

Circuit Court for Baltimore County  
Case No. 03-C-18-004350

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 2812

September Term, 2018

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CHARLES H. CARTER

v.

CSI CORPORATION OF D.C., ET AL.

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Beachley,  
Shaw Geter,  
Moylan, Charles E., Jr.  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: May 5, 2020

\*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Charles H. Carter, appellant, appeals from a civil action in the Circuit Court for Baltimore County against CSI Corporation of D.C. (“CSI”), Johnetta Holland-Briggs, Maurice Epps, and Pamela Crim, appellees. Mr. Carter challenges the court’s denial of his motion for default judgment and granting of appellees’ motions to dismiss. For the reasons that follow, we shall affirm the judgments of the circuit court.

On April 30, 2018, Mr. Carter filed a complaint in which he contended that he had been “employed as a security officer for CSI” at the Camp Fretterd Military Reservation in Reisterstown. According to Mr. Carter, Ms. Holland-Briggs is the “CEO” of CSI, Mr. Epps is the company’s “Project Manager” and “Human Resources Manager,” and Ms. Crim is the “employee . . . responsible for oversight and management of” Camp Fretterd. Mr. Carter contended that, on April 19, 2018, he “was terminated from that employment because of an allegation of failure to provide CSI with required signed documents/medical records.” Mr. Carter contended that the “termination was [actually] the product of [his] not accepting orders to commit a form of fraud” and “violate CSI’s own policy,” and was “retaliatory in nature because of [his] refusal to pay[] associated cost[s] for physical exams, blood testing[,], and drug testing, as well as the utilization and exercising of [his] rights.”

Mr. Carter attached to the complaint a letter, dated April 19, 2018, from Mr. Epps, in which he stated:

SYNOPSIS

In accordance to 3.2.38.1 the contractor shall ensure that all personnel are free from any conditions that would interfere with the full performance of duties, as demonstrated by the result of a physical examination. Disqualifying conditions include presence of any blood borne pathogens, including hepatitis and HIV.

In accordance to 3.2.38.2 the contractor shall ensure that contract employees' current immunizations meet the local civilian law enforcement requirements.

In accordance to The Security Specialist (AT/FP) or his/her designee reserves the right to permanently exclude any individual from performance under this contract under Section 3.2.34[.]

### INVESTIGATION

On March 8, 2018 the below information was forwarded to CSI Corporation via e-mail from Lt. Frank J. Valenza Physical Security Specialist MDARNG, stating as follows. “[A]ttached is a copy of DA FM 5557 which is required for all security guards employed by the Maryland Army National Guard. Could you please send this form to the Guards to have them fill out and sign part IV? I also need the medical screenings for all the guards working for the MDARNG. These documents need to be added to the guard packets to meet screening requirements[.]”

As of April 19, 2018 at 10:30am the cut-off date/time, you have failed to provide the required documents.

### CONCLUSION AND RECOMMENDATION

This investigation has concluded that you did in fact fail to provide the required documents requested, therefore CSI Corporation has no other course of action but to remove you from your duty assignments at Camp Fretterd Military Reservation/5<sup>th</sup> Regiment Armory and place you on-call in consideration for any upcoming contracts that you may qualify for.

Mr. Carter contended that “being removed from duty and placed in an on-call status” constituted a “camouflaged termination[.]” (italics omitted), where “[o]n paper he says this but off paper he says you will no longer be paid, stay away from the worksite and turn in all your gear[.]”

Mr. Carter further stated that on April 28, 2018, “the following text was sent to a couple of individuals:”

Good afternoon, on behalf of Mr. Epps in order to start your on call process you are being instructed to contact Lieutenant Jordan at CSI Corporation of DC headquarters on Monday at 11 a.m. you will speak with her regarding uniform pickup to work other contract sites if you have any questions please feel free to reach out to Mr. Epps.

Mr. Carter contended that the text “appears to be an attempt to rescind the termination and replace it with another deception by placing someone on an on-call list and then not call them.” Mr. Carter contended that “this deception does not satisfy Maryland law and/or CSI’s policy violation, as it pertains to wrongful terminations.” Mr. Carter also attached to the complaint an excerpt of CSI’s “Operations Handbook,” which states that “employees who successfully complete [a] Probationary Period will have their status changed to permanent employees for the duration of the contract, provided they maintain an[] acceptable level of professionalism, fitness, compliance with rules and regulations[,] and any required training and licensing.”

On May 14, 2018, Mr. Carter filed a “Certificate of Service,” in which he contended that appellees “were properly served on May 3, 2018 at approximately 1:05 pm.” Mr. Carter contended that appellees “examined and held on to the served Writ of Summonses, Complaint[,] and Exhibits for several days,” then “mailed the served documents back to [Mr. Carter’s] home.” Mr. Carter attached to the certificate an “Evasion Affidavit,” in which private processor Darlene Wing stated that, on May 3, 2018, she and Mr. Carter “responded to . . . Camp Fretterd,” where Ms. Crim “observed [Ms. Wing] hand the summons to [Mr. Carter] to hand to [Ms. Crim], as was done.”

On June 4, 2018, Ms. Crim filed a “Motion to Dismiss the Complaint or in the Alternative Motion for Summary Judgment,” in which she contended that Mr. Carter “has

not alleged facts or circumstances to support a claim for wrongful termination,” and “failed to state a claim for which relief can be granted.” Ms. Crim attached to the motion an excerpt from CSI’s “Employee Handbook,” which states that CSI “reserves the right to terminate an employee ‘at will’ at any time for any reason that it deems appropriate.”

On June 18, 2018, Mr. Carter filed a “Request that Order of Default be Entered and Subsequent Default Judgment or in the Alternative . . . Motion in Opposition of Dismissal and . . . Motion for Summary Judgment.” In the pleading, Mr. Carter contended that “[a]ll [d]efendants were properly served,” but Ms. Holland-Briggs and Mr. Epps had failed to file a response, and Ms. Crim’s response was “untimely.” Mr. Carter further contended that Ms. Crim’s motion “contains . . . many disingenuous statement[s] or phrases,” and summary judgment was appropriate because his “claims are supported by [appellees’] own business records and policies,” and because “[t]here is no genuine dispute as to any material facts.”

On July 16, 2018, CSI, Ms. Holland-Briggs, and Mr. Epps filed a “Motion to Dismiss the Complaint or in the Alternative Motion for Summary Judgment,” in which those appellees contended that Mr. Carter “was an at-will employee,” “cites no Maryland public policy that was contravened,” “presents no allegation [or] evidence that he reported any alleged illegal conduct to law enforcement or judicial authorities,” “violated CSI policy,” and “fails to allege any facts supporting a hostile work environment.” (Capitalization omitted.) Appellees also filed on that date an “Opposition to [Mr. Carter’s] Motion for Default Judgment,” in which they contended that CSI, Ms. Holland-Briggs, and Mr. Epps “have never been properly served,” “service upon Ms. Crim was . . . improper,”

and a motion to vacate a default judgment pursuant to Rule 2-613<sup>1</sup> “would be meritorious . . . given the strong defenses . . . outlined in [the] motions to dismiss.” (Capitalization omitted.)

On October 17, 2018, the court held a hearing on the motion for default judgment and motions to dismiss. Following the hearing, the court denied the motion for default judgment, stating: “Even assuming the defendants were properly served and failed to timely file a responsive pleading and the [c]ourt entered an order of default, the dispositive motions demonstrate that there is a substantial and sufficient basis for an actual controversy as to the merits of the action and that it would be equitable to excuse the failure to plead.” (Internal citation and quotations omitted.) The court also granted the motions to dismiss, concluding that “Mr. Carter was an at-will employee of CSI,” and “[g]enerally, an employee or employer may terminate at-will employment at any time for any reason.” The court further concluded that Mr. Carter “failed to sufficiently plead that [his] dismissal . . . violated some clear mandate of public policy,” or “that CSI breached any contractual obligation related to his employment.”

Mr. Carter first contends that the court erred in denying the motion for default judgment, because “[t]here is no valid material evidence that could create an actual controversy that would move the court to vacate a Default Order.” We disagree. Mr. Carter attached to his complaint a letter indicating that he was not terminated from

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<sup>1</sup>Rule 2-613(e) states: “If the court finds that there is a substantial and sufficient basis for an actual controversy as to the merits of the action and that it is equitable to excuse the failure to plead, the court shall vacate the order.”

employment, but instead “place[d] on-call in consideration for [other] contracts.” The letter also indicated that he was so placed not because he refused “to commit a form of fraud” or pay “associated cost[s] for physical exams, blood testing[,] and drug testing,” but because he failed to provide required documents. Mr. Carter further alleged in the complaint that prior to filing, CSI issued a text instructing him “to contact . . . CSI . . . headquarters . . . regarding uniform pickup to work other contract sites.” Finally, appellees attached to their motions to dismiss evidence that CSI’s employment of Mr. Carter was “at will,” and Mr. Carter attached to his complaint evidence that, under certain circumstances, CSI was authorized to terminate a permanent employee. This evidence was sufficient for the court to find a substantial and sufficient basis for an actual controversy as to the merits of the action, and hence, it was equitable for the court to deny the motion for default judgment.

Mr. Carter next contends that the court erred in “denying [his] Motions without granting him a hearing.” We disagree. The record reflects that on October 17, 2018, the court held a hearing on the motions. At the hearing, the transcript of which is in the record, Mr. Carter appeared before the court and presented argument in support of the motions. The court stated that “[e]verybody [was] going to get their opportunity to say what they need to say,” and there is no indication in the transcript that the court prohibited Mr. Carter from presenting any particular argument or submitting exhibits. Hence, Mr. Carter received a hearing on the motions.

Finally, Mr. Carter contends that, for numerous reasons, the court erred in granting appellees’ motions to dismiss. The Court of Appeals has stated that we must

review the grant of a motion to dismiss as a question of law. In considering a dismissal, we inquire whether the well-pleaded allegations of fact contained in the complaint, taken as true, reveal any set of facts that would support the claim made. A court must assume the truth of all well-pleaded relevant and material facts as well as all inferences that reasonably may be drawn therefrom, and order dismissal only if the allegations and permissible inferences, if true, would not afford relief to the plaintiff, *i.e.*, the allegations do not state a cause of action.

*Shenker v. Laureate Education*, 411 Md. 317, 334-35 (2009) (citations omitted). But, “[a]ny ambiguity or uncertainty in the allegations bearing on whether the complaint states a cause of action must be construed against the pleader.” *Id.* at 335 (citation omitted).

Here, Mr. Carter alleged in his complaint that he was wrongfully terminated from employment by CSI. But, he also submitted evidence, specifically the April 19, 2018 letter and April 28, 2018 text message, that he was not terminated, but instead placed on call “to work other contract sites.” Indeed, the text message appears to instruct Mr. Carter “to contact . . . CSI . . . headquarters [to] speak . . . regarding uniform pickup to work other contract sites,” but he does not contend that he subsequently did so or that he was not offered the opportunity to work other sites. The contradiction between the communications from CSI and Mr. Carter’s contention that he was “terminated” gives rise to an ambiguity or uncertainty that must be construed against Mr. Carter. Hence, the complaint failed to state a cause of action.

Even if there was no ambiguity or uncertainty that Mr. Carter’s employment was terminated, he would not prevail. We have stated that “[g]enerally, at-will employment may be terminated by the employee or employer at any time for any reason,” and “[a]n employee [alleging wrongful discharge] must establish . . . that the dismissal violated some



clear mandate of public policy[.]” *Holden v. Univ. Sys. Of Md.*, 222 Md. App. 360, 366-67 (internal citations and quotations omitted). Here, Mr. Carter did not attach to his complaint any evidence that he was not an at-will employee, and indeed, attached evidence that even a “permanent” employee could be terminated under certain circumstances. Also, Mr. Carter does not identify the clear mandate of public policy that authorized him to decline to provide the documents and medical records requested by CSI. Hence, the court did not err in granting the motions to dismiss.

**JUDGMENTS OF THE CIRCUIT COURT  
FOR BALTIMORE COUNTY AFFIRMED.  
COSTS TO BE PAID BY APPELLANT.**