

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Ricky Lee Buckley, et al. v. R. Thomas Bowman, DVM, et al.

Buckley · No. Civ. No. MJM-24-2767 · Decided March 3, 2026

SUMMARY

The United States District Court for the District of Maryland partially granted and partially denied plaintiffs’ motion for leave to file an amended complaint. The court held that the proposed amendments supporting unjust enrichment, loss of use, fraudulent misrepresentation, negligent misrepresentation, fraudulent concealment, and civil RICO claims were not futile, but that the proposed breach-of-contract claim against Becky Davis Agent, Inc. was futile because the defendant was not alleged to be a party to the relevant contracts. The court directed the clerk to docket the proposed amended complaint and dismissed Count II without prejudice as to Becky Davis Agent, Inc.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Matthew J. Maddox
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 3, 2026
DOCKET	Civ. No. MJM-24-2767
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for leave to file an amended complaint after the court previously dismissed without prejudice several claims against Becky Davis Agent, Inc. under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 15(a)(2), leave to amend should be freely given when justice so requires and may be denied for prejudice, bad faith, or futility. A proposed amendment is futile when it is clearly insufficient or frivolous on its face or cannot withstand a Rule 12(b)(6) motion.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- motion to amend
- civil procedure
- breach of contract
- unjust enrichment
- fraud

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether plaintiffs should receive leave under Federal Rule of Civil Procedure 15(a)(2) to amend claims against Davis Agent for unjust enrichment and quantum meruit.
2. Whether the proposed amendments supporting loss-of-use, fraudulent misrepresentation, negligent misrepresentation, fraudulent concealment, and civil RICO claims were futile.
3. Whether the proposed breach-of-contract claim against Davis Agent was futile because the pleadings did not establish a contractual obligation owed by Davis Agent to plaintiffs.

HOLDINGS

1. Leave to amend should be freely given when justice so requires and may be denied for prejudice, bad faith, or futility. Because defendants did not establish prejudice or bad faith, the dispositive question was whether the proposed amendments were futile.
2. The proposed amendments were not futile as to plaintiffs' unjust-enrichment and quantum-meruit claims against Davis Agent.
3. The proposed amendments were not clearly insufficient or frivolous and therefore were not futile as to the loss-of-use, fraudulent-misrepresentation, negligent-misrepresentation, fraudulent-concealment, and civil RICO claims against Davis Agent.
4. The proposed breach-of-contract claim against Davis Agent was futile and could not proceed because plaintiffs did not plausibly allege a contractual obligation owed by Davis Agent to either plaintiff.

KEY QUOTATIONS

"In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. The court should freely give leave when justice so requires." (II)

"Thus, it may be within the trial court's discretion to deny leave to amend when it is clear that a claim cannot withstand a Rule 12(b)(6) motion." (III)

"Only the parties to the contract can have contractual obligations to other contracting parties." (III.C)

FACTUAL BACKGROUND

Plaintiffs alleged that defendants operated Dance Forth Farm as a racketeering enterprise and that various misdeeds caused injuries, deaths, and wrongful sales of horses in which plaintiffs had ownership interests and placed in defendants' care. Davis Agent was alleged to be the sales branch of the enterprise and to have handled horse sales and related market-preparation tasks. The proposed amendment added allegations that Davis Agent received payments for services not fully performed, made or participated in allegedly false statements about horses' value, concealed undisclosed sales and kickback arrangements, and was involved in billing plaintiffs.

PROCEDURAL HISTORY

Plaintiffs sued multiple defendants asserting RICO, contract, quasi-contract, and tort claims arising from the alleged operation of a horse-related racketeering enterprise. The court previously granted in part and denied in part Davis Agent's motion to dismiss, dismissing without prejudice all claims against it except negligence and gross negligence. Plaintiffs then moved to amend to add facts supporting the previously dismissed claims. The court granted leave as to Counts I, V, VI, VII, VIII, and IX, denied leave as to the breach-of-contract claim in Count II, directed the Clerk to docket the proposed amended complaint, and dismissed Count II without prejudice as to Davis Agent.

DISPOSITION

other

CASES CITED

- *Laber v. Harvey*, 438 F.3d 404, 426 (4th Cir. 2006)
- *Johnson v. Oroweat Foods Co.*, 785 F.2d 503, 510 (4th Cir. 1986)
- *Davis v. Piper Aircraft Corp.*, 615 F.2d 606, 613 (4th Cir. 1980)
- *Fox v. Statebridge Co., LLC*, Civ. No. SAG-21-01972, 2023 WL 1928224, at *2 (D. Md. Feb. 10, 2023)
- *Morgan v. Coppin State Univ.*, Civ. No. SAG-20-0427, 2020 WL 6485083, at *2 (D. Md. Nov. 4, 2020)
- *Aura Light US Inc. v. LTF Int'l LLC*, Civ. Nos. GLR-15-3198 & GLR-15-3200, 2017 WL 2506127, at *5 (D. Md. June 8, 2017)
- *Kolb v. ACRA Control, Ltd.*, 21 F. Supp. 3d 515, 522 (D. Md. 2014), *aff'd*, 632 F. App'x 87 (4th Cir. 2015)
- *Innovations Surgery Ctr., P.C. v. United Healthcare Ins. Co.*, 722 F. Supp. 3d 582, 590 (D. Md. 2024)
- *Cnty. Comm'rs of Caroline Cnty. v. J. Roland Dashiell & Sons, Inc.*, 747 A.2d 600, 607 n.7 (Md. 2000)
- *Ground Zero Museum Workshop v. Wilson*, 813 F. Supp. 2d 678, 697 (D. Md. 2011)
- *Nordstrom, Inc. v. Schwartz*, Civ. No. GJH-18-3080, 2019 WL 4221475, at *3 (D. Md. Sept. 5, 2019)
- *Access Funding, LLC v. Linton*, 290 A.3d 112, 143 (Md. 2022), as modified on reconsideration (Mar. 16, 2023)
- *Lloyd v. Gen. Motors Corp.*, 916 A.2d 257, 273 (Md. 2007)
- *Virginia Dare Stores v. Schuman*, 1 A.2d 897, 899 (Md. 1938)
- *Morris v. Biomet, Inc.*, 491 F. Supp. 3d 87, 105 (D. Md. 2020)
- *Hill v. Brush Engineered Materials, Inc.*, 383 F. Supp. 2d 814, 823 (D. Md. 2005)
- *Mid Atl. Telecom, Inc. v. Long Distance Services, Inc.*, 18 F.3d 260, 263 (4th Cir. 1994)
- *Caviness v. Derand Res. Corp.*, 983 F.2d 1295, 1305 (4th Cir. 1993)
- *King v. Rubenstein*, 825 F.3d 206, 212 (4th Cir. 2016)
- *Stone v. Trump*, 400 F. Supp. 3d 317, 341 (D. Md. 2019)
- *Malibu Media, LLC v. Doe*, Civ. No. PWG-13-365, 2014 WL 7188822, at *4 (D. Md. Dec. 16, 2014)
- *RRC Northeast, LLC v. BAA Maryland, Inc., Inc.*, 994 A.2d 430, 442 (Md. 2010)
- *Goines v. Valley Cmty. Servs. Bd.*, 822 F.3d 159, 166 (4th Cir. 2016)
- *Clark Off. Bldg., LLC v. MCM Cap. Partners, LLLP*, 245 A.3d 186, 190 (Md. App. Ct. 2021)

- Md. Cas. Co. v. Blackstone Int'l Ltd., 114 A.3d 676, 688 (Md. 2015)
- State Constr. Corp. v. Slone Assocs., Inc., 385 F. Supp. 3d 449, 464-65 (D. Md. 2019)
- Lake Shore Inv'rs v. Rite Aid Corp., 461 A.2d 725, 730 (Md. App. Ct. 1983), aff'd, 471 A.2d 735 (Md. 1984)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-district-of-maryland/2026/ricky-lee-buckley-et-al-v-r-thomas-bowman-dvm-et-al-4q2j4b8v>