

Circuit Court for Baltimore City
Case No. C-24-CV-24-002785

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND

No. 2500

September Term, 2024

WILLIAM H. HOLZERLAND, ESQUIRE

v.

KIMBERLY ANNE DeBARGE

Graeff,
Berger,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: January 14, 2026

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

— Unreported Opinion —

William H. Holzerland, Esquire, appellant, appeals from the granting, by the Circuit Court for Baltimore City, of a motion by Kimberly Anne DeBarge, appellee, to dismiss. For the reasons that follow, we shall reverse the judgment of the circuit court and remand the case for further proceedings.

In September 2024, Mr. Holzerland filed in the circuit court a complaint in which he contended, in pertinent part:

On April 19, 2012, [Mr. Holzerland] and an individual then known as Anne Liggio Holzerland (currently “Anne Liggio Hess” or “Ms. Hess”) ratified a contract (hereinafter, the “Confidential Settlement Contract”) settling property issues stemming from dissolution of their marriage.

[Ms. DeBarge] was aware of the existence of the Confidential Settlement Contract of its general terms and conditions.

The Confidential Settlement Contract has remained valid and enforceable since the date of its ratification.

Beginning on or about July 12, 2023, and continuing through the present, [Ms. DeBarge], individually and through agents or others, communicated by phone, text message, and electronic mail (hereinafter “e-mail”) with Ms. Hess for the explicit purpose of soliciting information covered by the Confidential Settlement Contract and inducing breach of that agreement by Ms. Hess.

On or about July 12, 2023 and on a continuous basis thereafter, Ms. Hess did breach the Confidential Settlement Contract and disclosed information and known falsehoods to [Ms. DeBarge] and others that were subject to provisions of the Confidential Settlement Contract prohibiting disclosure to third parties.

On or about July 12, 2023 and on a continuous basis thereafter, Ms. Hess did breach the Confidential Settlement Contract and disclosed via electronic and other means information and known falsehoods to [Ms. DeBarge] and others that were subject to provisions of the Confidential Settlement Contract prohibiting disparagement of [Mr. Holzerland].

Those communications included, amongst other things, disclosure of privileged information, confidential information, and/or defamatory statements pertaining to [Mr. Holzerland] by [Ms. DeBarge] and others.

During that same time period and on an ongoing basis thereafter, [Ms. DeBarge] and Ms. Hess have communicated to third parties privileged information, confidential information, and/or defamatory statements pertaining to [Mr. Holzerland].

[Mr. Holzerland] learned of the existence of [Ms. DeBarge's] oral and written statements described above, which were intended to and did induce violation of the Confidential Settlement Contract, and which defamed and damaged [Mr. Holzerland], via a third party's discovery disclosure in an unrelated Maryland legal matter on June 14, 2024.

(Paragraph numbering omitted.) Mr. Holzerland requested damages and other relief on the grounds of tortious inference with contract, defamation by “statements alleging [that he] committed theft,” and defamation by “false statements pertaining to” a “2008 misdemeanor property damage matter.”

On October 11, 2024, Ms. DeBarge filed the motion to dismiss the complaint on the ground that Mr. Holzerland “failed to state a claim upon which relief can be granted.” On October 30, 2024, Mr. Holzerland filed a “Motion for Leave to File Opposition to Defendant’s Motion to Dismiss Out of Time,” or “In the Alternative Requesting Leave to Amend the Complaint for Relief” (hereinafter “motion for leave”). Following a hearing, the court summarily stated: “This Court finds that in viewing the facts in a light most favorable to the Plaintiff, the complaint does not disclose a legally sufficient cause of action. And the Plaintiff has failed to adequately allege facts that even if proven, could support the relief sought for defamation and tort[i]ous interference with a cont[r]act.” The

court subsequently issued an order in which it granted the motion to dismiss with prejudice, and denied the motion for leave as moot.

Mr. Holzerland contends that the court “err[ed] or abuse[d] its discretion in granting [the] motion to dismiss with prejudice,” that the court “err[ed] or abuse[d] its discretion in denying” the motion for leave “as moot,” and that “the cumulative error doctrine require[s] reversal.” We agree with Mr. Holzerland’s first contention. The Supreme Court of Maryland has stated:

Pursuant to Maryland Rule 2-322(b)(2), a defendant may move to dismiss a complaint for failure to state a claim upon which relief can be granted. The court must read the complaint in the light most favorable to the plaintiff, and accept as true the well-pleaded facts and the reasonable inferences drawn from such facts. The court may dismiss the complaint only if the allegations and permissible inferences drawn therefrom fail to state a cause of action. The court’s ruling is a question of law that appellate courts review without deference.

Eastland Food Corp. v. Mekhaya, 486 Md. 1, 20 (2023) (citations omitted).

With respect to tortious interference with contract, the Court has stated that a “claim for intentional interference with contractual or business relations requires the following elements:

(1) intentional and wilful acts; (2) calculated to cause damage to the plaintiffs in their lawful business; (3) done with the unlawful purpose to cause such damage and loss, without right or justifiable cause on the part of the defendants (which constitutes malice); and (4) actual damage and loss resulting.”

Blondell v. Littlepage, 413 Md. 96, 125 (2010) (internal citation omitted). Here, Mr. Holzerland alleged in his complaint that Ms. DeBarge “communicated with Ms. Hess on or about July 12, 2023 with malicious intent and for the purpose of inducing Ms. Hess to

violate the Confidential Settlement Contract,” and that Ms. DeBarge’s “intent . . . was for information and allegations . . . to be used for the purposes of harassing, annoying, and/or embarrassing [Mr. Holzerland] and/or to cause [him] pecuniary harm.” Mr. Holzerland further alleged that Ms. DeBarge “committed acts of interference with the Confidential Settlement Contract for the purpose of maliciously interfering in a legal matter to which she was not a party,” and that he “has suffered pecuniary harm, reputational damage, [and] mental anguish and suffering.” Read in the light most favorable to Mr. Holzerland, these allegations and permissible inferences drawn therefrom adequately state a cause of action for tortious interference with contract.

With respect to defamation, the Court has stated that

[u]nder Maryland law, to present a prima facie case for defamation, a plaintiff must ordinarily establish that the defendant made a defamatory statement to a third person; that the statement was false; that the defendant was legally at fault in making the statement; and that the plaintiff thereby suffered harm. A defamatory statement is one which tends to expose a person to public scorn, hatred, contempt[,] or ridicule, thereby discouraging others in the community from having a good opinion of, or associating with, that person.

Selye-Radtke v. Hosmane, 450 Md. 468, 471 n.1 (2016) (quoting *Gohari v. Darvish*, 363 Md. 42, 54 (2001)). Here, Mr. Holzerland alleged in his complaint that Ms. DeBarge made “false statements imputing commission by [Mr. Holzerland] of crimes of moral turpitude” and “alleging [that he] committed despicable acts.” Mr. Holzerland further alleged that Ms. DeBarge “knew these statements were false or . . . made [them] with gross disregard as to their relative merit,” and that “[a]s a direct and proximate cause,” Mr. Holzerland “has suffered . . . harm to his ability to carry out his profession, injury to his reputation, embarrassment, humiliation, and emotional distress.” Read in the light most favorable to

Mr. Holzerland, these allegations and permissible inferences drawn therefrom adequately state a cause of action for defamation. Accordingly, we reverse the circuit court's granting of the motion to dismiss, and remand the case for further proceedings.¹

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE CITY REVERSED.
CASE REMANDED TO THAT COURT
FOR FURTHER PROCEEDINGS
CONSISTENT WITH THIS OPINION.
COSTS TO BE PAID BY MAYOR AND
CITY COUNCIL OF BALTIMORE.**

¹Because we reverse the circuit court's judgment, we need not address Mr. Holzerland's second and third contentions.