

Circuit Court for Baltimore City  
Case No. 24-C-19-003511

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 1439

September Term, 2020

---

DWAYNE SAUNDERS

v.

STEPHEN A. MARKEY, III, ET AL.

---

Berger,  
Shaw Geter,  
Sharer, J. Frederick  
(Senior Judge, Specially Assigned),

JJ.

---

Opinion by Berger, J.

---

Filed: November 3, 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.

This is an appeal from an order entered by the Circuit Court for Baltimore City granting summary judgment in favor of Stephen A. Markey III; Stephen A. Markey III, P.C., d/b/a Law Offices of Markey & Orsi; Lawrence S. Greenberg; and Henry I. Greenberg, P.A., d/b/a Greenberg Law Offices (collectively, the “Appellees”). The underlying legal malpractice suit was brought by Dwayne Saunders (“Saunders”), appellant. Saunders alleged that Appellees committed legal malpractice while representing him in a medical malpractice action against Mercy Medical Center, Inc. (“Mercy”) and physician-ophthalmologist, Dr. Sheri L. Rowen (“Dr. Rowen”). Saunders alleged that Appellees incorrectly advised him that an assigned right of indemnification provided to him by Mercy would remain viable after settling and releasing all remaining claims against Dr. Rowen.

Saunders presents three issues for our review,<sup>1</sup> which we have rephrased for clarity, as follows:

---

<sup>1</sup> Saunders’ original questions presented are as follows:

1. Did the trial court erroneously grant summary judgment where there is a genuine dispute of material fact as to whether the Assigned Claim survived the Rowen Release, and where Mr. Saunders could point to facts in the record that reasonably support each element of his claims?
2. Did the trial court erroneously apply the trial-within-a-trial doctrine where the jury could find bright line malpractice, and where Appellees themselves established the measure of damages?

- I. Whether the trial court erred in granting summary judgment in favor of Appellees in finding that the language of the relevant release agreement was ambiguous.
- II. Whether the trial court erred in applying the trial-within-a-trial doctrine under the circumstances of the underlying case.
- III. Whether the trial court erred in determining that the Rowen Release was ambiguous.

Appellees have filed a cross-appeal and present five issues for our review,<sup>2</sup> which we have rephrased, for clarity, as follows:

- 
3. Did the trial court erroneously determine that the Rowen Release is ambiguous where the plain language of the Rowen Release clearly waived the Assigned Claim or, alternatively, where the indemnification and hold harmless language in the Rowen Release had the same net effect?

<sup>2</sup> Appellee's original questions presented are as follows:

1. Does Saunders's legal malpractice claim fail as a matter of law because he failed to designate a medical expert to testify regarding the underlying medical malpractice claim, which prevents him from establishing that the Attorneys' alleged negligence proximately caused him to lose a recovery on the assigned indemnification claim?
2. Does Saunders's legal malpractice claim fail because he cannot establish that the Attorneys breached the standard of care where the Rowen Settlement did not unambiguously release the assigned claim?
3. Does Saunders's legal malpractice claim fail because he did not designate a legal malpractice expert qualified to testify regarding the relevant circumstances surrounding the alleged breach?

- I. Whether Saunders’s legal malpractice claim fails as a matter of law because he failed to designate a medical expert to testify regarding the medical malpractice issues in the Assigned Claim.
- II. Whether Saunders’s legal malpractice claim fails because he cannot establish that Appellees breached the standard of care where the Rowen Release was ambiguous as to whether it released the Assigned Claim.
- III. Whether Saunders’s legal malpractice claim fails because he did not designate a qualified legal expert to testify to the alleged breach.
- IV. Whether Saunders’s legal malpractice claim fails because he cannot establish that Appellees were the proximate cause of his loss of the Assigned Claim where he chose to abandon the potentially viable Assigned Claim.
- V. Whether the settlement with Dr. Rowen unambiguously preserved the Assigned Claim by specifically carving out Mercy and any duties to Saunders.

Although the parties have presented multiple issues and questions, our review will focus on the issues of proximate cause, the trial-within-a-trial doctrine, and the lack of an

- 
4. Does Saunders’s legal malpractice claim fail because he cannot establish that the Attorneys proximately caused him to lose the assigned indemnification claim where that claim was potentially viable (and thus valuable) and he voluntarily chose to abandon it in favor of filing this legal malpractice action?
  5. Does the Rowen Settlement unambiguously preserve the assigned indemnification claim because it specifically carves out Mercy?

expert in the medical malpractice case for the assigned indemnification claim. For the reasons stated herein, we shall affirm the judgment of the Circuit Court for Baltimore City.

### **FACTS AND PROCEDURAL HISTORY**

Saunders received cataract surgery at Mercy and was operated on, and treated by, Dr. Rowen in 2013. Saunders alleged that Dr. Rowen negligently performed the procedure, causing him to lose his vision in his right eye. Saunders retained Appellees to pursue a medical malpractice action against Mercy and Dr. Rowen as joint tortfeasors.

Saunders entered into a settlement agreement and release with Mercy (the “Mercy Agreement”) in 2017. The Mercy Agreement settled the dispute between Saunders and Mercy with a payment to Saunders. The settlement included an assignment of Mercy’s right of indemnification against Dr. Rowen, (the “Assigned Claim”). Under the terms of the agreement with Mercy, Saunders would be permitted to pursue, as an assignee, Mercy’s indemnification claim against Dr. Rowen.

Saunders alleged that Appellees had advised him that the Assigned Claim had a guaranteed value of \$400,000 dollars, and further, that Appellees guaranteed him that he would receive the full value of the Assigned Claim. Saunders further maintained that Appellees repeatedly assured him that the Assigned Claim would survive a future settlement with Dr. Rowen. Accordingly, sometime after the settlement with Mercy, Saunders entered into a settlement agreement with Dr. Rowen (the “Rowen Agreement”). As part of the settlement with Dr. Rowen, Saunders agreed to a general release of all remaining claims against Dr. Rowen (the “Rowen Release”).

The Rowen Release released and settled all of Saunders’s remaining claims against Dr. Rowen. The Rowen Release provided, however, that the release would specifically exclude Mercy and any continuing obligations from Mercy to Saunders (the “Mercy Carveout”). The purpose of the Mercy Carveout, as represented by Appellees, was to preserve the Assigned Claim, even after settling and releasing all of Saunders’s individual remaining claims against Dr. Rowen.

Following the Rowen Agreement, Saunders allegedly made repeated efforts to urge Appellees to pursue the Assigned Claim against Dr. Rowen. Upon further review, with the assistance of new counsel not affiliated with Appellees, Saunders determined that the Rowen Release waived all claims against Dr. Rowen, including the Assigned Claim given to him by Mercy. Based on this information and belief, Saunders concluded that pursuing the Assigned Claim against Dr. Rowen would be frivolous, if not impossible.

Thereafter, Saunders filed suit in the Circuit Court for Baltimore City and alleged that Appellees committed legal malpractice under a theory of negligence and negligent misrepresentation.<sup>3</sup> Appellees filed a motion to dismiss for failure to state a claim, which the trial court denied, and then moved for reconsideration, which the trial court also denied.

On July 24, 2020, Saunders moved for partial summary judgment on the basis that the Rowen Release unambiguously released all claims against Dr. Rowen. Saunders further alleged that Appellees had misrepresented to him that the Assigned Claim would

---

<sup>3</sup> Saunders also sought a declaratory judgment concerning the effect of the Rowen Release on the viability of the Assigned Claim.

survive the Rowen Release. The Appellees filed cross-motions for summary judgment arguing the opposite, i.e., that the Rowen Release unambiguously preserved the Assigned Claim via the Mercy Carveout. The trial court denied both motions, finding that summary judgment was not appropriate because the effect of the Rowen Release on the Assigned Claim was unclear, thereby creating a dispute of material fact.<sup>4</sup>

On November 30, 2020, Appellees moved for summary judgment on different grounds, arguing that the trial court’s ruling regarding the ambiguity of the Rowen Release precluded a finding of a breach of duty on the part of Appellees. The Appellees further contended that they were not the proximate cause of Saunders’s alleged loss. Appellees also maintained that Saunders had failed to designate both a legal and a medical expert to testify to the legal malpractice issues and the medical malpractice issues in the Assigned Claim, respectively.

Saunders argued in opposition that the trial court’s finding of ambiguity in the Rowen Release created a dispute of material fact thereby precluding judgment as a matter of law. Saunders further argued that if a jury were to find that the Rowen Release was not ambiguous - - and that it released all claims against Dr. Rowen - - that such a finding would constitute a prima facie breach of duty. Finally, Saunders asserted that he was not required to prove the value or the merit of the underlying Assigned Claim in the legal malpractice claim against Appellees.

---

<sup>4</sup> The trial court stated: “As the Court finds that the Rowen Release is objectively susceptible to more than one reasonable meaning, summary judgment is not appropriate.”

After a hearing on January 25, 2021, the trial court granted summary judgment in favor of Appellees. The trial court ruled from the bench and held that in order for Saunders to prevail on his legal malpractice claim against Appellees, he would first need to prove that he would have prevailed on the Assigned Claim against Dr. Rowen. The trial court stated that this factual scenario, within the context of a legal malpractice action, “triggers the case within the case doctrine” and “requires the Plaintiff to prove [that] the assigned claim . . . would have been meritorious.” Further, the trial court found that because Saunders had not designated a medical expert to testify to the medical malpractice issues underlying the Assigned Claim, he could not prove the case within a case and the necessary proximate cause element of his legal malpractice claim.<sup>5</sup> Saunders filed this timely appeal.

## **DISCUSSION**

### **Standard of Review**

We review a trial court’s decision to grant summary judgment *de novo*, as the questions posed by a motion for summary judgment are questions of law. *Asmussen v. CSX Transp., Inc.*, 247 Md. App. 529, 558 (2020). When reviewing the trial court’s grant of summary judgment, “we are ordinarily limited to considering the grounds relied upon by the [trial] court . . .” *Id.* at 558–59. We conduct our review without deference to the trial court and determine independently, based on the record before the trial court, “whether the parties generated a dispute of material fact, and, if not, whether the moving party was

---

<sup>5</sup> The trial court did not address any other issues raised in Saunders’s or Appellees’ motions for summary judgment.



entitled to judgment as a matter of law.” *Rowhouses, Inc. v. Smith*, 446 Md. 611, 631 (2016) (internal quotation marks omitted). Our review of the trial court’s record is made “in the light most favorable to the non-moving party” and we will “construe any reasonable inferences that may be drawn from the facts against the moving party.” *Livesay v. Baltimore*, 384 Md. 1, 10 (2004).

Pursuant to Maryland Rule 2-501(f), a motion for summary judgment should be granted if “there is no genuine dispute as to any material fact” and “the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f). A trial court considering a motion for summary judgment must review the entire record, “drawing all reasonable inferences in favor of the party against whom summary judgment is sought.” *Shastri Narayan Swaroop, Inc. v. Hart*, 158 Md. App. 63, 71 (2004).

In certain cases, a trial is unnecessary and summary judgment is proper “because one party lacks the proof that would be needed to establish an essential element of his case to a jury.” *Asmussen, supra*, 247 Md. App. at 557–58. Indeed, in these situations there is “no genuine issue as to any material fact” because the non-moving party’s failure to prove an essential element of his case “renders all other facts immaterial.” *Celotex Corp v. Catrett*, 477 U.S. 317, 322–23 (1986) (internal quotation marks omitted). The moving party is therefore “entitled to judgment as a matter of law” because the non-moving party has failed to meet the burden of proof by not proving an essential element of the case. *Id.* (internal quotation marks omitted).

**I. The trial court did not err in granting summary judgment in favor of Appellees because Saunders failed to designate a medical expert to testify to the medical malpractice issues in the Assigned Claim.**

A trial court will award summary judgment when, based on “the facts that would be admitted at trial, the evidence so unmistakably favors one side that no fairminded jury could conclude to the contrary.” *Asmussen, supra*, 247 Md. App. at 558 (internal quotation marks omitted). If the non-moving party fails to establish proof that is necessary for an essential element of his case, no trial is necessary and summary judgment should be granted. *Id.* at 557.

The trial court reviewed the entire record and considered both parties’ written submissions and oral arguments. In its review, the trial court drew any reasonable inferences in favor of Saunders as the non-moving party. Ultimately, the trial court found that without an opinion from a medical expert, Saunders could not prove that his Assigned Claim against Dr. Rowen was meritorious or would have succeeded at trial. The trial court concluded that Saunders’s failure to designate a medical expert to testify to the medical malpractice issues in the Assigned Claim was fatal to his legal malpractice claim against Appellees under the trial-within-a-trial doctrine. Accordingly, the trial court held that summary judgment was appropriate because Saunders failed to prove proximate cause -- an essential element of the legal malpractice claim against Appellees.<sup>6</sup> We agree that

---

<sup>6</sup> The trial court did not reach the additional arguments offered by Saunders and Appellees because it found that the Appellees’ motion for summary judgment could be decided solely on the trial-within-a-trial issue. Similarly, we limit our review to this singular issue. *See Asmussen, supra*, 247 Md. App. at 558–59 (“we are ordinarily limited to considering grounds relied upon by the [trial] court in granting summary judgment.”).

Saunders’s legal malpractice claim fails as a matter of law because he could not prove the proximate cause element of the claim as required under the trial-within-a-trial doctrine.

To prevail on a legal malpractice claim, a former client must prove: “(1) the attorney’s employment, (2) the attorney’s neglect of a reasonable duty, and (3) loss to the client proximately caused by that neglect of duty.” *Thomas v. Bethea*, 351 Md. 513, 528–29 (1998). Here, Appellees have not disputed that they were employed to represent Saunders in his medical malpractice claims against Mercy and Dr. Rowen. Appellees have thoroughly disputed, however, whether there was a breach of duty regarding the representation of Saunders. Regardless of the parties’ contentions related to the first two elements, the outcome of this case turns entirely on the third element, i.e., whether Appellees’ alleged negligence was the proximate cause of Saunders’s loss.

Appellees argue that Saunders cannot establish the proximate cause element for legal malpractice because he failed to designate a medical malpractice expert to testify regarding the medical malpractice issues in the Assigned Claim. Appellees argue that for Saunders to succeed on the legal malpractice claim, he must first prove that the Assigned Claim against Dr. Rowen had merit or would have succeeded at trial. Appellees contend that proving the merits of the Assigned Claim against Dr. Rowen necessarily requires a medical malpractice expert to testify to the underlying medical malpractice issues regarding breach and causation. Accordingly, because Saunders did not designate a medical malpractice expert regarding the Assigned Claim, Appellees argue that he cannot prove the merits of the Assigned Claim, which is necessary to prove the proximate cause

element of the legal malpractice claim. The namesake of this Russian nesting doll of litigation is the “trial-within-a-trial” doctrine. *See Suder v. Whiteford*, 413 Md. 230, 241 (2010).<sup>7</sup>

Saunders’s primary argument is that he is not required to prove proximate cause via the trial-within-a-trial doctrine under the circumstances of this case. Specifically, Saunders argues that the trial-within-a-trial doctrine is not required when the alleged legal malpractice is “bright line.” *Suder, supra*, 413 Md. at 241. Critically, Saunders alleges that Appellees committed bright line legal malpractice when they assured him that the Assigned Claim would survive the Rowen Release and settlement with Dr. Rowen.

The trial-within-a-trial doctrine is “the accepted and traditional means of resolving issues involved in the underlying proceeding in a legal malpractice action” and is triggered “when there is a dispute over proximate cause, not whether the client lost the chance of a trial.” *Suder, supra*, 413 Md. at 243 (quoting *Thomas, supra*, 351 Md. at 533, 718). Accordingly, for a client to successfully recover damages against an attorney for negligent conduct, “the client must show that injury proximately resulted to the client from [the attorney’s] negligent act.” *Central Cab Co. v. Clarke*, 259 Md. 542, 553 (1970). Indeed, “[t]he client must show that he had a meritorious defense [or claim] . . . as otherwise the

---

<sup>7</sup> A “matryoshka” or Russian doll is a wooden doll that is made in two hollow halves. *matryoshka doll*, [https://en.wikipedia.org/wiki/Matryoshka\\_doll](https://en.wikipedia.org/wiki/Matryoshka_doll), *archived at* <https://perma.cc/7ZQ5-XXQU>. A set of matryoshka contains multiple dolls in a series. *Russian doll*, <https://www.collinsdictionary.com/dictionary/english/russian-doll>, *archived at* <https://perma.cc/DG2S-5DUT>. The larger of the dolls is opened and contains another doll, each smaller than the last. *Id.*

failure of the attorney to appear or defend would result in no prejudice or damage to the client.” *Id.* at 553.

In the instant case, neither Saunders nor Appellees dispute that proximate cause is at issue. The parties agree that the crux of the dispute is whether Appellees’ drafting and counseling regarding the Rowen Release caused Saunders’s alleged injury. Saunders argues, however, that the trial-within-a-trial doctrine is not applicable here. Saunders cites to *Suder* which observes that the trial-within-a-trial doctrine “should be applied where there is no bright line malpractice.” *Suder, supra*, 413 Md. at 241. As a result, Saunders argues that Appellees committed bright line malpractice, therefore excluding application of the doctrine.<sup>8</sup>

---

<sup>8</sup> Saunders has also argued that the trial-within-a-trial doctrine does not apply here because Appellees allegedly guaranteed that he would be awarded the full value of the Assigned Claim after settling with Dr. Rowen. In our view, this argument does not avoid a proximate cause and trial-within-a-trial analysis. In a similar case, *Taylor v. Feissner*, this Court examined a former client’s claim of attorney malpractice when he lost a viable EEOC claim because his attorney missed filing deadlines. *Taylor v. Feissner*, 103 Md. App. 356, 368 (1995). In that case, the former client alleged that his attorney had “continuously counseled that [his] claim of age discrimination was indeed valid, legitimate, and meritorious.” *Id.* at 363. This Court even considered, *arguendo*, that the former client “may have had a meritorious claim for age discrimination.” *Id.* at 370. Nevertheless, we affirmed the trial court’s finding that the proximate cause of the former client’s loss was his own failure to promptly notify the EEOC of his age discrimination claim. *Id.* Similarly, Saunders’ allegation that Appellees guaranteed him an award of the value of the Assigned Claim does not avoid the necessary proximate cause analysis. This Court in *Feissner* engaged in a detailed analysis of proximate cause, even when the facts indicated that the attorney guaranteed a successful result, and even when the underlying claim appeared to be viable on the merits. *Id.* at 366–67. Accordingly, Saunders must still prove proximate cause in his legal malpractice claim against Appellees regardless of what Appellees allegedly guaranteed regarding the Assigned Claim.

Saunders’s reliance on the “bright line malpractice” language in *Suder* is unavailing. The *Suder* Court’s admonition that the trial-within-a-trial doctrine “*should*” be applied where there are no bright lines of attorney malpractice is not the end of the analysis. *Id.* at 241 (emphasis added). The Court, in further explaining the doctrine, relies on the *Restatement (Third) of the Law Governing Lawyers* which provides:

In a lawyer-negligence or fiduciary-breach action brought by one who was the plaintiff in a former and unsuccessful civil action, the plaintiff usually seeks to recover as damages the damages that would have been recovered in the previous action or the additional amount that would have been recovered but for the defendant's misconduct. To do so, the plaintiff must prove by a preponderance of the evidence that, but for the defendant lawyer's misconduct, the plaintiff would have obtained a more favorable judgment in the previous action. The plaintiff must thus prevail in a “trial within a trial.”

*Restatement (Third) of the Law Governing Lawyers* § 53 cmt. b (2000). The *Suder* Court emphasises that the trial-within-a-trial doctrine is meant to expose what would have happened at trial, but for the attorney’s negligence. *Suder, supra*, 413 Md. at 241–43. Notably, the *Suder* Court holds that “the trial-within-a-trial approach is not necessary to prove malpractice[.]” only “when the plaintiff is damaged *in a way other than receipt of a less favorable judgment.*” *Id.* at 243 (emphasis added). Therefore, the trial-within-a-trial doctrine is always applicable when a former client’s alleged injury is the loss of a favorable judgment caused by the former attorney’s alleged malpractice.

*Suder*’s emphasis on the importance of resolving the outcome of the underlying trial does not concern whether the attorney’s misconduct was bright line malpractice. *Suder, supra*, 413 Md. at 241–43. Although the *Suder* Court provided that the trial-within-a-trial

doctrine should be applied where there is no bright line malpractice, it also observed that the doctrine is properly applied in a legal malpractice action when an attorney negligently recommends settlement, as is precisely the case here. *Suder, supra*, 413 Md. at 241. Furthermore, the *Suder* Court’s use of the term “bright line” is referenced from *Thomas*, which also affirmed that the trial-within-a-trial doctrine is proper when an attorney negligently recommends settlement. *Thomas, supra*, 351 Md. at 534. Critically, the Court’s discussion in *Thomas* uses the term “bright line” malpractice in the context of determining whether to adopt a heightened standard of negligence when an attorney recommends settlement. *Thomas, supra*, 351 Md. at 520–34. *Thomas* does not address whether the trial-within-a-trial doctrine should generally apply to determine proximate cause in a legal malpractice action, nor does it hold that evidence of bright line malpractice excludes application of the doctrine. *Id.*

Regardless of the application of the term “bright line” to the trial-within-a-trial doctrine, we need not address whether Appellees’ conduct here constitutes bright line malpractice. In our view, any dispute regarding the “bright lines” of Appellees’ alleged misconduct does not limit the foundational requirement that Saunders must prove the proximate cause of his alleged loss.<sup>9</sup> The dispute here centers on proximate cause, i.e.,

---

<sup>9</sup> We hold that Saunders must prove the proximate cause of his loss via the trial-within-a-trial, regardless of the “bright lines” of Appellees’ alleged misconduct. Nevertheless, we take note that a determination of whether Appellees’ alleged misconduct was bright line malpractice in this case is primarily centered around whether the Rowen Release was ambiguous. The trial court’s first ruling denying the parties’ initial motions for summary judgment determined that the Rowen Release was unclear as to the ultimate

whether Saunders lost a favorable judgment on the Assigned Claim but for Appellees negligently recommending settlement. Proximate cause is a necessary element for proving legal malpractice. *Thomas, supra*, 351 Md. at 528–29.

The client, therefore, must establish this element by showing that the attorney’s negligence caused him to lose a meritorious cause of action, or a cause of action that would have succeeded at trial. *Suder, supra*, 413 Md. at 241. In such legal malpractice cases, a meritorious cause of action is proven by the trial-within-a-trial doctrine. *Id.* To be sure, “[u]nless a [client] has a good cause of action against the party proposed to be sued, the [client] loses nothing by the conduct of his attorney even though the [attorney] were guilty of gross negligence.” *Fishow v. Simpson*, 55 Md. App. 312, 323 (1983).

The trial-within-a-trial doctrine applies to Saunders’s legal malpractice claim against Appellees, and therefore, he was required to prove that the Assigned Claim was meritorious or that he would have succeeded at trial. Notably, for the Assigned Claim to be meritorious, Saunders would need to present expert testimony to demonstrate that Dr. Rowen committed medical malpractice, i.e., that she breached the applicable standard of care. Indeed, due to the complex nature of medical malpractice cases, “expert testimony

---

effect on the Assigned Claim. In light of the ambiguous nature of the Rowen Release, and its effect on the Assigned Claim, it is less likely that Appellees’ conduct in drafting the Rowen Release and further recommending settlement constituted “bright line malpractice.” Indeed, *Thomas* holds that bright line malpractice is unlike malpractice concerning negotiation of a settlement due to the “range for honest differences of opinion in making settlement recommendations.” *Thomas, supra*, 351 Md. at 520 (quoting *Prande v. Bell*, 105 Md. App. 636, 656 (1995) (abrogated by *Thomas* on the issue of a heightened standard of care for attorney malpractice in settlement negotiations)).



is normally required to establish breach of standard of care and causation.” *Jacobs v. Flynn*, 131 Md. App. 342, 354 (2000). A medical malpractice expert’s testimony must be “more than speculation or conjecture” and “[must] be held to a reasonable degree of medical probability.” *Kearney v. Berger*, 416 Md. 628, 651 (2010) (internal quotation marks omitted).

The Assigned Claim against Dr. Rowen is founded on a theory of medical malpractice. Accordingly, Saunders was required to present expert testimony to establish both breach and causation. The Assigned Claim is an indemnification claim, and Saunders would be required to prove that Mercy was entitled indemnification from Dr. Rowen for the settlement of the underlying alleged medical malpractice. Because Saunders did not designate a medical malpractice expert for the Assigned Claim against Dr. Rowen, he cannot establish the essential elements of breach and causation for his medical malpractice claim. *See Jacobs, supra*, 131 Md. App. at 354. We, therefore, hold that because Saunders failed to designate a medical malpractice expert to demonstrate that the Assigned Claim was meritorious, he cannot - - as a matter of law - - prove the essential element of proximate cause in his legal malpractice claim against Appellees. As a result, because Saunders has failed to prove the essential element of proximate cause in his legal malpractice claim, the trial court did not err in granting summary judgment in favor of Appellees.<sup>10</sup>

---

<sup>10</sup> Saunders and Appellees raise additional arguments, and alternative grounds for relief in their briefs. Like the trial court, however, we are not required to address these additional arguments and alternative grounds. The trial court’s ruling, and our affirmance thereof, rests solely on the issue of proximate cause and the application of the trial-within-a-trial doctrine.

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

The correction notice(s) for this opinion(s) can be found here:

<https://mdcourts.gov/sites/default/files/import/appellate/correctionnotices/cosa/unreported/1439s20cn.pdf>