

Circuit Court for Baltimore City
Case No. 24-C-05-011606

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1199

September Term, 2020

SEAN E. MERRYMAN

v.

STUART HARTMAN

Fader, C.J.
Leahy,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 30, 2021

*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.

In December 2005, Stuart Hartman, appellee, filed a complaint for negligence and breach of contract against Sean E. Merryman, appellant, in the Circuit Court for Baltimore City. Specifically, Mr. Hartman alleged that in August 2005 he had entered into an investment contract with Mr. Merryman to fund a series of concerts in Baltimore, and that Mr. Merryman had breached that contract by cancelling the concert series without cause and refusing to return his investment. On March 27, 2007, the court granted Mr. Hartman’s motion for summary judgment and entered a judgment against Mr. Merryman in the sum of \$35,015.62. Mr. Merryman did not appeal from that judgment.

On March 27, 2019, Mr. Hartman filed a timely request to renew the judgment, and the judgment was renewed by the clerk the next day. On September 15, 2020, Mr. Hartman filed a request for writ of garnishment of property, seeking to garnish a PNC bank account belonging to Mr. Merryman. After the court issued the writ of garnishment, Mr. Merryman filed two motions for exemption of garnishment, claiming that the garnishment action was barred by the statute of limitations because § 2-725 of the Commercial Law Article provided that a breach of contract action had to be brought within four years after the cause of action accrued. The court denied the motions without a hearing, finding that appellant was “confusing the commencement of an action, which is subject to limitations, with efforts to collect the judgment.” This appeal followed. On appeal, Mr. Merryman reasserts his claim that the writ of garnishment was barred by the statute of limitations. For the reasons that follow, we shall affirm.

As an initial matter, we note that Mr. Merryman’s reliance on § 2-725 of the Commercial Law Article is misplaced as it applies only to claims for breach of contract

involving the sale of goods. Instead, the relevant statute of limitations for bringing an action for breach of contract not involving the sale of goods, such as the one filed by Mr. Hartman in this case, is three years. *See* Cts. & Jud. Proc. Art. § 5-101. But in any event, both statutes of limitation address when an action for breach of contract must be commenced. And regardless of whether the three-year or four-year statute of limitations applies, Mr. Hartman’s December 2005 complaint was timely as it was commenced approximately four months after the breach of contract occurred.

On the other hand, the request for writ of garnishment filed by Mr. Hartman was not an original action. Rather, it was an action to enforce a judgment that has already been entered. The statute of limitations for such an action is governed by § 5-102(a)(3) of the Courts and Judicial Proceedings Article, which provides that an action on a judgment shall be filed within 12 years after the cause of action accrues. Moreover, Maryland Rule 2-625, which “implements the limitations period found in section 5-102,” provides a means to extend that time period, stating that a judgment may be renewed if the judgment holder files a notice of renewal before the expiration of the judgment. *See State, Cent. Collection Unit v. Buckingham*, 214 Md. App. 672, 678 (2013). Here, Mr. Hartman filed a notice of renewal on March 27, 2019, before the March 27, 2007 judgment expired. This acted to renew the 2007 judgment for another 12-year period. Consequently, Mr. Hartman’s 2020 request for writ of garnishment to enforce that judgment was not barred by the statute of limitations and the court did not err in denying Mr. Merryman’s motions for exemption.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE CITY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**