

Circuit Court for Howard County
Case No. C-13-CV-20-000249

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 419

September Term, 2024

JOSEPH PATRAIC WEYMOUTH

v.

REMAX ADVANTAGE REALTY, *et al.*

Friedman,
Tang,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Tang, J.

Filed: May 27, 2026

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

This case arises from a series of orders entered by the Circuit Court for Howard County during proceedings in which the appellant, Joseph Patraic Weymouth (“Weymouth”), alleged that multiple defendants collectively failed to disclose a latent defect in a condominium unit he purchased. Weymouth, pro se, presents the following issues in his informal brief, which we rephrase for clarity:¹

1. Did the circuit court err in granting summary judgment as to certain defendants on the original complaint?
2. Did the court err or abuse its discretion in awarding attorneys’ fees to these defendants?
3. Did the court err in denying Weymouth’s counsel’s motion to withdraw from the case?
4. Did the court err in striking Weymouth’s pro se filings, including various notices of appeal?

Only one issue, under the fourth question presented—whether the court erred in striking Weymouth’s notices of appeal—is properly before us. We lack appellate jurisdiction to address the remaining issues because no final judgment exists. For the reasons set forth below, we shall dismiss the appeal.

¹ In his informal brief, Weymouth presents the issues as follows:

1. When viewed in the light most favorable to Appellant, was sufficient evidence presented to survive motion for judgment?
2. Were the legal fees reasonable or excessive and unwarranted, and did the [c]ourt follow Maryland law requirement prerequisites [sic]?
3. Did the [c]ourt violate Appellant’s Constitutional rights when denying release of Appellant’s Counsel?
4. Did the [c]ourt violate Appellant’s Constitutional rights in striking all pro se pleadings and Appeal?

I.

RELEVANT BACKGROUND

On March 9, 2020, Weymouth, pro se, filed a lawsuit related to the purchase of a condominium unit in Ellicott City on March 31, 2015. He reported that in June 2015, after closing on the sale, water leaked from the ceilings of his living room and bedroom. Leaks occurred again on July 1, 2015, following rainfall, and once more on August 21, 2015. Weymouth alleged that the sellers of the unit, their real estate agent, the condominium association, its board members, and the property manager were all involved in failing to disclose and concealing a latent defect—specifically water infiltration—prior to the closing of the sale.

Original Complaint

Weymouth filed the original complaint against the following parties:

1. James Sypniewski and Melissa Mooney, who sold Weymouth the condominium unit (collectively, the “Sellers”);
2. The Sellers’ real estate agent, Remax Advantage Realty, and its realtor, Eric Pakulla (collectively, the “Realtors”);
3. Greystone Condominium Association, Inc. (the “Condo”), and its board members (the “Board Members”);
4. The Condo’s property manager, Howard Property Management, Inc. (the “Property Manager”).

In his 127-page complaint, he asserted 13 counts against the defendants as follows:

Count 1: Void or voidable contract for fraud against all defendants.

Count 2: Negligence against all defendants.

Count 3: Violation of the Maryland Consumer Protection Act against all defendants.

Count 4: Failure to produce and keep association record and holding unauthorized closed meetings against the Condo, Board Members, and Property Manager.

Count 5: Fraudulent concealment against all defendants.

Count 6: Breach of contract against the Condo and Property Manager.

Count 7: Violation of the Maryland Condominium Act against the Condo and Property Manager.

Count 8: Declaratory relief under the Maryland Condominium Act against the Condo and Property Manager.

Count 9: Breach of implied warranties against all defendants.

Count 10: Breach of express warranties against all defendants.

Count 11: Negligent misrepresentation against all defendants.

Count 12: Civil conspiracy against all defendants.

Count 13: Specific performance against the Condo and Property Manager.

In April 2020, the defendants filed their responses to the complaint. The Condo, Board Members, and the Property Manager filed a motion to dismiss or in the alternative, motion for summary judgment, primarily arguing that the claims were barred by the three-year statute of limitations. However, these defendants acknowledged that this defense did not apply to Counts 4, 6, 7, 8, and 13 of the complaint.

The Sellers also filed a motion to dismiss, along with a separate motion for summary judgment in the alternative, primarily arguing that the claims against them were barred by the statute of limitations. Additionally, the Sellers filed an answer to the complaint, denying liability, and they sought attorneys' fees under the prevailing party provision of the residential contract of sale.

The Realtors filed a motion to dismiss on the primary basis that the claims against them were barred by the statute of limitations. They also filed an answer to the complaint, denying liability and requesting attorneys' fees under the prevailing party provision of the residential contract of sale.

The circuit court scheduled a hearing on these dispositive motions for August 28, 2020.

On August 27, 2020, counsel entered an appearance on behalf of Weymouth. The following day, at the scheduled motions hearing, Weymouth's counsel requested a postponement, partly because he intended to amend the complaint, which would likely affect the resolution of the pending motions related to the original complaint. Defense counsel opposed, citing the time and expense involved in preparing the motions and for the hearing.

Ultimately, the court granted the postponement and rescheduled the hearing for September 28, 2020, but awarded defense counsel fees for preparing for the hearing that did not take place. The court clarified that the rescheduled hearing would address the pending dispositive motions related to the original complaint.

On September 24, 2020, Weymouth, through counsel, filed a motion seeking permission to file an amended complaint without submitting a comparison copy. Counsel explained that he intended to "replace the original Complaint in its entirety" with an amended complaint that would "significantly alter the allegations and causes of action" in form and "substance" and that the amended complaint would "stand on its own[.]"

On September 28, 2020, the court held the rescheduled hearing on the dispositive motions and stated it would treat them as motions for summary judgment. The court acknowledged Weymouth’s motion to file an amended complaint. The defendants expressed their desire to proceed with the motions based on the original complaint, relying on the statute of limitations defense. The court deferred ruling on Weymouth’s motion until after deciding the dispositive motions, reasoning that if the defendants prevailed on the statute of limitations defense, “there won’t be an amended complaint.” The court indicated it would issue a written opinion due to the complexity of the 127-page complaint involving multiple defendants and various issues.

On October 13, 2020, the court entered a memorandum opinion and order disposing of the claims in the original complaint. The court concluded that Counts 1–3, 5, and 9–12 of the original complaint as to the Sellers and Realtors were barred by the statute of limitations. Accordingly, it granted judgment in favor of the Sellers and the Realtors and dismissed them from the action with prejudice. However, it denied the motion filed by the Condo, Board Members, and Property Manager without prejudice.

Amended Complaint

On October 8, 2020, days before the court issued its memorandum opinion and order and prior to the deadline for the defense to respond to Weymouth’s motion to file an amended complaint, Weymouth filed an amended complaint without a comparison copy. The Sellers and Realtors filed oppositions to Weymouth’s motion and moved to strike the amended complaint. They argued, in part, that the court’s memorandum opinion and order

had already dismissed them from the case with prejudice. On November 4, 2020, the court granted Weymouth’s motion to file the amended complaint without a comparison copy.

The amended complaint retained the same defendants, except for the Board Members, who were no longer named. Weymouth asserted the following counts:

Count 1: Specific performance against the Condo.

Count 2: Breach of contract (maintenance, repair, and replacement) against the Condo.

Count 3: Breach of contract (repair agreement) against the Condo.

Count 4: Breach of fiduciary duty against the Condo.

Count 5: Negligence against the Condo.

Count 6: Consumer Protection Act (Resale Certificate) against the Condo and the Property Manager.

Count 7: Negligent misrepresentation against the Realtors.

Count 8: Intentional misrepresentation against the Realtors.

Count 9: Negligent misrepresentation against the Sellers.

Count 10: Intentional misrepresentation against the Sellers.

Count 11: Rescission of contract against the Sellers.

Count 12: Civil conspiracy against all defendants.

The Condo and the Property Manager filed an answer to the amended complaint. The Sellers and Realtors did not file any dispositive motions concerning the amended counts against them.

Weymouth filed motions for reconsideration challenging the portion of the memorandum and order that granted summary judgment in favor of the Sellers and Realtors on the *original* complaint. He argued, in part, that the allegations in the amended

complaint—filed after the court’s memorandum and order—raised genuine disputes of material fact that should have precluded summary judgment for the Sellers and Realtors. The court denied these motions.

Notably, none of the counts against the Sellers and Realtors in the amended complaint were dismissed. However, it appears that both the parties and the court were operating under the assumption that the Sellers and Realtors had been dismissed from the amended complaint.²

Eventually, Weymouth settled the claims against the Condo and the Property Manager. On December 8, 2023, the three parties filed a stipulation of dismissal with prejudice as to the Condo and the Property Manager. However, the court did not enter an order dismissing the Condo and Property Manager.

Attorneys’ Fees

Throughout the proceedings, the Sellers and Realtors requested attorneys’ fees and supplemented their requests under the prevailing party provisions of the residential sales contract. The court awarded some fees and scheduled a hearing for March 26, 2024 to address the supplemental fee requests. Meanwhile, Weymouth expressed a desire to proceed pro se, and, with his consent, his counsel moved to withdraw on March 5.

² For instance, Weymouth filed a pretrial statement on May 21, 2021, stating that the amended complaint asserted the “remaining claims” only against the Condo and Property Manager. In a joint motion filed May 24, 2021, Weymouth, the Condo, and the Property Manager referred to the Condo and the Property Manager as the “remaining defendants.” In a June 30, 2021 order, the court referred to Sellers and Realtors as “dismissed Defendants” while indicating that the “merits of the action as to the remaining Defendants [the Condo and Property Manager] have yet to be determined at trial.”

However, the court denied this request on March 11. The hearing went forward on March 26; Weymouth’s counsel appeared, but Weymouth did not.

On March 28, 2024, the court issued a memorandum opinion and order and entered judgment in favor of the Sellers and Realtors for \$198,483.09 and \$48,011.95, respectively. Subsequently, Weymouth’s counsel filed a motion to alter or amend the judgment, and Weymouth, pro se, filed another motion for reconsideration of the court’s summary judgment ruling on the original complaint. The court denied both motions.

That same day, Weymouth’s counsel renewed his motion to withdraw his appearance, which the court granted on April 10, 2024.

We will provide additional facts as they become relevant to the discussion.

II.

DISCUSSION

This Court has jurisdiction over an appeal only when it is taken from a final judgment or is otherwise permitted by law. *See Addison v. Lochearn Nursing Home, LLC*, 411 Md. 251, 273–74 (2009). A final judgment is one that “disposes of all claims against all parties and concludes the case.” *In re Donald Edwin Williams Revocable Tr.*, 234 Md. App. 472, 490 (2017).

An order will constitute a final judgment if the following conditions are satisfied: (1) it must be intended by the court as an unqualified, final disposition of the matter in controversy; (2) it must adjudicate or complete the adjudication of all claims against all parties; and (3) the clerk must make a proper record of it on the docket. In other words, for an order to qualify as a final judgment, it must adjudicate each and every claim and be reflected in a docket entry.

Waterkeeper All., Inc. v. Md. Dep’t of Agric., 439 Md. 262, 278–79 (2014) (citation modified).

Maryland Rule 2-602(a) makes clear that a judgment that does not dispose of all claims by and against all parties is not a final judgment. Specifically, it provides:

(a) Generally. Except as provided in section (b) of this Rule, *an order* or other form of decision, however designated, that adjudicates fewer than all of the claims in an action (whether raised by original claim, counterclaim, cross-claim, or third-party claim), or that adjudicates less than an entire claim, or *that adjudicates the rights and liabilities of fewer than all the parties to the action*:

(1) *is not a final judgment*;

(2) does not terminate the action as to any of the claims or any of the parties; and

(3) is subject to revision at any time before the entry of a judgment that adjudicates all of the claims by and against all of the parties.

(emphases added). Moreover, “[a] final judgment does not take effect unless and until it is set forth on a ‘separate document’ consistent with Rule 2-601(a) and is entered on the docket consistent with Rule 2-601(b).” *Md. Bd. of Physicians v. Geier*, 241 Md. App. 429, 479 (2019) (citation modified).

“An order that is not a final judgment is an interlocutory order and ordinarily is not appealable” *Nnoli v. Nnoli*, 389 Md. 315, 324 (2005). “An interlocutory order may be appealed, however, if an immediate appeal is authorized by a statute, if it falls within the collateral order doctrine, or if the circuit court directs the entry of a final judgment pursuant to Maryland Rule 2-602.” *Bartenfelder v. Bartenfelder*, 248 Md. App. 213, 230 (2020) (footnote omitted).

To qualify as a collateral order, a ruling must satisfy four criteria: (1) it must conclusively determine the disputed question; (2) it must resolve an important issue; (3) it must be completely separate from the merits of the action; and (4) it must be effectively unreviewable on appeal from a final judgment.

McLaughlin v. Ward, 240 Md. App. 76, 88 (2019) (citation modified). “The collateral order doctrine is a very narrow exception to the final judgment rule, and each of its four requirements is very strictly applied in Maryland.” *Nnoli*, 389 Md. at 329.

“Because the absence of a final judgment may deprive a court of appellate jurisdiction, we can raise the issue of finality on our own motion.” *Zilichikhis v. Montgomery Cnty.*, 223 Md. App. 158, 172 (2015).

Issue 1: “Summary Judgment/Statute of Limitations”

Issue 2: “Legal Fees”

The absence of a final judgment deprives this Court of appellate jurisdiction to review the first two issues on appeal. We begin with the principle that “[a]n amended complaint supersedes the initial complaint, rendering the amended complaint the operative pleading.” *Pomroy v. Indian Acres Club of Chesapeake Bay, Inc.*, 254 Md. App. 109, 119 (2022) (quoting *Asphalt & Concrete Servs., Inc. v. Perry*, 221 Md. App. 235, 267 (2015)). “The amended complaint replaces the initial complaint in its entirety, and the initial complaint is considered withdrawn.” *Asphalt & Concrete Servs.*, 221 Md. App. at 267; *see also Abbott v. Forest Hill State Bank*, 60 Md. App. 447, 453 (1984) (filing of amended declaration had the effect of withdrawing previous declaration); *Mark Downs, Inc. v. McCormick Props., Inc.*, 51 Md. App. 171, 181 n.3 (1982) (explaining that “an amended complaint replaces the earlier complaint in its entirety,” and that “[t]he earlier complaint is

regarded as withdrawn or abandoned, and is no longer part of the complainant’s averments against [their] adversary”).

When Weymouth filed the amended complaint, it replaced the original complaint and became the operative pleading. *See Pomroy*, 254 Md. App. at 121 (“[W]hen a party files an amended complaint, the original complaint is considered withdrawn, and the amended complaint becomes the operative pleading.”). In the amended complaint, Weymouth asserted seven counts against the Condo (Counts 1–6 and 12), two counts against the Property Manager (Counts 6 and 7), three counts against the Realtors (Counts 7, 8, and 12), and four counts against the Sellers (Counts 9–12). However, there is no order that adjudicated all the claims against all the parties under the amended complaint. *See Md. Rule 2-602(a)*. Nor was there a separate document or docket entry reflecting such an order. *See Md. Rule 2-601(a), (b)*.

The parties and the circuit court seemed to believe that the order granting the motions for summary judgment as to the Sellers and Realtors under the *original* complaint resolved, as a practical matter, the claims against the Sellers and Realtors under the *amended* complaint on the basis that the amended claims against them were also barred by the statute of limitations.

At the outset, we are skeptical that the order granting judgment in favor of the Sellers and Realtors on the *original* complaint extends to the claims against them in the *amended* complaint, since the claims in the original complaint were withdrawn and replaced by those in the amended complaint. *See, e.g., Pomroy*, 254 Md. App. at 121 (concluding that an

order of default against the defendant as to the original complaint “became a legal nullity” because “the claims in the original complaint had been abandoned in favor of the amended complaint”).³ Even assuming *arguendo* that the order granting the motions for summary judgment as to the Sellers and Realtors under the *original* complaint effectively resolved the counts against the Sellers and Realtors under the *amended* complaint, unless those claims are disposed of through the entry of a judgment, the outstanding claims will deprive an appellate court of jurisdiction.

Estep v. Georgetown Leather Design, 320 Md. 277 (1990), illustrates this point. After falling and injuring herself inside the store, Estep sued the retailer, which in turn filed a third-party complaint against the architect who designed the store. *Id.* at 279. After the jury rendered a verdict in favor of the defendant retailer, the courtroom clerk asked about the third-party claim, and the judge responded, “I think the [c]ourt will enter a verdict for the defendant in this case.” *Id.* at 280. Ultimately, the clerk entered judgment on the docket in the defendant retailer’s favor, but nothing was noted on the docket regarding the third-party claim. *Id.*

After Estep’s motion for a new trial was denied, she appealed to this Court. *Id.* After we noted the lack of a judgment regarding the third-party claim, Estep voluntarily dismissed her appeal and moved for entry of final judgment in the trial court, which granted the motion. *Id.* When she filed the second appeal, however, we held that it was untimely

³ This issue was not raised, and in any case, we need not address it. We also do not express any opinion as to whether the statute of limitations defense would bar the claims asserted against the Sellers and Realtors in the amended complaint.

because the court’s order reflecting the jury verdict was a final order disposing of all claims in the case. *Id.*

After granting *certiorari*, the Supreme Court of Maryland disagreed. *See id.* at 286. In particular, and as relevant here, the Court made clear that the fact that a claim is groundless does not relieve a court of the obligation to enter a final judgment on the docket:

In the instant case, the judgment in favor of [the retailer] made the third-party claim between [it] and [the architect] groundless “as a practical matter.” Since [the retailer] was found not to be liable to Estep, there were no grounds for [the retailer] to maintain a suit against [the architect] for indemnification or contribution. Nonetheless, it was not until the trial judge entered the additional order disposing of the third-party complaint on the docket that all of the claims or parties had reached a resolution.

Id. (internal citation omitted); *see also id.* at 285 (citing *Owens v. Aetna Life & Cas. Co.*, 654 F.2d 218, 220 n.2 (3d Cir. 1981) (“We recognize that as a practical matter [defendant]’s pending cross-claim for contribution/indemnity became groundless once [defendant]’s motion for summary judgment was granted. However, to read ‘practicalities’ into the already plain language of Rule 54(b) [from which Md. Rule 2-602 is derived] would only foster uncertainty in an area of the law that must remain clear.”)).

Although the procedural situation is different in this case, the principle set forth in *Estep* applies here. It makes no difference that the circuit court may have treated the claims against the Sellers and Realtors in the amended complaint as groundless based on the statute of limitations. Our Supreme Court has emphasized “the precedence that the record takes over the oral statements or the intentions of the judge.” *Estep*, 320 Md. at 286. As stated, the circuit court did not enter an order disposing of the claims against the Realtors

and Sellers in the amended complaint. Nor did the court’s eventual entry of the orders for attorneys’ fees in favor of the Sellers and Realtors cure the finality problem; these orders did not adjudicate all of Weymouth’s claims against all parties under the amended complaint, and thus they do not constitute a final judgment.

The stipulation of voluntary dismissal filed jointly by Weymouth, the Condo, and the Property Manager presents a separate finality problem. As its title indicates, Rule 2-601 applies to the “entry of judgment.” The Maryland Rules define “judgment” as an “order of court final in its nature entered pursuant to these rules.” Md. Rule 1-202(p). “[A] voluntary dismissal by stipulation is not an order of court.” *Hiob v. Progressive Am. Ins. Co.*, 440 Md. 466, 487 (2014). Thus, a voluntary dismissal by stipulation is not a judgment. *Id.* at 488. “Moreover, the line of dismissal does not perform the functions of a separate document because it is not readily apparent from the document itself that a judgment has been issued.” *Id.* at 496 (citation modified). As the Supreme Court of Maryland explained:

We do not believe that either the public or the appellate courts of this state will be well served by a test which requires an examination of the legal relationships of all of the claims at trial and a conclusion through deductive reasoning that a judgment on one claim has obviated the need for a judgment to be entered on the remaining claims. Such a test would only make the legal system more mysterious to the general public. The value of a simple docket entry which would make clear to everyone the disposition of each and every claim in a case cannot be overemphasized.

Estep, 320 Md. at 287.

None of the three categorical exceptions to the general rule limiting appeals only from a final judgment apply here. For the reasons stated, we lack jurisdiction to review the first two issues.

Issue 3: “Denial of Release of Counsel”

Under the third issue, Weymouth contends that the circuit court erred when it denied Weymouth’s attorney’s motion to withdraw his appearance on March 11, 2024. For the same reasons stated above, we lack jurisdiction to review this issue because there is no final judgment. Further, none of the three categorical exceptions to the general rule limiting appeals only from a final judgment apply here.

For avoidance of doubt, we explain why the collateral order doctrine does not apply.

As stated,

To qualify as a collateral order, a ruling must satisfy four criteria: (1) it must conclusively determine the disputed question; (2) it must resolve an important issue; (3) it must be completely separate from the merits of the action; and (4) it must be effectively unreviewable on appeal from a final judgment.

McLaughlin, 240 Md. App. at 88 (citation modified). Even if the court’s order denying Weymouth’s counsel’s motion to withdraw satisfied the first and third requirements of the doctrine, it did not satisfy the second and fourth requirements.

In *In re Franke*, 207 Md. App. 679 (2012), we held that the collateral order doctrine applied under the circumstances of that case because the denial order resolved an important issue, namely, whether an attorney could be compelled to continue to work without compensation (second requirement), and it would be impossible to remedy by the time of an appeal from a final judgment (fourth requirement). *Id.* at 689.

However, *Franke* is distinguishable. First, because the instant case does not involve an issue of attorney compensation as in *Franke*, the second requirement is not satisfied.

See Norman v. Sinai Hosp. of Balt. Inc., 225 Md. App. 390, 398 (2015) (distinguishing *Franke* and concluding that the order denying counsel’s motion to withdraw did not satisfy the second requirement of the collateral order doctrine because of an “absence of actual harm or the potential for significant harm” to counsel if his representation continued).

Additionally, the denial order did not meet the fourth requirement because it was not effectively unreviewable on appeal. That is, if, after a final judgment, the appellate court determined that the court should have granted counsel’s motion to withdraw and accordingly reversed the judgment, Weymouth would still have had an opportunity to have a new hearing on the supplemental requests for fees, this time without representation. *See id.* at 399 (highlighting that the order denying counsel’s motion to withdraw did not satisfy the fourth requirement of the collateral order doctrine because, if “Mr. Norman continued representation . . . and the circuit court issued a verdict in favor of appellees, an appellate court on review of that final judgment could decide whether the circuit court abused its discretion by denying his motion to withdraw,” which, if reversible error, would entitle Norman’s client to a new trial without his representation). For the reasons stated, we lack jurisdiction to review the third issue.

Issue 4: “Striking Pro Se Pleadings and Pro Se Appeal”

Under the fourth issue, Weymouth argues that the circuit court erred in striking his pro se filings between March 5 and April 10, 2024. Some of those filings were notices of appeal filed on March 25, March 28, March 29, and April 1, all of which were duplicates that raised the same issue, specifically, whether the circuit court erred in denying his

counsel’s motion to withdraw his representation, which he has raised in the instant appeal under Issue 3. The circuit court clerk issued deficiency notices for the first three notices because they lacked a signature. The April 1 notice of appeal contained Weymouth’s signature, but the Sellers moved to strike this notice under Rule 1-311(a) because the filing was not signed by Weymouth’s attorney, whose appearance was still in the case at the time.

By order entered April 10, 2024, the circuit court struck the following pro se filings by Weymouth because “they were not signed by an attorney representing the plaintiff in this case in violation of Maryland Rule 1-311(a).”

March 25, 2024 - Notice of Objection to the Denial of Plaintiffs Counsel’s Motion For Withdrawal; *March 25, 2024 - Notice of Appeal*; *March 28, 2024 - Notice of Appeal*; *March 29, 2024 - Notice of Interlocutory Appeal*; *April 1, 2024 - Notice of Appeal*; and April 2, 2024 - Second Objection to Denial of Withdrawal of Counsel.

(emphasis added).

The order also granted Weymouth’s counsel’s motion to withdraw his appearance. Thereafter, Weymouth, pro se, filed two notices of appeal on April 20 and 26, 2024, respectively. These notices were filed within 30 days of the April 10 order that struck the earlier notices. An order striking a notice of appeal is an appealable, final judgment. *See Ederly v. Ederly*, 213 Md. App. 369, 379 n.8 (2013). Accordingly, we will address this issue.⁴

⁴ When Weymouth filed a notice of appeal on April 1, 2024, this Court docketed it under ACM-REG-0226-2024. After the circuit court struck the notice of appeal on April 10, this Court administratively closed the appeal. Weymouth subsequently filed two motions for reconsideration, both of which this Court denied. Therein, we observed that Weymouth had filed additional notices of appeal on April 20 and April 26, 2024, which were docketed under case number ACM-REG-0419-2024. We further noted that at least

Pursuant to Maryland Rule 8-203(a), the circuit court may strike a notice of appeal under certain limited circumstances:

On motion or on its own initiative, the lower court may strike a notice of appeal or application for leave to appeal (1) that has not been filed within the time prescribed by Rules 8-202 or 8-204, (2) if the clerk of the lower court has prepared the record pursuant to Rule 8-413 and the appellant has failed to pay for the record, (3) if the appellant has failed to deposit with the clerk of the lower court the filing fee required by Rule 8-201(b), or (4) if by reason of any other neglect on the part of the appellant the record has not been transmitted to the appellate court within the time prescribed in Rule 8-412.

“If an appeal is subject to dismissal for any reason other than the four articulated in Rule 8-203, it is the appellate court that must order the dismissal.” *Cnty. Comm’rs of Carroll Cnty. v. Carroll Craft Retail, Inc.*, 384 Md. 23, 42 (2004).

Here, the circuit court lacked the authority to strike Weymouth’s notices of appeal on the basis that he filed them pro se while represented by counsel; this was not one of the four authorized bases under the Rule for the court to strike a notice of appeal. Therefore, the court erred in striking Weymouth’s notices of appeal.

Ordinarily, when the circuit court erroneously strikes a notice of appeal, we vacate the portion of the circuit court’s order striking the notice of appeal, allow the earlier-filed appeal to proceed in this Court, and confine the appellant’s issue to the specific matter raised. *See, e.g., Edery*, 213 Md. App. at 385 (explaining that the proper remedy upon the

one of these notices appeared to reflect Weymouth’s intent to appeal the circuit court’s April 10 order striking his initial notice of appeal. We clarified that we would not decide the propriety of striking the April 1 notice of appeal in that appeal (ACM-REG-0226-2024). Instead, we explained that this issue would be addressed, if appropriate, in the instant appeal (ACM-REG-0419-2024).

vacation of an order striking the notice of appeal was to “place the parties in the position they would have been in had the error not occurred, by reopening the [earlier-filed appeal] in this Court so that appeal may proceed as it should have absent the [] error”). However, we decline to do so under the circumstances because the only issue raised by Weymouth in the stricken notices of appeal was whether the circuit court erred in denying his counsel’s motion to withdraw—the same issue raised under Issue 3. For the reasons discussed in Issue 3, there is no final judgment, and none of the three recognized exceptions to the general rule limiting appeals to final judgments—including the collateral order doctrine—apply. In other words, even if the circuit court had docketed these notices of appeal and we concluded that they were proper, we would still have dismissed that appeal as premature. Because of this lack of finality, despite the court’s error, Weymouth is already “in the position [he] would have been in had the error [of striking his appeal] not occurred.” *Id.*

III.

CONCLUSION

Aside from the issue concerning the striking of the notices of appeal—which we have resolved—there is no final judgment on the claims in the amended complaint, which is currently the operative complaint. Once a final judgment has been entered, an appeal may be noted in compliance with the Rules.

**APPEAL DISMISSED. COSTS TO BE PAID
BY APPELLANT.**