Circuit Court for Prince George's County
Case No. CAL13-21748

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1538

September Term, 2017

A-PINN CONTRACTING LLC, ET AL.

v.

MILLER PIPELINE LLC, ET AL.

Arthur,
Beachley,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zarnoch, J.

Filed: August 8, 2019

This is a case of a grievance in search of an actionable claim. The grievance emanates from the fact that general contractor Miller Pipeline LLC ("Miller") did not use A-PINN Contracting LLC ("A-Pinn"), a small local subcontractor, on a number of sewer maintenance projects that were awarded to Miller by the Washington Suburban Sanitary Commission ("WSSC")—despite having originally listed A-Pinn on the certification forms that were submitted to WSSC during the bid process for the prime contracts. In response, A-Pinn brought suit against Miller for breach of contract, detrimental reliance, fraud, conspiracy, and defamation. A-Pinn also brought conspiracy and tortious interference claims against two other subcontractors, Ventresca Enterprises, Inc. and Midas Utilities, Inc. ("Ventresca" and "Midas"), that Miller ended up using for the projects instead of A-Pinn. Additionally, Eugene Pinder ("Pinder"), an owner of A-Pinn, asserted an individual defamation claim against Miller. We conclude that the Circuit Court for Prince George's County correctly granted summary judgment as to all counts in favor of Miller, Ventresca, and Midas, and correctly dismissed Pinder's individual claim. Therefore, we affirm.

BACKGROUND & PROCEDURAL HISTORY

Between November 2009 and January 2010, Miller and A-Pinn signed and submitted to WSSC a certification form for each of five WSSC prime (general) contracts that had been put out to bid. Each of the five prime contracts required that any general contractor utilize a WSSC-registered "small local subcontractor" for at least 20% of the

contract value.[1] A-Pinn is a WSSC-registered Small Local Business Enterprise ("SLBE") and was listed on the forms.[2]

[1] Maryland law authorizes the WSSC to establish a "local small business enterprise program." Md. Code (2010 Repl. Vol., 2018 Cum. Supp.), Public Utilities Article, §§ 20-301—20-304. The program's purpose is "to assist small businesses in Montgomery County and Prince George's County by . . . facilitating the award of [WSSC] construction contracts or procurement contracts for goods and services to small businesses in Montgomery and Prince George's County." § 20-303.

Accordingly, WSSC has adopted regulations "to provide additional race- and gender-neutral remedies for the Commission to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in WSSC-funded contracting opportunities." WSSC Code of Regulations 6.35.010.

Of note here: WSSC's regulations set forth that WSSC may require that a predetermined percentage of a specific contract be subcontracted to eligible WSSC-approved SLBEs on a contract-specific basis. As described above, WSSC's regulations go on to require that prospective prime contractors submit (at the time of bid) a SLBE subcontracting certification plan providing the name of the SLBE subcontractor and describing the percentage of subcontracting (as a percent of the contract value) and the work to be performed. WSSC Code of Regulations 6.35.140.

The failure of a prime contractor to comply with an approved subcontractor certification plan can lead to enforcement actions by WSSC, such as withholding payment, suspending the contract, termination of the contract, or initiation of other specific remedies. WSSC Code of Regulations 6.35.240. However, neither the statute nor the regulations confer or suggest a private remedy for subcontractors against a prime for its noncompliance.

[2] WSSC will approve a firm as a SLBE if it meets certain eligibility requirements, such as: being an independently-owned business; meeting certain size requirements; having a principal place of business (or significant employment presence) in Montgomery County or Prince George's County; and having certain years of experience. WSSC Code of Regulations 6.35.030, 6.35.040.

Notably, although Pinder is African-American, the contracts at issue here only involved A-Pinn's status as a SLBE, which is a race and gender-neutral certification and program. WSSC's Minority Business Enterprise ("MBE") program—authorized by a separate subtitle of the Public Utilities Article than the SLBE program—is not at issue in the dispute here. Indeed, between 2009 and 2012, A-Pinn was not certified by WSSC as a MBE.

Accordingly, as part of the required bid process, each certification form submitted to WSSC (1) stated that A-Pinn was a SLBE slated to perform "Sewer and Water Excavation Services" worth a certain percentage of each prime contract's value, (2) contained signatures from Miller and A-Pinn, and (3) stated that "[t]he undersigned certifies that they have entered into a subcontracting agreement to provide the services/commodities described herein for the percentage of the Contract value stated herein."[3] Subsequently, WSSC awarded Miller the prime contracts. We note here that WSSC's policies generally allow contractors to substitute subcontractors after a prime contract has been awarded by WSSC.[4] We further observe that apart from each certification form stating that "a subcontracting agreement" had been entered into, there was no separate, written subcontract between Miller and A-Pinn.

[3] More specifically: The certification form for WSSC Contract #CI4900B08, signed and sealed November 30, 2009, stated that A-Pinn would provide $748,787.56 worth of subcontracted services (12.5% of the WSSC contract value).

The certification form for WSSC Contract #CI4925T08, also signed and sealed November 30, 2009, stated that A-Pinn would provide $222,180.03 worth of subcontracted services (7.5% of the WSSC contract value).

The certification form for WSSC Contract #CI4925E08, signed and sealed December 7, 2009, stated that A-Pinn would provide $633,326.10 worth of subcontracted services (20% of the WSSC contract value).

The certification form for WSSC Contract #CI4925B08, also signed and sealed December 7, 2009, stated that A-Pinn would provide $664,122.10 worth of subcontracted services (20% of the WSSC contract value).

The certification form for WSSC Contract #CI4841F08, signed and sealed January 11, 2010, stated that A-Pinn would provide $509,542.00 worth of subcontracted services (20% of the WSSC contract value).

[4] *See* WSSC Code of Regulations 6.35.230.

As it turned out, Miller went on to complete the five projects without utilizing A-Pinn as a subcontractor for the work. A-Pinn claims that, in doing so, Miller breached the subcontracts it established with A-Pinn upon bidding for the prime contracts. A-Pinn further asserts that Miller defamed and defrauded A-Pinn to facilitate breaching the subcontracts: that to substitute A-Pinn from the prime contracts for cause, Miller either misrepresented to WSSC that A-Pinn "disclaimed" the work, and/or misrepresented to WSSC that A-Pinn's safety record made it unfit to do the work. For instance, in August 2010, Miller's representative emailed to WSSC a letter stating that Miller was replacing A-Pinn with Midas because Miller "found some safety concerns with their operation," and that the change "is necessary to provide WSSC with a safe, productive work environment."[5]

According to A-Pinn, it was not advised that it was being replaced for safety reasons, and therefore, was denied the opportunity to protest removal to WSSC to enforce its rights under the WSSC procedures that required a subcontractor to sign off on any substitution. (At the same time, A-Pinn contends that it learned it had been replaced on

[5] A-Pinn acknowledges that on previous projects for Miller, it had received a WSSC Field Order for failure to wear personal protective equipment ("PPE"); laid a component piece of a sewer lateral backwards; and broke a 2-inch water service line. Notwithstanding these facts, A-Pinn contends that Miller had not removed any other subcontractor from a contract because of a single PPE violation in over thirty years; that Miller took none of the typical steps toward A-Pinn (site investigations, a warning letter, etc.) that would indicate it was genuinely concerned about A-Pinn's standards; and that Ventresca and Midas had "more serious safety issues than A-Pinn[,]" yet had never been removed from a job.

the contracts when it protested to WSSC in the fall of 2011 and was told that it had disclaimed the work; Pinder filed a formal complaint with WSSC in January 2012.).

Ultimately, A-Pinn brought breach of contract, detrimental reliance, fraud, conspiracy, and defamation claims against Miller, as well as conspiracy and tortious interference claims against Ventresca and Midas. Additionally, Pinder asserted an individual defamation claim against Miller as well.

At a motions hearing in September 2017, the Circuit Court for Prince George's County found that there was no dispute as to any material fact and granted summary judgment for Miller "for each and every reason set forth in their motion." (In announcing its findings, the circuit court stated that it was "just summarizing" why it found in favor of Miller "on each and every argument."). Specifically, the circuit court first found that "there is no contract": that the bid certification form submitted to WSSC for each of the five prime contracts could not constitute a contract between Miller and A-Pinn because it was "vague as to all of the material terms" and lacked requisite specificity with regard to material terms such as "what the award in a contract [was] like there, what the work to be performed is and the amount of the work." Accordingly, the circuit court found that there was no evidence of a meeting of the minds and no contract.

Next, the circuit court concluded that A-Pinn provided no evidence of lost opportunities or damages that resulted from relying on Miller's alleged statements, and so the facts could not support a detrimental reliance claim. The circuit court also asserted

that it would not be equitable to permit A-Pinn to recover on detrimental reliance, given that it never provided any work to Miller on the five projects in question.

Regarding fraud, the circuit court rejected the contentions that Miller never intended to contract with A-Pinn, or that Miller concealed an intent to replace A-Pinn with respect to the subcontracting work.

On the defamation count against Miller, the circuit court concluded that: (1) A-Pinn's claims were barred by Maryland's one-year statute of limitations;[6] (2) the statements made by Miller to WSSC were not defamatory because they were essentially true; (3) there was no showing of any damages resulting from the statements having been made to WSSC; and (4) the statements were privileged. Additionally, the circuit court stated that Pinder did not have a separate, individual defamation claim because all of his claims were derivative of A-Pinn's claims as a corporate entity.

The circuit court then reasoned that A-Pinn's conspiracy claims could not stand, because a claim for civil conspiracy is dependent upon another valid tort claim, and A-Pinn's other claims were not well-founded.

[6] *See* Md. Code (2013 Repl. Vol., 2018 Cum. Supp.), Courts & Judicial Proceedings Article, § 5-105. ("An action for assault, libel, or slander shall be filed within one year from the date it accrues.").

Finally, the circuit court granted summary judgment in favor of Midas and Ventresca for the same reasons, along with an additional finding that there was no showing of "any underlying wrongful acts" by Midas or Ventresca.[7]

A-Pinn and Pinder's appeal followed.

DISCUSSION

A-Pinn and Pinder contend that the circuit court erred when it granted summary judgment on each of A-Pinn's breach of contract, detrimental reliance, defamation, fraud, tortious interference, and conspiracy claims,[8] and when it dismissed Pinder's claim that he was defamed.[9] We review the circuit court's grant of summary judgment *de novo*. *Gallagher v. Mercy Med. Ctr., Inc*., 463 Md. 615, 627 (2019). Likewise, we review the interpretation of a contract *de novo* as a matter of law. *Beka Indus. v. Worcester County*

[7] The circuit court had previously granted summary judgment in favor of Midas and Ventresca with respect to A-Pinn's claims that they tortiously interfered with contractual or economic relations, in an order dated January 22, 2014. A-Pinn raises those claims on appeal as well.

[8] Among its 12 questions presented, A-Pinn additionally asks us to consider whether the circuit court erred by ignoring "robust evidence of racial prejudice against A-Pinn and its owner in favor of white owned subcontractors . . . in derogation of the public policy of the WSSC minority set aside program and the public policy against race discrimination." A-Pinn has not presented this blanket assertion within a legal cause of action, nor backed it up with any legal argument or citation. We decline to address the issue. *See DiPino v. Davis*, 354 Md. 18, 56 (1999) ("[I]f a point germane to the appeal is not adequately raised in a party's brief, the court may, and ordinarily should, decline to address it.").

[9] In the same January 22, 2014 order mentioned above, the circuit court also dismissed Pinder's individual defamation claim.

Bd. of Educ., 419 Md. 194, 235 (2011). For the reasons we shall explain below, we conclude that the circuit court did not err with respect to any claim.

A. Breach of Contract

The heart of A-Pinn's case is breach of contract. A-Pinn contends that the bid certification forms submitted to WSSC evidenced enforceable contracts between A-Pinn and Miller. Under this theory, a breach occurred when A-Pinn was not allowed to perform the subcontracting work for Miller because it turned to other subcontractors instead of A-Pinn.

A-Pinn bases this argument on the certification forms submitted to WSSC as part of Miller's bid, which stated: "[Miller and A-Pinn] certif[y] that they have entered into a subcontracting agreement to provide the services/commodities described herein . . . ." Moreover, under WSSC's policies, subcontract plans need to be verified through WSSC's web-based compliance system before WSSC will issue the contractual "Notice to Proceed" that allows the prime contractor to begin work. Here, the fact that Miller received the Notice to Proceed from WSSC on the contracts in question indicates that Miller, at the time, certified in the web-based compliance system that it had a subcontracting agreement with A-Pinn.

Nevertheless, we agree with the circuit court that there was never an enforceable contract between A-Pinn and Miller. That is to say: the one-page bid certification forms did not constitute enforceable contracts, or evidence a meeting of the minds, because they

were vague as to essential, material aspects of a contract. (And apart from the certification forms, there was no other separate, written contract.).

"It is [] well established that an enforceable contract must express with definiteness and certainty the nature and extent of the parties' obligations. If the contract omits a term or is too vague with respect to essential terms, the contract may be invalid." *Kiley v. First Nat. Bank of Md.*, 102 Md. App. 317, 333 (1994) (Citations omitted); *see* MSBA, Maryland Civil Pattern Jury Instructions (5th ed., 2018), MPJI-Cv 9:2 (A contract consists of five elements, one of which is that "[t]he agreement must be stated with reasonable certainty[.]"). As the Court of Appeals has long noted:

> Of course, no action will lie upon a contract, whether written or verbal, where such a contract is vague or uncertain in its essential terms. The parties must express themselves in such terms that it can be ascertained to a reasonable degree of certainty what they mean. If the agreement be so vague and indefinite that it is not possible to collect from it the intention of the parties, it is void because neither the court nor jury could make a contract for the parties . . . For a contract to be legally enforceable, its language must not only be sufficiently definite to clearly inform the parties to it of what they may be called upon by its terms to do, but also must be sufficiently clear and definite in order that the courts, which may be required to enforce it, may be able to know the purpose and intention of the parties.

Robinson v. Gardiner, 196 Md. 213, 217 (1950) (Citations omitted).

Here, each bid certification form submitted to WSSC contained only a general assertion that A-Pinn would be slated to perform "Sewer and Water Excavation Services" for a certain percentage of the prime contract's overall value. Beyond that, the forms contained no other information, let alone specificity or certainty, with respect to any material term that is found in a typical contract (such as scope of the work, potential

exclusions, expected start date and completion date, or pricing). Given this vagueness and uncertainty, we cannot "ascertain to a reasonable degree of certainty" what A-Pinn and Miller may have thought they were actually agreeing to. *Id*. As such, given that the certification forms were neither "sufficiently definite to clearly inform the parties . . . of what they may be called upon by its terms to do," nor "sufficiently clear and definite [] that [a] court[ ]. . . may be able to know the purpose and intention of the parties[,]" we conclude that the forms are not enforceable as contracts.[10] *Id*.

B. Detrimental Reliance

A-Pinn alternatively seeks to enforce Miller's purported promises through the doctrine of detrimental reliance, which the Court of Appeals adopted in *Pavel Enters., Inc. v. A.S. Johnson Co.*, 342 Md. 143 (1996).[11] Specifically, A-Pinn contends that its course of dealing with Miller and the WSSC program set an expectation that "if you sign the certifications of a contract you get the work."

In *Pavel*, the Court of Appeals set forth that Maryland courts are to apply the Second Restatement of Contracts's four-part test when conducting a detrimental reliance

[10] Notwithstanding the fact (as pointed out by A-Pinn) that Miller's representatives informally referred to the "contracts" when dealing with WSSC, the purported "contracts" are too vague to be legally enforceable.

[11] Miller cites *Pavel* for the proposition that contractors cannot be bound to subcontractors by detrimental reliance. However, *Pavel* left that possibility open: "General contractors [] should not assume that we will also adopt the holdings of our sister courts who have refused to find general contractors bound to their subcontractors." 342 Md. at 164 n. 24.

inquiry.[12] Most critical for A-Pinn's purposes here are the first and third steps of the test: whether there has been a clear and definite promise that "induce[d] actual and reasonable action or forbearance by the promisee[.]" The circuit court noted, and we agree, that A-Pinn pointed to no actual and reasonable action or forbearance it took in response to Miller's purported promise, and Miller observes that A-Pinn did not identify any other project (for example, a different subcontract with another contractor) that it was unable or unwilling to perform because it relied on Miller's representations regarding the projects at issue here. Contrary to A-Pinn's position, the fact that Pinder "attended [a] bidding procurement meeting" with Miller and WSSC does not constitute "actual and reasonable action" meriting relief. *See Wm. T. Burnett Holding LLC v. Berg Bros.*, 235 Md. App. 204, 220 (2017) (The Second Restatement concludes that "[t]he remedy granted for breach [of the promise inducing forbearance] may be limited as justice requires.") (alterations in original) (Quotation marks omitted). Given that A-Pinn did not perform any actual work for Miller on any of the contracts at issue, it would not be equitable to find detrimental reliance merely because Pinder showed up to a bidding procurement

[12] As adopted by the Court in *Pavel*, the four-part test is:

> (1) a clear and definite promise;
> (2) where the promisor has a reasonable expectation that the offer will induce action or forbearance on the part of the promisee;
> (3) which does induce actual and reasonable action or forbearance by the promisee; and
> (4) causes a detriment which can only be avoided by the enforcement of the promise.

meeting with Miller and WSSC. Accordingly, the circuit court did not err in granting summary judgment in favor of Miller with respect to detrimental reliance.

C. Defamation

A-Pinn argues that Miller made defamatory statements to WSSC to facilitate the substitution of other subcontractors for A-Pinn in connection with the prime contracts. As noted above, the circuit court found that: (1) A-Pinn's defamation claims were time-barred; (2) the statements at issue were not defamatory, because they were essentially true; (3) A-Pinn made no showing of damages that resulted from the statements being made; and (4) the statements were privileged. The circuit court also found that Pinder did not have an individual defamation claim given that his claims were derivative of A-Pinn's claims as a corporate entity.

Maryland has a one-year statute of limitations for defamation. Md. Code (2013 Repl. Vol., 2018 Cum. Supp.), Courts & Judicial Proceedings Article, § 5-105 ("An action for assault, libel, or slander shall be filed within one year from the date it accrues."). As Miller points out, the latest communication that A-Pinn bases its defamation claim upon was made on December 19, 2011. Moreover, Pinder gave deposition testimony in which he acknowledged receiving an October 2011 email from Miller's representative that he claimed made "false and defamatory" statements to WSSC.[13] Nevertheless, A-Pinn did not assert its defamation claim until April 2, 2014,

[13] We further note that A-Pinn and Pinder's Fifth Amended Complaint stated that in October 2011, "Pinder [] became aware that Miller had committed fraud on A-Pinn and (Continued…)

when it filed a Second Amended Complaint. A-Pinn's defamation claim is therefore time-barred, and the circuit court did not intrude upon the province of the jury in making that determination. *Shepard v. Nabb*, 84 Md. App. 687, 697 (1990) (The "discovery" rule, under which an action for defamation accrues when a party "knew or reasonably should have known" of the defamatory material, is "of no assistance" where "there is nothing in [the] record to indicate that appellant did not know or reasonably should not have known" of the purportedly defamatory statements).

Because A-Pinn's defamation claims are barred by the statute of limitations, we need not analyze whether the statements in question were true (and therefore, not actionable);[14] whether damages resulted from the statements being made to WSSC; or whether the statements were privileged. Furthermore, because the same statements (referenced above) formed the basis of Pinder's claim that he was personally defamed,

never intended to give A-Pinn the work[,]" which led Pinder to "s[eek] the assistance of the WSSC." When, at that time, the WSSC advised Pinder that Miller's representative "had said that Pinder reported that A-Pinn did not want to do the work," Pinder "denied this to the WSSC."

[14] As its sixth question presented, A-Pinn specifically asks whether the circuit court erred in concluding that the August 10, 2010 letter to WSSC (which stated that Miller was replacing A-Pinn because Miller "found some safety concerns with their operation," and that the change was necessary "to provide WSSC with a safe, productive work environment") was true. A-Pinn acknowledges that it had received a WSSC Field Order for a PPE violation; and that while doing other work for Miller it (1) laid a component piece of a sewer lateral backwards and (2) broke a 2-inch water service line. As such, the circuit court did not err in determining that the August 2010 letter was factually true. Although A-Pinn may dispute the appropriate repercussions that should have resulted from those safety infractions, as a matter of fairness (for instance, A-Pinn argues that Miller had never removed another subcontractor from a project in over thirty years simply due to a single PPE violation, and that Ventresca and Midas had "more serious safety issues than A-Pinn"), the August 2010 letter was not factually incorrect.

Pinder's claim is also time-barred. (Like A-Pinn, Pinder did not raise his defamation claim until the Second Amended Complaint of April 2, 2014.).

D. Fraud

Notwithstanding the fact that the circuit court found there was "nothing, no specificity, no certainty" to the idea that Miller attempted to conceal an intent to replace A-Pinn, A-Pinn maintains on appeal that it suffered from fraudulent concealment.

A-Pinn's entire treatment of the issue in its brief consists of two sentences, which we quote here in full: "The conduct cited above also supports fraudulent concealment. A person can be liable for fraud either for knowingly making a false statement of material fact, or for concealing material facts when that person has a duty to disclose." (Citation omitted). Given the paucity of A-Pinn's argument on this issue, we could very well decline to address it. *See DiPino*, 354 Md. at 56 ("[I]f a point germane to the appeal is not adequately raised in a party's brief, the court may, and ordinarily should, decline to address it.").

Still, we agree with Miller that by not articulating with any specificity which behavior it believes was fraudulent, or precisely how Miller's behavior was fraudulent, A-Pinn demonstrates that its fraud claim is largely derivative of its core contractual claims.[15] Indeed, to the extent that A-Pinn's "fraudulent concealment" claim consists of a belief that Miller attempted to circumvent WSSC's protocols for substituting

[15] Whether or not Miller is guilty of sharp business practices does not rise to the level of fraud. *See In re Sunbelt Grain WKS, LLC*, 427 B.R. 896, 909 (D. Kan. 2010).

subcontractors, A-Pinn is really just attempting to attack, by another angle, its purported "loss" of a contract with Miller. In fact, we note that many of A-Pinn's broader claims—those concerning fraud, defamation, conspiracy, and tortious interference—are largely an attempt to transform purported non-compliance with WSSC's administrative procedures (for getting WSSC's sign-off on a subcontractor substitution) into acts that "divested" A-Pinn of its rightful "contract" with Miller. However, regardless of whether or not Miller (or Ventresca or Midas, or WSSC) adhered to WSSC's standard protocols for substituting subcontractors, that does not alter the central fact of this case, which is that A-Pinn never had a legally enforceable contract with Miller in the first place.

E. Tortious Interference

A-Pinn contends that the circuit court erred in 2014 when it granted summary judgment in favor of Ventresca and Midas regarding A-Pinn's claim that they tortiously interfered with A-Pinn's contractual or economic relations.[16]

"Maryland recognizes the tort action for wrongful interference with contractual or business relationships in two general forms . . . [and] [t]he principle underlying both forms of the tort is the same[.]") *Alexander & Alexander Inc. v. B. Dixon Evander & Assocs.*, 336 Md. 635, 650 (1994) (Citation and internal quotation marks omitted). Here,

[16] Ventresca and Midas contend that it is not clear whether A-Pinn is specifically appealing the circuit court's grant of summary judgment with regard to A-Pinn's claim of intentional interference with contractual relations (count five of the original complaint), or tortious interference with prospective economic advantage (count seven of the original complaint). Given the interrelated nature of the two torts, our analysis applies to either claim.

given that A-Pinn did not have a legally enforceable contract with Miller, the dispute involves the "broader" form of the tort: "The two types of actions differ in the limits on the right to interfere which will be recognized in either case . . . [a] broader right to interfere with economic relations exists where no contract or a contract terminable at will is involved." *Alexander*, 336 Md. at 650 (quoting *Natural Design, Inc. v. Rouse Co.*, 302 Md. 47, 69 (1984)). In other words, because there was no enforceable contract between Miller and A-Pinn, "this case does not involve an alleged wrongful interference with a specific, discrete contract . . . [t]his case thus implicates the broader form of the tort, namely malicious or wrongful interference with economic relationships." *Alexander*, 336 Md. at 651-52. The elements of the broader form of the tort are: "(1) intentional and willful acts; (2) calculated to cause damage to the plaintiffs in their lawful business; (3) done with the unlawful purpose to cause such damage and loss, without right or justifiable cause on the part of the defendants (which constitutes malice); and (4) actual damage and loss resulting." *Id*. at 652 (quoting *Willner v. Silverman*, 109 Md. 341, 355 (1909)).

We conclude that Ventresca and Midas cannot reasonably be held liable for "interfering" with A-Pinn and Miller's relationship when—according to the central thrust of A-Pinn's entire argument—Miller was already intent upon breaching its own contract.[17] *See Alexander*, 336 Md. at 656 ("[A]cts which incidentally affect another's

[17] Here, the three years of discovery—which, as Midas and Ventresca note, yielded "hundreds of requests for admission, more than a dozen fact and expert depositions, and (Continued…)

business relationships are not a sufficient basis for the tort."); *id.* at 654 ("[T]his Court has refused to adopt any theory of tortious interference with contract or with economic relations that converts a breach of contract into an intentional tort.") (Citation and quotation marks omitted).

Nor should Ventresca and Midas be deemed to have interfered with A-Pinn's economic relationship with WSSC. A-Pinn has provided no evidence that it has been harmed or affected in any other dealings with WSSC. With respect to the five projects that are at issue here, the fact that WSSC may not have insisted upon its own standard protocols before approving Miller's substitution of a subcontractor (i.e., requiring the previous subcontractor's signature before approving a substitution) does not impute to Ventresca and Midas an actionable claim for "interference" with A-Pinn's economic relationships. As noted above, "acts which incidentally affect another's business relationships are not a sufficient basis for the tort." *Id.* at 656.

F. Civil Conspiracy

A-Pinn alleges that Miller, Ventresca, and Midas conspired to take work away from A-Pinn through false statements to the WSSC, misrepresentations about the true nature of Midas's and Ventresca's relationships with each other, and other agreements to cheat A-Pinn out of work. The circuit court determined that A-Pinn's civil conspiracy claim "[wa]s premised on one of these other claims being valid," and because none of

the exchange of tens of thousands of pages of documents concerning every aspect of the parties' relationship and the WSSC project"—produced no evidence to suggest that Midas or Ventresca "induced" Miller into breaching its purported contracts with A-Pinn.

those claims were valid, Miller was entitled to summary judgment. The circuit court was correct.

"'[C]onspiracy' is not a separate tort capable of independently sustaining an award of damages in the absence of other tortious injury to the plaintiff." *Id*. at 645 n. 8. "[A] conspiracy cannot be made the subject a civil action, unless something is done which, without the conspiracy, would give a right of action." *Id*. (quoting *Robertson v. Parks*, 76 Md. 118, 135 (1892)). Because the circuit court did not err in granting summary judgment on all of A-Pinn's other claims, A-Pinn's civil conspiracy claim cannot be sustained.

CONCLUSION

For the reasons described above, we hold that the circuit court did not err in granting summary judgment in favor of Miller, Ventresca, and Midas with respect to A-Pinn's claims of breach of contract, detrimental reliance, defamation, fraud, tortious interference, and civil conspiracy. Additionally, the circuit court did not err in dismissing Pinder's individual claim of defamation.

JUDGMENTS OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANTS.