court heard testimony from several witnesses, including three experts, one of whom was Mr. Holder's expert, Mr. George Nagel, who testified that no "Gap" of land existed. *Id.* at *7, 9. The court also received various documents in evidence. *Id.* at *7. Once that court entered declaratory judgment for Mr. Young, Mr. Holder appealed to our Court. *Id.* at *12. We issued our opinion in May 2023. We recognize that the "foundation of the rule of

nonmutual collateral estoppel is that the party to be bound must have had a full and fair opportunity to litigate the issues in question." *Welsh*, 315 Md. at 518. We cannot imagine an opportunity fuller and fairer than this.

As a result, Mr. Holder's breach of contract claim fails to state a claim upon which relief can be granted. Even if we treat all that he has pleaded as true, he is left contending that M&S breached a contract over land that doesn't exist. As the circuit court concluded, "it is legally impossible to assign blame to [M&S] for something which does not exist." Even if M&S were supposed to advise Mr. Holder to "title the real estate described in his quit claim deed(s) as joint tenants by the entirety with his [ex-]wife," he can't be damaged by a failure to title nonexistent property rights. The circuit court granted the motion to dismiss correctly.

*2. The circuit court dismissed Mr. Holder's professional negligence claim correctly.*

Mr. Holder argues next that he pleaded a "breach of M&S' contractual and/or fiduciary duty to Mr. Holder" claim sufficiently. He derives this argument, as best we can tell, from the second count in his second amended complaint, styled "Malpractice and/or Negligence." M&S responds that Mr. Holder failed to plead a breach of contract or fiduciary duty claim because M&S was not the proximate cause of his alleged damages. We agree with M&S.

An attorney "owes a duty to his client or employer, and therefore only that client or employer can recover against him for that breach." *Flaherty v. Weinberg*, 303 Md. 116, 127 (1985). The gravamen of such a claim is "the negligent breach of the contractual duty."

*Id.* at 134; *Stone v. Chi. Title Ins. Co. of Md.*, 330 Md. 329, 335 (1993) (*quoting Watson v. Calvert Bldg. Assn.*, 91 Md. App. 25, 33 (1990)). To plead a claim for legal malpractice, a claimant must prove three elements: '"(1) the attorney's employment, (2) [the attorney's] neglect of a reasonable duty, and (3) loss to the client proximately caused by that neglect of duty."' *Blondell v. Littlepage*, 185 Md. App. 123, 138 (2009), *aff'd*, 413 Md. 96 (2010) (*quoting Flaherty*, 303 Md. at 128).

Under the *first* element, all that is required is "that the plaintiff establish an employment relationship between himself and the attorney." *Flaherty*, 303 Md. at 134. Mr. Holder did so here. He alleged in his second amended complaint that on June 24, 2020, he entered into a binding contract for legal services with M&S. M&S did not (and does not) dispute this; indeed, they agree.

*Next*, did Mr. Holder allege that M&S neglected to perform a reasonable duty? *Flaherty*, 303 Md. at 128. Mr. Holder couches his allegations under this prong within his claims that M&S breached their attorney-client relationship by betraying his confidence. He argues again that he pleaded facts in support of this claim in his complaint, which included in part that M&S "unequivocally breached the rules of professional conduct . . . ." But the "Maryland Rules of Professional Conduct . . . are not a reflection of public policy, nor do they provide a basis upon which to *impose liability*." *Kersten v. Can Grack, Axelson & Williamowsky, P.C.*, 92 Md. App. 466 (1992) (emphasis added). Indeed, an attorney's violation of the Rules of Professional Conduct cannot give rise to civil liability—the Rules regulate attorney conduct and are enforced by the Attorney Grievance Commission and,

ultimately, the Supreme Court of Maryland:

> Violation of a Rule does not itself give rise to a cause of action against an attorney nor does it create any presumption that a legal duty has been breached. In addition, violation of a Rule does not necessarily warrant any other non-disciplinary remedy, such as disqualification of an attorney in pending litigation. The Rules are designed to provide guidance to attorneys and to provide a structure for regulating conduct through disciplinary agencies. They are *not designed to be a basis for civil liability*.

Md. Rule 19-300.1 (emphasis added). That's why the circuit court directed Mr. Holder to file any such allegations as grievances to be addressed by the Attorney Grievance Commission. Mr. Holder took that recommendation as the court immunizing M&S from attorney misconduct. Not so. The court simply informed Mr. Holder that it was without jurisdiction to hear his allegations that M&S had violated the Rules of Professional Conduct because that jurisdiction lies with our Supreme Court. *Att'y Grievance Comm'n of Md. v. O'Neill*, 477 Md. 632, 658 (2022) (citation omitted).

As for the remaining allegations, Mr. Holder didn't provide the separation agreement identified in his contract with M&S. Without it, he still asks us to connect the land that he allegedly lost in the *Young I* litigation to that same land that the agreement with M&S covered, and from there to find that M&S neglected some duty under that agreement that caused his alleged loss. But he needed to allege any such duty with specificity. Although we take well-pled facts as true, conclusory allegations will not suffice. *See Continental Masonry Co., Inc.*, 279 Md. at 482 (affirming a motion to dismiss where the allegations in the complaint were "nothing more than a conclusory expression

of opinion without factual allegations to support . . .” them). Here, without the separation agreement, we cannot tell whether what M&S allegedly spoke to Mr. Holder’s adversaries about was within the scope of its representation of Mr. Holder.

But even if we agreed that Mr. Holder had pleaded sufficient facts, he fails at the *third* element of a legal malpractice claim: proximate cause, and specifically whether “the alleged negligence was a ‘cause in fact,’ . . . and that ‘but for’ the negligence, the injury would not have occurred.” *Taylor v. Feissner*, 103 Md. App. 356, 366 (1995) (internal citation omitted) (*quoting Peterson v. Underwood*, 258 Md. 9, 16 (1970)). This element “turns on whether the actual harm to the appellant fell within a general field of danger that [appellant-client] should have anticipated, rather than whether the harm was the specific kind that [the attorney] should have expected.” *Stone*, 330 Md. at 337. In other words, the “‘actor’s conduct may be held not to be a legal cause of harm to another where[,] after the event and looking back from the harm to the actor’s negligent conduct, it appears to the court highly extraordinary that it should have brought about the harm.’” *Id.* (*quoting* Restatement (Second) of Torts § 435(2) (Am. L. Inst. 1965)).

Mr. Holder stated in his second amended complaint that M&S’s “advice and counsel was the direct cause of Mr. Holder’s quit claim deed(s) being voided, which significantly contributed to the resulting judgement [sic] in favor of Young.” He added that were it not for M&S, he “would have good title to the escaped land . . . .” But this is just wrong. M&S didn’t prepare the quitclaim deeds on which Mr. Holder relies—a different lawyer, Adam Grievell, did. Indeed, Mr. Grievell was the only attorney to represent Mr. Holder in *Young*

*I* until Mr. Holder proceeded *pro se*. Mr. Holder has not once argued that M&S created the deeds or employed Mr. Grievell during the times the deeds were created, that M&S ever employed Mr. Grievell, or that M&S and Mr. Grievell collaborated to create the deeds. Instead, he asserts that M&S advised and counseled him on how to deed the properties. To impute Mr. Grievell's actions to M&S would be a stretch, crossing over the "highly extraordinary" line our Supreme Court spoke of in *Stone*. 330 Md. at 337.

From there, collateral estoppel applies. Mr. Holder disagrees, claiming that collateral estoppel is inappropriate and that he gets to relitigate the findings from *Young I*. But there is no need for the "trial within a trial" he seeks. This is not a case where Mr. Holder is seeking to prove "'what the result "should have been" or what the result "would have been"' had the lawyer's negligence not occurred."' *Suder v. Whiteford, Taylor & Preston, LLP*, 413 Md. 230, 242 (2010) (*quoting* Ronald E. Mallen & Jeffrey M. Smith, *Legal Malpractice* § 35:12 (2010)). That "trial within a trial" isn't always necessary, *see id.* at 243 ("[W]hen the plaintiff is damaged in a way other than receipt of a less favorable judgment, the trial-within-a-trial approach is not necessary to prove malpractice."), and definitely isn't necessary here because there was no unfavorable judgment that M&S litigated to adjudication on Mr. Holder's behalf. And even if there were such a judgment, such as *Young I*, M&S could not be the proximate cause of the result because M&S didn't represent Mr. Holder in that case.

Mr. Holder cites *Thomas v. Bethea*, 351 Md. 513 (1998) to further his argument, but that case doesn't change the analysis. That case recognized that in an attorney malpractice

case, where a party alleges that their attorney's negligence led to an inadequate settlement, the "trial within a trial" approach would be appropriate for calculating damages. *Id.* at 533. There was no settlement here—Mr. Holder lost the earlier case based on the absence of property rights that weren't memorialized in documents prepared by someone else. (Yes, that sentence is confusing, but it's confusing because it captures the logical path Mr. Holder's malpractice theory would require us to follow.)

And this result is ultimately because the "Gap" land doesn't exist. M&S couldn't advise Mr. Holder correctly about how to take title to non-existent property rights. The circuit court in the *Young I* litigation deemed those deeds void and we affirmed that decision. Because the property rights didn't exist, Mr. Holder never had them and couldn't have had them; because his deeds were void, they could never have conveyed those rights to him. The circuit court dismissed Mr. Holder's professional malpractice claim correctly.

### C. The Circuit Court Did Not Abuse Its Discretion When It Denied Mr. Holder's Motion To Alter Or Amend.

On the same day the circuit court entered its order dismissing Mr. Holder's second amended complaint, Mr. Holder filed a motion to alter or amend. He argued that the circuit court relied on unnecessary dicta in dismissing the breach of contract claim, that his claims for "Breach of Contract, Negligence, and/or Constructive Fraud against his attorney" were well-pled, and that the circuit court hadn't cited any authority for the proposition that it lacked authority to adjudicate claims under the Rules of Professional Conduct. M&S responded that Mr. Holder was rehashing the same arguments he had raised in opposing its motion to dismiss. M&S added that Mr. Holder could not assert a constructive fraud claim

at the revisory motion stage and that the circuit court was correct legally in its collateral estoppel analysis. The court denied the motion.

Mr. Holder now argues on appeal that, for the same reasons, the circuit court abused its discretion in denying his motion to alter or amend. M&S asserts again that Mr. Holder's motion to alter or amend reiterated the same arguments from his defense against M&S's motion to dismiss. They argue that Mr. Holder did not establish any error on the circuit court's part or present a compelling reason for that court to reconsider its dismissal of his complaint. We agree with M&S.

Generally, "the denial of a motion to alter or amend a judgment or for reconsideration is reviewed by appellate courts for abuse of discretion." *RRC Ne., LLC v. BAA Md., Inc.*, 413 Md. 638, 673 (2010). A trial court abuses its discretion "where no reasonable person would take the view adopted by the trial court or when the court acts without reference to any guiding principles," *Hariri v. Dahne*, 412 Md. 674, 687 (2010) (cleaned up), or where the court's ruling is "clearly against the logic and effect of facts and inferences before the court or when the ruling is violative of fact and logic." *Id.* (cleaned up).

Under Maryland Rule 2-534, a circuit court has discretion to open, supplement, or amend a judgment:

> In an action decided by the court, on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new

judgment.

"An appellate challenge to a court's ruling on a Rule 2–534 motion is typically limited in scope." *Schlotzhauer v. Morton*, 224 Md. App. 72, 84 (2015), *aff'd*, 449 Md. 217 (2016). Where a party takes an appeal upon the denial of this motion, "reversal is warranted in cases where there is both an error and a compelling reason to reconsider the underlying ruling." *Id.* at 85. These motions don't remedy instances of mere disagreement, but situations where a court judgment: (1) was based on "a clear mistake made by court personnel and was erroneous as a matter of law"; (2) was "based solely on the nonappearance of a person who was never properly identified of the hearing"; and (3) where "there is an arguably meritorious claim or defense." *Williams v. Hous. Auth. of Balt. City*, 361 Md. 143, 153 (2000); *see id.* (court abused its discretion when denying post-judgment motion after circuit court had dismissed appeal from district court due to nonappearance of party at hearing despite court not informing them of hearing date). Additionally, "an error in applying the law can constitute an abuse of discretion, even in the context of a motion for reconsideration made pursuant to Maryland Rule 2-534." *Morton*, 449 Md. at 232. Lastly, "[w]hen a party requests that a court reconsider a ruling solely because of new arguments that the party could have raised before the court ruled, the court has almost limitless discretion not to consider those new argument[s]." *Schlotzhauer*, 224 Md. App. at 85. On the other hand, "when a party makes a prompt and timely request that a court reconsider a ruling because of a development that the party could not have raised before the court rule, the court can and should reconsider its decision." *Id.*;

*see id.* at 96 (court should have reconsidered its decision awarding summary judgment on personal injury claim because claimant reacquired rights to assert claim on same day summary judgment order came down, and those rights related back to date claimant filed complaint).

Mr. Holder's constructive fraud arguments are dispatched easily. He never alleged constructive fraud in his complaint, never included a constructive fraud count, and never argued constructive fraud before the motion to alter or amend, which he could have. The circuit court didn't abuse its discretion in declining to consider those arguments. *See Schlotzhauer*, 224 Md. App. at 85. As to the rest of the claims, M&S is right that Mr. Holder's motion rehashed the same arguments the court had just decided and offered no newly discovered evidence or authority (which would have been difficult anyway since the motion was filed the same day as the decision it asked the court to alter or amend). Mr. Holder offered no compelling reason for the circuit court to reconsider its decision to dismiss his complaint and the court did not abuse its discretion in denying his motion to alter or amend.

**JUDGMENT OF THE CIRCUIT COURT FOR WASHINGTON COUNTY AFFIRMED. APPELLANT TO PAY COSTS.**