UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 25-2009

ARNOLD ALCANTAR,

Plaintiff – Appellant,

v.

COSTCO WHOLESALE CORPORATION,

Defendant – Appellee.

Appeal from the United States District Court for the District of Maryland, at Baltimore. Lydia Kay Griggsby, District Judge. (1:20-cv-00664-LKG)

Submitted: July 13, 2026 Decided: August 20, 2026

Before HEYTENS and BERNER, Circuit Judges, and FLOYD, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

ON BRIEF: Paul N. Rouhana, Jason P. Mansmann, SEIGEL & ROUHANA LLC, Timonium, Maryland, for Appellant. James Michael Snyder, Megan Nicole Watson, MCCANDLISH HOLTON, PC, Richmond, Virginia, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Arnold Alcantar sued Costco for negligence, claiming a Costco employee agreed to help lift a heavy grill on Alcantar's three-count but then did not actually do so. Following a one-day bench trial, the district court made partial findings of fact and granted judgment to Costco based on those findings. We affirm.

Alcantar challenges the district court's conclusion that Alcantar did not prove by a preponderance of the evidence that the Costco employee: (1) actually agreed to lift the grill box on Alcantar's count; and (2) then failed to do so. We review such factual findings only for clear error. See, *e.g.*, *Harrell v. DeLuca*, 97 F.4th 180, 189 (4th Cir. 2024). Seeing none here, we affirm the district court's conclusion that Costco did not breach its duty of care to Alcantar.[*]

We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before us and argument would not aid the decisional process. The judgment is

AFFIRMED.

[*] Because the district court committed no reversible error in finding Costco did not breach any duty to Alcantar, we do not resolve Alcantar's remaining arguments on appeal, which challenge the district court's conclusions that: (1) Costco was not equitably estopped from asserting an assumption-of-risk defense; and (2) Costco showed by a preponderance of the evidence that Alcantar assumed the risk here. See, *e.g.*, *Schroyer v. McNeal*, 592 A.2d 1119, 1123 (Md. 1991) (explaining assumption of risk is a defense that bars an otherwise-valid claim).