Circuit Court for Montgomery County
Case No.: C-15-CV-24-005659

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 365

September Term, 2025

URIEL DEXTER WHITE

v.

US HOMES LLC

Zic,
Ripken,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: January 2, 2026

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

In October 2024, appellant Uriel Dexter White petitioned the Circuit Court for Montgomery County to "review, modify or vacate, and confirm (enforce)" an arbitration award in his favor against appellee U.S. Homes, LLC d/b/a Lennar, Inc. The underlying dispute stemmed from defects in a house that White purchased from Lennar. Lennar moved to dismiss White's petition, arguing that he had failed to allege any improper conduct by the arbitrator. After a hearing, the circuit court granted Lennar's motion and dismissed White's petition. He appealed and, for the reasons below, we shall affirm.

A circuit court's decision to grant or deny a petition to vacate an arbitration award is a legal conclusion that we review *de novo*. *WSC/2005 LLC v. Trio Ventures Assocs.*, 460 Md. 244, 253 (2018). Although we afford the circuit court's conclusion no deference, we review the arbitration award under the same deferential standard that the circuit court employs during its review of the award. *Amalgamated Transit Union, Local 1300 v. Md. Transit Admin.*, 244 Md. App. 1, 11–18 (2019).

"Judicial review of an arbitrator's decision is extremely limited, and a party seeking to set it aside has a heavy burden." *Letke Sec. Contractors, Inc. v. U.S. Sur. Co.*, 191 Md. App. 462, 472 (2010). This standard of review is "among the narrowest known to the law." *Id.* (cleaned up). "[F]actual findings by an arbitrator are virtually immune from challenge and decisions on issues of law are reviewed using a deferential standard on the far side of the spectrum away from a usual, expansive *de novo* standard." *State v. Philip Morris, Inc.*, 225 Md. App. 214, 241 (2015) (cleaned up). "[M]ere errors of law or fact would not ordinarily furnish grounds for a court to vacate or to refuse enforcement of an arbitration award." *Balt. Cnty. Fraternal Order of Police Lodge No. 4 v. Balt. Cnty.*, 429 Md. 533,

560 (2012) (cleaned up). "That a reviewing court simply would have interpreted the [issues] differently is not enough." *Amalgamated Transit Union*, 244 Md. App. at 15. We, too, "defer to an arbitrator's findings of fact and [their] application of law . . . even when these are erroneous[.]" *Id.* at 12.

Under the Federal Arbitration Act, a court may vacate an arbitration award only:

> (1) Where the award was procured by corruption, fraud, or undue means;
>
> (2) Where there was evident partiality or corruption in the arbitrators, or either of them;
>
> (3) Where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
>
> (4) Where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

9 U.S.C.A. § 10(a).

Likewise, under the Maryland Uniform Arbitration Act, a court may vacate an arbitration award only where:

> (1) An award was procured by corruption, fraud, or other undue means;
>
> (2) There was evident partiality by an arbitrator appointed as a neutral, corruption in any arbitrator, or misconduct prejudicing the rights of any party;
>
> (3) The arbitrators exceeded their powers;
>
> (4) The arbitrators refused to postpone the hearing upon sufficient cause being shown for the postponement, refused to hear evidence material to the controversy, or otherwise so conducted the hearing, contrary to the provisions of § 3-123 of this subtitle, as to prejudice substantially the rights of a party; or

> (5) There was no arbitration agreement as described in § 3-206 of this subtitle, the issue was not adversely determined in the proceedings under § 3-208 of this subtitle, and the party did not participate in the arbitration hearing without raising the objection.

Md. Code Ann., Cts. & Jud. Proc. § 3-224(b).

On appeal, as best we can tell, White presents two arguments concerning the arbitration proceedings.[1] He first argues that there was misconduct on the part of the arbitrator because he "was prevented from contacting the witness([e]s), and the witnesses w[ere] prevented from testifying at the hearing[.]" He does not identify any specific witnesses. The record reveals that White requested contact information for several third parties from Lennar, and he alleged that Lennar had not provided it. White did not raise this issue to the arbitrator until less than two weeks before the hearing, however, and the arbitrator explained that it was too late to address the dispute. To the extent White contends this was misconduct, we are not persuaded. *Cf. Dackman v. Robinson*, 464 Md. 189, 233–37 (2019) (affirming trial court's decision not to impose sanctions where appellants had taken no action to resolve the discovery dispute or timely seek a postponement of the trial date). Moreover, at the close of arbitration, White acknowledged that he was given full opportunity to present his evidence and to prove his claims and defenses. Thus, this argument lacks merit.

[1] White presents several other arguments related to alleged conduct by Lennar's counsel and the circuit court proceedings, which are outside the scope of this appeal. *See WSC/2005 LLC*, 460 Md. at 253; *Amalgamated Transit Union*, 244 Md. App. at 11–18.

White next argues that there was evidence of partiality by the arbitrator and provides two examples. He first claims that the arbitrator ordered him "to pay [for] the opposing party['s] legal preparation cost[.]" He then claims that the arbitrator ordered Lennar's counsel "to write the 'Findings of Facts and Conclusion of Law' document during [the] evidentiary hearing[.]" White's first claim refers to the arbitrator requiring him to bring to the hearing four copies of his exhibit book—one for each party, one for witnesses' use, and one for the arbitrator. Not only was this requirement laid out in the initial scheduling order, but it was also required of both parties and, as such, is not evidence of partiality. White's second claim refers to the arbitrator requesting post-arbitration briefing. Again, this was requested from both parties and is not evidence of partiality.

In short, nothing in the record shows any corruption, fraud, or misconduct by the arbitrator. The circuit court therefore did not err in dismissing White's petition to vacate or modify the arbitration award.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.