Circuit Court for Prince George's County
Case No. CAL17-16401

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 3038

September Term, 2018

METROPOLITAN MEDICINALS, LLC, et al.

v.

KAREN STUTZMAN, et al.

Reed,
Wells,
Raker, Irma S.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, J.

Filed: October 6, 2020

On July 11, 2017, the appellee, Karen Stutzman, and her husband, A. Blair Stutzman, filed suit against the appellants—Metropolitan Medicinals, LLC ("Metropolitan"), Ahmad Mines, and Marcus McKay—in the Circuit Court for Prince George's County. In an amended complaint, the Stutzmans sought a declaratory judgment that they were the exclusive owners of Metropolitan and asserted claims against Mr. Mines and Mr. McKay for (i) breach of contract, (ii) anticipatory breach of contract, (iii) fraud, (iv) fraud in the inducement, and (v) unjust enrichment. The appellants counter-claimed, alleging, *inter alia*, breach of contract, and asked the court to order rescission of the parties' purported agreement.

Following a three-day bench trial, the circuit court entered judgment in favor of the Stutzmans, ruling that they owned two-thirds of Metropolitan and that Mr. Mines and Mr. McKay jointly owned the remaining one-third. The court further declared that Mrs. Stutzman was a co-managing member of Metropolitan and ordered that the Stutzmans reimburse Mr. Mines and Mr. McKay up to $81,627 for expenses that they had incurred on behalf of Metropolitan.

On appeal, the appellants present four questions for our review, which we have rephrased as follows:[1]

[1] The appellants articulated the issues as follows:

I. Whether the court['s] findings of fact were clearly erroneous[;]

II. Whether the court's determination that the appellee owned sixty-six percent of the business was an abuse of discretion[;]

1. Did the court commit clear error in finding that, according to the terms of the initial agreement, Mr. Stutzman owned two-thirds of Metropolitan?

2. Did the court abuse its discretion when ruling that, per their initial agreement, Mr. Stutzman owned two-thirds of Metropolitan?

3. Did the court err in dismissing the appellants' breach of contract claim and, in so doing, erroneously determine that the appellants were not entitled to rescission of the parties' agreement?

4. Did the court erroneously deny the appellants' motion for summary judgment?

BACKGROUND

In 2014, the Maryland General Assembly established the Natalie M. LaPrade Maryland Medical Cannabis Commission ("the Commission"), an independent agency which would operate within the Department of Health and Mental Hygiene.[2] Md. Code Health–General ("HG") § 12–3302 (1982, 2019 Repl. Vol.). The Legislature charged the Commission with pre-approving and licensing medical cannabis growers, processors, and dispensaries. HG § 12–3306. The Commission's purpose is to implement rules, regulations, policies, and procedures to ensure that the distribution of medicinal marijuana is conducted in a safe and secure manner. To that end, the General Assembly mandated

III. Whether the Prince George's County Circuit Court properly determined the contract was not breached and the appellant was not entitled to rescission[; and]

IV. Whether the Prince George's County Circuit Court properly determined the appellant[s] w[ere] not entitled to summary judgment[.]

[2] Effective July 1, 2017, the Department of Health and Mental Hygiene was renamed "the Department of Health."

that the Commission "[e]stablish an application review process for granting dispensary licenses in which applications are reviewed, evaluated, and ranked based on criteria established" thereby. HG § 13–3307(c)(1). The application process established by the Commission consists of two stages. The "Stage One" application principally elicits information from which the Commission can assess the viability of applicants' proposed business models. The Commission began accepting Stage One applications on September 28, 2015, with a November 6, 2015, deadline for any such submissions. Should an individual or entity receive Stage One pre-approval, the Commission requires that he, she, or it submit a supplemental "Stage Two" application, the approval of which was required prior to the Commission's awarding a Medical Cannabis Dispensary License ("a license").

Mr. Stutzman was among those interested in obtaining a license. In anticipation of pursuing such a license, Mr. Stutzman contacted his physician, Dr. Sakiliba Mines, in September 2015. In that communication, he expressed an intent to open and operate a medical marijuana business and requested that Dr. Mines refer him to potential partners and/or investors. Dr. Mines forwarded Mr. Stutzman's e-mail to her son, who, on October 6th, invited Mr. Stutzman to meet with him to discuss a possible partnership. Mr. Stutzman agreed.

The meeting, held on October 9th, was attended by Mr. Stutzman, Mr. Mines, and Mr. McKay, whom Mr. Mines introduced as his "business associate." During that meeting, Mr. Stutzman solicited Mr. Mines's and Mr. McKay's assistance in preparing fifteen Stage One applications for medical cannabis dispensary licenses in various Maryland districts.

Mr. Stutzman agreed to pay $15,000 in filing fees for the Stage One applications and, if any were pre-approved, an additional $4,000 for the Stage Two application filing fee. He further agreed that, if awarded pre-approval, he would invest as much as $250,000 in the dispensary.[3]

The parties dispute the remaining terms of their initial agreement. According to Mr. Stutzman, in consideration for their securing Stage One approval, Mr. Stutzman offered Mr. Mines and Mr. McKay one-third of any net profits he derived from the venture, to be split evenly between them. Mr. Stutzman denied, however, having offered Mr. Mines or Mr. McKay any equity or voting rights in the company. Mr. Stutzman testified that he had told Mr. Mines and Mr. McKay that if a Stage One application was approved, he intended to sell half of the company's equity to a person or business entity licensed to grow, process, and dispense medicinal marijuana. Finally, according to Mr. Stutzman, Mr. Mines and Mr. McKay each agreed to invest up to $40,000 in Metropolitan. Mr. Mines and Mr. McKay, on the other hand, denied having committed to contribute a specific amount of startup capital to the venture, and claimed that Mr. Stutzman had offered—and that they had accepted—a one-third equity interest *each* in Metropolitan.

Following that initial meeting, Mr. Mines and Mr. McKay assembled a team of individuals to aid them in completing the Stage One applications ("the Application Team"). **[T3 at 21-25]** During the ensuing weeks, Mr. Mines, Mr. McKay, and the Application

[3] During subsequent negotiations between Mr. Stutzman, Mr. Mines, and Mr. McKay, that agreed-upon figure was reduced to a startup capital contribution of $200,000.

Team completed the applications. In so doing, they used a cloud computing application called "Google Docs," which permitted each of the contributors to simultaneously view, edit, and update the applications in real time. Mr. Mines paid the Application Team a total of approximately $4,000 to compensate them for their time and efforts. Mr. McKay, in turn, paid approximately $1,000 to have the applications printed, bound, and delivered to the Commission.

In order to allay any concerns that he would not honor his agreement with Mr. Mines and Mr. McKay, Mr. Stutzman authorized Mr. McKay to file articles of organization for Metropolitan with the State Department of Assessments and Taxation, and to identify himself as Metropolitan's resident agent. In those articles of organization, which Mr. McKay filed on October 19, 2015, he named himself both Metropolitan's sole "authorized person" and its lone "resident agent."

On November 3rd, Mr. Stutzman sent Mr. Mines an e-mail in which he requested that Mr. Mines name Mrs. Stutzman as a co-owner on the applications.[4] Mr. Mines responded: "Adding [Mrs. Stutzman] as an owner presents a conflict o[f] interest being that [Mr. McKay], yourself, and I have an agreement to share ownership. If we put [Mrs. Stutzman] on the actual application[s] then we would have to remove you and add her to the contract." Mr. Stutzman agreed to a novation whereby Mrs. Stutzman would assume

[4] Mr. Stutzman testified that his request to list Mrs. Stutzman as a co-owner and managing member on the applications (rather than himself) was motivated by a concern that, should he be denied a Colorado cannabis grower's license, the Commission would deny Metropolitan's application.

his ownership interest in Metropolitan. Though named as a co-owner, Mrs. Stutzman delegated decision-making authority to her husband. The completed applications, submitted on or around November 6th, named Mr. McKay Metropolitan's "contact person" and identified Mrs. Stutzman and him as its co-owners.

Three days after the applications were submitted, Aaron Fuccello, an attorney hired and paid by Mr. Mines, purportedly on behalf of Metropolitan, sent Mr. McKay, Mr. Mines, and Mrs. Stutzman a draft operating agreement. According to the terms of that proposed agreement, Mr. McKay, Mr. Mines, and Mrs. Stutzman were Metropolitan's three member-managers, each of whom owned a one-third membership interest thereof. Though the operating agreement was sent to the parties, they did not sign it. The Stutzmans had no further substantive conversations with Mr. Mines or Mr. McKay until December 9, 2016, when the Commission apprised Mr. McKay that Metropolitan was one of 102 applicants to have been pre-approved for a dispensary license.

On or around December 27th, the Stutzmans paid the Commission a $4,000 Stage Two licensing fee on behalf of Metropolitan. Three days later, Mr. Mines and Mr. Stutzman began exchanging e-mails in which they discussed the potential terms of an operating agreement. During that exchange, Mr. Mines claimed that Mr. McKay's and his contributions to Metropolitan entitled them to at least $60,000 in "sweat equity." Mr. Mines further indicated that neither Mr. McKay nor he would contribute startup capital to Metropolitan and claimed that they had initially agreed that Mr. Stutzman and they would each own one-third of the company. Finally, Mr. Mines proposed a set rate of return on

the Stutzmans' capital contribution and Mr. McKay's and his "sweat equity," writing: "You should be receiving an accelerated rate of return split at … 25[%], … 25[%], … 50 [%] until your loan of 140k is repaid[,] then reverting back to a 33.3[%] split as previously discussed with the initial 40k going to application fee and 3% for PPE."[5] Mr. Stutzman responded, in pertinent part: "[I]f you guys want to go down this road its [sic] ok with me. I will not and cannot give you your money. …. You guys are going to have to come up with 20k each so you have some skin in the game so to speak." He further proclaimed, "I am keeping voting rights. That would be a deal breaker for us[.] [W]e will lose this appl[ication] and business over that." Following this exchange with Mr. Mines, Mr. Stutzman purported to expel him from Metropolitan. Mr. McKay, however, refused to assent to Mr. Mines's ouster.

On May 8, 2017, the Stutzmans' attorney placed Mr. McKay on notice of his duty, as Metropolitan's resident agent, to maintain company documents and communications in anticipation of litigation. In a response sent on May 11th, Mr. McKay offered to return the Stutzmans' contributions to Metropolitan plus interest at the applicable legal rate of six percent. That same day, the Stutzmans' attorney replied to Mr. McKay's offer, instructing him on how to transmit the funds, and apprising him that the return of his client's investment would not dissuade him from pursuing legal action. It was not, however, until October 3, 2017, that Mr. McKay and Mr. Mines tendered to the Stutzmans a certified check in the amount of $20,912.27, accompanied by a letter purporting to rescind the

[5] It is unclear from the record to what the acronym "PPE" refers.

parties' agreement. In a letter dated October 17, 2017, the Stutzmans, through counsel, refused rescission and returned the certified check.

In their Stage two application to the commission, submitted after the initiation of the litigation at issue, Mr. McKay was named the president and 66.67% owner of Metropolitan, while Mr. Mines was named Metropolitan's vice-president and 33.33% owner. Mrs. Stutzman, on the other hand, was identified as a former partner whose ownership interested had never vested.

DISCUSSION

I

The appellants first contend that the court's factual findings were clearly erroneous, arguing that "there was no evidentiary basis whatsoever" for the court's finding that the Stutzmans owned two-thirds of Metropolitan.

Maryland Rule 8–131(c) governs the standard of review for actions tried without a jury, and provides:

> When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It 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.

When reviewing a circuit court's factual findings for clear error, our responsibility is not to reweigh the evidence adduced at trial. Rather, "[o]ur task is limited to deciding whether the circuit court's factual findings were supported by substantial evidence in the record[.]" *L.W. Wolfe Enterprises, Inc. v. Maryland National Golf, L.P.*, 165 Md. App. 339, 344

(2005). We will not, therefore, disturb the findings of the circuit court if "there is some competent evidence which, if believed and given maximum weight, could support such findings of fact." *Morris v. State*, 153 Md. App. 480, 489 (2003). *See also Fitzzaland v. Zahn*, 218 Md. App. 312, 322 (2014) ("[I]f there is any competent, material evidence to support the circuit court's findings of fact, we cannot hold that those findings are clearly erroneous.").

Mr. Stutzman's initial testimony regarding the terms of their agreement may have supported a reasonable inference that, in consideration for their completing the Stage One applications, Mr. Mines and Mr. McKay would jointly own one-third of Metropolitan. Mr. Stutzman testified:

> I explained to them that I would give them one third of my profits, no equity, no voting rights, no nothing and if we got first stage application [approval], that I would take that … second stage application and partner up with someone that got a growing MIP[6] in a dispensary and I would sell the equity to them and I had half of the money or so, we didn't know what it would cost and we would partner up and [the third-party investor] would run it, even if I gave them 51 percent or more of the business and I would give them one third of all of my profits.

When asked to whom he was willing to sell 51% of the business, Mr. Stutzman testified that he had been referring not to Mr. McKay and Mr. Mines, but to a hypothetical third-party with whom he planned to partner and to whom he could sell equity in the company. He then repeated, "So I explained to [Mr. McKay and Mr. Mines] that I would give them one third on that profits [sic]. No equity." When he had finished setting forth the terms of

[6] According to Mr. Stutzman, "MIP" is an acronym for a "marijuana infused product."

the proposed agreement, Mr. Stutzman testified, Mr. McKay and Mr. Mines nodded their heads in agreement and said "yes." Based on Mr. McKay's and Mr. Mines's apparent assent to his proposed terms, Mr. Stutzman testified that he "figured that [he] had partners to help [him] do the first stage of the application for a third of [his] profits" for as long as the dispensary was operational.

Viewed alone, Mr. Stutzman's testimony on cross-examination also lent itself to an inference that he had offered—and that Mr. Mines and Mr. McKay had accepted—a collective one-third membership interest in Metropolitan. Mr. Stutzman testified, in pertinent part:

> A: I told them both I would give them a third of my net profits.
>
> * * *
>
> Q: So it would be a third to both Mr. Mine[s] and Mr. McKay?
>
> A: That is correct.
>
> * * *
>
> Q: A third to each? Would it be a third each to Mr. Mines and Mr. McKay?
>
> A: No. No[,] a third to Mr. McKay and [Mr.] Mines[.]

This testimony, however, was belied by both documentary evidence and Mr. Stutzman's own in-court testimony.

At trial, the appellants admitted into evidence excerpts of e-mails Mr. Stutzman and Mr. Mines had exchanged on December 29 and 30, 2016. In one such exchange, Mr. Mines referred to the parties' having agreed to "split ownership 33.3%." In none of his replies to

that e-mail did Mr. Stutzman contest that the parties had so agreed. In fact, in one of his reply e-mails, Mr. Stutzman expressly assented to having offered Mr. Mines and Mr. McKay a collective two-thirds membership interest, writing: "I asked you how much you were paying to do the app[lication.] [Y]ou said don't worry about it[.] [L]ike I stated I gave you guys 66% of the business[.]" In another such e-mail, Mr. Stutzman explicitly referred to himself as Mr. Mines' and Mr. McKay's 33 and 1/3rd partner.

His more self-serving testimony notwithstanding, on direct examination, Mr. Stutzman repeatedly testified that, in consideration for their completing the Stage One applications, he had agreed to grant Mr. Mines and Mr. McKay *each* a one-third share of Metropolitan. In one description of the parties' initial agreement, Mr. Stutzman testified: "[T]hey were responsible for drafting the first application and if we received a pre-approval, we would move on. And they would get one third of my profits *each of them* would get one third of my net profits if we got a license and we continued and could open the business." (Emphasis added). He subsequently reiterated the terms of his offer, testifying: "No equity and no voting rights[.] [J]ust my net profits, they would get one third *each*. Forever." (Emphasis added).

On this record, Mr. Stutzman's prior inconsistent statements, coupled with his internally inconsistent and self-contradictory testimony, precludes us from holding that his testimony constituted credible evidence from which the court could have reasonably inferred, that per the terms of the parties' oral contract, Mr. Mines and Mr. McKay were entitled to a *joint* one-third of Metropolitan's equity or Mr. Stutzman's net profits.

II

The appellants further claim that the circuit court abused its discretion in ruling that Mrs. Stutzman owned two-thirds of Metropolitan. This contention amounts to a bald allegation of error, unsupported by either particularized argument or legal authority. While the appellants accurately articulate the standard under which we review a circuit court's ultimate conclusions, they do not remotely explain how the court allegedly abused its discretion. By neglecting to provide particularized argument in support of this contention, the appellants have waived appellate review of the issue. *See* Md. Rule 8–504(a)(6) (An appellate brief must contain "[a]rgument in support of the party's position on each issue."); *Klauenberg v. State*, 355 Md. 528, 552 (1999) ("[A]rguments not presented in a brief or not presented with particularity will not be considered on appeal." (Citation omitted)); *Moosavi v. State*, 355 Md. 651, 660 (1999) ("'[I]f a point germane to the appeal is not adequately raised in a party's brief, the [appellate] court may, and ordinarily should, decline to address it.'" (Quoting *DiPino v. Davis*, 354 Md. 18, 56 (1999))).

III

The appellants further contend that the court erred in ruling that Mrs. Stutzman had not breached the parties' agreement, and, therefore, erred in refusing to rescind the agreement. The contractual breaches alleged include the appellees' supposed violation of the promise to invest as much as $250,000 in Metropolitan, their claim of exclusive ownership of Metropolitan, and their attempted expulsion of Mr. Mines from Metropolitan. In the alternative, they argue that the appellees' "claim[] that they always maintained 100%

of the business" amounted to "at least a mutual or unilateral mistake in procuring th[e] agreement."

Maryland Rule 2–522(a) requires that "[i]n a contested court trial, the judge, before or at the time judgment is entered, shall prepare and file or dictate into the record a brief statement of the reasons for the decision and the basis of determining any damages." *See also* Paul V. Niemeyer & Linda M. Richards, Maryland Rules Commentary 573 (4th ed. 2014) ("In a case tried to the court without a jury, the court must make a decision and give its reasons for the decision … and the basis for determining the damages, if any. A failure to comply with this requirement may result in a remand."). When a trial court fails to set forth adequate factual findings or legal reasoning underlying its judgment, we shall remand the case with instructions that, based on the evidence adduced at trial, the court set forth such findings and reasoning as are necessary to permit appellate review of its judgments. *See Shum v. Gaudreau*, 322 Md. 242, 244 (1991). *See also* Md. Rule 8–604(d).

While the record in this case contains substantial evidence from which the court could have properly arrived at its findings of fact, those factual findings provide us with too tenuous a basis on which to review its legal conclusions. In its declaratory judgment, the court found that (i) Mr. Stutzman, Mr. Mines, and Mr. McKay had agreed that Mr. Stutzman "would have two-thirds ownership of the partnership and that [Mr.] Mines and [Mr.] McKay would jointly have one-third ownership of the partnership" and (ii) Mr. Stutzman had agreed "to provide funding for the startup of the partnership up to $250,000." In entering judgment in favor of the Stutzmans and against the appellants, the court ruled

without explanation that the latter had breached the parties' contract, while the former had not. The court's factual findings and legal conclusions in this case were so summarily articulated as to prevent us from adequately assessing the cogency of its conclusion or the reasonableness of its remedy. We shall, therefore, remand this case to the circuit court for a more comprehensive articulation of the facts and reasoning underlying its ruling on this issue.

IV

Finally, the appellants claim that the court erroneously denied their motion for summary judgment. They argue that summary judgment was warranted because the Stutzmans neither responded to their motion for summary judgment, nor opposed the facts contained in the appellants' motion, affidavits, or exhibits. Absent such a response, the appellants maintain, no disputed issues of material fact were before the court.

Maryland Rule 2–501 governs summary judgment and provides, in part: "Any party may file a written motion for summary judgment on all or part of an action on the ground that there is no genuine dispute as to any material fact and that the party is entitled to judgment as a matter of law." Md. Rule 2–501(f). Whether a material fact is in dispute is a question of law which we review *de novo*.[7] *See Haas v. Lockheed Martin Corp*., 396 Md. 469, 478 (2007) ("We consider, *de novo*, … whether a material fact was placed in genuine dispute, thus requiring a trial[.]"). If the court finds that the material facts are undisputed,

[7] "A material fact is a fact the resolution of which will somehow affect the outcome the case." *King v. Bankerd*, 303 Md. 98, 111 (1985) (citation omitted).

however, it may, in its discretion, decline to grant summary judgment and proceed to trial. As the Court of Appeals explained in *Dashiell v. Meeks*, 396 Md. 149 (2006):

> [O]rdinarily no party is entitled to a summary judgment as a matter of law. It is within the discretion of the judge hearing the motion, if he finds no uncontroverted material facts, to grant summary judgment or to require a trial on the merits. It is not reversible error for him to deny the motion and require a trial. As indicated, a trial court may even exercise its discretionary power to deny a motion for summary judgment when the moving party has met the technical requirements of summary judgment. Thus, on appeal, the standard of review for a denial of a motion for summary judgment is whether the trial judge abused his discretion and in the absence of such a showing, the decision of the trial judge will not be disturbed.

Id. at 164–65 (cleaned up). *But cf. Amalgamated Transit Union v. Lovelace*, 441 Md. 560, 565 n.4 (2015) (The abuse of discretion standard does not apply to the denial of summary judgment if "the factual record was complete with respect to the issue under consideration" and, in denying the motion, the court "only answer[s] a pure legal question."). Finally, when reviewing the circuit court's ruling on a motion for summary judgment, we construe "facts properly before the court as well as any reasonable inferences that may be drawn from them … in the light most favorable to the non-moving party." *Debbas v. Nelson*, 389 Md. 364, 373 (2005) (citations omitted).

The appellants' argument seems to be predicated, at least in part, on the supposition that, to prevail against a motion for summary judgment, the non-moving party must file an answer to the motion. The appellants do not, however, cite any statute, rule, or case law in support of this proposition. Indeed, while Maryland Rule 2–501(b) dictates the procedure whereby a non-moving party *may* respond to a motion for summary judgment, the plain

language of the rule does not require that a non-moving party do so.[8] As we have previously held, a court is obligated to consider the merits of a motion for summary judgment notwithstanding a party's failure to file a written response. *See Thompson v. Baltimore County*, 169 Md. App. 241 (2006) (holding that the failure of a workers' compensation claimant to file a written response to a motion for summary judgment did not absolve the court of its obligation to consider whether there was a dispute of material fact).

Although the appellees did not file an answer to the appellants' motion, their complaint, coupled with Mr. Stutzman's testimony, evinced a genuine dispute of material fact. *See Debbas*, 389 Md. at 372 ("In reviewing the underlying grant of a motion to dismiss, we must assume the truth of the well-pleaded factual allegations of the complaint, including the reasonable inferences that may be drawn from those allegations."). In their amended verified complaint, the Stutzmans averred that, per the terms of their oral agreement with the Mr. Mines and Mr. McKay: (i) the Stutzmans would retain 100% equity in Metropolitan and exclusive voting rights, (ii) Mr. Mines and Mr. McKay would each contribute up to $40,000 in financing, and (iii) in consideration for McKay's and Mines's

[8] Maryland Rule 2–501(b) provides:

> **(b) Response.** A response to a motion for summary judgment shall be in writing and shall (1) identify with particularity each material fact as to which it is contended that there is a genuine dispute and (2) as to each such fact, identify and attach the relevant portion of the specific document, discovery response, transcript of testimony (by page and line), or other statement under oath that demonstrates the dispute. A response asserting the existence of a material fact or controverting any fact contained in the record shall be supported by an affidavit or other written statement under oath.

assistance in preparing the Stage One applications for a license, Mr. Stutzman would remit to Mr. McKay—and not to Mr. Mines—one-third of any net profits from the company. In their motion for summary judgment and its accompanying memorandum, affidavits, and exhibits, Mr. Mines and Mr. McKay claimed that they each owned a one-third of Metropolitan's equity and denied having promised to invest capital in the company. These contested facts, and the vying evidence in support thereof, were not only material to the case in controversy; they were at the very heart of the suit. The court did not, therefore, err in denying the appellants' motion for summary judgment.

In any event, under *Dashiell*, 396 Md. at 164–65, the denial of a motion for summary judgment—even in the absence of a dispute of material fact—is a valid exercise of a court's discretion. Even if the appellants' motion had "'show[n] that there [was] no genuine issue as to any material fact,'" the court would not have abused its discretion in denying the motion and proceeding to trial. **[Appellant's Brief at 20]** (Citation omitted).

JUDGMENTS OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED IN PART, REVERSED IN PART, AND REMANDED WITH INSTRUCTIONS THAT THE COURT PROVIDE A MORE DETAILED ARTICULATION OF ITS FACTUAL FINDINGS AND REASONING UPON WHICH IT RELIED IN RULING THAT APPELLANTS BREACHED THE PARTIES' CONTRACT.[9] COSTS TO BE PAID 50% BY APPELLANTS AND 50% BY APPELLEES.

[9] On remand, the court need not accept additional evidence, and may limit its consideration to the evidence presented at trial.