Circuit Court for Baltimore County
Case No. 03-C-10-010528

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 2834

September Term, 2015

RAHIM HARIRI, *et al*.

v.

EDWARD G. DAHNE, *et al.*

Nazarian,
Arthur,
Friedman,

JJ.

Opinion by Friedman, J.

Filed: February 20, 2018

This case consolidates three contract disputes between a dental practice owned and operated by Drs. Edward G. and Marlene Z. Dahne,[1] dentists and husband and wife, on the one hand, and Drs. Rahim Hariri, Dennis Hatfield, and Sahana Patil, on the other. The Dahnes' dental practice followed a business model where it would hire associate dentists—here, Drs. Hariri, Hatfield, and Patil—to one year, renewable employment contracts, help them find patients, and pay them a percentage of the collections for the work each billed. With minor differences as noted, the contracts all provided:

> 2. TERM
>
> Subject to the provisions respecting the termination of this Agreement as set forth in paragraph 9, hereof, the initial term of this Agreement shall be for the period effective [DATE], and extending until and through [DATE]. Thereafter, the term shall renew for additional terms of one (1) year each unless either party gives notice to the other party to the contrary, at least "ninety (90) days" prior to the end of any term.
>
> 3. DUTIES
>
> The EMPLOYEE hereby accepts employment by the PARTNERSHIP for the term and upon the conditions set forth in this Agreement, and shall:
>
> 3.1 RENDERING DENTAL SERVICES
>
> Render to the very best of his ability, on behalf of the PARTNERSHIP, dental services to and for such persons as are accepted as patients by the PARTNERSHIP and serve in such office or capacities as may be determined by the PARTNERSHIP carrying out such duties and assignments in accordance with policies and directives of the PARTNERSHIP

[1] To differentiate, we will occasionally refer to the Dahnes by their first names. No disrespect is intended.

from time to time established provided the same are reasonable and do not violate law or ethical considerations.

3.2 SERVICE [2]

Devote his energy and skill to the performance of the professional services in which the PARTNERSHIP is engaged, on behalf of the PARTNERSHIP'S best interests, and in strict accordance with the professional standards of the PARTNERSHIP from time to time established, at such place or places and on such days as well as the hours during the day as the PARTNERSHIP shall require. EMPLOYEE shall provide coverage as needed to the other professionals of the PARTNERSHIP and provide a telephone line at his residence available for emergency calls…

4. COMPENSATION

For all services to be rendered by the EMPLOYEE to the PARTNERSHIP during the term of this Agreement, the PARTNERSHIP agrees to pay to the EMPLOYEE, [a percentage of the sums[3]] collected as a result of EMPLOYEE'S work, for each employment year, excluding hygienist work. In the event that work performed by EMPLOYEE must be redone due to EMPLOYEE'S poor workmanship or in the event that fees must be refunded, the full amount of charges for such work redone or the full refund made on behalf of a patient shall be deducted from amounts due to EMPLOYEE hereunder. All payments to EMPLOYEE shall be made on a monthly basis.

[2] Dr. Hariri's contract differed slightly from those of Dr. Hatfield and Dr. Patil, and specified that his duties were to be full time:

3.2 FULL TIME SERVICE.

Devote his full time, energy and skill to the performance…

[3] The amount of compensation was specific to each contract. Dr. Hariri was to be paid 33 percent of collections; Dr. Patil was to be paid 30 percent of collections; and Dr. Hatfield was to be paid 35 percent of the first $200,000 of collections and 40 percent of collections thereafter.

* * *

9. TERMINATION

This agreement shall be terminated upon the occurrence of one of the following conditions or events:

9.1 After the first year of employment hereunder, by ninety (90) days written notice by EMPLOYEE to the PARTNERSHIP. [4]

9.2 By thirty (30) days written notice by the PARTNERSHIP to the EMPLOYEE

Each of the associate dentists here—Drs. Hariri, Hatfield, or Patil—quit before they completed the one year for which they had contracted.

Dr. Hariri's contract term began on October 3, 2000 and was supposed to continue through October 3, 2001. Dr. Edward Dahne testified that for the first few weeks of the contract, Dr. Hariri was allowed to work part time in the evenings as an accommodation to allow him to complete work at a previous job. By contrast, Dr. Hariri testified that his agreement was only a limited engagement "working interview." Dr. Hariri stated that he had signed the contract with the understanding that it was only to prevent his solicitation of any patients that he might treat, and not a commitment to full employment. Dr. Hariri further testified that he found the working conditions unsuitable, and after only coming into the dental office on two or three occasions, he decided it was not a good fit and quit.

[4] The termination clause in Dr. Hariri's and Dr. Patil's contracts provided for termination by an employee only at the end of a contract term. The termination clause in Dr. Hatfield's contract differed, and allowed for termination at any time "[b]y ninety (90) days written notice by EMPLOYEE to the PARTNERSHIP."

It was undisputed that, although Dr. Hariri had seen a few patients, no patients were billed for treatment by Dr. Hariri and he was not paid any wages.

Dr. Hatfield's contract term began on November 3, 2003 and was supposed to continue through November 2, 2004. Dr. Hatfield testified that his time at the practice began successfully, but that his work load dropped significantly after his first month. He saw fewer patients each successive month. Dr. Hatfield testified that he was unhappy with the working conditions and the minimal number of patients that were scheduled for treatment. Dr. Hatfield gave written notice of his intent to resign on February 13, 2004, and his last day of work was February 21, 2004.

Dr. Patil began working for the Dahnes as a dental hygienist in October 2005, but was soon offered a contract to work as an associate dentist. Her contract term began on November 1, 2005 and was supposed to continue through October 31, 2006. Dr. Patil testified that she is a foreign national and it was uncontradicted at trial that when Dr. Patil signed the contract she only had a temporary work authorization, set to expire on July 4, 2006. Dr. Patil testified that to continue working in the U.S., she needed an employer who would sponsor her for an H-1B visa and that she entered into the contract with the Dahnes under the belief that they would sponsor her application. By contrast, Dr. Marlene Dahne testified that the practice never agreed to sponsor Dr. Patil's visa, and that although they did complete some preliminary steps for the visa application, after investigating the process further, she and her husband decided that they were uncomfortable with many of the commitments necessary. In December 2005, the Dahnes informed Dr. Patil that they would

not sponsor her application, and Dr. Patil told the Dahnes that she would need to leave to find an employer who would. Her last day with the practice was December 9, 2005.

Years later, in August 2010, the Dahnes sued each of the associate dentists for breach of contract and sought damages. The associate dentists brought counterclaims for abuse of process[5] and unpaid wages. After a bench trial, the circuit court found in part for each side. The circuit court found that: Dr. Hariri had breached his contract and owed the Dahnes damages for lost profits, but not for lost practice value or prejudgment interest; Dr. Hatfield had breached his contract and owed the Dahnes damages for lost profits but not for lost practice value or prejudgment interest, but the Dahnes had also breached their contractual duties to him and owed him unpaid wages; and Dr. Patil had not breached her contract because there had been no meeting of the minds between her and the Dahnes regarding her visa application, but the Dahnes nevertheless owed her unpaid wages. The court found no abuse of process by the Dahnes. All parties have appealed and cross-appealed.

[5] "[A]buse of process occurs when a party has wilfully misused criminal or civil process after it has issued in order to obtain a result not contemplated by law." *One Thousand Fleet Ltd. P'ship v. Guerriero*, 346 Md. 29, 38 (1997) (quoting *Krashes v. White*, 275 Md. 549, 555 (1975)). To establish a claim for abuse of process, a plaintiff must prove: "first, that the defendant wilfully used process after it has issued in a manner not contemplated by law; second, that the defendant acted to satisfy an ulterior motive; and third, that damages resulted from the defendant's perverted use of process." *Id*. (internal citations omitted). Drs. Hariri, Hatfield and Patil alleged that the Dahnes had filed suit for "the improper purpose of extorting a 'nuisance value' settlement" and then knowingly and repeatedly used incorrect addresses to delay service.

So that we may address common issues together, we have consolidated and rephrased the various questions presented by both the appeal and cross-appeal, irrespective of which party brought the question to our attention. Thus we will address (1) whether the circuit court erred in finding that there was no contract between the practice and Dr. Patil; (2) whether the circuit court erred in determining the breach of contract damages suffered by the Dahnes, specifically, by awarding lost profit damages, and also by declining to award damages for loss of practice value and for prejudgment interest; and (3) whether the circuit court was bound by a pretrial ruling on the applicable statute of limitations and thus erred by changing its mind.

I. STANDARD OF REVIEW

When a case has been tried without a jury, we review it on both the law and the evidence. Md. Rule 8-131(c); *Hoang v. Hewitt Ave. Associates, LLC*, 177 Md. App. 562, 575–76 (2007). We review legal questions without deference to the conclusions of the trial court. *Id*. at 576. On questions of fact, however, we give deference to the findings of the trial judge and "will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Rule 8-131(c); *Hoang*, 177 Md. App. at 576. "A factual finding is clearly erroneous if there is no competent and material evidence in the record to support it." *Hoang*, 177 Md. App. at 576 (internal citations omitted).

II. BREACH OF CONTRACT

As noted above, the circuit court found that Drs. Hariri and Hatfield had breached their employment contracts with the Dahnes, but found that there was no contract, and thus no breach of contract, between the Dahnes and Dr. Patil. The Dahnes challenge this determination.

At trial, there was conflicting testimony about Dr. Patil's immigration status and how it would affect her employment. Dr. Patil testified that she told the Dahnes that she could only work for employers who would sponsor her H-1B visa application.[6] Dr. Patil further testified that she never would have accepted the job if the Dahnes were not willing to sponsor her visa application and that she only signed the contract because she understood that the Dahnes were going to complete the application. By contrast, Marlene testified that she had seen Dr. Patil's temporary work authorization and was aware that it would soon expire, but claimed that Dr. Patil only sought sponsorship after signing the contract. Marlene acknowledged saying that she would "consider" sponsoring Dr. Patil's visa application, but denied "agreeing" to do so. The circuit court credited Dr. Patil's version of the story and found that there was never a "meeting of the minds," and thus no contract between the parties.

[6] The H-1B is a visa in the United States under the Immigration and Nationality Act, § 101(a)(15)(H), which allows U.S. employers to employ foreign workers in specialty occupations. For an employer to sponsor an employee on an H-1B visa requires a considerable commitment. *See, e.g.*, *Representation issues and payment of immigration costs—Sample Letter 1-1: Notification letter to employer regarding its H-1B responsibilities*, H-1B HANDBOOK § 1:56 (2017 ed.).

The Dahnes, rightly, do not challenge the circuit court's findings that the parties disagreed about the visa application or its believing Dr. Patil's testimony over Marlene's. If they had challenged those findings, our standard of review would preclude us from reconsidering those factual determinations absent the most egregious error. Rather, the Dahnes argue that the circuit court should have excluded the testimony—both Dr. Patil's and Marlene's—as inappropriate extrinsic evidence in the first place. The Dahnes assert that, under traditional principles of contract interpretation, Maryland courts enforce the clear terms of a contract and exclude "the admission of prior or contemporaneous agreements or negotiations to vary or contradict a written contractual term." *Calomiris v. Woods*, 353 Md. 425, 432 (1999). Under these rules, extrinsic evidence is only admissible "where the written words [of the contract] are sufficiently ambiguous." *Id*. at 433. The Dahnes argue that because the terms of the written agreement were unambiguous and did not mention Dr. Patil's visa application, the circuit court should have enforced the terms without considering any additional evidence. Moreover, the Dahnes argue that the existence of a merger provision makes even clearer the prohibition on extrinsic evidence.[7]

[7] The Dahnes point to §14.11 of Dr. Patil's employment contract, which states:

> 14.11 ENTIRE AGREEMENT – This Agreement contains the final and entire agreement between the parties hereto with reference to the provisions hereof, and neither they nor their agents shall be bound by any terms, conditions, or representations not contained herein."

While a merger provision is relevant to the court's determination of whether to admit extrinsic evidence of the meaning of the *terms* of a contract, it is irrelevant to the

This argument, however, misunderstands the purpose for which the testimony was admitted. The circuit court admitted the conflicting testimony to aid in its determination of whether the parties had reached an agreement at all. Extrinsic evidence is always admissible to determine if there is a contract between the parties, or whether, due to illegality, fraud, or mutual mistake "a writing never became effective as a contract or that it was void or voidable." *Tricat Indus., Inc v. Harper*, 131 Md. App. 89, 108 (2000). The rule that the Dahnes rely on, prohibiting extrinsic evidence to explain the terms of a contract, only applies after the court determines the existence of a contract. *Id*. at 107. Thus, the trial court's decision to admit testimony about the existence of a contract between the parties was legally correct and we affirm.

III. DAMAGES FOR BREACH OF CONTRACT

While the circuit court found no contract, and thus no breach of contract, between the Dahnes and Dr. Patil, it did find that the Dahnes had valid contracts with Drs. Hariri and Hatfield and that Drs. Hariri and Hatfield breached those contracts. Those findings are not challenged on appeal, so we take the breaches of contract as given. We turn next to the quantum of damages for these breaches of contract. The circuit court awarded damages to compensate the Dahnes for lost profits that they would have earned had Drs. Hariri and Hatfield completed their terms of employment, but declined to award damages based on a loss of value of the dental practice, finding that there was insufficient proof that this was a

determination of the *existence* of a contract. *Greenfield v. Heckenbach*, 144 Md. App. 108, 132-33 (2002).

separate category of damages. The circuit court also declined to award the Dahnes prejudgment interest. In this Court, Drs. Hariri and Hatfield challenge the award of lost profit damages against them, while the Dahnes challenge the denial of damages for loss of practice value and denial of prejudgment interest. Because they are so closely related, we consider all of these damages issues together.

A. Lost Profits

As noted, the trial court awarded the Dahnes damages for lost profits occasioned by Drs. Hariri and Hatfield leaving their jobs prematurely. The circuit court awarded a full year of lost profits against Dr. Hariri (whose contract lacked an early termination provision) and awarded the Dahnes lost profits against Dr. Hatfield reduced to account for early termination and mitigation of damages.

Lost profits are consequential (as opposed to direct) damages and therefore, a plaintiff must show that the loss was (1) proximately caused by the defendant's breach; (2) reasonably foreseeable; and (3) can be proven with reasonable certainty. *Thomas v. Capital Med. Mgmt. Assoc., LLC*, 189 Md. App. 439, 464 (2009). Drs. Hariri and Hatfield challenge the awards against them on the second and third grounds: reasonable foreseeability and reasonable certainty.

The Dahnes' evidence of lost profits was supplied by Robert Jones, a Certified Public Accountant and Certified Valuation Analyst, accepted as an expert by the circuit court. Jones testified that he calculated the Dahnes' lost profits by multiplying the number

of patients seen by each associate dentist in his[8] first month with the practice (and then assuming modest incremental growth in subsequent months) by the practice's average per patient collections minus wages, costs, and expenses. Although there was data regarding Dr. Hatfield's first month from which Jones made his calculation, because Dr. Hariri never assumed a full-time role, Jones estimated his utilization based on collections from an average full-time dentist in the Dahnes' practice.

We first conclude that these damages for lost profits were not reasonably foreseeable. In fact, it is the Dahnes' own testimony that undermined their claim. The Dahnes were clear that they never made any promises to associate dentists—including Drs. Hariri and Hatfield—about the number of patients they would treat or how much money they would earn. Edward noted that they "[didn't] want to mislead anybody by making such promises because "who knows[?] … [T]hey might do better, they might do worse." Marlene testified that the "typical trend for an associate dentist" was that "it takes them a while to build a practice." How successful each associate dentist is depends on "their experience and how they communicate with patients," and what they choose to "make of the situation." She testified that they chose a practice model that pays associate dentists based on a percentage of collections so that the associates' earnings would be based on their efforts: "the more they do, the more they'll make for themselves and the practice."

[8] Although Jones's testimony at trial also considered Dr. Patil, because we have affirmed the finding that there was no contract between her and the Dahnes, we are now only considering Jones's testimony as it relates to Drs. Hariri and Hatfield. Thus, we use only the masculine pronoun here.

Finally, Marlene testified that until a new associate actually started to work, she had no way to know "what kind of producer" that dentist would be.

The Dahnes' testimony demonstrates that the lost profits estimated by Jones were not reasonably foreseeable. The Dahnes did not attach specific expectations or requirements to the employment contracts. The contracts were written specifically to accommodate the variable success that the Dahnes had experienced when hiring new associates in the past. The Dahnes made no promises and no guarantees about what an associate would earn and, in return, the associate dentists did not assume responsibility for a predetermined amount of work. Although we do not doubt that the Dahnes entered into each contract with the hope that it would result in the kinds of profits about which Jones testified, profits in those amounts were best case scenarios, not reasonably foreseeable. Thus, we hold that the trial court abused its discretion in awarding lost profit damages where the testimony showed that they were not reasonably foreseeable.

Moreover, we also reject the award of lost profit damages on the grounds that they were not "proven with reasonable certainty." *Thomas*, 189 Md. App. at 464. As noted above, the Dahnes' calculation of their lost profits was based exclusively on the expert testimony of Robert Jones. To be reliable, expert testimony must have an adequate factual basis so that it "constitutes more than mere speculation or conjecture." *Roy v. Dackman*, 445 Md. 23, 42 (2015). We look for two elements to see if an adequate foundation for expert testimony has been established: (1) whether the expert had "an adequate supply of

data with which to work;" and (2) whether the expert applied "a reliable method in analyzing that data." *Dackman*, 445 Md. at 42-43.

We find Jones's assumptions to be totally lacking. The projected collections attributed to Dr. Hariri were derived from *other* dentists and had no connection to Dr. Hariri's own production. And although Dr. Hatfield's projected collections were based on actual collections earned in the first month, his decreased production in subsequent months explicitly contradicted Jones's assumption of incremental growth. Jones's projections of collections for Drs. Hariri and Hatfield were hypothetical and unsupported by evidence, and his resulting calculations of lost profit were purely speculative. We hold that the circuit court abused its discretion in crediting Jones's lost profit calculation when it was not proven with anything approaching reasonable certainty.

Because the Dahnes failed to prove their right to recover lost profit damages from Drs. Hariri and Hatfield were reasonably foreseeable and that they were calculated with reasonable certainty, we reverse the judgments.[9]

[9] On cross-appeal, the Dahnes challenge the circuit court's calculation of damages. Specifically, they argue that the court misinterpreted the 90-day notice clause in Dr. Hatfield's contract and should not have reduced the award to compensate them only for profits lost over 90 days. Because we hold that the circuit court erred in awarding *any* damages for lost profits, the method of calculating those damages is a moot question that we will not address. *Hoffman v. Stamper*, 385 Md. 1, 38 n.19 (2005) (noting that where damages are struck for other reasons, a complaint about a specific aspect of those damages becomes moot).

B. Lost Practice Value

The Dahnes challenge the circuit court's refusal to award them damages for the lost value of the practice. Their argument here is that because the circuit court awarded lost profits, and because the testimony regarding lost practice value was an inseparable part of the same loss, the circuit court must have erred in not awarding lost practice value.

First, we notice that the logic of the Dahnes' argument flows in both directions, and now that we have invalidated their award for lost profits, their claim for lost practice value must suffer the same fate (and for the same reasons). More critically, however, we hold that there was no evidence to support their claim of loss of practice value. Our careful review of the record reveals almost no data that would support such a claim. Neither Edward nor Marlene was able to identify a single patient who was not treated or left the practice because of the associate dentists leaving prematurely. There was no evidence about the patient base or whether the practice was at or near capacity. There was no attempt to value the practice either before or after the defections. We conclude that the Dahnes' claim for lost practice value amounts to a hypothetical scenario built on unsupported projections.

Moreover, unlike with the claim for lost profits, the circuit court was unpersuaded by the Dahnes' claim for lost practice value, finding that the Dahnes had failed to prove that this was a separate loss from their claim for lost profits. We note that it is "almost impossible for a judge to be clearly erroneous when [she] is simply not persuaded of something." *Bricker v. Warch*, 152 Md. App. 119, 137 (2003).

C. Prejudgment Interest

The Dahnes' final complaint with respect to damages is that the circuit court erred in declining to award them prejudgment interest as calculated by Jones, the expert witness. Without an award for damages, however, prejudgment interest cannot be awarded.

IV. STATUTES OF LIMITATIONS AND THE "LAW OF THE CASE"

The final issue in these appeals is Drs. Hatfield and Patil's assertion that the "law of the case" doctrine should have prevented the circuit court from finding that their wage claims were barred by the relevant statute of limitations. We begin by explaining how the parties understood the application of the statutes of limitations in these cases. It is helpful to remember that these were relatively old claims when brought in 2010: the Dahnes' claims against Dr. Hariri alleged a breach in 2000; their claims against Dr. Hatfield alleged a breach in 2004; and their claims against Dr. Patil alleged a breach in 2006. Thus, the Dahnes needed to assert the claim that this was a contract under seal and thus subject to a 12-year statute of limitations, rather than the 3-year statute of limitations for ordinary contract claims. *Compare* Md. Code Ann., Courts and Judicial Proceedings, § 5-102 (a)(5) ("CJP") *with* CJP § 5-101. When Drs. Hatfield and Patil counterclaimed against the Dahnes for unpaid wages, these were equally old claims. Drs. Hatfield and Patil's counterclaims proceeded under two separate theories: *first*, as a breach of the same employment contract that they were sued under; and *second*, as statutory claims under the Maryland Wage and

Payment Collection Act (hereinafter the Wage Act[10]). *See* Md. Code Ann. Labor and Employment, §§ 3-501 et seq. ("LE"). Both sides agreed that the claims arising from the employment contracts were under seal and thus subject to the 12-year statute of limitations because any other period would be fatal not only to their opponents' claims but to their own. Nevertheless, the Dahnes argued that Drs. Hatfield and Patil's statutory claims under the Wage Act were time-barred by the 3-year statute of limitations. By contrast, Drs. Hatfield and Patil argued that Wage Act claims were "statutory specialty" claims subject to a 12-year statute of limitations. *See* CJP § 5-102(a)(6).

The trial court held a pre-trial hearing on the Dahnes' motion for partial summary judgment to consider, in effect, which statute of limitations would apply to Drs. Hatfield and Patil's Wage Act claims:

TRIAL COURT:	All right. Most respectfully as to Count 3, the motion for summary judgment is denied for the reasons stated on the record or for the argument on the record by [counsel for Drs. Hariri, Hatfield, and Patil].
DAHNES' COUNSEL:	And is the Court finding that there is a 12-year statute of limitations or that it's a factual dispute?
TRIAL COURT:	Both.

[10] Although the legislature has suggested that we should use the name, "Maryland Wage Payment and Collection Law" as the short title for this Act, LE § 5-309 (identifying this as the "short title"), we respectfully decline.

DENTISTS' COUNSEL:	Thank you.
TRIAL COURT:	There certainly is a factual dispute without a doubt.
DAHNES' COUNSEL:	And –
TRIAL COURT:	And it would appear on the arguments of [counsel for Drs. Hariri, Hatfield, and Patil], -- you know, … patently inappropriate under this specific fact pattern to grant a motion for summary judgment as to Count 3 at this time. Now, if facts … develop later on, who knows. You know? But at this time, your motion for summary judgment as to Count 3 is denied. I will certainly entertain further argument from you at the appropriate time.

Thus, the circuit court denied partial summary judgment but explicitly left open the possibility that it would rule differently later. At the end of trial, the circuit court awarded Dr. Hatfield and Patil their wage claims based on the employment contracts. We note that these decisions are not challenged and therefore, we have no choice but to affirm. The trial court, however, additionally found that Drs. Hatfield and Patil's Wage Act claims were subject to the 3-year statute of limitations, not the 12-year statute of limitations and thus, were time-barred.[11]

[11] To make clear, the difference between the source of the wage claims is important because of the remedy. Damages for unpaid wages under the contract are, presumably, limited to the amount of the wages withheld, while damages under the Wage Act may be trebled. LE §3-507.2(b).

Drs. Hatfield and Patil argue before this Court that the trial court's initial ruling was binding on the court pursuant to their version of the "law of the case" doctrine and thus, they argue, the trial court erred by "changing its mind" post-trial and finding the Wage Act claims time-barred. There are three responses to this argument. *First*, Drs. Hatfield and Patil were on notice from the words of the circuit court's ruling that it considered the matter to still be an open question subject to reconsideration as the facts became apparent. A decision to rely on the ruling, but not the cautionary restriction that accompanied it, was their own mistake. *Second*, they are wrong that trial judges cannot change their minds. In Maryland, it is clear that until they enter final judgments, Maryland trial judges are free to reconsider any rulings they make during a trial. *Balt. Police Dept. v. Cherkes*, 140 Md. App. 282, 301-02 (2001)*; Ralkey v. Minnesota Min. & Mfg. Co.*, 63 Md. App. 515, 521 (1985). It could hardly be otherwise. *Finally*, Drs. Hatfield and Patil's argument is predicated on a misunderstanding of the "law of the case" doctrine. The law of the case prevents a trial court from reconsidering an issue of law in subsequent proceedings after it has been decided by an appellate court. *Holloway v. State*, 232 Md. App. 272, 280-82 (2017)*; Cherkes*, 140 Md. App. at 301-02. It has no application here.

V. CONCLUSION

The net effect of our decisions here is to reverse the award of damages to the Dahnes, but leave intact the award of lost wages to Drs. Hatfield and Patil.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY REVERSED IN PART AND AFFIRMED IN PART. COSTS TO BE PAID ½ BY APPELLANTS AND ½ BY APPELLEES.