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Table of Contents

THE SUPREME COURT

Civil Procedure	
Common Law Governmental Immunity	
<i>Mayor & City Council of Baltimore v. Varghese</i>	3
Commercial Law	
Petition to Compel Arbitration	
<i>Lyles v. Santander Consumer USA</i>	5
Real Property	
Rent Escrow Payments	
<i>Wilson v. Tanglewood Venture</i>	7

THE APPELLATE COURT

Constitutional Law	
Motor Vehicle Impoundment and Inventory	
<i>Hicks v. State</i>	9
Criminal Law	
Accomplice Liability	
<i>Scott v. State</i>	11
Extrajudicial Identifications – Due Process	
<i>Leo v. State</i>	14
Real Property	
Interpretation of Restrictive Covenants	
<i>Howard Research & Development Corp. v. IMH Columbia</i>	16

Torts	
Unjust Enrichment and Constructive Contracts – Marriage <i>Wallace v. Hawk</i>	18
ATTORNEY DISCIPLINE	20
JUDICIAL APPOINTMENTS	21
UNREPORTED OPINIONS	22

SUPREME COURT OF MARYLAND

Mayor & City Council of Baltimore v. Sanjeev Varghese, No. 3, September Term 2025, filed December 23, 2025. Opinion by Fader, C.J.
Killough, J., concurs and dissents.

<https://www.courts.state.md.us/data/opinions/coa/2025/3a25.pdf>

COMMON LAW GOVERNMENTAL IMMUNITY – DESIGN DECISIONS

Facts:

In 2005, the City of Baltimore approved and implemented a series of safety and aesthetic changes to a barrier composed of steel cables stretched between bollards along an access road on Pier 5 at Baltimore's Inner Harbor. The changes included painting the cables black for aesthetic purposes. In 2018, Respondent Sanjeev Varghese was injured when he rode his bike up two stairs and into the steel cable. In an ensuing negligence lawsuit he filed against Petitioner Mayor & City Council of Baltimore, Mr. Varghese alleged that "the condition" of the barrier created a hazard that the City failed to remediate. In dispositive motions, the City argued that it enjoyed common law governmental immunity, among other things. The Circuit Court for Baltimore City disagreed and allowed the case to go to a jury. At trial, a representative of the City testified that the barrier served as a traffic control device on the access road to prevent vehicles from veering off into pedestrians or into the Inner Harbor. He also testified that he did not believe the area where the accident occurred was defective. Mr. Varghese's expert testified that the barrier is an "inherently dangerous and hazardous condition" and suggested that, to properly "maintain" the area, the City should remove the barrier or at least paint it a brighter color. The jury found the City negligent and awarded damages. The Appellate Court of Maryland affirmed.

Held:

Reversed and remanded to the Appellate Court with instructions to remand to the circuit court for entry of judgment in favor of the Mayor & City Council of Baltimore.

Maryland courts have long recognized that counties and the City of Baltimore enjoy “governmental” immunity for tortious conduct that occurred in the exercise of a “governmental” rather than a “proprietary” function. A governmental function is one in the performance of a purely governmental duty which had been imposed upon the municipality as a governmental or public agency by legislative enactment. Where an act is discretionary, the purpose of immunity is to prevent judicial “second-guessing” of legislative and administrative decisions grounded in social, economic, and political policy through the medium of an action in tort. A proprietary act, on the other hand, is an imperative act, not discretionary, legislative, nor judicial, related to the local or special interests of the municipality. Proprietary acts include maintaining public roadways and sidewalks.

The Court applied those immunity principles and relied on *Mayor & City Council of City of Cumberland v. Turney*, 177 Md. 297 (1939), to highlight immunity for discretionary governmental design decisions. There, the Court held that a municipality was immune from a tort action on a purportedly dangerous street because the street design and material selection issues were matters committed to the judgment and discretion of the municipality.

After reviewing similar federal caselaw, the Court restated and applied the rule from *Turney*: “a municipality is not liable for an injury resulting from an error of judgment, unaffected by negligence, in the formulation and adoption of plans for the construction or improvement of a highway, unless the condition which caused the injury is so obviously dangerous that there could be no room for difference in the minds of [people] of ordinary judgment and intelligence as to its dangerous character.” *Id.* at 314.

Because Mr. Varghese took issue exclusively with a design decision of the City and did not identify any negligent failure to maintain an otherwise functioning barrier, the Court held that the City was immune. Recasting a design decision as a “failure to maintain” the barrier did not alter the scope of the City’s immunity. In other words, labeling the barrier itself as a hazard did not control the character of the claim—the evidence at trial did not identify any way in which the barrier was in disrepair or in need of maintenance to function exactly as it was intended to function. Mr. Varghese’s claim was based on the design of the barrier, not its maintenance. The City’s discretionary design decisions concerning the erection of a barrier was a governmental function for which the City had governmental immunity.

Jabari Morese Lyles v. Santander Consumer USA Inc., No. 2, September Term 2025, filed November 25, 2025. Opinion by Gould, J.

<https://www.courts.state.md.us/data/opinions/coa/2025/2a25.pdf>

PETITION TO COMPEL ARBITRATION – ROLE OF THE COURT

CONTRACT INTERPRETATION – MULTIPLE INSTRUMENTS – ASSIGNMENT OF CONTRACT

Facts:

On October 20, 2015, Jabari Morese Lyles purchased a Ford Escape truck from Deer Automotive Group, LLC. The transaction was memorialized in two signed contracts: (1) a purchase order for the truck (“Order”) and (2) a Retail Installment Sale Contract (“RISC”). The Order noted that “any controversy, claim or dispute arising out of or relating to the purchase or the financing of this vehicle” was to “be settled by binding arbitration, pursuant to the separate Agreement to Arbitrate Disputes.” The RISC contained an integration clause but no arbitration provision. Deer Auto assigned its rights in the RISC to Santander Consumer USA Inc.

On January 11, 2021, Mr. Lyles filed a putative class action complaint in the Circuit Court for Baltimore City, alleging that Santander violated statutory and contractual obligations as outlined in Maryland’s Credit Grantor Closed End Credit Provisions, MD. CODE ANN., COM. LAW § 12-1001 et seq. (2023). Specifically, Mr. Lyles contended that Santander breached its RISC with Mr. Lyles and with the other members of the putative class by improperly charging and receiving convenience fees for the payments made on its loans. Santander moved to compel arbitration. At that time, Deer Auto was no longer in business. Santander supported its motion with an affidavit from Deer Auto’s former attorney, and Mr. Lyles supported his opposition with a sworn declaration from the same attorney. The attorney acknowledged that he had no personal knowledge of Mr. Lyles’s purchase of the truck. The attorney did say, however, that he “drafted and/or reviewed the arbitration agreement to be signed by customers as part of all vehicle transactions[.]” The attorney further explained that Deer Auto’s records were unavailable, but he authenticated a copy of an arbitration agreement with another customer as evidence of the agreement that Deer Auto had used at the time it contracted with Mr. Lyles. Mr. Lyles opposed the motion and countered that he never signed an arbitration agreement, was never presented with the Separate Arbitration Agreement referenced in the Order, and never reviewed any such document. Mr. Lyles also argued that, even if he had agreed to arbitrate disputes with Deer Auto, the arbitration agreement was not assigned to Santander.

At a hearing on Santander’s motion, the circuit court concluded that: (1) the Order included a binding agreement to arbitrate; (2) because the Order and RISC memorialized a single transaction, they needed to be construed as one contract; and (3) the integration clause in the

RISC did not render the arbitration agreement unenforceable. As a result, the court granted the motion to compel arbitration.

Mr. Lyles timely appealed and advanced the same arguments in the Appellate Court of Maryland, which affirmed the circuit court in a reported opinion. *Lyles v. Santander Consumer USA Inc.*, 263 Md. App. 583 (2024). The court concluded that Mr. Lyles's "failure to sign or receive the Separate Arbitration Agreement does not make the arbitration provision unenforceable[,"] holding that Mr. Lyles was "presumed to know the contents" of the incorporated agreement, despite never having been shown its terms. *Id.* at 606-07. The court also determined that the absence of specific arbitration details did not defeat the agreement to arbitrate, as such gaps could be filled by the Maryland Uniform Arbitration Act. *Id.* at 604. The court further held that "the Buyer's Order and RISC should be interpreted together as part of a single transaction, and the assignee [Santander] obtained all the rights of the assignor [Deer Auto], including the right to compel arbitration." *Id.* at 612.

The Supreme Court of Maryland granted Mr. Lyles's petition for a writ of certiorari. *Lyles v. Santander Consumer USA Inc.*, 490 Md. 81 (2025).

Held: Reversed and Remanded.

The Supreme Court of Maryland determined that, when faced with a petition to compel arbitration under section 3-207 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, the circuit court's role is limited to determining, without a jury, whether an arbitration agreement for the specific dispute exists.

The Supreme Court of Maryland stated that when parties document their binding agreement across multiple instruments, courts will reconcile and enforce the provisions of each instrument as much as possible. The Supreme Court of Maryland held that, although two instruments can, in certain instances, be read together as a single contract, an assignment of one instrument does not automatically assign the other. The outcome depends on the specific language used in the assignment clause. In this case, the language in the assignment clause did not assign the Order, thus Santander could not avail itself of the Order's arbitration provision.

Gary Wilson v. Tanglewood Venture, LP, No. 20, September Term 2025, filed November 24, 2025. Opinion by Gould, J.

Watts, J., joins in majority opinion with explanation.
Fader, C.J., concurs.

<https://www.courts.state.md.us/data/opinions/coa/2025/20a25.pdf>

LANDLORD – TENANT ACTIONS – RENT ESCROW PAYMENTS – UNLICENSED PROPERTY – MOOTNESS DOCTRINE

LANDLORD-TENANT ACTIONS – RENT ESCROW PAYMENTS – UNLICENSED PROPERTY – EXCEPTIONS TO THE MOOTNESS DOCTRINE

Facts:

Tanglewood Venture, LP (“Landlord”) owns a multi-family residential property in the Town of Riverdale Park in Prince George’s County. In January 2022, the Town of Riverdale Park declined to renew the property’s rental license, due to various housing code violations.

Gary Wilson and Vanessa Gross (together, “Tenants”) rented and lived in separate units at the property. In July 2023, while the property was still unlicensed, Tenants—along with twenty other tenants—filed rent escrow complaints in the District Court of Maryland in Prince George’s County. The complaints alleged that the property posed threats to Tenants’ life, health, and safety resulting from issues such as roaches, rodents, water damage, broken doors, inconsistent hot water, broken elevators, mold, water intrusions, collapsed ceilings, fire hazards, and lack of air conditioning. Tenants sought, among other things, a return of all rents paid during the unlicensed period and an order requiring Landlord to repair the conditions.

The District Court ruled that Tenants did not need to pay rent that accrued on or before August 2023 but had to begin paying rent into escrow in September 2023. Tenants declined to comply with the court’s order and paid no rent into escrow. In November 2023, the District Court dismissed their complaints for failure to fund the escrow accounts. Tenants timely appealed to the circuit court. Before the appeal was heard, Ms. Gross relinquished possession of her unit.

The circuit court dismissed the appeal as moot because Tenants had not placed any money into escrow and Landlord, which disclaimed any intention of seeking rent attributable to the unlicensed period, was not requesting that they do so. Thus, the court did not decide whether a tenant of an unlicensed unit must pay rent into escrow under the rent escrow statute. After the circuit court’s dismissal, Mr. Wilson relinquished possession of his unit, effective May 31, 2025.

The Supreme Court of Maryland granted Tenants’ petition for certiorari. *Wilson v. Tanglewood Venture, LP*, 490 Md. 631 (2025).

Held: Dismissed.

The Supreme Court of Maryland dismissed the appeal after finding that no live controversy remained between the parties. By the time the appeal reached the Supreme Court, Tenants had relinquished possession of their rental units, and the landlord had obtained the license for the property and disclaimed any intent to collect rent attributable to the unlicensed period.

The Supreme Court of Maryland held that the capable of repetition, yet evading review exception to the mootness doctrine does not apply to a rent escrow complaint.

The Supreme Court of Maryland also held that the public interest exception does not apply to a rent escrow question where, during the pendency of the litigation, the General Assembly had substantially revised the rent escrow statute and altered landlord-tenant law in related respects. These statutory changes rendered the case an unsuitable vehicle for applying the public interest exception to the mootness doctrine.

The Supreme Court of Maryland also found that there were no collateral consequences flowing from the dismissal of Tenants' rent escrow actions that would prevent a finding of mootness. The record reflected that dismissal of the appeal would not expose Tenants to liability for unpaid rent or other adverse consequences, as no judgment had been entered against them by either the District Court or the circuit court.

APPELLATE COURT OF MARYLAND

Daquwan Hicks v. State of Maryland, No. 2397, September Term 2023, filed December 17, 2025. Opinion by Tang, J.

<https://www.mdcourts.gov/data/opinions/cosa/2025/2397s23.pdf>

SEARCH, SEIZURE, AND ARREST – SEARCHES AND SEIZURES IN GENERAL – GROUND AND SCOPE – PARTICULAR CASES AND CONTEXTS – MOTOR VEHICLES – IMPOUNDMENT AND INVENTORY – PARTICULAR CASES IN GENERAL

Facts:

A Baltimore City detective initiated a traffic stop on a vehicle driven by the appellant, the sole occupant. The detective discovered that the appellant's license was suspended, and he towed the vehicle. The detective did not arrest the appellant, and there was no evidence that the vehicle contained evidence of a crime.

The detective conducted an inventory search of the vehicle and found a firearm and narcotics. As a result, he charged the appellant with various offenses related to possession of narcotics and a firearm in the vehicle.

The appellant moved to suppress this evidence, arguing that the detective unlawfully seized the car under the inventory search exception to the warrant requirement; the appellant did not challenge the traffic stop or the subsequent search of the vehicle.

At the suppression hearing, the detective testified that he towed the car because the Baltimore City Police Department's tow policy authorized him to do so in his discretion when the driver commits an "arrestable offense." He also testified that he towed the vehicle to teach the appellant a lesson not to drive on a suspended license.

The circuit court denied the motion to suppress, relying on the detective's understanding of the department's tow policy. The court explained that nothing prohibits the exercise of police discretion so long as that discretion is exercised according to standard criteria and based on something other than suspicion of evidence of criminal activity

Held: Reversed and remanded

The Appellate Court of Maryland held that the court erred in denying the appellant's motion to suppress. There are two requirements of the inventory search exception to the warrant requirement: 1) that the vehicle be lawfully in police custody and 2) that the inventory be done pursuant to standard police procedure. *State v. Paynter*, 234 Md. App. 252, 269 (2017). The sole issue in this case is whether the police lawfully seized the vehicle under the first requirement.

The first requirement implicates whether the decision to impound the vehicle was reasonable in furtherance of community caretaking functions. The reasonableness of the vehicle's seizure requires an evaluation of the totality of the circumstances. A standard police procedure is not required to justify impoundment under the first requirement. To the extent a vehicle is impounded pursuant to a police procedure, the existence of and adherence to standardized criteria may be considered as a factor in assessing the reasonableness of a caretaking impoundment. The impoundment must still be justified by a community caretaking rationale.

The only evidence regarding the Baltimore City Police Department's protocol for authorizing tows was the detective's understanding that an officer is authorized, in his discretion, to impound a vehicle when the driver commits an "arrestable offense." There was no evidence that the protocol limited officer discretion in deciding whether to impound a vehicle or leave it at the scene. The lack of constraints on an officer's exercise of discretion on the decision to tow is a factor that undermines the reasonableness of the impoundment.

Even if the protocol adequately restricted an officer's discretion and that the detective followed it, that does not settle the issue of whether the vehicle's impoundment was reasonable under the Fourth Amendment. The impoundment must still be justified by a community caretaking rationale.

The impoundment did not serve a community caretaking function (i.e., to prevent it from impeding traffic or threatening public safety and convenience). Instead, the detective admitted that he impounded the vehicle not for a caretaking purpose, but to teach the appellant a lesson and deter him from driving on a suspended license. Accordingly, the car was not in lawful police custody when it was searched, and the impoundment of the vehicle was unreasonable under the Fourth Amendment.

Ashlee Nicole Scott v. State of Maryland, No. 853, September Term 2024, filed December 17, 2025. Opinion by Lazerow, J.

<https://www.mdcourts.gov/data/opinions/cosa/2025/0853s24.pdf>

CRIMINAL LAW – SUFFICIENCY OF THE EVIDENCE – ACCOMPLICE LIABILITY – CONSTRUCTIVE POSSESSION – HEARSAY

Facts:

A jury sitting in the Circuit Court for Wicomico County convicted Ashlee Nicole Scott (the “Appellant”) of twenty-three counts stemming from her involvement in an August 2023 assault, robbery, and shooting in Salisbury, Maryland. The State’s theory was that Appellant was culpable as an accomplice for twenty of those counts. The jury also convicted Appellant of conspiracy to commit robbery and two counts of possession of a firearm by a prohibited person under a theory of constructive possession.

Appellant, along with three other housemates, constructed a plan to rob a group of men at a nearby residence in Salisbury, Maryland. The plan included asking another housemate, Ashley White, to lure the men outside so that the housemates could “take care of the rest.” Appellant and two housemates approached the residence, where two other housemates joined them shortly thereafter. The group then initiated a physical altercation and demanded cash from the group of men. When one of the victims broke free from one of the housemates, another housemate shot the victim in the back of the neck and took 300 dollars from his wallet.

After the shooting, White testified that she saw the group running between the houses and in alleys towards their shared residence. When White returned home, she overheard conversations between the housemates. Specifically, White heard Appellant state that the group did not get enough money from the group of men. White also heard Appellant discuss the firearm’s whereabouts and the need to move it from the couch cushion to the alleyway outside of their residence.

A detective testified that during his interview with one of Appellant’s housemates, the detective directed his colleague to the alley outside the accomplice’s home. Trial counsel objected to this evidence on hearsay and Confrontation Clause grounds. In denying trial counsel’s objections, the trial court allowed the detective to testify that he “told [his colleague] to go to the alleyway behind 322 Naylor Street and look for a possible firearm located in a black tee shirt.”

At trial, over Appellant’s objection, the trial court instructed the jury on accomplice liability. Appellant requested a “*Mumford* instruction,” which instructs the jury, in felony murder cases, that they must find a causal connection between the felony and the killing, and that if the killing was independent and not in furtherance of the felony, the defendant cannot be held liable for that killing. The trial court declined to give this instruction.

Held: Affirmed.

The Appellate Court of Maryland considered three primary issues on appeal. First, the Court considered whether the evidence was sufficient to sustain convictions under a theory of accomplice liability.

The Court analyzed both forms of accomplice liability: (i) responsibility for the principal offense, and (ii) responsibility for other criminal acts incidental to the commission of the principal offense and held that the evidence was sufficient to support both forms. The Court determined that the evidence was sufficient to establish that Appellant was a principal in the second degree to the robbery—and was thus responsible for the principal offense—where Appellant (i) aided, counseled, commanded, and encouraged the commission of a robbery by instructing her housemate to lure the victims outside of a home, and then replacing her housemate with another housemate when the first housemate refused to participate; and (ii) was actually present when the robbery was committed.

The Court then employed the reasoning in *Sheppard v. State*, 312 Md. 118 (1988), and held that the evidence was sufficient to establish that the shooting and assaults perpetrated during the robbery were done in furtherance of the commission of the robbery or the escape therefrom.

Relatedly, the Court considered whether the trial court erred in instructing the jury on accomplice liability. In holding that the trial court correctly instructed the jury, the Court rejected Appellant's contention that an instruction under *Mumford v. State*, 19 Md. App. 640 (1974) was appropriate in this accomplice liability case. The Court determined that there was good reason not to graft felony-murder principles onto the accomplice-liability landscape, outlining the differences between the doctrines.

Second, the Court considered whether there was sufficient evidence to sustain two convictions for possession of a firearm by a prohibited person under a theory of constructive possession. The Court applied the factors set forth in *Folk v. State*, 11 Md. App. 508, 518 (1971) and held that the evidence supported Appellant's conviction for possession of a firearm under a theory of constructive possession where Appellant (i) was in close proximity to the firearm, (ii) had knowledge of the firearm, (iii) had a possessory right in the premises behind which the firearm was found, and (iv) participated with others in the mutual use and enjoyment of the firearm. Because each factor weighed against Appellant, the Court held that the evidence supported Appellant's firearm convictions under a theory of constructive possession.

Third, the Court considered whether the trial court violated Appellant's confrontation rights by admitting a statement from the lead detective, made during his interview of an accomplice, in which he instructed another detective to look in the alley near Appellant's home for a firearm. The Court distinguished *Zemo v. State*, 101 Md. App. 303 (1994), concluding that the detective's testimony was a single statement, rather than a sustained line of questioning with no legitimate

purpose. The Court also concluded that the statement was not offered to prove the truth of the matter asserted, but instead was offered to explain briefly the steps law enforcement took during its investigation. Because the statement was non-hearsay, the Court held that Confrontation Clause principles were not implicated.

Reginald Lincoln Leo, Jr. v. State of Maryland, No. 2506, September Term 2023, filed December 18, 2025. Opinion by Graeff, J.

<https://www.mdcourts.gov/data/opinions/cosa/2025/2506s23.pdf>

CRIMINAL LAW – DUE PROCESS PROTECTIONS FOR EXTRAJUDICIAL IDENTIFICATIONS

Facts:

A jury in the Circuit Court for Washington County convicted Reginald Lincoln Leo, Jr., appellant, of armed carjacking, two counts of first-degree assault, two counts of armed robbery, two counts of reckless endangerment, car theft, two counts of theft under \$1,000, and use of a firearm in the commission of a crime of violence.

During the police investigation, officers used a photo array that included a photo of appellant and five filler photos. Appellant's photo contained a minor difference in the background that was noticeable only on a close look. One of the victims who was shown the array identified appellant as his assailant with 85 percent certainty. On the day the trial was scheduled to begin, the victim was present in the courtroom both as a victim and a testifying witness. After appellant entered the courtroom, the victim told the State: “[T]hat's him, that's ... the guy who carjacked us.” The trial was ultimately rescheduled for a later date, where the victim made an in-court identification.

Appellant appealed, arguing that (1) the photo array was impermissibly suggestive, (2) the victim's in-court identification was impermissibly suggestive, and (3) the evidence was insufficient to support his weapons convictions.

Held: Affirmed.

Due process protects the accused against the introduction of evidence of, or tainted by, unreliable pretrial identifications obtained through unnecessarily suggestive procedures. When appellant's photo in the photo array included a minor difference in the background that was noticeable only on a close look, his photo did not “stand out” or “differ significantly” from the others in the group in a way that rendered the photo array impermissibly suggestive. Under the totality of the circumstances, the circuit court did not err in finding that appellant did not meet his burden of proving that the photo identification procedure was impermissibly suggestive.

With respect to the identification after the courtroom proceeding, this was not a police arranged identification procedure. Although due process concerns regarding extrajudicial identifications typically involve police conduct, similar concerns could arise from an unnecessarily suggestive identification procedure arranged by a prosecutor. In this case, however, where the witness's viewing of appellant in the courtroom was not for purposes of an identification, but for trial,

which was then continued on defense counsel's motion, the State did not engage in improper conduct, and the circuit court properly found that the identification was not based on an impermissibly suggestive identification procedure.

The Howard Research & Development Corporation v. IMH Columbia, LLC, No. 752, September Term 2024, filed December 19, 2025. Opinion by Eyler, J., J.

<https://www.mdcourts.gov/data/opinions/cosa/2025/0752s24.pdf>

REAL PROPERTY – INTERPRETATION OF RESTRICTIVE COVENANTS

Facts:

IMH Columbia, LLC (“IMH”), appellee, filed suit against The Howard Research & Development Corporation (“HRD”), appellant, seeking declaratory relief and asserting claims for detrimental reliance and for breach of restrictive covenants encumbering a lot in the Columbia Town Center that IMH sought to develop (“the Property”). HRD is the entity charged with enforcing those covenants, along with an architectural review committee (“ARC”) created by the covenants. After IMH commenced the first phase of its development, HRD notified it that it was rejecting the second phase proposal in its “sole and absolute discretion” under the covenants because the proposal included residential uses and on-site parking.

The circuit court made preliminary rulings interpreting the covenants and the remaining factual disputes were tried to a jury, which returned a verdict in favor of IMH on all counts, including alternative theories that HRD breached the covenants and that the covenants were obsolete and unenforceable, and awarded IMH nearly \$17 million in damages.

Held:

Where the language of the instrument containing a restrictive covenant is unambiguous, a court should simply give effect to that language. Subsections (a) and (c) of the Parking Covenants unambiguously required HRD’s consent for on-site parking, but did not require HRD’s consent for a change in use that increased the need for parking so long as that additional parking would not be situated in common parking areas located on HRD’s property. Because the jury found that HRD consented to onsite parking and that IMH’s proposal did not increase the need for common parking areas – verdicts not challenged by HRD on appeal – and because the trial court made an unchallenged preliminary ruling that ARC, not HRD, was the entity that could approve or reject the change to residential use, HRD breached the covenants by rejecting IMH’s proposal because it was not empowered to do so. As a result of our holding, the jury’s verdicts that certain restrictive covenants are obsolete and unenforceable are immaterial to the outcome of the appeal, the second phase owing to rising interest rates in the interim. Both sets of damages were present damages, not future damages, and both were established with reasonable certainty.

Compensatory Damages- Double Recovery Prohibited

It is well-established that a plaintiff may not doubly recover the same damages under different legal theories that arise from the same basic facts. The damages awarded by the jury were not duplicative. IMH was entitled to recover its lost return on investment for the period between the rejection of the second phase of its development until the time of trial, which was premised upon an expected rate of return based upon a similar mixed-use development in the area. It also was entitled to recover the increased cost to finance the second phase owing to rising interest rates in the interim. Both sets of damages were present damages, not future damages. Both were established with reasonable certainty.

Angela Wallace v. Evert R. Hawk, II, No. 230, September Term 2024, filed December 18, 2025. Opinion by Tang, J.

<https://www.mdcourts.gov/data/opinions/cosa/2025/0230s24.pdf>

MARRIAGE AND COHABITATION – PARTICULAR CASES AND AGREEMENTS – RIGHT OF ACTION – EFFECT OF STATUTE

UNJUST ENRICHMENT AND CONSTRUCTIVE CONTRACTS – NATURE AND GROUNDS OF LIABILITY – RESTITUTION AND DISGORGEMENT

Facts:

Angela Wallace (“Angela”) and Evert Hawk, II (“Evert”) began dating in January 2016. They discussed an exclusive relationship, combining families, and eventually marrying. They agreed to purchase a home together, sharing the down payment, mortgage payments, and other household expenses equally. Evert, who acted as Angela’s real estate agent, agreed to waive his commission on the home purchase. Angela purchased the house, funding the down payment herself. Evert delayed moving in and initially did not contribute to the expenses. He later moved in and began paying half of the mortgage and utility bills but never paid his share of the down payment. Their planned wedding did not take place, and by April 2019, Angela discovered that Evert was involved with another woman, leading her to end their relationship. Subsequently, Angela learned that Evert had in fact earned a commission on the purchase of the house which was paid by the sellers. She also discovered that Evert had simultaneous, overlapping relationships with other women, including one with whom he had a similar arrangement—serving as her real estate agent in the purchase and sale of her home and receiving commissions.

Angela filed a lawsuit in the Circuit Court for Anne Arundel County against Evert, in which she asserted three counts at issue: fraud, breach of fiduciary duty, and unjust enrichment. The court granted summary judgment in Evert’s favor on the unjust enrichment count. Although the order did not provide a reason for granting the motion, the record indicated that the court granted the motion because Angela did not pay the commission and would thus not be entitled to it even if the jury found that Evert was unjustly enriched.

The case proceeded to a jury trial on the claims of fraud and breach of fiduciary duty. Upon Evert’s motion for judgment after Angela’s case, the court dismissed these claims on the basis that they were barred by FL § 3-102(a) and *Miller v. Ratner*, 114 Md. App. 18 (1997), which interpreted the statute. The statute provides:

Unless the individual is pregnant, an individual: (1) has no cause of action for breach of promise to marry; and (2) may not bring an action for breach of promise to marry regardless of where the cause of action arose.

Evert argued, and the court agreed, that the statute barred Angela's fraud and breach of fiduciary duty claims because they were impermissibly based on a promise of marriage; her claims arose from an exclusive, monogamous relationship with the expectation of marriage.

Held: Vacated and remanded

The Appellate Court held that the circuit court erred in granting judgment in Evert's favor and dismissing Angela's fraud and breach of fiduciary duty claims. This is because the evidence presented at trial in Angela's case, viewed in the light most favorable to her, demonstrated that her claims of fraud and breach of fiduciary duty were not based on a broken promise to marry. Instead, both claims arose from Evert deceiving Angela into buying a house on the premise that they were in a long-term, monogamous relationship, they would combine families and live together, and Evert would contribute half of the down payment for the home and share household expenses.

The Appellate Court also held that the circuit court erred in granting summary judgment in Evert's favor on the unjust enrichment claim. To sustain a claim based upon unjust enrichment, the plaintiff must establish, among other things, a benefit conferred upon the defendant by the plaintiff. It is not required that a benefit conferred in an unjust enrichment action come necessarily and directly to the defendant from the plaintiff's own resources.

If unjust enrichment is proven, the defendant is subject to liability in restitution. A defendant's fraud and breach of fiduciary duty, even if it did not result in the appropriation of the plaintiff's property, may still entitle the plaintiff to restitution. If the jury determines that Evert was unjustly enriched, it could award Angela damages equal to the amount of the commission, even if she did not suffer any economic loss.

ATTORNEY DISCIPLINE

DISBARMENTS/SUSPENSIONS/INACTIVE STATUS

By an Order of the Supreme Court of Maryland dated December 8, 2025, the following attorney has been placed on disability inactive status by consent:

DAWN SUNSHINE VELTMAN

*

By an Order of the Supreme Court of Maryland dated December 18, 2025, the following attorney has been immediately suspended:

GREGORY WAYNE JONES

*

By an Order of the Supreme Court of Maryland dated October 23, 2025, the following attorney has been suspended for 30 days by consent, effective December 21, 2025:

BRENAN MICHAEL O'BRIEN

*

JUDICIAL APPOINTMENTS

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On December 5, 2025, the Governor announced the elevation of **HON. SIDNEY A. BUTCHER** to the Circuit Court for Anne Arundel County. Judge Butcher was sworn in on December 12, 2025, and fills the vacancy created by the retirement of the Hon. J. Michael Wachs.

*

On November 19, 2025, the Governor announced the appointment of **MICHAEL W. FARLOW** to the District Court for Worcester County. Judge Farlow was sworn in on December 19, 2025, and fills the vacancy created by the retirement of the Hon. Gerald V. Purnell.

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On December 5, 2025, the Governor announced the appointment of **NOELLE WINDER NEWMAN** to the District Court for Baltimore City. Judge Newman was sworn in on December 29, 2025, and fills the vacancy created by the elevation of the Hon. Catherine Chen to the Circuit Court for Baltimore City.

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UNREPORTED OPINIONS

The full text of Appellate Court unreported opinions can be found online:

<https://mdcourts.gov/appellate/unreportedopinions>

	<i>Case No.</i>	<i>Decided</i>
<u>A</u>		
A.M., Kelvin v. State	0864 *	December 3, 2025
A.R. v. C.R.	0373	December 8, 2025
Ahmed, Sayeemah S. v. Brown	0918	December 11, 2025
Alvez, Edward Kenneth v. State	1704 *	December 12, 2025
<u>B</u>		
Boskent, Amanda L. v. Belvedere Condo.	1270 *	December 5, 2025
Boyd, David v. State	0183 *	December 8, 2025
Boyd, Steven Jeory, Jr. v. State	0964 **	December 2, 2025
Bramble, Bencito Orandey Niyai v. State	0112 *	December 11, 2025
Branch, Gregory v. Dept. of Health	1620 *	December 22, 2025
Brinegar, Billy Joe v. State	0590	December 4, 2025
Brogdon, Ronald Stephon v. State	0566 *	December 8, 2025
Brown, Nathan v. State	0620 *	December 19, 2025
<u>C</u>		
Calles, Santiago Elvir v. State	0469 *	December 19, 2025
Campbell, Robert v. Campbell	0053	December 26, 2025
Chase, Rodney Leroy v. State	0155 *	December 23, 2025
Clarita, Raygan Martinez v. State	2037 *	December 9, 2025
Classen, John B. v. Eney	1019 *	December 30, 2025
Coaxum, Latesha v. Ward	2400 *	December 31, 2025
Cody, Raeshaun D. v. State	1853 *	December 12, 2025
Corenic Construction Grp. v. Single Point Construction	2284 **	December 5, 2025
<u>D</u>		
Darien, Lydell Francis v. State	1607 *	December 26, 2025
Davidson, Austin Jacob Allen v. State	1078 **	December 22, 2025
Dell, Mary Lou v. Clarke	1862 *	December 2, 2025

Denson, Marion v. Springwood Hospitality	1264 **	December 17, 2025
Dupree, James Ricky v. State	1542 *	December 3, 2025
Duree, Kaycee v. Gizzo	0834	December 15, 2025
<u>E</u>		
Emordi, Bridget v. Sobo	2254 *	December 3, 2025
<u>F</u>		
Fitchett, Brian Nigel v. State	0051 *	December 23, 2025
FLB Construction v. K&D Home Improvement	0178 *	December 22, 2025
<u>G</u>		
Garrett, Aaron Bruce v. State	0149 *	December 22, 2025
Glascoe, Victor Antonio v. State	2408 *	December 31, 2025
Grice, Joshua v. State	1570 **	December 19, 2025
<u>H</u>		
Haer, Zachary Ryan v. State	1619 *	December 11, 2025
Hatman, Walter Thomas, III v. State	1550 *	December 4, 2025
Holder, Justin K. v. Estes	1502 *	December 18, 2025
Holly, Michael v. Wright Properties	0317	December 3, 2025
<u>I</u>		
In re: Bh.P., Bya.P., & Ba.P.	0212	December 23, 2025
In re: K.B.	0765	December 23, 2025
In re: K.B., M.B., & L.R.	0475	December 4, 2025
In re: L.P.	0617	December 9, 2025
In re: T.D.	0933	December 19, 2025
In re: T.D.	2525 *	December 19, 2025
In the Matter of Ali, De'Markie	0319	December 31, 2025
In the Matter of Blomquist, Jefferson	1779 *	December 26, 2025
In the Matter of Doy-Scott, Vickie	2451 *	December 3, 2025
In the Matter of Falls Road Comm. Ass'n.	1520 *	December 17, 2025
In the Matter of McCrary, Athena	0397	December 26, 2025
In the Matter of Pollard, Charles	0243 *	December 17, 2025
In the Matter of Waller, Latonya	2423 *	December 12, 2025
<u>J</u>		
Jackson, Franklin v. Md. Tax Court	1020 *	December 8, 2025
Jacobs, Jacqueline Shernette v. State	1420 *	December 26, 2025
Jarmon, Antonio Lavon v. State	1310 *	December 5, 2025

Jenkins, Melissa M. v. James	0577	December 15, 2025
Johnson, Anthony v. State	0329	December 4, 2025
Johnson, Daniel Lamont v. State	1158 *	December 30, 2025
Johnson, Derrick v. State	2280 *	December 3, 2025
 <u>K</u>		
Keeton, Roger v. Darcars of Branch Ave.	1432 *	December 31, 2025
Kendrick, Karin Marie v. Clarke	2508 *	December 3, 2025
 <u>L</u>		
Laios, Edward T. v. MTM Builder Developer	0885 *	December 17, 2025
Latshaw, Scott v. Latshaw	1047 *	December 5, 2025
 <u>M</u>		
Mackinnon, Tieren v. Root Insurance	0500	December 2, 2025
Martin, Ashleigh v. GEICO Casualty Company	0603 *	December 17, 2025
Mays, Simone Ann v. Mays	0114	December 23, 2025
Mendoza, Francisca v. Austin	1589 **	December 4, 2025
Michael, Paul James v. State	1025 *	December 8, 2025
Miles, Jody Lee v. State	0077	December 3, 2025
Miller, Tayvon v. State	1428 *	December 3, 2025
Moore, Derrick D. v. State	1713 *	December 3, 2025
Moss, Keith v. Moss	0499	December 9, 2025
Muniz, Anthony Michael v. State	0425	December 31, 2025
 <u>N</u>		
Neal-Williams, Rodjaun Orlando v. State	0406	December 31, 2025
 <u>O</u>		
Otto, Christian v. UPMC W. Md. Corp.	1596 *	December 11, 2025
Ousmanou, Yakoubou v. Roukayatou	0046	December 26, 2025
 <u>P</u>		
Parker, William v. State	0497 *	December 30, 2025
Patten, De Shawn Anthony v. Dhukoo	0572	December 4, 2025
Pham, Xuan Hyun v. Get R Done General Hauling	1856 *	December 5, 2025
Phillips, Jamel v. State	0403 **	December 23, 2025
Piney Narrows Yacht Haven v. Corson	0967 *	December 23, 2025
Pomeranz, Jonathan v. Motor Vehicle Admin.	1782 *	December 17, 2025
Press, Walter v. Church	0663	December 19, 2025
Press, Walter v. Church	0820	December 19, 2025

<u>R</u>			
Red, Sarah v. Shaffer	0950	December 2, 2025	
Robinson, Nykhi Jmani v. State	0132 *	December 17, 2025	
Rucker, Ahmed R. v. State	0842 *	December 5, 2025	
<u>S</u>			
Scaggs, Alan W. v. Brown	1914 *	December 9, 2025	
Scherer, Mark v. Cunningham	1272 *	December 11, 2025	
Scott, Tavon v. State	1739 **	December 11, 2025	
Sewell, Starsha v. Prince George's Cnty. Police Dept.	0340	December 31, 2025	
Sharpe, Showna v. Creighton	0134	December 3, 2025	
Showell, Crystal J. v. Verizon Wireless	0117	December 31, 2025	
Simmonds, Theresa M. v. Armstrong	2059 **	December 19, 2025	
Simms, Deontae Jayron v. State	1900 *	December 12, 2025	
Simms, Donte Z. v. State	1647 *	December 12, 2025	
Smith, Alonzo J. v. State	2358 **	December 22, 2025	
Smith, Wayde Andrew, Jr. v. State	1773 *	December 3, 2025	
Spence, Kanisha v. State	2462 **	December 30, 2025	
<u>T</u>			
Tarpley, Anthony v. State	0187	December 26, 2025	
Trippett, Joshua v. State	0946 *	December 12, 2025	
Trye, Shauntee Curry v. Trye	0874	December 12, 2025	
Turner, Demari K. v. State	0618 *	December 23, 2025	
Tyler, Kimberly Lynette v. State	0304 *	December 8, 2025	
<u>W</u>			
Watkins, Gary v. State	0342 *	December 2, 2025	
Westmoreland, Antonio v. State	0789 *	December 23, 2025	
Williams, Antoinette v. LOGS Legal Group	0246 *	December 26, 2025	
<u>Y</u>			
Yarbrough, Duane Jamar v. State	0402	December 4, 2025	
<u>Z</u>			
Zajac, Alexander v. Prop. Tax Assessment Appeals Bd.	1130 *	December 8, 2025	