

Circuit Court for Prince George's County<sup>1</sup>  
Case No. CAL19-38395

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND\*

No. 1390

September Term, 2024

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TURKISH-AMERICAN COMMUNITY  
CENTER, INC.

v.

BALFOUR BEATTY CONSTRUCTION, LLC

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Berger,  
Friedman,  
Robinson, Dennis M., Jr.  
(Specially Assigned),

JJ.

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Opinion by Robinson, J.

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Filed: May 13, 2026

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<sup>1</sup> The parties' respective briefs incorrectly identify this case as an appeal from the Circuit Court for Montgomery County.

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

This is a construction-related dispute. Turkish-American Community Center (“TACC”) contracted with Balfour Beatty Construction, LLC (“Balfour Beatty”) for the construction of a Turkish-American community center in Lanham, Maryland (the “Construction Project”). The plans for the Construction Project included a mosque, parking garage, Turkish bath, guest house, social hall, multi-purpose center, and gymnasium. There were several issues related to the Construction Project. TACC filed claims against Balfour Beatty for alleged breach of contract and breach of warranty. Balfour Beatty asserted a counterclaim for the final payment due for the Construction Project. The circuit court denied TACC’s motion for summary judgment and motion to dismiss based on its argument that Balfour Beatty’s claims were precluded by the applicable statute of limitations. After a multi-day trial, the circuit court entered judgment in favor of Balfour Beatty on TACC’s breach of contract and warranty claims and entered judgment in favor of Balfour Beatty on its counterclaim. This appeal followed. For the reasons explained below, we affirm the judgment of the circuit court.

TACC presents eight questions for our review, which we have consolidated and rephrased:

- I. Did the circuit court commit reversible error when it determined that Balfour Beatty’s counterclaim was not time barred?
- II. Did the circuit court commit reversible error when it entered judgment in favor of Balfour Beatty on TACC’s Water and HVAC claims for alleged breach of contract and breach of warranty?

- III. Did the circuit court commit reversible error when it did not disclose a perceived conflict of interest involving the trial judge’s law clerk?

For the reasons we explain below, we answer these questions with no and affirm the judgment of the circuit court.

## **BACKGROUND**

### ***The Construction Project<sup>2</sup>***

TACC planned to construct a multi-building campus for Turkish-Americans to celebrate Turkish culture. The plans included a mosque, underground parking garage, Turkish bath, guest house, social hall, multi-purpose center, and gymnasium. TACC hired Hassa Mimarlik, Ltd. (“Hassa”), a Turkish architecture firm, to prepare the plans. TACC originally retained Bironco, Inc. d/b/a “We Design Build” (“We Design Build”) and entered into a contract with We Design Build for design-build services in 2009. We Design Build retained subcontractors to assist Hassa with the design, including Allen + Shariff (“A&S”) to design the heating, ventilation, and air conditioning systems (“HVAC”). In May 2012, TACC and We Design Build terminated their agreement.

On May 19, 2012, TACC entered into a contract (the “Contract”) with Balfour Beatty for Balfour Beatty to be the general contractor for the Construction Project. Balfour Beatty provided general contractor services. According to TACC, there were water penetration issues in the gymnasium, swimming pool, Turkish bath, underground garage, and the electrical room below the mosque, and there were several problems with

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<sup>2</sup> In this section, we provide an overview of the Construction Project. We address other specific factual details in the Discussion section below.

the HVAC system. TACC attributed these issues to Balfour Beatty’s construction work. TACC owed Balfour Beatty a balance of \$325,495 at the end of the Construction Project.

***Relevant Procedural History***

TACC filed a complaint against Balfour Beatty alleging breach of contract and breach of warranty related to water penetration issues (the “Water Claims”)<sup>3</sup> and several issues related to the HVAC system (the “HVAC Claims”)<sup>4</sup>. Balfour Beatty filed a counterclaim against TACC for \$325,495. Prior to trial, TACC filed a motion for summary judgment based on its position that Balfour Beatty’s counterclaim was barred by the applicable statute of limitations. The circuit court denied TACC’s motion for

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<sup>3</sup> TACC’s Water Claims pertain to “water infiltration and leakage throughout the [f]acility.” Compl. ¶ 19. Specific instances include:

Water intrusion into the basketball court of the Multi-Purpose Center; Leakage from the Turkish Bath facility into the building; Leakage into the parking garage near the stairs on the north and south walls of the Mosque; Water entry into the electrical room in the garage near the east entry ramp; Water entry into the hallway near the laundry room of the Guest House; Water leakage into the basement electrical room of the Social Hall; and Storm water run-off from the roof of the Guest House.

*Id.* ¶ 24.

<sup>4</sup> TACC’s HVAC Claims pertain to alleged deficiencies in the systems:

BAS issues; testing and balancing systems (water and air); building pressurization; FCU installation issues; dehumidification issues; heat recovery and energy efficiency issues; radiant heating problems; and operation and pre-performance test of systems.

*Id.* ¶ 13.

summary judgment. During trial, TACC moved to dismiss Balfour Beatty’s counterclaim based on its argument that the counterclaim was barred by the applicable statute of limitations. The circuit court denied that motion to dismiss. After a multi-day trial, the circuit court entered judgment in favor of Balfour Beatty on TACC’s claims and also entered judgment in favor of Balfour Beatty on Balfour Beatty’s counterclaims. This appeal followed.

### ***DISCUSSION***

#### **I. The circuit court did not commit reversible error when it determined that Balfour Beatty’s counterclaim was not time barred.**

##### **A. The circuit court did not commit reversible error when it denied TACC’s motion for summary judgment regarding Balfour Beatty’s counterclaim.**

Motions for summary judgment are governed by Maryland Rule 2-501, which provides that, “[a]ny 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.” When reviewing “the trial court’s grant of a motion for summary judgment, the standard of review is de novo.” *Beka Indus., Inc. v. Worcester Cnty. Bd. of Educ.*, 419 Md. 194, 227 (2011) (quoting *Dashiell v. Meeks*, 396 Md. 149, 163 (2006)). “[W]e independently review the record to determine whether the parties properly generated a dispute of material fact, and, if not, whether the moving party is entitled to judgment as a matter of law. We review the record in the light most favorable to the nonmoving party and construe any reasonable inferences that may be drawn from the facts against the moving party.” *Bank of N.Y. Mellon v. Georg*, 456 Md. 616, 651 (2017) (quoting *Chateau Foghorn LP v. Hosford*, 455 Md. 462, 482

(2017)). “So long as the record reveals no genuine dispute of material fact ‘necessary to resolve the controversy as a matter of law . . . the entry of summary judgment is proper.’” *Appiah v. Hall*, 416 Md. 533, 547 (2010) (quoting *O’Connor v. Balt. Cnty.*, 382 Md. 102, 111 (2004)).

According to § 5-101 of the Courts and Judicial Proceedings Article, there is a three-year statute of limitations for breach of contract claims. Claims generally accrue at the time of the alleged breach. *SG Maryland, LLC v. PMIG 1024, LLC*, 264 Md. App. 245, 260 (2024). Maryland follows a “discovery rule” to determine the date of accrual of a claim. *Frederick Rd. Ltd. P’ship v. Brown & Sturm*, 360 Md. 76, 95 (2000). Pursuant to the discovery rule, an action does not necessarily accrue at the time of the harm, but accrues at the point in time when the plaintiff knows or reasonably should know the nature and cause of the injury. *Id.* at 96. We recently stated in *Hess Constr. + Eng’g Serv., Inc. v. Francis O. Day Co.*, 264 Md. App. 567 (2025) that a cause of action “accrues when the claimant in fact knew or reasonably should have known of the wrong.” *Hess*, 264 Md. App. at 605 (quoting *Est. of Adams v. Cont’l Ins. Co.*, 233 Md. App. 1, 25 (2017)).

Maryland law also provides that a cause of action for breach of contract for defective construction accrues, at the latest, when the defect is discovered or should have been discovered. *See Moreland v. Aetna U.S. Healthcare*, 152 Md. App. 288, 296–97 (2003) (plaintiff’s claims barred when their actual knowledge of the facts giving rise to their claim arose three years prior to filing the complaint); *Gensler v. Korb Roofers, Inc.*, 37 Md. App. 538, 542 (1977) (homeowner’s claim barred when he failed to bring the

claim more than three years after knowledge of the defect); *Steelworkers Holding Co. v. Menefee*, 255 Md. 440, 445 (1969) (claim barred when not brought within three years of knowledge). The accrual date in any given case is left to judicial determination, and may be a question of law, a question of fact, or a mixed question of law and fact. *Frederick Rd. Ltd. P'ship*, 360 Md. at 95.

In TACC's view, because TACC did not pay Balfour Beatty within 30 days of issuance of Balfour Beatty's invoice, the statute of limitations started to run after TACC did not pay Balfour after 30 days. Balfour Beatty views this issue differently. This is an issue of contract interpretation, which is governed by well-settled legal principles:

Maryland courts follow the objective theory of contract interpretation. Under that approach, unless the language of the contract is ambiguous, we interpret it based on what a reasonable person in the position of the parties would have understood the language to mean and not the subjective intent of the parties at the time of formation. Therefore, it is the written language embodying the terms of an agreement that will govern the rights and liabilities of the parties, irrespective of the intent of the parties at the time they entered into the contract.

We do not, however, interpret contractual language in a vacuum. Instead, we interpret that language in context, which includes not only the text of the entire contract but also the contract's character, purpose, and the facts and circumstances of the parties at the time of execution. Although providing relevant context may necessarily require consultation of evidence beyond the four corners of the contract itself, it does not extend to extrinsic or parol evidence of the parties' subjective intent, such as evidence of the parties' negotiations. Such evidence may be considered only after a court first determines that the relevant contract language is ambiguous, which occurs when, viewing the plain language in its full context, a reasonably prudent person could ascribe more than one reasonable meaning to it.

In interpreting the plain language of a contract in context, we attempt to construe the contract as a whole, interpreting separate provisions harmoniously, so that, if possible, all of them may be given effect. Construing the contract as a whole requires that effect be given to each clause to avoid an interpretation which casts out or disregards a meaningful part of the language of the writing unless no other course can be sensibly and reasonably followed.

It is a bedrock principle of contract interpretation in Maryland that our courts consistently strive to interpret contracts in accordance with common sense.

*Lyles v. Santander Consumer USA Inc.*, 492 Md. 670, 682–83 (2025) (quoting *Adventist Healthcare, Inc. v. Behram*, 488 Md. 410, 432–34 (2024)).

The Contract includes the following provision:

§ 5.1.4 The Owner shall pay all undisputed amounts within thirty (30) days after receipt are proper Application for Payment. With each Application for Payment where payment for Allowances is requested, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate the amounts incurred by the Design-Builder on account of the Allowance items.

Although a payment dispute is not expressly defined under the Contract, the Contract includes a provision governing TACC’s ability to withhold payments:

§ 9.5.1. The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to Owner’s determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Design-Build Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible,

including loss resulting from acts and omissions, because of the following:

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to Contractors or for design services labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Design-Build Documents;
- .8 Liens filed for any portion of the Work and not discharged or bonded by the Design-Builder within the time period required by the Design-Build Documents, unless such liens result from the Owner's breach of its payment obligations; and
- .9 Failure of the Design-Builder to comply with any material provision of the Design-Build Documents.

Section 5.1.4 of the Contract provides that while TACC was required to pay “undisputed amounts” within 30 days of receipt, under Section A.9.5.1 of the Contract, TACC could withhold payment for a variety of reasons. The Contract does not have a

provision addressing the number of days within which to pay a disputed invoice. Section 5.1.4 of the Contract provides that while TACC was required to pay “undisputed amounts” within 30 days of receipt, under Section A.9.5.1 of the Terms and Conditions of the Contract, TACC could withhold payment for a variety of reasons. Balfour Beatty argues that TACC disputed the application for payment, but did not reject it until TACC filed its complaint against Balfour Beatty.

On October 31, 2017, Balfour Beatty issued Payment Application 41 (“Final Invoice”) to TACC in the amount of \$325,495. TACC disputed the Final Invoice. After submission of the Final Invoice, the parties continued to negotiate the terms of payment for the unpaid amounts. At trial, Mike Phillips and T.J. Sawner testified that that Final Invoice remained unpaid by TACC and that TACC did not dispute that it had not paid the Final Invoice. On October 22, 2019, in the final correspondence Balfour Beatty received from TACC prior to the filing of the complaint, TACC asked Balfour Beatty to correct certain work and offered to make the premises available for inspection, but did not reject Balfour Beatty’s Final Invoice. Indeed, TACC’s corporate representative, Dr. Yasar Colak testified that TACC never rejected payment of the Final Invoice. It was not until TACC filed its complaint on December 4, 2019, that TACC effectively rejected the Final Invoice.

The statute of limitations began to run on December 4, 2019. Balfour Beatty’s counterclaim was filed on May 2, 2022, which was within the applicable statute of limitations. Alternatively, under the discovery rule, Balfour Beatty’s counterclaim did not begin to accrue until December 2019 when TACC filed its complaint because that is

when Balfour Beatty reasonably could have discovered that TACC had no intention of paying Balfour Beatty and effectively rejected the Final Invoice. The circuit court did not commit reversible error by denying TACC’s motion for summary judgment regarding Balfour Beatty’s counterclaim.

**B. The circuit court did not commit reversible error when it denied TACC’s motion to dismiss Balfour Beatty’s counterclaim.**

For the reasons explained in A. above, the circuit court also did not commit reversible error by denying TACC’s motion to dismiss Balfour Beatty’s counterclaim during trial.

**II. Did the circuit court commit reversible error when it entered judgment in favor of Balfour Beatty on TACC’s claims for alleged breach of contract and breach of warranty?**

**A. The circuit court did not commit reversible error when it concluded that TACC warranted the HVAC design.**

The circuit court concluded that TACC failed to prove its contract and warranty claims by a preponderance of the evidence based, in part, on the circuit court’s determination that TACC warranted the HVAC design. This is a mixed question of law and fact. When reviewing mixed questions of law and fact, [an appellate court] will affirm the trial court’s judgment when [an appellate court] cannot say that its evidentiary findings were clearly erroneous.” *Shih Ping Li v. Tzu Lee*, 210 Md. App. 73, 96 (2013), *aff’d*, 437 Md. 47 (2014). The *Spearin* doctrine, which was established by the Supreme Court of the United States over a century ago in *U.S. v. Spearin*, 248 U.S. 132 (1918), governs the responsibilities of an owner in cases where the owner provides plans and specifications to the contractor. In *Spearin*, the United States Supreme Court established

“if the contractor is bound to build according to plans and specifications prepared by the owner, the contractor will not be responsible for the consequences of defects in the plans and specifications.” *Spearin*, 248 U.S. at 136. This rule, known as the *Spearin* doctrine, establishes an implied warranty when “the insertion of the articles prescribing the character, dimensions and location of the [project] imported a warranty that if the specifications were complied with, the [project] would be adequate.” *Id.* at 132. “This implied warranty is not overcome by the general clauses requiring the contractor to examine the site, to check up the plans, and to assume responsibility for the work until completion and acceptance.” *Spearin*, 248 U.S. at 137. The Supreme Court of Maryland adopted the *Spearin* doctrine in *Dewey Jordan, Inc. v. Maryland-Nat’l Cap. l Park & Planning Comm’n*, 258 Md. 490, 497–98, (1970). In *Dewey Jordan*, the Supreme Court of Maryland observed that, “[t]his warranty is akin to the condition implied in every construction contract that neither party will do anything to hinder the performance of the other party.” *Id.* at 499.

The preamble to the Contract between TACC and Balfour Beatty included: 1) an explanation of the history of the various design consultants that had worked for TACC, 2) an acknowledgment from TACC that Balfour Beatty would base its services on the design performed by Hassa, the Turkish architect to TACC that engaged A&S to prepare the mechanical design, 3) a representation that the design performed prior to Balfour Beatty’s involvement accurately depicted TACC’s Project Program, and 4) a representation that TACC was not aware of any errors, omissions or other deficiencies in such design

services. Those provisions supported the circuit court’s conclusion that TACC warranted the HVAC design prepared by A&S for TACC and provided to Balfour Beatty.

Evidence presented at trial also supported the circuit court’s conclusion that TACC warranted the HVAC design. The Request for Proposal (“RFP”) for the Construction Project issued on February 25, 2012, provided that, “the MEP engineering designs by A&S are approximately 80% complete.” Van der Vossen, the leader of the A&S design team, testified that the HVAC design had essentially been finalized prior to the issuance of the RFP, which included the finalization of the design intent for HVAC systems. Sawner, who had also reviewed both the RFP and the documents related to the Contract, testified that the remaining 20% of the HVAC work was not additional design work, but merely constituted coordination work with architectural drawings and other trades. Given the significant level of completion of the design and TACC’s requirement that the contractor engage the same design consultants used by TACC, Balfour Beatty did not accept full design-build responsibility, despite the parties using a standard form agreement between an owner and a “design-builder” as the basis for the Contract. Phillips also provided uncontroverted testimony that, given the unique nature of the Construction Project, Balfour Beatty required a number of protections, representations, and warranties in the Contract that were agreed to by TACC, so that Balfour Beatty would not be responsible for a design it had no part in creating. The evidence at trial also demonstrated that TACC was concerned about revisions to the applicable Prince George’s County Code and wanted to get the building permit before the code revisions took effect. Based on the

evidence presented at trial and the applicable law, it was not clearly erroneous for the circuit court to conclude that TACC warranted the HVAC design.

**B. The circuit court did not commit reversible error when it concluded that TACC released any claims it has against Balfour Beatty.**

The circuit court concluded alternatively that TACC released any claims it had against Balfour Beatty based on a prior global settlement agreement. The standard of review on error regarding contract interpretation is *de novo*, but there may be mixed questions of law and fact in finding whether there was a valid and enforceable contract. In those circumstances, the factual findings are subject to a clearly erroneous standard. *Shih Ping Li*, 210 Md. App. at 96. The circuit court correctly found that TACC released its claims because of the global settlement agreement executed by the parties. That agreement, dated May 2015, was signed by then President of TACC, Dr. Yasar Colak, as well as Ali Cayir, Cem Ayan, and Bill Dorman of Transtech, TACC’s representatives on the Construction Project. The global settlement agreement was also executed by Phillips and Sawner of Balfour Beatty.

The global settlement agreement provided that outstanding issues were resolved for a “Final Contract amount” of \$71,400,000 and indicates that project completion was “now July 5, 2015.” Balfour Beatty offered testimony related to the global settlement. Phillips testified that the agreement was a culmination of meetings between TACC and Balfour Beatty representatives, which he attended, during which the parties worked to resolve all outstanding issues related to payment and scheduling, which ultimately led them to agree upon an adjustment to the Contract price in the “Final Contract amount”

and also adjusting the completion date for the work in the global settlement agreement. He also testified that the global settlement agreement was intended to be a settlement of all the outstanding claims between the two parties, which obligated TACC to pay \$1,000,000.00 to Balfour Beatty within two weeks and the balance of the “Final Contract amount” upon the completion of the work. TACC paid the \$1,000,000 to Balfour Beatty, but ultimately did not pay the remaining balance of \$325,495.

Sawner testified that the parties had compromised, and that Balfour Beatty had agreed to accept less money for a number of items for which it would have otherwise been entitled to more compensation. As a result, TACC’s obligation to make payment had been reduced to the total sum of \$71,400,000. Sawner added that, when the global settlement agreement was executed, Balfour Beatty had obtained the occupancy permits for four of the six buildings on the Construction Project (*i.e.*, the garage, the mosque, the gym, and the Turkish bath) and that Balfour Beatty had completed its work on the two remaining buildings but was waiting for TACC’s Turkish artisans to complete exterior finish work to obtain the last two occupancy permits (*i.e.*, the fellowship hall and the cultural center). Sawner also testified that the global settlement agreement was intended to resolve all issues related to the four buildings with occupancy permits and to set a substantial completion date of July 5, 2015 for the remainder of the Construction Project.

The circuit court did not err in its determination that TACC waived most of its claims. Even if the circuit court did err, we would nevertheless affirm the judgment of the circuit court because, in the alternative, the circuit court concluded that TACC failed to prove its claims by a preponderance of the evidence. *See Harris v. David S. Harris, P.A.*,

310 Md. 310 (1987) (holding that the appellate courts will not reverse a lower court judgment for harmless error because an appellant must show prejudice as well as error) (citing *Beahm v. Shortall*, 279 Md. 321, 330 (1977)).

**C. The circuit court did not commit reversible error when it concluded that TACC’s claims were time barred.**

When reviewing mixed questions of law and fact, [an appellate court] will affirm the trial court’s judgment when [the appellate court] cannot say that its evidentiary findings were clearly erroneous.” *Shih Ping Li*, 210 Md. App. at 96. Maryland appellate courts have adopted the discovery rule for latent defects to determine the date of accrual of a cause of action. *See Frederick Rd. Ltd. P’ship*, 369 Md. at 95–96 (stating an action does not necessarily accrue at the time of the harm but accrues at the point in time when the plaintiff knows or reasonably should know the nature and cause of the injury). Maryland law also provides that a cause of action for breach of contract for defective construction accrues, at the latest, when the defect is discovered or should have been discovered. *See Moreland v. Aetna U.S. Healthcare*, 152 Md. App. 288, 296–97 (2003) (ruling that plaintiff’s claims were barred when it had actual knowledge of the facts on which its claims were based more than three years prior to filing the complaint); *see also Gensler v. Korb Roofers, Inc.*, 37 Md. App. 538, 542 (1977) (homeowner’s claim barred when he failed to bring his claim more than three years after his knowledge of the defect); *Steelworkers Holding Co. v. Menefee*, 255 Md. 440, 445 (1969) (claim barred when not brought within three years of knowledge).

TACC presented evidence at trial demonstrating that TACC knew about the HVAC and water penetration issues by the end of 2015 or, at the latest by the middle of 2016, which does not prevent TACC's claims from being time-barred because it did not file its complaint until December 2019. A "punch list," which TACC prepared and submitted as evidence at trial, was a comprehensive list of issues with the Construction Project that identified the date where each issue was allegedly raised by TACC. Most of the dates are in 2015, and none of the items are later than September 2016. As this document demonstrates when TACC had knowledge of the alleged HVAC issues, it alone is sufficient to conclude that TACC failed to file its lawsuit in the 3-year statute of limitations required by Maryland law.

TACC's then President, Dr. Yasar Colak, testified during his deposition that TACC became aware of the water issues shortly after moving into the buildings in the February–June 2015 time frame. Sawner also testified that TACC was aware of water penetration within the gym, the Turkish bath, and the mosque. He added that Balfour Beatty worked with TACC in 2015 to address issues related to the gym and the Turkish bath and had also made TACC aware of water issues related to the mosque without fixing them because those issues had been caused by TACC's Turkish artisans, whose work was not Balfour Beatty's responsibility. Based on the evidence presented at trial and the applicable law, the circuit court did not err when it concluded that TACC's claims against Balfour Beatty were time barred. Even if TACC's claims were not time-barred, the circuit court also determined that TACC failed to prove its claims by a preponderance of the

evidence, which is an alternative basis for the circuit court to conclude that TACC was not entitled to judgment in its favor.

We are authorized to affirm a trial court’s decision on any ground shown by the record. *YIVO Inst. For Jewish Research v. Zaleski*, 386 Md. 654, 663 (2005) (explaining that “an appellate court may affirm a trial court’s decision on any ground adequately shown by the record[.]” (citing *Offutt v. Montgomery Cnty. Bd. of Educ.*, 285 Md. 557, 563 n. 3 (1979))); *See City of Frederick v. Pickett*, 392 Md. 411, 424 (2006) (stating that an appellate court can “affirm the dismissal ‘on any ground adequately shown by the record, whether or not relied upon by the trial court’” (quoting *Berman v. Karvounis*, 308 Md. 259, 263 (1987))); *see also Robeson v. State*, 285 Md. 498, 502 (1979). “It has long been the common, and preferred, practice of appellate courts to decide only those issues that are necessary to render a proper judgment or mandate.” *Mitchell v. State*, 44 Md. App. 451, 461 (1979). “Where multiple claims are presented but a decision upon one (or less than all) will suffice to decide the appeal, appellate courts have rather consistently declined to address the other, non-essential, issues.” *Id.* “This practice is justified by principles of judicial efficiency as well as the equally long established practice of declining to decide issues that, in a practical sense, become moot.” *Id.* Based on these principles of appellate review, it is not necessary to address the other issues TACC presented for review, including whether the circuit court committed reversible error when it concluded that TACC failed to mitigate any damages with respect to its Water Claims and whether the circuit court committed reversible error when it admitted certain expert testimony Balfour Beatty offered in opposition to TACC’s claims.

**III. The circuit court did not commit reversible error when it did not disclose a perceived conflict of interest regarding the trial judge’s law clerk.**

Prior to trial, the trial judge advised counsel and the parties that her law clerk’s father previously worked as a foreperson for Balfour Beatty and provided the parties an opportunity to object. TACC did not object to the trial judge presiding over the case, until the circuit court entered judgment in favor of Balfour Beatty. *See Surratt v. Prince George’s Cnty.*, Md., 320 Md. 439, 464 (1990) (“the question of recusal, at least in Maryland, ordinarily is decided, in the first instance, by the judge whose recusal is sought.”); *Braxton v. Faber*, 91 Md. App. 391, 408-09 (1999) (failure to sufficiently establish trial record and raise issue during trial precludes appellate review of conduct and actions of a trial judge); *Balt. Cotton Duck, LLC v. Ins. Comm’r of the State of Md.*, 259 Md. App. 376, 401 (2023) (party failed to raise issue of judicial bias during trial to properly preserve review); *Harford Mem’l Hosp., Inc. v. Jones*, 264 Md. App. 520, 543 (2025) (“it is incumbent upon counsel to state with clarity the specific objection to the conduct of the proceedings and make known the relief sought.”). TACC failed to preserve this issue for appeal.

Even if this issue was preserved for our review, the circuit court did not commit reversible error regarding the perceived conflict of interest. TACC’s argument is based primarily on speculation that, as a foreperson for Balfour Beatty, the law clerk’s father “was vulnerable to retaliation or financial penalty” or “could benefit from promotion or financial reward.” TACC also argues that the law clerk’s father had “more than a de minimis interest that could be substantially affected by the proceeding” or had “a

significant financial interest in the subject matter . . . or in a party to the proceeding.” The record before us does not support these assertions.

Even assuming the truth of TACC’s factual allegations, Maryland law does not support its argument. As Balfour Beatty points out, *Bishop v. State*, 218 Md. App. 472 (2014) is instructive here. In *Bishop*, a party claimed that the judge should have recused himself because a legal intern who worked for the judge at the time of trial had previously assisted in defendant Bishop’s defense. *Id.* at 476. The trial judge denied the request for recusal based on a finding that the requesting party had failed to produce any evidence that the trial judge could not be fair and impartial, and also finding that the moving party could not meet the burden of suggesting or proving that there was any appearance of impropriety. *Id.* at 480. The trial judge, regarding imputing bias or prejudice on the court from an intern, stated that, “[t]he Rule does not state with clarity whether the bias or prejudice must be actually held by the judge or can be imputed to the judge. But the ‘appearance of impropriety’ standard described above suggests the former.” *Id.* at 501 (cleaned up). In *Bishop*, we held that the trial judge did not err in declining to recuse himself from the case because the intern had no personal knowledge of the case or the defense’s strategy. The record in *Bishop* did not support a finding that the intern’s knowledge should be imputed to the trial judge. *Id.* at 502.

In this case, the law clerk’s relationship to the case was not directly through the law clerk, but rather the law clerk’s father, who worked for Balfour Beatty on an unrelated construction project in Virginia. There is no evidence in the record to indicate that the law clerk had any personal knowledge regarding the case through the law clerk’s

father's employment, let alone any evidence indicating that the law clerk's father had an interest in the outcome of this case. Even if this issue was preserved for our review, there is not a sufficient basis to conclude that the circuit court committed reversible error.

### **CONCLUSION**

The circuit court did not commit reversible error when it denied TACC's motion for summary judgment and motion to dismiss based on a determination that Balfour Beatty's counterclaim was not time barred. The circuit court did not commit reversible error when it entered judgment in favor of Balfour Beatty on TACC's claims for alleged breach of contract and breach of warranty. The circuit court also did not commit reversible error when it did not disclose a perceived conflict of interest regarding the trial judge's law clerk. We affirm the judgment of the circuit court.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE'S COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**