

**UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
NORTH CAROLINA**

Maria Douglas v. Kyle Crisco and CVS Pharmacy, Inc.

Douglas · No. 1:24-cv-00101 · Decided April 27, 2026

SUMMARY

The United States District Court for the Middle District of North Carolina denied Maria Douglas’s motion for reconsideration under Federal Rule of Civil Procedure 59(e). The court held that Douglas had not shown clear error or manifest injustice concerning her tortious-interference claim because she failed to provide sufficient evidence of an underlying contract. The court also declined to reconsider her negligent supervision and retention claim because that claim depended on a viable underlying tort claim.

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA MARIA DOUGLAS, Plaintiff, v. 1:24CV101 KYLE CRISCO and CVS PHARMACY, INC., Defendants. ORDER AND MEMORANDUM OPINION OF UNITED STATES MAGISTRATE JUDGE1 Maria Douglas has sued a pharmacist Docket Entry 48.

As set forth below, and pharmacy alleging, in relevant the Court denies Douglas’s motion. part, that the pharmacist “contacted a pain management medical care I. DISCUSSION provider... and... falsely claimed he had been assaulted by plaintiff’s Rule 59(e) permits a court to amend a ‘husband’, causing the pain judgment for three reasons: “(1) to management facility to end its accommodate an intervening change medical relationship with plaintiff.” in controlling law; (2) to account for Docket Entry 7 ¶ 16.

Douglas therefore new evidence not available at trial; or brought claims of tortious (3) to correct a clear error of law or interference with contract and prevent manifest injustice.” Hill v. negligent supervision and retention Braxton, 277 F.3d 701, 708 (4th Cir. against the defendants. Id. ¶¶ 31–38, 2002).

The movant bears the burden 49–53. The Court eventually granted of showing that reconsideration is summary judgment for the appropriate. See Almy v. Sebelius, defendants on all counts. See Docket 749 F. Supp. 2d 315, 340 (D. Md. Entry 46. 2010), on reconsideration (Oct. 29, 2010), aff’d, 679 F.3d 297 (4th Cir.

The case is now before the Court on 2012). Douglas’s motion for reconsideration, Reconsideration “is an extraordinary remedy that should be applied 1 Based on the consent of the parties, the Court

ordered that all proceedings in this case be conducted by a magistrate judge. Docket Entries 26, 50. sparingly.” *Mayfield v. Nat’l Ass’n for* (1) a valid contract between the Stock Car Auto Racing, Inc., 674 F.3d plaintiff and a third person 369, 378 (4th Cir.

2012). Thus, a which confers upon the plaintiff “prior decision does not qualify for a contractual right against a [clear error] by being just maybe or third person; (2) the defendant probably wrong; it must strike us as knows of the contract; (3) the wrong with the force of a five-week- defendant intentionally old, unrefrigerated dead fish.” *TFWS, induces the third person not to Inc. v. Franchot*, 572 F.3d 186, 194 perform the contract; (4) and in (4th Cir.

2009) (citation modified); doing so acts without accord. *Jackson v. Sprint/United* justification; (5) resulting in *Mgmt. Co.*, 633 F. Supp. 3d 741, 746 actual damage to plaintiff. (D. Md. 2022). *White v. Cross Sales & Eng’g Co.*, 629 Here, Douglas requests S.E.2d 898, 901 (N.C. App. 2006) reconsideration of her tortious (citing *United Labs., Inc. v. inference with contract claim and her Kuykendall*, 370 S.E.2d 375, 387 negligent supervision and retention (N.C.

1988)). claim. Docket Entry 48-1 at 4–9. However, Douglas makes no The Court’s previous order found that argument regarding intervening Douglas had not created a genuine changes in law or new evidence for issued of material fact for any of these either claim.² The Court therefore elements. Docket Entry 46 at 16–19. interprets Douglas as claiming clear Rather than walk through the Court’s error or manifest injustice regarding reasoning again in its entirety, it is both claims. sufficient to show here that no clear error existed as to the first element: A. The Court Made No Clear Error the existence of the contract.

Regarding Douglas’s Tortious Interference with Contract The only evidence that Douglas Claim Because Douglas Did Not produced of a valid contract was Sufficiently Evidence a when, during her deposition, she Contract. testified that she had signed such a contract. See Docket Entry 37-2 at 71. Tortious inference of contract However, Douglas also testified that requires a showing of five elements: she had not given this contract to her lawyer or produced it during 2 Douglas “supplements the record” with discovered evidence’ within the meaning CVS Yelp reviews.

See Docket Entry 48- of Rule 59(e)” because they “were 1 at 3. However, she clarifies that she publicly accessible prior to the Court’s provides this evidence only as “clarifying ruling.” *Id.* and corroborative evidence”; the Yelp reviews “are not offered as ‘newly discovery. *Id.* at 71–72. It was not Here, Douglas did not even take a clearly erroneous for the Court to rule passing shot at the issue.

Douglas’s that no reasonable jury could find for response brief never addressed the Douglas based on this evidence alone. defendants’ argument that Douglas Cf. *Anderson v. Liberty Lobby, Inc.*, produced insufficient evidence to 477 U.S. 242, 248 (1986) (requiring prove the existence of a contract. that “the evidence is such that a Compare Docket Entry 37 at 19 reasonable jury could

return a verdict (briefing in support of the defendant's for the nonmoving party" for a motion for summary judgment) with genuine issue of material fact to exist).

Docket Entry 39 at 15 (Douglas's response). In fact, Douglas implicitly Moreover, even if the Court had acknowledged this when—in an clearly erred on this issue, unauthorized surreply—she cited only reconsideration would not be her complaint to show that she had appropriate because the error would not waived the issue of whether a be harmless. See Fed. R. Civ.

P. 61 ("At contract existed. See Docket Entry 42 every stage of the proceeding, the at 2. court must disregard all errors and defects that do not affect any party's Accordingly, the Court will not substantial rights."); e.g., Klug Bros., reconsider summary judgment on Inc. v. A. Folino Constr., Inc., No. 24- Douglas's tortious interference with 1034, 2025 WL 3654604, at *2 (4th contract claim.

Cir. Dec. 17, 2025) (unpublished) (disregarding a potential error as B. Absent Clear Error on Tortious harmless under Rule 61). Interference, the Court Cannot Reconsider Douglas's Negligent The error would be harmless because Supervision and Retention Douglas waived the issue of whether a Claim. contract existed in her response to the defendants' motion for summary "An essential element of a claim for judgment. "A party waives an negligent retention of an employee is argument... by failing to develop its that the employee committed a argument—even if its brief takes a tortious act resulting in plaintiffs' passing shot at the issue." Grayson O injuries." Waddle v. Sparks, 414 Co. v. Agadir Int'l LLC, 856 F.3d 307, S.E.2d 22, 29 (N.C.

1992); accord. 316 (4th Cir. 2017) (brackets Marshall v. C & S Rail Servs., LLC, omitted); see also Mackall v. United No. 1:19CV986, 2021 WL 1341801, at States Dep't of Def., No. CV RDB-17- *10 (M.D.N.C. Apr. 9, 2021). 0774, 2017 WL 5564665, at *1 (D. Md. Nov. 20, 2017), aff'd, 721 F. App'x 303 After the Court's denial of (4th Cir. 2018) ("By failing to address reconsideration on tortious or oppose an argument, a plaintiff interference, none of Douglas's tort abandons his or her opposition to a claims remain viable.

Thus, the Court defendant's assertion.") cannot grant reconsideration of Douglas's negligent supervision and retention claim. II. CONCLUSION IT IS ORDERED that Douglas's motion for reconsideration, Docket Entry 48, is DENIED. J Ms radon United States Magistrate Judge April 27, 2026 Durham, NC