Circuit Court for Prince George's County
Case No. CAL21-04258

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 437

September Term, 2022

CHRISTOPHER ABANGMA

v.

MICHAEL PULLIAM, *ET AL.*

Graeff,
Nazarian,
Tang,

JJ.

Opinion by Nazarian, J.

Filed: May 17, 2023

*At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals of Maryland to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

** This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In March 2021, Michael Pulliam and Mesi Walton (the "Homeowners") obtained an arbitration award against Christopher Abangma and his company, A and N Architectural, LLC, for breach of a contract related to the construction and renovation of their home. They sought to enroll the award in the Maryland courts by filing a request to file a foreign judgment in the Circuit Court for Prince George's County, and the court entered judgment on their behalf on April 14, 2021, even though the arbitration award had never been confirmed. That, as we will explain and as the parties now agree, is where this litigation veered off course.

Mr. Abangma then filed a motion to vacate the foreign judgment. At first the trial court denied it, but on November 18, 2021, the court agreed to reconsider the motion and granted Mr. Abangma leave to amend after finding that the Homeowners had not followed the proper procedures for reducing the award to a judgment. Before Mr. Abangma filed his amended motion to vacate the foreign judgment, though, the Homeowners filed a motion to confirm the arbitration award. In response, Mr. Abangma filed a motion to vacate the arbitration award. The circuit court denied both motions. Mr. Abangma appeals and we vacate and remand for further proceedings.

I. BACKGROUND

A. The Contract And Arbitration.

In March 2018, the Homeowners obtained a U.S. Department of Housing and Urban Development loan (a "HUD Loan") from Caliber Home Loans (the "HUD Lender") to purchase and renovate a residential property in Lanham. In April 2018, the Homeowners

hired a general contractor to oversee the renovations, and Mr. Abangma served as a sub-contractor. In June 2019, the Homeowners terminated their agreement with the general contractor and hired Mr. Abangma and his company, A and N Architectural, LLC, to serve as the new general contractor.[1] Because the contracting work was being funded by the HUD Lender, Mr. Abangma was required to complete a Contractor Replacement Package (the "Package") for submission to the HUD Lender as a prerequisite to becoming the primary contractor. The Package included a proposed Homeowner/Contractor agreement between the Homeowners and Mr. Abangma (the "Proposed Agreement"), and that agreement contained an arbitration clause.

On June 25, 2019, Mr. Abangma completed the Package. The Homeowners then worked with the HUD Lender to finalize the paperwork. On July 23, 2019, after the HUD Lender notified the Homeowners that a few items in the Package needed to be revised or completed, the Homeowners emailed Mr. Abangma an unexecuted copy of the Proposed Agreement, asking him to "sign where indicated and forward to [the Homeowners] for [their] signature[s]." Mr. Abangma did so.

The merits of the parties' dispute center on what Mr. Abangma alleges happened next. Mr. Abangma contends that after the Homeowners received the Proposed Agreement with his signature on it, and without his knowledge or consent, they altered the agreement before adding their own signatures and forwarding the agreement to the HUD Lender.

[1] For simplicity, and because Mr. Abangma is the sole appellant in this case, references to Mr. Abangma include his company as well.

Specifically, Mr. Abangma claims that the Homeowners forwarded to the HUD Lender an executed "Concealed Agreement" in which they had surreptitiously added a contingency clause: "The signature by [the Homeowners] is contingent upon the lender correcting the payment disbursed to the terminated contractor. MP." The Homeowners have not disputed these allegations.

On February 10, 2020, the Homeowners fired Mr. Abangma, claiming that he breached their contract. On July 19, 2020, the Homeowners filed a demand for arbitration with the American Arbitration Association (the "AAA"), attaching as evidence a fully executed version of the Proposed Agreement (we'll refer to this as the "Filed Agreement," as Mr. Abangma does in his brief) rather than the Concealed Agreement. Despite receiving notice from the AAA about scheduled hearings, Mr. Abangma never participated in the arbitration proceedings and didn't provide a reason for his failure to do so. An evidentiary hearing was held via videoconference on February 17, 2021 in Mr. Abangma's absence, at which the Homeowners presented testimony and evidence related to their claims.

On March 15, 2021, the AAA issued an arbitration award in favor of the Homeowners in the sum of $292,528.10. The award was based on the arbitrator's findings that the Homeowners and Mr. Abangma had "entered into a Contract dated June 25, 2019

for the renovation/construction" of the Homeowners' property, that Mr. Abangma had breached the contract, and his breach had caused the Homeowners to incur actual losses.[2]

B. Maryland Court Proceedings.

From there, the procedural story of this case gets messy.

On April 14, 2021, the Homeowners, proceeding *pro se*, filed a request to file a foreign judgment in the Circuit Court for Prince George's County and attached as the "foreign judgment" the AAA arbitration award.[3] That same day, the Clerk of the circuit court entered the "judgment" and issued a "Notice of Foreign Judgment" to each of the parties. In response, Mr. Abangma, also proceeding *pro se*, moved on May 9, 2021 to vacate the foreign judgment. On June 1, 2021, the court denied Mr. Abangma's motion for failure to comply with Maryland Rule 2-535, which defines the court's revisory power.[4]

[2] After the award was issued, the AAA rules allowed the parties to request modifications, make objections and comments, and submit post-hearing documents. Although he had not otherwise participated in the arbitration, Mr. Abangma did submit documents in response to the final award, but none of his submissions alleged fraud on the part of the Homeowners.

[3] On the Request form, the Homeowners stated that a judgment was entered on their behalf in the amount of $295,528,10 "in the court of American Arbitration Association."

[4] The order does not articulate the specific way(s) in which Mr. Abangma's motion failed to comply with Rule 2-535, which, among other things, authorizes motions requesting the court to exercise its revisory power if filed within thirty days, as his motion was:

> (a) **Generally. —** On motion of any party filed within 30 days after entry of judgment, the court may exercise revisory power and control over the judgment and, if the action was

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On June 7, 2021, Mr. Abangma, by then represented by counsel, moved for reconsideration and for leave to amend his motion to vacate the foreign judgment, and he also requested a hearing. In this motion, Mr. Abangma argued, among other things, that the judgment should be vacated because the Homeowners failed to follow the proper procedures for enrolling a judgment based on an arbitration award. He contended specifically that "an arbitration award is not a foreign judgment" that a Maryland court can enroll upon a request to file a foreign judgment. To the contrary, under Maryland Code (1973, 2020 Repl. Vol.), § 3-227 of the Courts and Judicial Proceedings Article ("CJ"), a

> tried before the court, may take any action that it could have taken under Rule 2-534. A motion filed after the announcement or signing by the trial court of a judgment or the return of a verdict but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.
>
> (b) **Fraud, mistake, irregularity. —** On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.
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> (c) **Newly-discovered evidence. —** On motion of any party filed within 30 days after entry of judgment, the court may grant a new trial on the ground of newly-discovered evidence that could not have been discovered by due diligence in time to move for a new trial pursuant to Rule 2-533.
>
> (d) **Clerical mistakes. —** Clerical mistakes in judgments, orders, or other parts of the record may be corrected by the court at any time on its own initiative, or on motion of any party after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed by the appellate court, and thereafter with leave of the appellate court.

party seeking confirmation of an arbitration award must "petition the court to confirm the award," a step the Homeowners had never taken in any court. At the November 8, 2021 hearing on the motion, the circuit court agreed and, for that reason, granted Mr. Abangma's motion for reconsideration and for leave to amend his motion to vacate the foreign judgment:

> THE COURT: So you can enroll a foreign judgment, which is one thing. But you also have to confirm an arbitration award by filing a petition. So they are two separate things. So it's not necessarily a foreign judgment. It is an arbitration award. You do have to follow the rules for that.
>
> . . . [O]nce the arbitration [award] was given . . . you have to file the petition, which did not occur. So you do have to follow the rules for that. So because the petition was not filed, I am going to grant the motion for reconsideration for that reason. . . . [T]he proper procedure was not filed.

Presumably in response to this decision, the Homeowners made three separate attempts to confirm the arbitration award in the Maryland courts:[5] one in the Circuit Court for Prince George's County, the case now before us, by filing a *motion* to confirm the arbitration award; and two in the Circuit Court for Montgomery County, by filing *petitions* to confirm the award.[6] The Circuit Court for Montgomery County has since consolidated

[5] The Homeowners also filed a petition to confirm the arbitration award in the U.S. District Court for the District of Maryland. It appears that this case has been dismissed.

[6] Between August 2020 and December 2021, the parties filed three separate cases against each other in the Circuit Court for Montgomery County related to the exact same contractual dispute at issue in this case: case 483237V, case 485987V, and case C-15-CV-1-000407. We'll briefly summarize the procedural history of each case.

Continued . . .

all the cases in that court related to this matter and ordered that they are all stayed pending resolution of this case.

On February 4, 2022, seemingly in response to the Homeowners' motion to confirm the arbitration award, Mr. Abangma filed a motion to vacate the arbitration award in the circuit court and requested a hearing on the motion. In the memorandum he attached to the motion, Mr. Abangma argued that the arbitration award must be vacated because: (1) the Homeowners made false statements during the arbitration, such that the award was procured by fraud; (2) the arbitrator did not have jurisdiction to issue the award and exceeded his power in doing so; (3) the arbitrator manifestly disregarded the law; and (4) the arbitrator demonstrated evident partiality. The Homeowners responded by noting that under CJ § 3-224, Mr. Abangma was barred from moving to vacate the arbitration

On August 21, 2020, Mr. Abangma filed civil case 483237V against the Homeowners, alleging breach of contract. On January 13, 2022, the Homeowners filed a petition in that case to confirm the arbitration award, and on February 9, 2022, the Circuit Court for Montgomery County confirmed the award and entered judgment in the amount of $295,528.10. However, on Mr. Abangma's motion, the court vacated the judgment on March 1, 2022 and ordered the Homeowners to cease and desist enforcement of the arbitration award until the case in the Circuit Court for Prince George's County (the case before us here) was resolved.

On June 8, 2021, the Homeowners filed case 485987V to enforce the "foreign judgment" entered by the Circuit Court for Prince George's County on April 14, 2021. The Circuit Court for Montgomery County recorded the judgment that same day, but in December 2021, on Mr. Abangma's motion, the court stayed enforcement of the judgment until the case in the Circuit Court for Prince George's County (again, this one) was resolved.

On December 5, 2021, separate from any other open proceeding, the Homeowners filed a petition to confirm the arbitration award in Montgomery County Circuit Court, and case C-15-CV-21-000407 was opened.

award on these grounds because he knew or should have known of these claims in March 2021 at the latest, when he received notice of the arbitration award. And indeed, CJ § 3-224(a) provides that a petition to vacate an arbitration award must be filed within thirty days of its receipt or, if "corruption, fraud, or other undue means" is alleged, within thirty days of when those "grounds become known or should have been known to the petitioner."

On March 25, 2022, Mr. Abangma submitted a supplemental motion to vacate the arbitration award that outlined a new theory for why the arbitration award should be vacated.[7] In the supplemental motion, Mr. Abangma claimed that on March 3, 2022, he reached out to the HUD Lender for the very first time to obtain a copy of the agreement that the Homeowners had submitted to the HUD Lender, and the HUD Lender replied by sending him the Concealed Agreement. He claimed that until he received the HUD Lender's response, he had never before seen or known of the Concealed Agreement and, therefore, had no reason to know that the Homeowners had added a contingency provision to it. Had he known that the Homeowners intended to make their performance "contingent upon the lender correcting the payment disbursed to the terminated contractor," he claims, he never would have entered into the contract with them in the first place.

He argued then that the arbitration award should be vacated because the Homeowners "obtained the Award by fraudulently inducing [Mr. Abangma] to sign the Proposed Agreement, hiding the existence of the Concealed Agreement, and misleading

[7] Perhaps conceding the correctness of the Homeowners' arguments in opposition to his original motion to vacate the arbitration award, Mr. Abangma did not repeat those arguments in his supplemental motion and hasn't raised them on appeal to this Court.

[Mr. Abangma] as to the existence of the Concealed Agreement by submitting the Filed Agreement [to the] AAA and [the Circuit Court for Prince George's County]." He argued as well that the court should vacate the award because "it is based on [the] AAA's mistaken assertion of jurisdiction, as [the Homeowners'] fraud prevented [the] formation of a valid, enforceable contract." And he claimed that because he did not know of this instance of fraud until March 3, 2022, his motion to vacate the arbitration award on this ground was timely under CJ § 3-224 because he filed it within thirty days of when he became aware of the fraud.

Although Mr. Abangma had requested a hearing on his motion to vacate the award, the court ruled without holding one. On April 4, 2022, the court issued an order denying both the Homeowners' motion to confirm the arbitration award and Mr. Abangma's motion to vacate the award. The order explained that the court was denying the Homeowners' motion for failure to comply with CJ § 3-227, which states that "[a] party may petition the court to confirm the award." And it stated that the court was denying Mr. Abangma's motion because that motion was "not before the court," as "[t]he court previously gave leave [to Mr. Abangma] to amend [his] Motion to Vacate Plaintiff's Foreign Judg[]ment not a Motion to Vacate the Arbitration Award." Mr. Abangma appeals from this order; the Homeowners neither appealed nor cross-appealed.

II. DISCUSSION

Although phrased by the parties in multiple ways, Mr. Abangma raises two

questions on appeal:[8] *first*, whether the circuit court properly dismissed his motion to vacate the arbitration award for not being before the court; and *second*, whether the trial court was required to hold a hearing on Mr. Abangma's motion to vacate the arbitration

[8] Mr. Abangma phrased the Questions Presented as follows:

> I. Did the trial court err when it denied Appellant's Motion to Vacate Arbitration Award and Appellant's Supplemental Motion to Vacate Arbitration Award without a hearing when Appellant properly requested a hearing?
>
> II. Did the trial court err when it denied Appellant's Motion to Vacate Arbitration Award and Supplemental Motion to Vacate Arbitration Award for not being in front of the court based on the trial court granting Appellant leave to amend his Motion to Vacate Foreign Judgment and not a motion to vacate arbitration award?

The Homeowners phrased the Questions Presented as follows:

> I. Under Maryland Law, did the Circuit Court properly deny the Appellants' Motion to Vacate Arbitration Award and uphold [The Homeowners'] foreign judgment, when Appellants failed to properly and timely move to vacate the judgment under the Rules?
>
> II. Under Maryland Law, did the Circuit Court properly deny Appellants' Motion to Vacate Arbitration Award as there was no challenge to the foreign judgment and the only claims of fraud in Appellants' motion were those of intrinsic fraud, which precluded the Court from invoking its revisory powers?
>
> III. Under Maryland Law, did the Circuit Court properly deny Appellants' Motion to Vacate Arbitration [Award] because the motion was procedurally improper?
>
> IV. Under Maryland Law, did the Circuit Court properly rule on Appellants' Motion to Vacate Arbitration Award without a hearing since the motion was not a dispositive motion?

award. We "review[] without deference a trial court's ruling on a petition to vacate an arbitration award." *Prince George's Cnty. Police Civilian Emps. Ass'n v. Prince George's Cnty. ex rel. Prince George's Cnty. Police Dep't*, 447 Md. 180, 192 (2016) (*citing Baltimore Cnty. Fraternal Order of Police Lodge No. 4 v. Baltimore County*, 429 Md. 533, 565, 540–41 (2012)). And as the parties agreed at oral argument, this arbitration award has never been confirmed, and that leaves the enforceability of the award (or not) and the entry of judgment (if appropriate) for the court yet to determine.

A. Mr. Abangma's Motion To Vacate The Arbitration Award Was Before The Court.

The trial court denied Mr. Abangma's motion to vacate the arbitration award based on the determination that the motion was "not before the court":

> [Mr. Abangma]'s Motion to Vacate Arbitration Award is DENIED, as it is not before the court. The court previously gave leave to amend Defendant's Motion to Vacate Plaintiff's Foreign Judg[]ment not a Motion to Vacate the Arbitration Award.

In the same order, the court also denied the Homeowners' motion to confirm the arbitration award, explaining that it "d[id] not comply with Maryland Courts and Judicial Proceedings Rule 3-227." The ruling on both motions appears to flow from the reasonable but mistaken impression that judgment already had been entered on this arbitration award. But as the parties conceded at oral argument, the Homeowners never got the arbitration award confirmed—they began the litigation by asking the court to enter judgment on the unconfirmed award, and everything that followed has created a procedural knot. In an effort to start the process of untying it, we vacate the judgment and remand for further

proceedings.

To explain how we reached this conclusion, we start from where the case sits now. At the time the parties filed the two motions that were the subject of the order on appeal, the record reflected a "judgment" that purportedly had been entered on the arbitration award: the April 14, 2020 "foreign judgment," entered by the Clerk in response to the Homeowners' request to file a foreign judgment. That judgment should never have been entered. Only actual foreign judgments, such as a judgment from a federal court or the court of another state, can be entered via a request to file a foreign judgment, and an arbitration award is not a foreign judgment.[9] *See* CJ §§ 11-801–802; Md. Rule 2-623.

The enrollment of the arbitration award as a foreign judgment seemed irregular to the trial court. During the November 8, 2021 hearing, the court acknowledged that the proper procedure for enrolling the award as a judgment had not been followed when the April 14 judgment was entered, and it was for that reason that the court agreed to reconsider (and granted leave to amend) Mr. Abangma's formerly denied motion to vacate the foreign judgment. Nevertheless, at the time of the ruling now being appealed, that "foreign

[9] Both CJ § 11-802 and Rule 2-623 govern the filing and recording of foreign judgments in the Maryland circuit courts. For purposes of both, "foreign judgment" is defined as "a judgment, decree, or order of a court of the United States or of any other court that is entitled to full faith and credit in this State." CJ § 11-801. Arbitration awards do not satisfy this standard. Indeed, "the Supreme Court has declined to treat unconfirmed arbitration awards as 'judicial proceedings' for purposes of full faith and credit." Katherine C. Pearson, *Common Law Preclusion, Full Faith and Credit, and Consent Judgments: The Analytical Challenge*, 48 CATH. U. L. REV. 419, 451 (1999) (*citing McDonald v. City of West Branch*, 466 U.S. 284, 287–88 (1984) ("Arbitration is not a 'judicial proceeding' and, therefore, § 1738 does not apply to arbitration awards.")).

judgment" remained on the docket and Mr. Abangma had not yet submitted an amended motion to vacate it, despite the fact that over three months had passed since the court granted him leave to do so. This created the impression that the court could neither confirm (on the Homeowners' motion) nor vacate (on Mr. Abangma's) an arbitration award that had already been reduced to a judgment. This was a reasonable (mis)impression, but its procedural underpinnings were fatally wrong.

The proper procedure for reducing an arbitration award to a judgment is set forth in CJ §§ 3-202 through 3-228. If a party to an arbitration believes the award was improper, they can petition to have it modified, corrected, or vacated. Section 3-224 provides the means and grounds for asking a court to vacate an award:

> (a) *Petition.* — (1) Except as provided in paragraph (2), a petition to vacate the award shall be filed within 30 days after delivery of a copy of the award to the petitioner.
>
> (2) If a petition alleges corruption, fraud, or other undue means it shall be filed within 30 days after the grounds become known or should have been known to the petitioner.
>
> (b) *Grounds.* — The court shall vacate an award if:
>
> (1) An award was procured by corruption, fraud, or other undue means . . . .

Likewise, a party who wants the court to recognize the award can petition the court to confirm it under CJ § 3-227:

> (a) *Petition.* — A party may petition the court to confirm the award.
>
> (b) *Action by court.* — The court shall confirm the award, unless the other party has filed an application to vacate, modify, or correct the award within the time provided in §§ 3-222 and 3-223 of this subtitle.
>
> (c) *Proceedings when award not confirmed.* — If an

> application to vacate . . . the award has been filed, the court shall proceed as provided in § . . . 3-224 of this subtitle.

Section 3-226 explains that "[i]f an application to vacate is denied and no motion to modify or correct the award is pending, the court *shall* confirm the award." (Emphasis added.) And "[i]f an order confirming, modifying, or correcting an award is granted, a judgment shall be entered in conformity with the order," and "[t]he judgment may be enforced as any other judgment." CJ § 3-228. In other words, the court has the authority to vacate or modify or correct an arbitration award (under appropriate circumstances we need not define here) and, more commonly, to confirm it, and *after* resolving any such motions can enter an enforceable judgment reflecting its decision. But all of that happens before, and as a prerequisite to, entry of judgment.

The Homeowners put the judgment cart before the confirmation/vacation/ modification/correction horse when they requested (and got) judgment based on the arbitration award alone. From there, though, both parties appear to have been attempting to comply with these statutes by filing their respective motions to confirm (in the Homeowners' case) and to vacate (in Mr. Abangma's case) the arbitration award. Looking back on the entire situation now, the circuit court needed either to (1) grant Mr. Abangma's motion and vacate the award, or (2) deny Mr. Abangma's motion, confirm the award, and enter judgment in favor of the Homeowners. But that seemed like a strange and perhaps impossible set of options given that the erroneous "foreign judgment" remained on the docket. Now that the parties have conceded, as they must, that the "foreign judgment" was entered in error, the court can decide in the first instance on remand whether this arbitration

award should be confirmed or vacated.

As the Homeowners note, this will necessarily require the court to determine first whether the parties' filings comply with CJ §§ 3-202 through 3-228. The form that the parties' petitions must take, whether to confirm, correct, modify, or vacate an arbitration award, is laid out in CJ § 3-205:

> (a) *Petition.* — Except as otherwise provided, a petition under this subtitle shall be heard in the manner and upon the notice provided by law or rule of court for the procedures when a petition is filed in an action.
>
> (b) *Notice.* — Unless the parties agree otherwise, notice of the initial petition for an order shall be served in the manner provided by law or rule of court for the service of summons in an action.

Under CJ § 3-205(a), a petition to confirm an arbitration award functions more like a complaint than a motion. Just as a complaint initiates a new action, a petition to confirm or vacate an arbitration award is meant to set forth new grounds for relief, whether it initiates an altogether new civil action (as here) or re-focuses an existing action (as when a case is stayed pending arbitration).

Here, both parties styled their filings to the court as "motions" rather than "petitions": the Homeowners' filing was titled "Motion to Confirm Arbitration Award,"[10] and Mr. Abangma's was titled "Motion to Vacate Arbitration Award." Although labeled as "motions," however, both set forth allegations and affidavits related to the arbitration

[10] This, notwithstanding that the Homeowners already had submitted at least one other "*Petition* to Confirm Arbitration Award" (emphasis added) in the Circuit Court for Montgomery County.

award, as well as attached the arbitration award and other relevant documents. Moreover, by claiming that the Homeowners procured the award by fraudulent means that he had only been able to discover recently, Mr. Abangma's supplemental motion alleges a potential ground for vacating the arbitration award under CJ § 3-224.[11] On remand, the trial court can decide for itself whether the filings satisfy the statute[12] and whether Mr. Abangma's issue is raised properly and has any merit.

In sum, we vacate the order denying both the motion to vacate and the motion to confirm because it flowed from the mistaken premise that the court was handcuffed by the previously enrolled (and not yet vacated) April 14 "foreign judgment" that purportedly was based on the arbitration award. On remand, the trial court must determine whether the

[11] As discussed above, CJ § 3-224(a)(2) states that "[i]f a petition alleges corruption, fraud, or other undue means it shall be filed within 30 days after the grounds become known or should have been known to the petitioner." The court will have an opportunity to decide if this gets Mr. Abangma around the usual deadline for filing a petition to vacate, which, pursuant to CJ § 3-224(a), is "within 30 days after delivery of a copy of the award to the petitioner."

[12] The trial court appears to have considered this issue already. The appealed order denied the Homeowner's motion "as the motion does not comply with Maryland Courts and Judicial Proceedings Rule 3-227." The court may have reached this conclusion for any number of reasons, including, for example: that the Homeowners' filing was improper because the arbitration award had already (albeit erroneously) been reduced to judgment; that the filings should have been called petitions rather than motions; that the trial court was not the proper venue in which to hear the motions pursuant to § 3-203, which limits the venues in which petitions of this sort can be filed; or that the parties failed to satisfy some other requirement of CJ §§ 3-202 through 3-228. We do not know which of these, if any, was the basis for the trial court's decision, and at least one (the first in the list) is impermissible in light of our decision here. In any case, a hearing was required before the court could make this decision (*see* Section II.B., below). Whatever its ultimate decisions on remand, the court will have the opportunity to explain them.

parties' motions are properly before the court (*i.e.*, whether they comply with CJ §§ 3-202 through 3-228) and, if they do, whether Mr. Abangma can succeed on the merits of his motion to vacate the award. If the court denies Mr. Abangma's motion on the merits, it must confirm the award pursuant to CJ § 3-226 and enter judgment for the Homeowners pursuant to CJ § 3-228. And in the course of resolving all of these issues, the court should determine as well how to address (really, eliminate) the vestigial April 14 judgment, the error that lies at the root of all of this.

B. Mr. Abangma Was Entitled To A Hearing On His Motion To Vacate The Arbitration Award Because The Ruling Was Dispositive.

Maryland Rule 2-311(f) provides that "[a] party desiring a hearing on a motion . . . shall request the hearing in the motion or response under the heading 'Request for Hearing.' The title of the motion or response shall state a hearing is requested." The Rule provides further that "the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section." Md. Rule 2-311(f).

Mr. Abangma requested a hearing as part of his motion to vacate the arbitration award. Along with both his February 4, 2022 original Motion to Vacate Arbitration Award and his March 25, 2022 Supplemental Motion to Vacate Arbitration Award, Mr. Abangma attached memoranda of law entitled "Memorandum of Law . . . and Request for Hearing," and requests for hearings were included in the bodies of both filings. The question, then, is whether the ensuing ruling would be "dispositive"—if so, the court was required to hold a hearing on the motion.

The Homeowners argue that the court's ruling on Mr. Abangma's motion was *not* dispositive, and therefore no hearing was required, but their support for this argument fails. They cite *Lowman v. Consol. Rail Corp.*, 68 Md. App. 64, 76 (1986), for the proposition that "if there is a possibility that a matter may be revised or reconsidered, the claim cannot be considered to be dispositive," and for the still more absurd premise that "[m]atters which are appealable, including judgments . . . are not to be classified as dispositive." But we struggle to imagine a ruling that *would* be "dispositive" under the Homeowners' definition of the word. As we read *Lowman*, it stands for exactly the opposite principle.[13] In that case, we explained that Rule 2-311(f) should *not* be construed as meaning that a decision isn't dispositive whenever there is a "possibility that the court might reconsider or revise its decision":

> We believe that as used in Rule 2–311(f) a "dispositive" decision is one that conclusively settles a matter. If the possibility that the court might reconsider or revise its decision would prevent that decision from being dispositive of a claim or defense, then even final, i.e. appealable, judgments could be said not to be dispositive, because even they may be subject to revision. See Md. Rule 2–535. *We do not believe Rule 2–311(f) should be so construed.*

Lowman, 68 Md. App. at 76 (emphasis added).

"'[A] dispositive decision is one that conclusively settles a matter.'" *Pelletier v. Burson*, 213 Md. App. 284, 292 (2013) (*quoting Lowman*, 68 Md. App. at 76). In *Lowman*,

[13] We find similarly misplaced the Homeowners' reliance on *Sanders v. Bd. of Educ.*, 477 Md. 1 (2021), for the proposition that Maryland Rule 2-535, which governs the revisory power of trial courts, "allows parties not to be bound by earlier findings as these judgments are revocable through the appeals process."

we held that the dispositive ruling in the case was the trial court's grant of summary judgment in favor of the defendant and its resulting entry of judgment in favor of the defendant—*not* the court's later denial of the plaintiff's motion for reconsideration of that ruling:

> [T]he court did more than merely grant [defendant]'s motion for summary judgment—it also entered judgment in favor of [defendant]. That judgment was dispositive of [plaintiffs]' claim. *By denying the motion for reconsideration, the court merely refused to change its original ruling which had disposed of* [*plaintiffs*]*' claims.* That ruling was not "dispositive of a claim or defense," and thus no hearing was mandated under Rule 2–311(f) even though a hearing was requested.

68 Md. App. at 75 (emphasis added).

The ruling Mr. Abangma appeals here functions similarly to a trial court's ruling on a motion for summary judgment. *See Prince George's Cnty. ex rel. Prince George's Cnty. Police Dep't*, 219 Md. App. 108, 119 (2014) (noting for purposes of setting forth the standard of review that "[a] circuit court's decision to grant or deny a petition to vacate or confirm an arbitration award is akin to an order granting or denying a motion for summary judgment" (citation omitted)), *aff'd in part, rev'd in part (on other grounds)*, 447 Md. 180 (2016). Had the trial court confirmed the arbitration award, as it would have been required to do under CJ § 3-226 if it denied Mr. Abangma's motion to vacate the award, the court would have then been required under CJ § 3-228(a) to enter judgment in favor of the Homeowners. That judgment would have been "dispositive of appellant['s] claim," *Lowman*, 68 Md. App. at 75, such that a hearing was required under Rule 2-311(f). The

trial court therefore erred in failing to hold a hearing, and on remand, should convene a hearing to address the issues we are, alas, tossing back into its lap.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY VACATED. CASE REMANDED FOR PROCEEDINGS CONSISTENT WITH THIS OPINION. APPELLEE TO PAY COSTS.