Circuit Court for Montgomery County
Case No. 457122V

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 125

September Term, 2019

ANTHONY J. THOMPSON, SR.

v.

KENDALL M. THOMPSON, ET AL.

Shaw Geter,
Gould,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zarnoch, J.

Filed: February 3, 2021

The principal issue in this case is whether an arbitrator's October 26, 2018 award of $721,264 in surcharges against Appellant Anthony J. Thompson, Sr. ("Senior"), the managing trustee of the AKT Trust II, was made in manifest disregard of the law. Upon petition of Appellee Kendall M. Thompson ("Mrs. Thompson"),[1] as legal guardian and next friend of her three children, the Circuit Court for Montgomery County, on February 28, 2019, confirmed the Final Award of the Arbitrator and rejected Senior's counter petition to vacate the award. Senior appeals discrete portions of the award, viz. those imposing personal liability on him. Mrs. Thompson cross-appeals on a secondary issue, involving the circuit court's computation of the interest award.[2]

For reasons stated below, we affirm the circuit court's confirmation of the arbitration award, but agree with the cross-appellant that the interest award was incorrectly calculated. Thus, this part of the judgment should be reversed and the case remanded.

BACKGROUND & PROCEDURAL HISTORY

I. Creation of the Trust

On June 1, 2011, Anthony J. Thompson, Jr. and Kendall M. Thompson created an irrevocable trust, ostensibly for the "sole use and benefit" of their minor children, who

[1] The parties were divorced in 2019. However, we will refer to the appellee as Mrs. Thompson because that was her status during the arbitration proceeding.

[2] Additional parties in the arbitration proceedings were: Anthony J. Thompson, Jr. ("Junior"), who, with Mrs. Thompson, were grantors of the Trust, and Nicole Vereen, a co-trustee of the Trust. Neither Junior nor Ms. Vereen are parties to this appeal.

were the primary beneficiaries of the Trust.[3] The grantors conveyed to the trustee the property of a complex organization of 22 limited liability companies and similar entities.[4] Anthony J. Thompson, Sr., the father of grantor Anthony J. Thompson, Jr., was named managing trustee.[5] The Trust document states:

> Grantor adopts and incorporates by reference to the provisions of the Uniform Trust Code that do not violate the material purposes of the Trust. If the state of administration of the Trust has not yet adopted the Uniform Trust Code, then the Uniform Trust Code of Arizona shall be adopted to guide any persons having interest in the trust.[6]

Critical to this appeal are the trustee liability provisions of the Trust document, one of which states: "Trustee shall be liable for gross negligence and for such acts, neglect and defaults which constitute a breach of trust and which are committed in bad faith." Another provision states: "No Trustee shall be liable to any person interested in this Trust for any act or default unless it results from the Trustee's bad faith, willful misconduct or gross negligence." [7] Also important is a provision of the Trust document

[3] At one point, the Trust document calls the trust a "Family Fortress Dynasty Trust."

[4] These entities were governed by operating agreements. A major bone of contention between the parties in the arbitration proceeding was whether certain distributions made by the trustee were governed by these operating agreements, rather than the trust document.

[5] There were co-trustees named, but they are not involved in this appeal.

[6] In Chapter 585, Laws of 2014, the Maryland General Assembly revised the State trust laws "based on the UTC." *See* John P. Edgar, Comparison of the Maryland Trust Act To Current Maryland Law And the Uniform Trust Code (August 25, 2014) (contained in MSBA, The New Maryland Trust Act (Sept. 11, 2014) at 105). The impact of the Maryland statute will be discussed infra at 14-16. No party has argued that Maryland law is not applicable to this case.

[7] A similar provision in the Trust document states:

concerning consultation with counsel, which provides that "the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by a Trustee in good faith and in accordance with the opinion of such counsel." Disputes by beneficiaries were to be resolved outside of court using alternative dispute resolution. Other relevant sections of the Trust document will be discussed later in this opinion.

II. Challenged Distributions

Mrs. Thompson alleged in the circuit court that the Trust had $10 million in assets when it was established, but by the time of the arbitration award, "it had dwindled by the dissipation of the trustees to less than $1,000,000, in fact only several hundred thousand dollars." She challenged, first in a prior circuit court action,[8] and later, in the arbitration proceeding, a host of distributions made from the Trust by Senior as managing trustee.

These include asserted distributions for:

1. The family home;
2. The direct benefit of the children;
3. Acquisition and maintenance of jet skis;
4. Ownership of boats;
5. Luxury cars;
6. Investments in a failed European business venture;

> No Trustee shall be individually liable for any loss to, or depreciation in, the value of the Trust Estate occurring by reason of (i) the exercise or non-exercise of the powers granted to the Trustee under this Trust; or (ii) a mistake in, or error of, judgment in the purchase or sale of any investment or the retention of any investment, so long as the Trustee shall have been acting in good faith.

[8] We assume the prior circuit court action was either dismissed or stayed while arbitration took place.

7. Investments in penny stocks traded by Junior;
8. A nightclub venture;
9. The purchase and renovation of two properties in Baltimore City;
10. Investments in Florida real estate;
11. Investment in a venture labeled Total Nutrients, LLC;
12. Investment in a senior living facility;
13. Residential property in Annapolis;
14. A shopping center in Frederick;
15. A Colorado business deal;
16. Involvement in an entity called Elm Street Real Estate Group, LLC;
17. Investment in a waste collection company;
18. Investment in Formula Ventures, LLC;
19. Investment in Muscle Pharm Sportswear;
20. Investment in small, start-up ventures;
21. Investment in a marijuana dispensary in Colorado that lost all its value;
22. Junior's domestic relations attorney's fees;
23. Junior's civil case settlement fees;
24. Junior's simplified employee pension account;
25. A Morgan Stanley brokerage account;
26. Seats at the Washington Football Team's stadium;
27. Country club expenses;
28. Unexplained transfers out of Quest Entertainment Ventures; and
29. Credit card payments in the name of Agenix and Gardner Creek.

III. Arbitration Proceeding

A. Contentions of Parties

Mrs. Thompson challenged these distributions in a counterclaim filed in response to a Demand for Arbitration made by Senior seeking to stop Mrs. Thompson from allegedly "interfering with the administration of the trust." The Arbitrator rejected Senior's claim and that portion of the final award is not before us.

In her counterclaim, among other things, Mrs. Thompson sought removal of Senior and co-trustee Nicole Vereen, substitution of new trustees and imposition of a surcharge against the trustees "for the value of removed assets and of assets that have

been reduced in value (or have disappeared entirely) by virtue of the trustees' gross management of the Trust."

Senior argued that the Trust "was set up to allow almost unfettered use of the trust assets for the benefit of the *family* of the Grantor with the only restriction being against 'self-dealing' by the Trustee." He said: "he had been specifically advised by the drafter of the Trust that he could feel free to make expenditures to maintain the lifestyle of the Grantor and of the children."

Mrs. Thompson countered that the Trust "was not and should never have been administered as the private piggy bank for the 'family' but was solely for the benefit of the Children…." She argued that trust distributions not made solely for the benefit of the children demonstrate "gross negligence."[9] On the critical finding of whether the Trust was established for the sole benefit of the children, the Arbitrator sided with Mrs. Thompson and the correctness of this reading of the Trust document is not before us.[10]

B. Removal of Trustees

The Arbitrator found that Senior's failure to provide adequate accountings, despite written request, was "in derogation of [his] duty as Trustee and warrants his removal…" He also directed the removal of Ms. Vereen without a finding of fault because she "has

[9] Mrs. Thompson's Expert, Alan Gibber, Esq., testified that a distribution for the benefit of a nonbeneficiary was a breach of the standard of care and constituted gross negligence.
[10] Even if the Arbitrator's interpretation were challenged in this appeal, we would not conclude that it was made in manifest disregard of the law.

shown herself to be incapable of properly performing the duties as Trustee." The removal decisions are also not before us.

C. Standard for Imposition of Liability

The first hint of the Arbitrator's standard of liability for a trustee is found in his conclusion that much of Senior's managing of the entities constituting the assets of the Trust was governed by "the highest punctilio of honor required of him as the Trustee of the Trust." Later he states:

> The highest standards of conduct are imposed on the Trustee by terms of the trust and Maryland law. The trustee's fiduciary duties to the trust relationship with the beneficiaries cannot be overridden by the terms of the trust and go far beyond similar relationships found in commercial contracts.

The Arbitrator set forth his methodology for determining a breach of the trustee's duties:

> Respondent makes general allegations as to accounting and disbursing for impermissible purposes and specific allegations as to individual investments and oversight by Senior…. [S]he has, in specific instances, alleged and introduced evidence to meet a "certain quantum of proof" and has made out a *prima facie* case that the Trustee has failed to discharge his duties as a fiduciary under the Trust and under law. As to those instances, the burden then shifted to the Trustee to come forward and provide evidence that he met the strict standards of care and loyalty imposed upon fiduciaries and to account for the activity of the Trust to show that the Trustee is entitled to the credit he claims…. The question then turns to whether Senior has met his burden in those instances.

With this methodology in mind, the Arbitrator examined each of the approximately 30 challenged distributions from the Trust assets.[11] In the case of 14 of the claims, the Arbitrator found that Mrs. Thompson did not make a *prima facie* case that the trustee had failed to discharge his duties as a fiduciary under the Trust and under law. In each of these instances, the Arbitrator expressly found "No negligence, misfeasance or malfeasance" on the part of Senior. In another five cases, the Arbitrator found that Mrs. Thompson had met her initial burden but that Senior met his burden of demonstrating that the distributions were made in accordance with the terms of the Trust and applicable law. Once again, in those instances, the Arbitrator made an express finding that there was no negligence, misfeasance, or malfeasance on the part of the trustee. In another three cases, without similar findings, the Arbitrator declined to impose a surcharge against Senior.

In three of the distributions faulted by the Arbitrator, (Formula Ventures, Colorado marijuana dispensary, and credit card payments), he expressly found that a *prima facie* case had been made by Mrs. Thompson and that Senior failed to meet his burden of showing he sufficiently discharged his duties as trustee. In his findings, regarding the credit card payments, which the Arbitrator described as "the most significant, questionable distributions," he said that Mrs. Thompson had established *prima facie*

[11] We use the word "approximately" because at least two of the distributions involved the same entity, Formula Ventures.

evidence "of impropriety." In this instance, Senior was surcharged $312,000. Senior was also surcharged for the other two distributions.[12]

In four additional instances where the Arbitrator questioned the distributions and surcharged Senior (pension account, football seats, country club expenses, and Quest Entertainment), the Final Award speaks in more summary terms:

1. Disbursement for the retirement account "was without authority under the Trust and is not excused by any advice of counsel defense";
2. Most payments for football seats were made to maintain the "family lifestyle," and not for the children;
3. Distributions for country club memberships were of no benefit to the children and could only be justified as maintaining the "family lifestyle"; and
4. Senior "has not met his burden of showing" where transfers out of Quest went.

Surcharges for these distributions were $50,000, $60,000, $76,000 and $23,264.

D. Advice of Counsel Defense

The Final Award contains an extensive discussion of the advice of counsel defense and, at times, even compliments Senior. The Arbitrator said:

> There is no evidence of any self-dealing by the Trustee…. If nothing else is blatantly clear from these proceedings, Senior did not monetarily benefit from the Trust or from any of its constituent entities and, at all times, he acted in good faith in accordance with the direction of Ms. Manley.[13]

[12] The marijuana dispensary surcharge was $200,000. The Formula Ventures surcharge was lumped into the credit card surcharge.

[13] In another portion of the Final Award on the oversight of the entities constituting the assets of the Trust, the Arbitrator said:

> The Arbitrator finds Senior's testimony at the hearing to be persuasive and compelling on this issue. He did not take his obligations lightly and has a grandfather's natural love for the Children. He is an experienced attorney and, although he may not have appreciated the extent of his responsibilities

He went on to observe that Senior "justifiably relied" on the advice of counsel [Ms. Manley] and quoted from the Trust document that "the opinions of…counsel shall be full and complete authorization and protection in respect of any action taken or suffered by a Trustee in good faith and in accordance with the opinion of such counsel." But the Arbitrator noted: "This defense is available to some, but not all of the disbursements by the Entities." The Final Award removed Senior as trustee, directed substitute trustees and ordered him to pay $721,264 with interest at the judgment rate from October 26, 2018.

IV. Circuit Court Decision

On November 2, 2018, Mrs. Thompson petitioned the Circuit Court for Montgomery County to confirm the arbitration award and some three weeks later, Senior moved to vacate the Final Award's imposition of surcharges against him. In January of 2019, a trial was held.

Approximately a month later, the circuit court issued its opinion and order confirming the Final Award and denying the motion to vacate. In its opinion, the court concluded that the award was not in manifest disregard of the law. It found that the Arbitrator "recognized the applicable legal standards." Quoting from the Final Award, the court pointed to the shifting burdens that occurred where it was shown that the trustee

> at the time of his acceptance of the trusteeship, he rose to the challenge as each of the Entities reached crossroads. While he may not have been as exacting as he could have been about documentation (which has warranted his removal as Trustee), he did analyze each transaction carefully.

A footnote in the Final Award states: "The Arbitrator finds that Senior was not reckless."

failed to discharge his duties as a fiduciary under the Trust and under the law and could not prove that he met the strict standards of care and loyalty imposed upon fiduciaries.[14] The court said:

> The arbitrator meticulously examined each of the alleged improper charges and applied the legal standard to them. While the arbitrator did not state expressly with respect to each of the surcharged items that the Trustee violated the particular legal standard, such a finding is implicit given the arbitrator's prior articulation of the legal standards found applicable. While the court may not have reached the same conclusions as the arbitrator, the court is unable to conclude that the arbitrator acted in manifest disregard of the law.

In a separate order, dated February 28, 2019, the court confirmed the award of $721,264 "with interest at the judgment rate from the entry of this Order." Senior appealed and Mrs. Thompson cross appealed on the interest computation issue.

DISCUSSION

Standard of Review

Maryland recognizes manifest disregard of the law as a permissible ground for vacating an arbitration award. *WFC/2005 LLC v. Trio Ventures Associates*, 460 Md. 244, 256 (2018). Under this standard, a court must determine whether the arbitrator made a palpable mistake of law or fact apparent on the face of the award. *Id*. at 260. Mere errors of law or fact do not "ordinarily" furnish ground for a court to vacate or to refuse enforcement of an arbitration award. *Id*. at 260-61. Courts will not look into the merits of

[14] The court also took notice of the Arbitrator's conclusion that the trustee's duties to the Trust beneficiaries cannot be overridden by the terms of the Trust.

the matter and review the findings of law or fact made by the arbitrator nor substitute its opinion. *Id*. at 261.[15]

In *Trio Ventures*, the Court of Appeals said:

> Federal courts have explained that manifest disregard of the law occurs when: (1) the applicable legal standard is clearly defined and not subject to reasonable debate; and (2) the arbitrator refused to heed that legal principle.

Id. at 262.

The Court also quoted from a treatise that a challenger must show that the award is "based on reasoning so palpably faulty that no judge, or group of judges, could ever conceivably have made such a ruling…." *Id*. at 263 (quoting from Thomas H. Oehmke & Joan M. Brovins, *Oehmke Commercial Arbitration* § 149:2, at 149-4 (3d ed. 2017)). Even if an arbitrator's award does not "expressly" rely upon applicable principles of law, it will still be upheld if it "is reasonably consistent with them." *Id*. at 268.

Question Presented

Senior poses the issue before the Court in the following fashion:

> Did the Circuit Court err when it failed to conclude that the arbitrator acted with a manifest disregard of the law standard when he imposed personal liability on the Trustee when the arbitrator found he made no finding of bad faith, willful misconduct or gross negligence by the Trustee and the provisions of the Trust clearly provide that personal liability can only be imposed on a Trustee for conduct that rises to the level of gross, negligence or bad faith?

Mrs. Thompson describes the question in slightly more colorful terms:

[15] Failure by the arbitrator to understand and apply the law also does not constitute manifest disregard of the law. *Id*. at 262.

> Did the trial court err by finding that the Arbitrator, on the face of the Final Award, did not manifestly disregard principles of law by surcharging Trustee $721,264 for six transactions – some involving expenditures for strip clubs and bongs – determined by the Arbitrator to have no good faith basis for being any benefit to the minor children beneficiaries?

I. The Givens in this Case

In directing Senior's removal as trustee[16] and in surcharging him in six instances, the Arbitrator obviously found that Senior had breached his duty to the Trust and its beneficiaries. Sometimes that finding was quite specific, other times less so. *See* p 7-8, *supra*. But in this case, these findings are a given and are uncontested.

Second, it is a given that the Arbitrator was not required to make specific findings of fact, because all parties agreed to a "reasoned award," which is apparently arbitration-talk for a standard that obligates the Arbitrator to provide "something more than a line of unexplained conclusions, but something less than full findings of fact and conclusions of law on each issue before the panel." *Leeward Construction, LTD v. American University of Antigua-College of Medicine*, 826 F.3d 634, 540 (2nd Cir. 2016).[17]

Third, we believe it is a given that the Arbitrator did not have to use "magic words" to convey his findings and conclusions. We find persuasive the decision of the Indiana Court of Appeals in *Terkosky v. Indiana Dept. of Educ*., 996 N.E.2d 832 (Ind. Ct. App. 2013). There, a teacher challenged an ALJ's conclusion that she be terminated on the following basis:

[16] The removal and the grounds for removal are unchallenged.

[17] As the circuit judge noted, another given is the fact that the Arbitrator did articulate a standard of liability and followed a reasonable methodology in applying that standard.

> First, Terkosky notes that Section 7 "mandates a finding that a teacher's conduct constitutes *inter alia*, 'immorality' or 'misconduct in office' before a suspension or revocation determination can be rendered" and "[n]owhere in the Order does the ALJ conclude that Terkosky's alleged conduct" constitutes either immorality or misconduct in office. Appellant's Brief at 21. Terkosky therefore suggests that "the ALJ's Order is defective because it does not adequately resolve the factual issues necessary to the determination of the ultimate fact … nor does it make an ultimate finding of fact, *i.e.*, whether [she] committed conduct that constitutes 'immorality' or 'misconduct in office.'" *Id.*[18]

The Indiana appellate court rejected this argument, noting that "no magic words" were needed, because the findings and reasoning and the conclusions are "extremely clear." *Id.* at 851.

Finally, in a similar vein, the Court of Appeals of Maryland has said that even if an arbitrator does not "expressly" rely upon applicable principles of law, the award will be upheld if "reasonably consistent" with those principles. *WSC/2005 LLC v. Trio Ventures Associates*, *supra*, 460 Md. at 268.

II. Did the Trust's exculpatory provisions insulate the trustee from personal liability?

Senior argues that the Arbitrator should have relied upon the exculpatory provisions of the Trust documents to determine whether the trustee's conduct warranted

[18] In this case, it is not clear if Senior is challenging whether the findings of the Arbitrator, viewed independently of his compliments of Senior, do not amount to "gross negligence" or "bad faith." In fact, the Arbitrator is quite scathing of Senior's actions with respect to the marijuana dispensary, the Quest Entertainment transfers, and the credit card distributions, which were characterized as an "impropriety." If in fact, Senior's conduct amounted to gross negligence or bad faith, it would seem foolish to reverse the Arbitrator because he did not expressly say so.

personal liability. However, the Final Award expressly declared that the trust relationship with the beneficiaries "cannot be overridden by the terms of the trust."

The Maryland Trust Act (MTA) Md. Code (1974, 2017 Repl. Vol.) Estates and Trusts Article (E&T) §§ 14.5-101 – 14.5-1006 may shed some light on the issue.[19] Under E&T, § 14.5-901(a)(1), "[a] violation of a duty the trustee owes to a beneficiary is a breach of trust." E&T, § 14.5-901(b)(3) provides that "[t]o remedy a breach of trust by the trustee that has occurred or may occur, the court may … [c]ompel the trustee to redress a breach of trust by paying money, restoring property, or other means." Another relevant portion of the MTA states that "[t]he terms of a trust prevail over a provision of this title, except … [t]he duty of the trustee to act reasonably under the circumstances and in accordance with the terms and purpose of the trust and the interests of the beneficiaries" and "[t]he requirement that a trust and the terms of the trust be for the benefit of the beneficiaries of the trust…." E&T, §14.5-105(2) & (3).

If we stopped there, it would appear that the Arbitrator was clearly correct in concluding that an exculpatory clause could not insulate a breach of the trustee's duty to

[19] In 2014, the General Assembly revised the law relating to trusts. Chapter 585, Laws of 2014. The changes apply to all trusts "created before, on, or after January 1, 2015," E&T, § 14.5-1006(a)(1), but also provides that "[a]n act done before January 1, 2015 is not affected by this Title." E&T, § 14.5-1006(a)(5). Because the Trust was created in 2011, it would appear that the law would apply to the AKT Trust II. However, because the Arbitrator's decision is unclear when all of the challenged distributions were made, we are uncertain whether one or more of those acts occurred before 2015. Nevertheless, "[f]or the most part the MTA does not substantially revise current Maryland trust law," much of which was found in "an extensive body of trust cases." MSBA, The New Maryland Trust Act, *supra* at 1 and 2.

the beneficiaries. However, complicating the matter is E&T, § 14.5-906(a), which provides:

> A term of a trust relieving a trustee of liability for breach of trust is unenforceable to the extent that the term
> (1) Relieves the trustee of liability for breach of trust committed in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries
> (2) Was inserted into the trust as the result of an abuse by the trustee of a fiduciary or confidential relationship to the settler, or
> (3) Was unreasonable under the circumstances

If we read this prohibition in a positive light, it does not preclude clauses that do not relieve the trustee of liability for a breach of trust committed in bad faith or with reckless indifference. Thus, Senior could find some solace in subsection (a)(1), which is similar to the relevant portion of the exculpatory clause in the Trust document and could lend some force to his argument that this is the relevant standard of liability for breach of trust. However, subsection (a)(3) is a counterweight. This provision, which was not part of the Uniform Trust Act, was added to the 2014 legislation at the request of the Maryland Association for Justice, Edgar, *supra* at 144, and is similar to of the language in E&T, §14.5-105(2) making predominant the duty of the trustee to act reasonably in accordance with the terms and purpose of the Trust and the interests of the beneficiary.

Whether any tension exists between § 14.5-906(a)(1) and (3) or between the former and § 14.5-105(2) is something we need not decide. For the Arbitrator to be

guided by § 14.5-105(2), rather than § 14.5-906(a) is not such a glaring inconsistency with Maryland statutes to rise to the level of manifest disregard of the law.[20]

III. Did the Arbitrator's decision implicitly impose liability on the basis of bad faith or gross negligence?[21]

Ultimately, Senior's argument hinges on the Arbitrator's complimentary remarks about the trustee, most notably that "at all times, he acted in good faith." These compliments have to be examined in context.

For example, the "good faith" statement, uttered in the context of a discussion of the "advice of counsel" defense, is immediately followed by the caveat that "[t]his defense is available to some, but not all of the disbursements by the Entities." Because the "advice of counsel" defense hinges on the "good faith" of the trustee, a rejection of that defense seems to imply that the trustee in these instances did not act in good faith.

The Arbitrator also examined the challenged distributions one-by-one. His criticisms and justification appear under each distribution/transaction. In his preliminary remarks to his analysis of intra-entity distributions and investments, the Arbitrator, among other things, said that Senior "did analyze each transaction carefully." However, in discussing Senior's reliance on professional advice, the Arbitrator said they were credible "with some exceptions." Obviously, where there is a discrepancy between a broad assertion, followed by a specific qualifying statement, the latter should control.

[20] Another way of putting it, even if the standard of liability is subject to "reasonable debates," *Trio Ventures*, *supra* 460 Md. at 263, the arbitration award must be upheld.
[21] We address this issue as an alternative ground for our decisions.

Also instructive is the arbitrator's explicit finding that for many of the approved distributions "no negligence, misfeasance, or malfeasance" occurred. No such exculpatory language appears in that portion of the Arbitrator's decision imposing liability on Senior.

While it might be argued that the Arbitrator pulled his punches and praised and criticized in the same breath, a distinguished, well-intentioned attorney trying to help his son, but, in the end, the facts matter. Those distributions faulted by the Arbitrator, the most serious of which amounted to an "impropriety" were not made for the benefit of the children, as the trust required.[22]

In our view, a careful reading of the Final Award shows that the Arbitrator's kind words for Senior were expressly modified and countered by his analysis of the relevant facts in connection with the surcharged distributions. Thus, even if gross negligence or bad faith was the appropriate standard here, that standard arguably would have been met in the Arbitrator's decision. We find no manifest disregard of the law and affirm the money award of the arbitration that was confirmed by the circuit court.

IV. Did the Circuit Court incorrectly calculate the date of the interest award?

The Arbitrator directed Senior to pay interest at the judgment rate from October 26, 2018. When the circuit court confirmed the award, it ordered interest to be paid from

[22] Once the Arbitrator determined that the Trust was for the sole use and benefit of the children, Senior's understandable reliance on the "family life style" and "advice of counsel" defense begins to crumble, opening the door to the imposition of personal liability.

the date of its order, February 28, 2019. In her cross-appeal, Mrs. Thompson challenges the correctness of this portion of the circuit court decision. Senior has offered this response to the cross appeal:

> Cross-Appellee does not dispute the language in the Final Award of the arbitration or the Judgment Order from the Circuit Court for Montgomery County, Maryland and defers to this Court to determine the proper date for interest to accrue on the Award should this Court not overturn the arbitration Final Award and the Circuit Court's confirmation of the Final Award.

Thus, Senior offers no defense of this part of the circuit court judgment. Nor do we see one.

Perhaps, it was merely an oversight on the court's part. But, in any event, we reverse the interest calculation in the February 28, 2019 judgment and remand for entry of an order directing Senior to pay interest on the Arbitrator's money award at the judgment rate from October 26, 2018.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED IN PART AND REVERSED IN PART. CASE REMANDED FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY APPELLANT/CROSS APPELLEE.