

Circuit Court for Prince George's County
Case No. CAL-18-36527

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2228

September Term, 2023

JAMIE M. BENNETT

v.

ASHCRAFT & GEREL, LLP

Wells, C.J.,
Kehoe,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: June 4, 2025

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

This case arises from one of two appeals appellant Jamie Bennett filed to this Court after we affirmed the Circuit Court for Prince George’s County November 2021 final judgment in favor of appellee Ashcraft and Gerel, LLP (“Ashcraft”).¹ Since our affirmance in 2023, Bennett has filed several motions in the circuit court, twice requesting it to vacate the November 2021 judgment due to lack of subject matter jurisdiction. The circuit court denied both of Bennett’s motions to vacate, and she now appeals those denials to this Court. Bennett submits one question for our review, which we rephrase:²

Did the circuit court abuse its discretion in denying Bennett’s two motions to vacate the judgment?

For the reason set forth below, we conclude the circuit court did not abuse its discretion in denying the two motions to vacate. Accordingly, we affirm.

¹ Since we affirmed the November 2021 final judgment, Bennett also filed appeals that are the subject of our decision in *Fitch v. Ashcraft & Gerel, LLP*, No. 806, September Term, 2024. We refer that appeal as *Fitch*. *Fitch* was argued before this panel at the same time as this appeal on May 12, 2025.

² Bennett’s verbatim question is:

Whether the circuit court erred as a matter of law in denying Appellant’s motion to vacate a judgment entered on a cause of action not asserted in Appellee’s counter-complaint, given the requirement of Md. Rule 2-324(b) that “whenever it appears that the court lacks jurisdiction of the subject matter the court shall dismiss the action,” and where controlling law in Maryland holds that a “trial court has ‘no authority, discretionary or otherwise, to rule upon a question not raised as an issue by the pleadings.’” *Dietrich v. State*, 235 Md. App. 92, 102, 174 A.3d 948 (2017) (quoting *Gatuso v. Gatuso*, 16 Md. App. 632, 637 (1937) *cert. denied*, 457 Md. 669 (2018)).

FACTUAL AND PROCEDURAL BACKGROUND

Bennett I

The facts underlying this appeal are thoroughly detailed in *Bennett v. Ashcraft & Gerel, LLP (Bennett I)*, 259 Md. App. 403 (2023), *reconsideration granted in part, and en banc rev. denied, cert. denied*, 486 Md. 246 (2023). We provide an abbreviated recitation of background facts for context and add additional facts that are relevant to this appeal.

Bennett was an attorney working for Ashcraft from April 2011 to April 2015. *Id.* at 416–19. At the beginning of her employment, Bennett signed what the parties have called “the Prenuptial Agreement”³ governing the division of fees between Bennett and Ashcraft in the event that Bennett were to leave the firm, retain Ashcraft’s client(s), and settle the clients’ case(s) after leaving the firm. *Id.* at 416–17. Bennett obtained a \$5,000,000 settlement for Ashcraft’s client, Richard Barker, which was subject to a contingent fee of over \$2,000,000, and Barker was awarded \$675,000 in attorneys’ fees. *Id.* at 419. Bennett then resigned from Ashcraft, with Barker following her departure as a client. *Id.*

Bennett and Ashcraft disagreed about the enforceability of the Prenuptial Agreement and the fees to which Ashcraft was entitled from Barker’s cases. However, the parties reached a settlement agreement, which was detailed in an email dated October 5, 2015 (“October 2015 Agreement”). *Id.* at 420. In the October 2015 Agreement, Bennett

³ While this panel disagrees with the use of the term “prenuptial agreement” to refer to a business contract, for clarity and consistency we will continue to refer to the parties’ agreement by that name. They have used the term in their briefs and we used it in *Bennett I*.

and Ashcraft agreed to divide the fees from Barker’s cases “in accordance with the formula set out in the Prenuptial Agreement: 75 percent to Ashcraft and 25 percent to []Bennett.” *Id.* at 420. The settlement funds and attorneys’ fees from Barker’s cases were placed in an escrow account that was first maintained by Bennett’s attorney and later transferred to an escrow account maintained by Bennett. *Id.* at 420. Bennett continued to pay Ashcraft through July 2018 in accordance with the 75-25 formula. *Id.* at 422. Then, in October 2018, Bennett withheld the fees owed to Ashcraft and filed a complaint against Ashcraft in the Circuit Court for Prince George’s County, primarily arguing the Prenuptial Agreement was unenforceable under Maryland law. *Id.* at 422–423. For several years, Bennett and Ashcraft litigated the enforceability of the Prenuptial Agreement in a series of amended complaints, countercomplaints, and motions.

Ashcraft ultimately prevailed in a series of circuit court rulings. *First*, on July 9, 2020, the circuit court ruled against Bennett when it declared the Prenuptial Agreement was enforceable under Maryland law. *Id.* at 425. On November 18, 2020, Ashcraft filed a motion requesting the circuit court to impose a constructive trust over funds owed to Ashcraft pursuant to the Prenuptial Agreement. The parties then renewed motions for summary judgment on Ashcraft’s remaining counterclaims.

Then, *second*, on October 26, 2021, the circuit court: (1) denied Bennett’s motion for summary judgment on Ashcraft’s counterclaims; (2) granted Ashcraft’s cross-motion for summary judgment on its counterclaim for breach of contract; (3) “imposed a constructive trust on all monies received by Ms. Bennett in the Barker cases on behalf of

Ashcraft, including some \$387,000.00 that she had received in November 2019”; and (4) “ordered []Bennett to provide ‘a complete accounting of all funds she has received in the Barker cases from August 6, 2018 forward, the dates on which those funds were received, how those funds have been distributed, to whom, and in what amount, and the present status of those funds.’” *Id.* at 426. The parties voluntarily dismissed all remaining claims, and Ashcraft calculated the damages on its breach of contract claim to be \$706,164.83. *Id.* at 427.

In two orders dated November 2, 2021, and docketed November 15, 2021, the circuit court issued a declaratory judgment stating the Prenuptial Agreement was enforceable, entered judgment against Bennett in the amount of \$706,164.83, and declined to award Ashcraft pre-judgment interest (the “November 2021 Judgment”). *Id.* at 427. The circuit court denied Bennett’s motions for reconsideration. *Id.* at 427.

Bennett appealed the November 2021 Judgment, and on September 1, 2023,⁴ this Court largely affirmed the November 2021 Judgment in our decision in *Bennett I*, except we also granted Ashcraft’s request for pre-judgment interest. Then, still in September 2023, Bennett filed in this Court a motion for reconsideration; a motion to vacate a portion of *Bennett I* to remove language suggesting Bennett violated the Maryland Rules of Professional Conduct; and a motion to vacate the entirety of the *Bennett I* opinion, contending this Court did not have subject matter jurisdiction under Maryland Rule 2-324

⁴ Our September 1, 2023, opinion prior to amendment is filed under *Bennett v. Ashcraft & General, LLP*, No. 31, Sept. Term, 2022, 2023 WL 5665589 (2023). Throughout this opinion, we cite to the amended October 27, 2023, opinion as *Bennett I*.

because we granted Ashcraft relief based on a contract not pled in Ashcraft’s countercomplaint. On October 27, 2023, we modified *Bennett I* to remove language suggesting Bennett violated the Maryland Attorneys’ Rules of Professional Conduct but denied all other relief sought.

On November 3, 2023, Bennett filed a petition for writ of certiorari to the Supreme Court of Maryland. In her petition, Bennett asserted this Court improperly granted recovery on a breach of contract claim not pled in Ashcraft’s countercomplaint. On November 4, 2023, Bennett filed a motion for reconsideration with this Court, and then on November 13, 2023, Bennett filed a petition for en banc reconsideration. In both the motion and petition, Bennett re-asserted the claim in her petition to the Supreme Court that we improperly granted judgment based on the October 2015 Agreement. On November 20, 2023, the Supreme Court of Maryland denied Bennett’s petition for writ of certiorari. *Bennett v. Ashcraft & Gerel, LLP*, 486 Md. 246 (2023). On November 30, 2023, this Court denied Bennett’s motion for reconsideration and petition for en banc reconsideration.

Bennett’s Appeals in this Case

On September 22, 2023, while *Bennett I* was still pending, Bennett filed a motion in the circuit court to vacate the November 2021 Judgment and the imposition of a constructive trust, arguing the circuit court lacked subject matter jurisdiction to enter the judgment and impose the trust. On December 30, 2023, she filed a second motion in the circuit court to vacate the November 2021 Judgment, more specifically arguing the circuit court lacked subject matter jurisdiction to enter judgment because it constituted a “mistake”

under Maryland Rule 2-535(b). The circuit court rejected her first motion to vacate on January 8, 2024, and her second motion to vacate on January 31, 2024. This appeal focuses on the circuit court’s denials of those two motions.

STANDARD OF REVIEW

This Court reviews the circuit court’s denial of a motion to vacate under the abuse of discretion standard. *Das v. Das*, 133 Md. App. 1, 15 (2000). An abuse of discretion occurs “where no reasonable person would take the view adopted by the trial court,” or when the court acts “without reference to any guiding rules or principles.” *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (cleaned up) (internal citations and quotations omitted). “[A] ruling reviewed under an abuse for discretion standard will not be reversed simply because the appellate court would not have made the same ruling.” *Nash v. State*, 439 Md. 53, 67 (2014) (quoting *North v. North*, 102 Md. App. 1, 14 (1994)). “Rather, the trial court’s decision must be well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable.” *State v. Matthews*, 479 Md. 278, 305 (2022) (internal quotation and citation omitted).

DISCUSSION

I. The Circuit Court did not Abuse its Discretion in Denying Bennett’s Motions to Vacate Judgement.

A. Parties’ Contentions

Bennett contends the circuit court abused its discretion in denying her motions to vacate the November 2021 Judgment because the court lacked subject matter jurisdiction to grant judgment. In support of her argument, Bennett posits the circuit court awarded

damages to Ashcraft based upon the October 2015 Agreement, but Ashcraft filed a counterclaim for breach of contract of the Prenuptial Agreement and *not* the October 2015 Agreement. Bennett argues the Prenuptial Agreement and October 2015 Agreement were two contracts requiring separately numbered counts in Ashcraft’s counterclaim to properly raise breach of contract claims under both contracts. Bennett says there was only one reference to the October 2015 Agreement in Ashcraft’s counterclaim alluding to an agreement in 2015, which was insufficient to plead a cause of action based on the October 2015 Agreement. Because Ashcraft did not properly raise a breach of contract claim under the October 2015 Agreement, Bennett contends the circuit court lacked subject matter jurisdiction to enter judgment based upon the October 2015 Agreement. Since the circuit court lacked subject matter jurisdiction, Bennett contends she can move to vacate judgment at any time under Maryland Rules 2-324(b) and 2-535(b) due to a jurisdictional “mistake.”

Ashcraft *first* replies that the policy of finality underlying the doctrines of law of the case, res judicata, and collateral estoppel require us to deny Bennett’s appeal. Ashcraft says, under these doctrines, Bennett was required to raise her subject matter jurisdiction and improper pleading arguments prior to our decision in *Bennett I*. Since Bennett failed to raise the arguments before we decided *Bennett I*, Ashcraft argues the law of the case doctrine bars Bennett from making these two arguments now. Furthermore, Ashcraft says this Court already rejected Bennett’s jurisdiction argument three times since issuing its decision in *Bennett I*: “(1) in her motion to vacate this court’s September 1, 2023 opinion .

. . (2) her second motion for reconsideration . . . and (3) her Petition for *En Banc* Reconsideration[.]” Ashcraft contends we are bound by those decisions in this appeal.

Second, Ashcraft argues it obtained judgment based on a properly pled breach of contract claim in its counterclaim when it stated:

After settlement negotiations between the parties, [Ashcraft] and [Bennett] agreed to apply the terms of the Prenuptial Agreement to the *Barker* cases so that [Ashcraft] would receive 75% of all the legal fees generated from the settlement of those cases, including contingency fees, and [Bennett] would receive 25% of such fees.

Ashcraft also cites to multiple points in pleadings and filings throughout the course of litigation where Bennett acknowledged the Prenuptial Agreement governed the splitting of the *Barker* fees.

Third, Ashcraft contends the circuit court had subject matter jurisdiction over Ashcraft’s breach of contract claim because circuit courts have original general jurisdiction over all cases at law and in equity, including breach of contract claims. Ashcraft also cites passages from *Thacker v. Hale*, 146 Md. App. 203 (2002), to stand for the proposition that “[w]hile a jurisdictional challenge to the power of a court to render a valid decree may be made at any time under Rule 2-535(b), a challenge to the propriety of a court granting the relief sought may not be made at all under the rule.” Ashcraft argues Bennett’s appeal challenges the propriety of the circuit court’s power, therefore her jurisdictional claim is without merit.

B. Analysis

1. Vacating Judgments Under Maryland Rules 2-324(b) and 2-535(b) for Lack of Jurisdiction and Jurisdictional “Mistake.”

Maryland Rule 2-324(b) states: “Whenever it appears that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.” Similarly, Maryland Rule 2-535 governs situations where parties can challenge the finality of enrolled judgments, stating:

(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.

* * * *

(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.

See also Md. Code Ann., Cts. & Jud. Proc. § 6-408. “We look to Rule 2–535(b) as the definitive standard for exercising revisory power over enrolled judgments in civil cases.”

Thacker, 146 Md. App. at 229 (citing *Eliason v. Comm’r of Pers.*, 230 Md. 56, 59 (1962)).

In *Thacker*, we described the purpose of Rule 2-535 and the ability of courts to revise judgments under sections (a) and (b):

[A]fter a judgment becomes enrolled, which occurs 30 days after its entry, a court has no authority to revise that judgment unless it determines, in response to a motion under Rule 2–535(b), that the judgment was entered as a result of fraud, mistake, or irregularity. The evidence necessary to establish fraud, mistake, or irregularity must be clear and convincing. Maryland courts have narrowly defined and strictly applied the terms fraud, mistake, and irregularity, in order to ensure finality of judgments. Moreover, the party moving to set aside the enrolled judgment must establish that he or she acted with ordinary diligence and in good faith upon a meritorious cause of action or defense.

Id. at 216–17 (internal citations and quotations omitted) (cleaned up). “[T]he movant must carry his or her significant burden of proof—to establish the existence of fraud, mistake, or irregularity . . . by ‘clear and convincing evidence.’” *Peay v. Barnett*, 236 Md. App. 306, 321 (2018) (citations omitted).

In *Facey v. Facey*, we explained that a “‘mistake,’ as contemplated by Rule 2-535(b), means jurisdictional mistake, such as where the court lacks the power to enter the judgment because it does not have jurisdiction over the person or jurisdiction over the subject matter.” 249 Md. App. 584, 639 (2021) (quoting *Claibourne v. Willis*, 347 Md. 684, 692 (1997)). “The typical kind of mistake occurs when a judgment has been entered in the absence of valid service of process; hence, the court never obtains personal jurisdiction over a party.” *Id.* (quotation and citation omitted). In *Thacker*, we explained subject matter jurisdiction encompasses two concepts, and how those concepts interplay with Rule 2-535(b):

“Juridically, jurisdiction refers to two quite distinct concepts: (i) the *power* of a court to render a valid decree, and (ii) the *propriety* of granting the relief sought. To ascertain whether a court has power, it is necessary to consult the Constitution of the State and the applicable statutes. These usually concern two aspects: (a) jurisdiction over the person—obtained by proper service of process—and (b) jurisdiction over the subject matter—the cause of action and the relief sought.”

Only a lack of jurisdictional “power” can justify relief from the enrolled judgment. Thus, it is this distinction between “*power*” and “*propriety*” that is critical for purposes of determining whether a court may exercise revisory powers under Rule 2-5[3]5(b).^[5]

⁵ The original text says, “Rule 2-525(b).” This is a typographical error as there is no Maryland Rule 2-525(b), and the Court is clearly discussing Rule 2-535(b).

146 Md. App. at 224 (emphasis in original) (internal citations omitted) (quoting *Moore v. McAllister*, 216 Md. 497, 507 (1958)). “It is only when the court lacks the power to render a decree, for example . . . because the court is without authority to pass upon the subject matter involved in the dispute, that its decree is void.” *Id.* at 225 (quoting *First Federated Commodity Tr. Corp. v. Comm’r of Sec. for Md.*, 272 Md. 329, 334 (1974)).

2. *The Doctrines of Res Judicata, Collateral Estoppel, and Law of the Case do not Control this Issue.*

“[T]he very idea of Maryland Rule 2-535(b) is that the doctrine of res judicata does not bar the court’s power to revise an enrolled judgment if it finds mistake, irregularity or, as we examine next, *extrinsic* fraud.” *Facey*, 249 Md. App. at 609 (emphasis in original). We specifically addressed the defense of res judicata in *Facey* but made clear no doctrines preserving final judgments prevent Maryland courts from revising a final judgment when fraud, mistake, or irregularity is shown:

[T]here “are no maxims of the law more firmly established . . . than the two which are designed to prevent repeated litigation between the same parties in regard to the same subject of controversy” Nonetheless, the [*Throckmorton*] Court admitted, there is an “exception to this general rule in cases where, by reason of something done by the successful party to a suit, there was in fact no adversary trial or decision of the issue in the case.”

Id. at 613 (quoting *Throckmorton*, 98 U.S. at 65). When there is a “jurisdictional mistake,” there was no decision of the issue because “the court lack[ed] the power to enter the judgment because it [did] not have jurisdiction over the person or jurisdiction over the subject matter.” *Id.* at 639. However, if the circuit court had subject matter jurisdiction to hear the case, then Bennett cannot utilize Rule 2-535(b) as a vehicle for revision of the

November 2021 Judgment. Regardless, the pertinent analysis for this issue is whether the circuit court had subject matter jurisdiction to hear Ashcraft’s breach of contract counterclaim.

3. *The Circuit Court Had Subject Matter Jurisdiction Over Ashcraft’s Counterclaim for Breach of Contract of the Prenuptial Agreement.*

“Subject matter jurisdiction is the court’s ability to adjudicate a controversy of a particular kind.” *John A. v. Bd. of Educ. for Howard Cnty.*, 400 Md. 363, 388 (2007). Under § 1-501 of the Maryland Code Annotated, Courts and Judicial Proceedings (“CJP”) Article:

The circuit courts are the highest common-law and equity courts of record exercising original jurisdiction within the State. Each has full common-law and equity powers and jurisdiction in all civil and criminal cases within its county, and all the additional powers and jurisdiction conferred by the Constitution and by law, except where by law jurisdiction has been limited or conferred exclusively upon another tribunal.

Accordingly, county circuit courts have subject matter jurisdiction over civil causes of action, such as contract disputes, that arise in the county unless law limits or confers exclusive jurisdiction upon a different court. *R.A. Ponte Architects, Ltd. v. Investors’ Alert, Inc.*, 382 Md. 689, 696 (2004). “[B]ecause a court has no power to decide a dispute unless it has subject matter jurisdiction, a party can question the existence of subject matter jurisdiction at any time—even on an appeal in a case in which the existence of jurisdiction was neither raised nor decided below.” *Green v. McClintock*, 218 Md. App. 336, 358 (2014).

Based upon CJP § 1-501, we conclude the circuit court in this case had subject matter jurisdiction over Ashcraft’s breach of contract counterclaim. In *Bennett I*, we

explained Ashcraft’s counterclaim properly pled facts supporting a breach of contract claim:

On the merits, it is undisputed that in October of 2015 Ashcraft and Ms. Bennett agreed to divide the fees in the *Barker* cases in accordance with the Prenuptial Agreement. It is undisputed that for three years thereafter Ms. Bennett adhered to that agreement and paid the percentage of the fee dictated by the Prenuptial Agreement. It is also undisputed that Ms. Bennett ceased making payments in October of 2018, when she commenced this action (by filing a complaint that made no mention of the *Barker* cases). Finally, it is undisputed that, between October of 2018 and the entry of judgment, Ms. Bennett failed to remit \$706,164.83 in fees, not including pre-judgment interest. *It would seem, therefore, that Ashcraft has indisputably established all of the elements of its breach of contract claim.*

Bennett I, 259 Md. App. at 448 (emphasis added). In Bennett’s brief to this Court, she cites to our decision in *Bennett I* and agrees that Ashcraft pled breach of contract based on the Prenuptial Agreement, stating:

This Court agreed with [Bennett] that Ashcraft had asserted a claim only under the Prenuptial Agreement, holding that Ashcraft had “requested and obtained a money judgment” on “the Prenuptial Agreement not the October 2015 Agreement.” *Bennett*, 259 Md. App. 429-430, 303 A.3d 1237. That factual issue is now the law of the case for purposes of this appeal.^[6]

⁶ Bennett cites to a portion of *Bennett I* where we rejected her claim that “the question of whether the Prenuptial Agreement is enforceable is moot” because

both parties proceeded as though the enforceability of the Prenuptial Agreement was the overarching issue in the case. For example, *Ashcraft requested and obtained a money judgment on Count I of its counterclaim, which alleged that Ms. Bennett had breached the Prenuptial Agreement, not the October 2015 settlement agreement. Similarly, Ashcraft requested and obtained a declaratory judgment that the Prenuptial Agreement is valid.* Conversely, Ms. Bennett sought a declaration that the Prenuptial Agreement was unenforceable, and several counts of her second amended complaint sought to rescind the Prenuptial Agreement.

Bennett frames the issue as Ashcraft improperly pleading breach of contract so she can use Rule 2-535(b) to vacate the November 2021 Judgment as a jurisdictional “mistake.” However—especially given Bennett does not dispute that Ashcraft requested and obtained money judgment based on the Prenuptial Agreement—if there was any mistake, it was in the circuit court entering a judgment with a dollar amount that was incorrectly calculated under the Prenuptial Agreement’s formula. Bennett’s allegation that the November 2021 Judgment amount was improperly calculated does not change the fact that the circuit court had subject matter jurisdiction over Ashcraft’s properly pled counterclaim for breach of contract of the Prenuptial Agreement. If Bennett thought Ashcraft’s calculation of damages, and the circuit court’s adoption of those damages in the November 2021 Judgment, was not in accordance with the Prenuptial Agreement’s formula, then she should have filed a motion in accordance with Rules 2-534⁷ and 2-535(a).

To the extent Bennett is arguing the mistake lies in the fact that the circuit court provided an incorrectly calculated dollar amount in the judgment, even if that was correct, it would constitute a challenge to the court’s “propriety” to enter judgment, which is not

Bennett I, 259 Md. App. at 429–30 (emphasis added).

⁷ Maryland Rule 2-534 states in part:

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.

the type of mistake that can vacate a judgment under Rule 2-535(b). *See Thacker*, 146 Md. App. at 224 (“[J]udgments in matters that were properly before the court, both procedurally and substantively, but which include relief that is for some reason improper, do not fall within the class of cases that may be revised under Rule 2–535(b).”); *Facey*, 249 Md. App. at 638–39 (holding an enrolled judgment “entered in a proceeding brought under a forged Power of Attorney” was not a mistake where both parties agreed the circuit court had “fundamental jurisdiction to enter” the judgment). Because Bennett’s argument and case law hinges on the erroneous contention that Ashcraft failed to plead a breach of contract claim, the case law she cites in her brief is inapposite.

We conclude the circuit court had subject matter jurisdiction to grant Ashcraft summary judgment on their counterclaim for breach of contract of the Prenuptial Agreement, and no jurisdictional mistake occurred such that this Court could exercise revisory powers under Rule 2-535(b). *Thacker*, 146 Md. App. at 224; *Facey*, 249 Md. App. at 639.

**THE JUDGMENT OF THE CIRCUIT
COURT FOR PRINCE GEORGE’S
COUNTY IS AFFIRMED. APPELLANT TO
PAY THE COSTS.**