Circuit Court for Anne Arundel County
Case No: C-02-CV-22-000811

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 551

September Term, 2024

DAVID M. STIER

v.

KIM BURKE, ET AL.

Shaw,
Kehoe, S.,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kenney, J.

Filed: February 11, 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 out of a decision by the Circuit Court for Anne Arundel County to grant a motion to dismiss filed by C.D. Meekins & Associates, Inc. ("Meekins"), the Estate of Carl Douglas Meekins ("the Meekins Estate"), and Kim Burke, appellees, against David M. Stier, appellant. On May 12, 2022, Mr. Stier filed a complaint against Ms. Burke, Meekins, the Meekins Estate, Terry Lee Schuman, Bay Engineering, Inc. ("BEI"), Anne Arundel County ("the County"), Kelly Krinetz, Larry R. Tom, Jeff Torney, and William J. Love.[1] Stier asserted various claims of professional negligence and negligent misrepresentation. The various defendants filed a number of motions to dismiss, but the only one at issue in this appeal is a motion to dismiss or, alternatively, motion for summary judgment, filed by Meekins, the Meekins Estate, and Ms. Burke with respect to Counts I and IV of the complaint. Mr. Stier filed an opposition to the motion to dismiss Counts I and IV, and, on the same day, he filed an amended complaint.

The amended complaint did not include any significant changes to Counts I and IV, except that it did not name the Meekins Estate as a defendant. In Count I of the amended complaint, Mr. Stier asserted a claim of professional negligence against Meekins and Ms. Burke. In Count IV, he set forth a claim of negligent misrepresentation against Meekins, Ms. Burke, BEI, and Mr. Schuman. Meekins and Ms. Burke filed a motion to dismiss the amended complaint, reiterating the arguments set forth in their original motion. A motions hearing was held on January 6, 2023. Thereafter, on March 8, 2023, the court entered a written order granting the motion to dismiss Counts I and IV.

[1] The complaint indicated that Mr. Love was deceased, and it was served on the "Personal Representative of the Estate of William J. Love, to be named."

Nearly a year later, on February 12, 2024, Mr. Stier filed a motion to reconsider the dismissal of Counts I and IV based on the discovery of new evidence. The court denied that motion on February 27, 2024. The case proceeded to trial and a verdict was entered in favor of Mr. Stier and against defendants BEI and Mr. Schuman in the amount of $8,000. A final judgment was entered on May 8, 2024. On May 14, 2024, Stier filed a timely notice of appeal from the circuit court's dismissal of Counts I and IV of the amended complaint and the denial of his motion for reconsideration of that ruling.

QUESTIONS PRESENTED

Mr. Stier presents the following three questions for our consideration:

> I. Did the circuit court err in finding that Meekins and Ms. Burke did not owe a duty of care to Mr. Stier when they knew prospective buyers and subsequent purchasers would rely on their work?
>
> II. Did the circuit court err in finding that Mr. Stier's claims against Meekins and Ms. Burke were barred by the statute of limitations even though he was not on notice of the plat's defect until May 13, 2019?
>
> III. Did the circuit court err in denying Mr. Stier's motion for reconsideration after Ms. Burke testified that the firm knew prospective buyers would rely on its work?

For the reasons set forth below, we shall affirm.

FACTUAL AND PROCEDURAL BACKGROUND

When we review the grant of a motion to dismiss, we take the underlying facts from the allegations in the first amended complaint. *See Bennett v. Ashcraft & Gerel, LLP*, 259 Md. App. 403, 451 (2023). At issue in this case is waterfront property ("the Property") in Edgewater, Maryland, that is located in a limited development area of the Chesapeake Bay Critical Area. In 2013, the then owners of the Property hired Meekins, a surveying and

engineering firm, to obtain an approved subdivision plat to make the Property marketable for sale. Meekins and Ms. Burke "were well aware that" the final plan was not being submitted for development by the current owner of the Property, but to make the Property more attractive to prospective and actual purchasers who would see and rely upon the final approved plan, the approved and recorded plat, and the development potential of the Property. Meekins and Ms. Burke "were also aware that a property with only a 100-foot [c]ritical [a]rea buffer would make the [P]roperty more attractive and valuable to prospective purchasers than a property with a larger buffer and smaller development and building rights." They also "knew that eventually, the [P]roperty would be purchased, and that the actual subsequent purchaser would rely on the surveying work they performed." On February 7, 2014, Meekins and Ms. Burke submitted a final plan to the Anne Arundel County Office of Planning and Zoning ("OPZ") development division on behalf of the owners of the Property. The final plan included a plat depicting a 100-foot critical area buffer, even though the law required the buffer to be expanded beyond 100 feet because of the topography of the Property.

The County, taking the position that approval could not be granted until the 100-foot buffer was expanded, "did not immediately approve the plan." There were numerous communications between Meekins and County employees about the need for Meekins to correct the buffer area depicted on the plat. On June 9, 2015, Ms. Burke held a meeting with employees at the OPZ development division. "At that meeting, the participants agreed that the plat would be approved even though the 100-foot buffer did not comply with the law, because it was never correctly expanded." Thereafter, "a letter of approval of the

subdivision plan and plat was issued on September 2, 2015[,]" the OPZ approved Meekins' "digital submission for the project with the only buffer required being the 100-foot tidal buffer[,]" and on "October 21, 2015, the Planning and Zoning Officer approved the plat as 'correct.'"

Mr. Stier's Purchase of the Property

In 2018, Ms. Burke began working at BEI. The parties do not dispute that Meekins was acquired by BEI or that Ms. Burke, who was initially employed by Meekins, was employed by BEI after it acquired Meekins. Also in 2018, Mr. Stier became interested in purchasing the Property to construct a single-family dwelling with an attached garage and driveway. On August 7, 2018, Mr. Stier entered into a contract to purchase the Property. That contract included a "30-day study period to determine whether to close on the [P]roperty." Mr. Stier obtained a copy of the approved subdivision plat and brought it to BEI and the OPZ. Both BEI and the OPZ told him he could rely upon the subdivision plat that had been prepared by Meekins and approved by the County and that "no expanded buffer would be required." In reliance on that advice, Mr. Stier allowed the thirty-day study period to expire. After he settled on the Property on October 11, 2018, he retained BEI to obtain any additional necessary approvals for development, which included a grading plan. In April 2019, BEI submitted a proposed grading plan to OPZ that reflected the 100-foot buffer area depicted on the subdivision plat prepared by Meekins. The County issued comments indicating that the 100-foot buffer on the subdivision plat submitted by Meekins, approved by the County in 2015, and relied upon by BEI, was incorrect. Mr. Stier learned of the County's comments on May 13, 2019. He then "pursued numerous challenges" to

the County's determination, "and exhausted all of his administrative remedies, including an appeal to the Board of Appeals[,]" none of which were successful.

Mr. Stier's Claims in the Circuit Court

On May 12, 2022, Mr. Stier filed in the circuit court his initial complaint against, among others, Meekins and Ms. Burke. As already noted, Mr. Stier later filed the amended complaint that is at issue here, and which included the claims for professional negligence and negligent misrepresentation against Meekins and Ms. Burke, set forth in Counts I and IV.

Meekins and Ms. Burke filed a motion to dismiss the initial complaint. They argued, among other things, that they did not owe Mr. Stier a duty of care with respect to the filing of the plat because the plat was not prepared for him, and he did not have any relationship, contractual privity, or intimate nexus with either of them. They also argued that Mr. Stier's claims were barred by the three-year statute of limitations provided in § 5-101 of the Courts and Judicial Proceedings ("CJP") Article of the Maryland Code.

Contemporaneously with the filing of his amended complaint, Mr. Stier filed an opposition to the motion to dismiss Counts I and IV of the initial complaint. He attached to his opposition a decision by the Office of Administrative Hearings granting him a modified critical area variance for the Property. He also attached a certificate of a qualified expert who opined that Meekins, Ms. Burke, and others breached the applicable standard of care. Meekins and Ms. Burke filed a renewed motion to dismiss with respect to the amended complaint, generally setting forth the same arguments that were included in their motion to dismiss the initial complaint. Mr. Stier filed an opposition to that motion.

Circuit Court's Decision

The circuit court held a hearing on complex motions and, on March 3, 2023, announced its decision from the bench. Among other things, the court dismissed Counts I and IV of the first amended complaint as to Meekins and as to Ms. Burke in her capacity as an employee of Meekins. The court determined that there was no privity of contract or intimate nexus between Meekins and Ms. Burke and Mr. Stier and that neither Meekins nor Ms. Burke owed a duty of care to Mr. Stier. The court also held that Mr. Stier was on inquiry notice after he signed the contract to purchase the Property and began the thirty-day period of review. As Mr. Stier's complaint was filed more than three years after that time, it was barred by the applicable statute of limitations.

We shall include additional facts as necessary in our discussion of the issues presented.

STANDARD OF REVIEW

Whether a motion to dismiss was properly granted "is a question of law we review *de novo*, with no deference given to the trial court." *Chavis v. Blibaum & Assocs., P.A.*, 476 Md. 534, 551 (2021) (citing *Barclay v. Castruccio*, 469 Md. 368, 373 (2020)). We "may affirm the dismissal of a complaint on any ground adequately shown by the record, regardless of whether the trial court relied on that ground or whether the parties raised that ground." *Bennett*, 259 Md. App. at 451. "In our review, we 'must assume the truth of, and view in a light most favorable to the non-moving party, all well-pleaded facts and allegations contained in the complaint, as well as all inferences that may reasonably be drawn from them[.]'" *Chavis*, 476 Md. at 551 (quoting *RRC Ne., LLC v. BAA Maryland,*

Inc., 413 Md. 638, 643 (2010)). Dismissal is appropriate only when "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 for which relief may be granted." *Id.* (cleaned up).

DISCUSSION

I.

Mr. Stier contends that the circuit court erred in dismissing Counts I and IV, which asserted claims for professional negligence and negligent misrepresentation against Meekins and Ms. Burke. He argues that they had "an intimate nexus creating a duty of care" to him because he was both a prospective buyer and the subsequent landowner of the Property. Mr. Stier maintains that Meekins and Ms. Burke "were hired for the sole purpose of making the plat 'legal' and buildable[,]" that they knew that their work would be relied upon by prospective buyers and subsequent purchasers, and that it was entirely foreseeable that prospective purchasers and subsequent landowners like him would rely upon the plat.

In support of his assertion that Meekins and Ms. Burke owed him a duty of care, Mr. Stier directs our attention to *Carlotta v. T.R. Stark & Associates, Inc.*, 57 Md. App. 467 (1984) and *Bacon v. Arey*, 203 Md. App. 606 (2012). He maintains that "there are significant policy considerations which overwhelmingly favor the explicit recognition of the duty implied" in those cases, specifically "that licensed engineers and land surveyors owe a duty of care to subsequent purchasers of a property for which they provided professional services." He asks us to "explicitly recognize what *Carlotta* and *Bacon* imply and find a duty of care" owed to him, as a subsequent purchaser of the Property, by Meekins and its employee, Ms. Burke. We are not persuaded to do so.

Both the claim for professional negligence and the claim for negligent misrepresentation were tort actions.

> In Maryland, to succeed on a negligence claim, a plaintiff must prove four well-established elements: (1) that the defendant was under a duty to protect the plaintiff from injury, (2) that the defendant breached that duty, (3) that the plaintiff suffered actual injury or loss, and (4) that the loss or injury proximately resulted from the defendant's breach of the duty.

Wash. Metro. Area Transit Auth. v. Seymour, 387 Md. 217, 223 (2005) (quotation marks and citations omitted). "A duty of care is 'an obligation, to which the law will give recognition and effect, to conform to a particular standard of conduct toward another.'" *Cash & Carry Am., Inc. v. Roof Sols., Inc.*, 223 Md. App. 451, 461 (2015) (quoting *Prosser and Keeton on the Law of Torts*, § 53, at 356 (5th ed. 1984)). "Although there is no set formula for this determination, whether a duty is owed to a particular plaintiff turns on the essential question – whether the plaintiff's interests are entitled to legal protection against the defendant's conduct." *Id.* (cleaned up).

Here, it is undisputed that there was no contractual relationship between the parties. Further, the harm asserted by Mr. Stier was solely economic loss. When the failure to exercise due care results solely in economic loss, there must be "'an intimate nexus between the parties as a condition to the imposition of tort liability.'" *Id.* at 464 (quoting *Jacques v. First Nat'l Bank of Maryland*, 307 Md. 527, 534 (1986)). Such an "intimate nexus" is satisfied by "contractual privity or its equivalent." *Id.* (cleaned up). In the absence of contractual privity, damages may be recovered only if the alleged negligence created a threat of or actual physical harm to the plaintiff. *Id. See also Council of Co-Owners Atlantis Condo., Inc. v. Whiting-Turner Contracting Co.*, 308 Md. 18, 27 (1986) (stating that, where

plaintiffs are not parties to a contract, there is liability only where "the result of negligence is the creation of a dangerous situation").

In the instant case, the prior landowners engaged Meekins to prepare the subject plat, which was filed years before Mr. Stier purchased the Property. There was no personal relationship between Mr. Stier and either Meekins or Ms. Burke prior to his purchase of the Property and no contractual privity or its equivalent. Mr. Stier did not allege that he suffered physical harm as a result of the alleged negligence. Contrary to Mr. Stier's assertion, under these circumstances, neither *Carlotta* nor *Bacon* support the finding of a duty of care in the instant case.

In *Carlotta*, Frank and Rita Carlotta filed an action against adjoining landowners, Willie and Mary Heath, and a land surveying company the Heaths had employed to prepare a survey plat. The Carlottas alleged that the Heaths "had committed a continuing trespass on [their] property, and had fraudulently attempted to gain ownership of a portion of [their] property." *Carlotta*, 57 Md. App. at 469. They claimed that the land surveying company "aided and abetted the Heaths by negligently preparing an erroneous survey plat of the disputed property boundary[,]" that the plat prepared by the surveying company was based upon a monument suggested by the Heaths, and that the Heaths knew or should have known that using the monument as the point of beginning was false. *Id.* The trial court granted a demurrer filed by the land surveying company. *Id.* at 469-70. On appeal, the Carlottas argued that "the demurrer should have been overruled because a property owner ought to be allowed to 'maintain a cause of action against a surveyor of the adjacent property who negligently surveys that property and who is caused to suffer damages as a result of the

erroneous survey.'" *Id.* at 470. Acknowledging that Maryland law did not recognize such a cause of action, the Carlottas argued that, despite the absence of contractual privity, a cause of action should be recognized based on public policy. *Id.* We rejected that argument and held "that a surveyor of a disputed boundary line does not owe a duty of care to a non-reliant third party adjacent landowner[,]" and, therefore, the surveying company could not be held liable to the Carlottas. *Id.* at 472.

We applied the holding in *Carlotta* in *Bacon*. In that case, Bacon alleged that a surveyor hired by others to conduct a survey, prepare subdivision plans, and record plats for a subdivision, failed to include a road that he claimed was his means of ingress and egress to his property, thereby depriving him of access to his property. *Bacon*, 203 Md. App. at 619. Bacon maintained that the surveying company owed him an implied duty of care to prepare an accurate survey and that the failure to include the road in the survey constituted "a breach of a standard of care to the public[.]" *Id.* at 648 (quotation marks omitted). The surveying company, relying on *Carlotta*, argued that it did not owe any duty to Bacon. *Id.* at 650-51. Although we determined that the trial court properly dismissed the claims against the surveying company on the ground that the statute of limitations had expired, we went on to address whether the surveying company owed a duty of care to Bacon. We determined that it did not. *Id.* at 664-65. Relying on *Carlotta*, we explained:

> At the heart of this case and *Carlotta* is whether a surveyor owes a duty of care to other property owners aside from the person who employs him. Here, there is a dispute concerning a licensed land surveyor who allegedly conducted a survey and "deliberately omitted" Farm Road as an easement. Applying *Carlotta*, we hold that the mere licensing of surveyors does not create a private cause of action by members of the general public against those surveyors. As we observed in *Carlotta*, … Maryland does not

> have a statute imposing a duty on a registered surveyor "to assume responsibility to the public for the accuracy of work they certified had been performed accurately." Absent any statutory or case law in Maryland demonstrating that a surveyor owed a duty of care to the general public, including appellant, or that Maryland intended to create such a duty through licensing, we decline to find that the [surveying company] owed a duty to appellant.

Id. at 665-66 (footnotes omitted).

Contrary to Mr. Stier's assertion, nothing in either *Carlotta* or *Bacon* implies a duty of care owed to him as a subsequent purchaser of the Property. Under Maryland law, Mr. Stier was required to have an intimate nexus between him and Meekins and Ms. Burke, satisfied by contractual privity or its equivalent. He did not. For that reason, the circuit court did not err in dismissing Counts I and IV.

II.

The circuit court found that, even if a duty of care existed, Mr. Stier's claim would be barred by the three-year statute of limitations. He challenges that decision and argues that his claims were not barred by the general three-year statute of limitations because, pursuant to the discovery rule, he filed his complaint within three years of discovering that the County had "disavowed the subdivision plat it previously approved, and rejected the buffers depicted on the grading permit application that were consistent with that plat." He contends that "nothing occurred at or prior to settlement that alerted him" to the deficiency in the recorded plat, that he had "no reason to assume that the Meekins['] plat was inaccurate[,]" and that his efforts to confirm the accuracy and validity of the plat did not uncover any defect. Considering our holding that the Mr. Stier failed to establish a duty of

care owed to him by Meekins and Ms. Burke, we need not reach the issue of whether his complaint was barred by the statute of limitations.

III.

Mr. Stier contends that the circuit court erred in denying his motion for reconsideration. On February 12, 2024, almost a year after the court ruled on the motion to dismiss, but before a final judgment was entered in the case, he filed a "Motion to Modify, Reconsider, or Revise Dismissal of [Meekins] Due to the Discovery of New Evidence" pursuant to Maryland Rules 2-534[2] and 2-535.[3] In that motion, he asked the circuit court

[2] Maryland Rule 2-534 provides:

> 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. A motion to alter or amend a judgment may be joined with a motion for new trial. A motion to alter or amend a judgment filed after the announcement or signing by the trial court of a judgment but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.

[3] Maryland Rule 2-535 provides, in part:

> (a) **Generally. —** On motion of any party filed within 30 days after entry of judgment, the court may exercise revisory power and control over the judgment and, if the action was tried before the court, may take any action that it could have taken under Rule 2-534. A motion filed after the announcement or signing by the trial court of a judgment or the return of a verdict but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.

(continued…)

to reverse its order dismissing Meekins "in light of new evidence establishing a duty of care owed to" him. The "new evidence" consisted of deposition testimony by Ms. Burke, and specifically, the following portion of her deposition testimony:

> Q. What was the condition or the state of the property when they began to be clients of Meekins in 2014?
>
> [Ms. Burke:] There was a house on the property that was in disrepair and it was completely overgrown[.]
>
> Q. And why did they come to Meekins?
>
> A. To subdivide their lot.
>
> Q. And when you say subdivide their lot, what intentions did they express to you all?
>
> A. They wanted to subdivide their lot so they could sell.
>
> Q. All right. And they could – when you say sell it, to sell it to a new purchaser at that point?
>
> A. Yes.
>
> Q. And was it very clear to you that they had engaged Meekins with the express purpose of making the lot marketable to a perspective purchaser?
>
> A. Yes.
>
> Q. And why couldn't they sell it in its current condition without coming to you guys?

> (b) **Fraud, Mistake, Irregularity. —** On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.
>
> (c) **Newly-Discovered Evidence. —** On motion of any party filed within 30 days after entry of judgment, the court may grant a new trial on the ground of newly-discovered evidence that could not have been discovered by due diligence in time to move for a new trial pursuant to Rule 2-533.

A. Because it was a property that was created by deed.

Q. And when you say created by deed, what is the significance of that?

A. A property that was created by deed before a certain date that I don't recall is consider – needs to go through a subdivision process to make it a legal lot.

Q. And by legal lot, does that mean that they could not get a building permit for its current configuration because it was created by deed?

A. Correct.

Q. Could they do anything on the property that would require a building permit at that point?

A. I don't believe so.

Q. And how long had [the] property sat vacant, if you know[?]

A. I think – oh vacant. I don't know.

* * *

Q. And what did they tell you about their plans for the property and what they were seeking to do?

A. They wanted to make the lot legal so that they could sell it.

Q. And when you say legal, so that it could be developable by a third-party purchaser. Correct?

[Counsel]: Objection. Form.

Q. Go ahead. You can answer.

A. Oh, oh. They wanted to make the lot – they wanted to do the subdivision process so that they could have a buildable lot so that they could sell it.

Q. Was it clear to you that in its current status not being a lot created by deed and not having been subdivided that it was not marketable and had no real value on the open market?

A. I don't know that answer about market value.

Q. Well, could anybody do anything with the property in its current state?

[Counsel]: Same objection.

Q. Go ahea[d].

[Counsel]: You can answer.

[A.] Oh, okay. I don't – I don't believe so. I don't – you couldn't build a house on that property.

Based on that testimony, Mr. Stier asked the court to reconsider its decision to dismiss Meekins and Ms. Burke from the case and bring them back into the case as defendants. On February 27, 2024, the court denied Mr. Stier's motion without a hearing.

Mr. Stier's reliance on Maryland Rules 2-534 and 2-535 was misplaced. At the time he filed his revisory motion, no judgment had been entered in the case. "[A] motion to alter or amend a *judgment* may not be entertained (and is generally a nullity) until entry of the subject judgment." *Renbaum v. Custom Holding, Inc.*, 386 Md. 28, 45 (2005). Non-final orders, on the other hand, are subject to revision without regard to those rules. *Waterkeeper All., Inc. v. Maryland Dep't of Agric.*, 439 Md. 262, 277 (2014). It is unclear what standard of review applies to a court's decision to revise a non-final order. There is little law on the issue because the revision of a non-final order is, itself, non-final and, as such, not appealable. *Id.* In *Charles Riley, Jr. Revocable Trust v. Venice Beach Citizens Ass'n, Inc.*, 487 Md. 1 (2024), Maryland's Supreme Court said unanimously, albeit in dicta, that motions for reconsideration should ordinarily be reviewed on the abuse of discretion standard. *Id.* at 16-17; *see also id.* at 24-25 (Hotten, J., dissenting). We shall review the circuit court's denial of Mr. Stier's revisory motion for an abuse of discretion. An abuse of

discretion occurs when "no reasonable person would take the view adopted by the trial court[,] … when the court acts without reference to any guiding principles[,] … or when the ruling is violative of fact and logic." *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (cleaned up).

On the record before us, we find no abuse of discretion in the circuit court's decision to deny Mr. Stier's request for reconsideration. Ms. Burke's deposition testimony was not substantially different from what was set forth in Mr. Stier's amended complaint. In paragraph 31 of the amended complaint, Mr. Stier alleged that Ms. Burke

> and the other Meekins Defendants were well aware that this final plan was submitted not for development by the current owner, but to make the [P]roperty more attractive to prospective and actual purchasers, like Mr. Stier, who would see and rely upon the defendant [sic] potential of the [P]roperty based upon the final approved plan and approved and recorded plat and they had an intimate nexus with any prospective purchaser.

In the same paragraph, Mr. Stier asserted that Ms. Burke and Meekins

> were also aware that a property with only a 100-foot [c]ritical [a]rea buffer would make the [P]roperty more attractive and valuable to prospective purchasers than a property with a larger buffer and smaller development and building rights. The Meekins Defendants knew that eventually, the [P]roperty would be purchased, and that the actual subsequent purchaser would rely on the surveying work they performed.

In paragraph 32, Mr. Stier asserted that "[w]ithout the approved subdivision plan, no structures could legally be built on the [P]roperty." Ms. Burke's deposition testimony merely reiterated what was already alleged in the amended complaint, and the court, in considering the motion to dismiss, assumed the truth of those alleged facts, and all reasonable inference therefrom. On this record, we are not persuaded that the circuit court

abused its discretion in denying Mr. Stier's request to reconsider the dismissal of Counts I and IV of the amended complaint.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.