

Circuit Court for Baltimore County
Case No. C-03-CV-23-003312

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1501

September Term, 2024

PATRIOT MEDICAL LABORATORIES, LLC

v.

OAKWOOD SNF LLC

Berger,
Leahy,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zarnoch, J.

Filed: February 3, 2026

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellant, Patriot Medical Laboratories, LLC (“Patriot Medical”), filed suit in the Circuit Court for Baltimore County against appellee, Oakwood SNF LLC (“Oakwood SNF”), alleging breach of contract. Oakwood SNF subsequently filed a motion for summary judgment, which the court granted. Patriot Medical timely appealed and presents a single question for our review, which we quote:

Did the [c]ircuit [c]ourt err in granting summary judgment where there was sufficient evidence in the record generating a question of fact as to whether [Oakwood SNF], as a successor company, promised to pay the debt of another (the predecessor)?

We answer this question in the negative and shall therefore affirm the judgment of the circuit court.

BACKGROUND

A. The Pleadings

Patriot Medical filed a complaint for breach of contract against Oakwood SNF on August 15, 2023. In that complaint, Patriot Medical asserted that it “operates a medical laboratory that processes COVID-19 tests[,]” and that Oakwood SNF “owns and operates Oakwood Care Center” (“the Center”), a nursing and rehabilitation facility in Baltimore County, Maryland. According to the complaint, Oakwood SNF violated a Laboratory Services Agreement (“the Agreement”) allegedly executed by the parties on August 21, 2020, by failing to pay invoices for COVID-19 testing services that Patriot Medical purportedly provided to Oakwood SNF’s staff and residents. As relief, Patriot Medical sought compensatory damages of \$71,370, plus interest and court costs. Attached as an exhibit to the complaint was an invoice dated March 1, 2023, reflecting a “past due”

amount of \$71,370. On November 30, 2023, Oakwood SNF filed an answer in which it (1) denied the allegations in the complaint, (2) raised several affirmative defenses, and (3) sought an award of attorneys’ fees, costs, and expenses.¹

B. The Motion for Summary Judgment

At the close of discovery on July 1, 2024, Oakwood SNF filed a motion for summary judgment under Maryland Rule 2-501. In an accompanying memorandum, Oakwood SNF acknowledged that Patriot Medical and “Oakwood Care Center” executed the Agreement on August 21, 2020. Oakwood SNF alleged, however, that at that time, “Oakwood Care Center” was the registered trade name of Oakwood Nursing and Rehab LLC (“Oakwood Nursing”)—a separate corporate entity unaffiliated with Oakwood SNF and with different ownership. Oakwood SNF further asserted that the Center’s operations were transferred from Oakwood Nursing to Oakwood SNF pursuant to an Operations Transfer Agreement (“OTA”) executed on or about April 30, 2021. Oakwood SNF emphasized that it did not conduct business as “Oakwood Care Center,” register that trade name, or operate the Center until after the transfer had been effectuated. According to Oakwood SNF, moreover, the OTA did not provide for Oakwood SNF’s assumption of Oakwood Nursing’s liabilities.

In its supporting memorandum, Oakwood SNF also asserted that all of the COVID-19 tests for which Patriot Medical sought payment had been performed before the OTA

¹ Although Oakwood SNF answered Patriot Medical’s complaint more than three months after it was filed, its pleading was nevertheless timely as the result of multiple filing extensions granted by the court.

was executed. In support of that assertion, Oakwood SNF observed that the invoice attached to the complaint sought payment for testing allegedly performed in 2020 and from January through April 2021. It noted, however, that Patriot Medical’s discovery production reflected that the last such test was actually administered on March 11, 2021. In either case, Oakwood SNF contended that the testing at issue had occurred before Oakwood SNF began operating the Center on or about April 30, 2021.²

² In its memorandum, Oakwood SNF further alleged that Patriot Medical knew that Oakwood Nursing had sold the Center to Oakwood SNF before filing suit. That allegation was supported by several emails attached as exhibits to the memorandum, which show the following:

On December 30, 2022, Deanna Head emailed Mary, an Oakwood SNF accounts payable representative, seeking an update regarding the past-due invoice. In a reply email sent to Ms. Head on January 5, 2023, and copied to Elisa Conaway, Mary explained that “the . . . invoice is for the prior owners[,]” indicated that she had forwarded the request to Alan Sorscher, and provided his email address.

Notwithstanding that correspondence, on January 19, 2023, David Hill of Patriot Medical emailed Ms. Head a “final revised invoice[.]” Ms. Conaway, who was copied on that email, responded that Mary had informed her that “the invoice was sent to the previous owners.” She then added, “I will forward the invoice to the contact she gave me[,] which is Alan Sorscher.” Mr. Hill, in turn, replied: “Please update contacts in HUBSPOT.” In a subsequent email, Ms. Conaway informed Mr. Hill that Mr. Sorscher was “listed in Hub Spot under Oakwood Care Center[,]” and confirmed that she had forwarded the invoice to him.

Finally, on March 1, 2023, Mr. Hill emailed yet another copy of the invoice to Mary, Ms. Head, and Mr. Sorscher. In a reply sent the following day, Mary advised Mr. Hill that “the attached invoice is for the prior owners[,]” and asked that he direct any further questions to Mr. Sorscher. In response, Mr. Hill requested that Mary “provide a copy of the agreement whereby [Oakwood SNF] purchased the [Center.]” In an email attaching a document titled “Oakwood – Bill of Sale – EXECUTED[,]” Mary replied: “Please see attached.”

In sum, Oakwood SNF denied that it had contracted with Patriot Medical, asserted that Patriot Medical had not provided it with any goods or services, and maintained that it had not received any benefit as a result of Patriot Medical’s testing services. Accordingly, Oakwood SNF contended that Patriot Medical had sued the wrong entity and that summary judgment was therefore warranted.

C. The Opposition & Reply Memorandum

On August 1, 2024, Patriot Medical filed an opposition to Oakwood SNF’s motion for summary judgment. In that opposition, Patriot Medical tacitly conceded that Oakwood SNF had not been a party to the Agreement and expressly stated that it did not dispute that the OTA limited Oakwood SNF’s assumption of Oakwood Nursing’s contract liabilities. It maintained, however, that the circuit court should deny the motion, arguing that “there [were] disputed issues of material fact as to whether Oakwood [SNF], as a new operator, agreed to pay the debt of [Oakwood Nursing] (i.e., [the] old operator).” In support of its position that Oakwood SNF had agreed to pay Oakwood Nursing’s debt under the Agreement, Patriot Medical alleged, in part:

On June 28, 2022, Elisa Conaway from [Patriot Medical] emailed Deanna Head of Oakwood Care Center explaining that a verification of payments on invoice number 513 was made and that a new invoice would be sent showing a credit of \$49,140.00.

On July 13, 2022, [Patriot Medical] e-mailed Deanna Head invoice number 565[,] which reflected the adjustment for credits.

At the time of this e-mail, Ms. Head was employed by [Oakwood SNF] in its capacity as the new operator.

On August 5, 2022, [Theresa] Hershey[,] the new administrator of Oakwood [SNF,] emailed Deanna Head and copied [Elisa] Conaway of [Patriot Medical] asking[,] “where are we on payment for this invoice[?]”

Ms. Head told Ms. Hershey that “I sent this invoice on 7/14 and I resent it yesterday[.]”

(Cleaned up.)

Patriot Medical claimed that the above-referenced email exchanges created an enforceable contract whereby Oakwood SNF agreed to pay the debt of Oakwood Nursing. Patriot Medical attached several exhibits to its opposition, including the email chains referenced therein and the affidavit of Sam Mullapudi, Patriot Medical’s Chief Executive Officer, attesting that those emails were from Patriot Medical’s server and had been kept in the regular course of business. The first email chain on which Patriot Medical relied in its opposition shows the following messages exchanged between Ms. Conaway and Ms. Head on June 28, 2022:

Email – RE: Invoice #513 from Elisa Conaway Jun 28, 2022 at 10:04 AM EDT
to Deanna Head

No, I emailed the files to you. They are too large to print.

Email – Re: Invoice #513 from Deanna Head Jun 28, 2022 at 10:03 AM EDT
to Elisa Conaway

Hi Elisa,

Do you have the invoice for me to print out? I don’t see anything attached. If you can send it in PDF form[,] I can print it out and upload it to be sent over for payment.

Thank you so much.

Email – Re: Invoice #513 from Elisa Conaway Jun 28, 2022 at 9:40 AM EDT

Elisa Conaway

to Deanna Head

Hi Deanna,

We have been able to verify payment on a number of claims and we are going to re-issue your invoice. The details are in her SharePoint folder and you will receive the new invoice next week. The revised invoice will show a credit of \$49,140 that will be credited to your account.

Thank you,
Elisa

The second email chain, in turn, shows the following three-way exchange between Ms. Head, Ms. Hershey, and Ms. Conaway on August 5, 2022:

Deanna Head
to Theresa Hershey, Elisa Conaway

Aug 5, 2022 at 2:15 PM EDT

Good afternoon,

I sent this [i]nvoice on 7/14 and I resent yesterday also asking for an update. I am still waiting on a response. As soon as I hear back from them[,] I'll contact you, Elisa.

Thank you.

Theresa Hershey
to Elisa Conaway, Deanna Head

Aug 5, 2022 at 10:37 AM EDT

Deanna, where are we on payment for this invoice?

Please let Elisa know.

Thank you.

From: Elisa Conaway
Sent: Friday, August 5, 2022 10:36 AM
To: Theresa Hershey
Cc: Deanna Head
Subject: Invoice # 565

Hello Theresa,

I have made several attempts to reach you via telephone and have not been successful. I am emailing to follow up on the letter and invoice that we sent you on 7/13/2022. Please confirm receipt of the invoice and let me know when we may expect payment. We look

forward to working with you to get this matter resolved. Let me know if you have any questions.

Thank you,
Elisa

On August 28, 2024, Oakwood SNF filed a reply in support of its motion for summary judgment. In that reply, Oakwood SNF contended that the “new arguments” advanced in Patriot Medical’s opposition failed as a matter of law because a reasonably prudent person would not construe the email chains on which it relied as including “an offer or acceptance of any assumption of debt for any undisclosed consideration.”³ Alternatively, Oakwood SNF argued that, without a sworn statement regarding the alleged contract, the emails were not sufficient evidence to create a genuine dispute of material fact.

D. The Summary Judgment Hearing

On September 4, 2024, the circuit court held a hearing on Oakwood SNF’s motion. Following oral argument, the court found that the following facts were undisputed: (1) Patriot Medical and “Oakwood Care Center” executed the Agreement on August 21, 2020; (2) Patriot Medical performed all of the COVID-19 testing at issue by March 11, 2021; (3) on April 30, 2021, Oakwood SNF acquired the Center’s assets and operations pursuant to the OTA and registered the trade name “Oakwood Care Center”; and (4) under the OTA, Oakwood SNF did not assume any of Oakwood Nursing’s liabilities.

³ In its reply, Oakwood SNF also noted that Patriot Medical’s “sparse emails plainly do not constitute a signed writing as specifically required by the statute of frauds for a contract involving the assumption of the debt of another.” (Emphasis retained.)

After reviewing the email chains on which Patriot Medical relied, the circuit court concluded, as a matter of law, that they did “not contain a clear and definite promise” that Oakwood SNF would assume and pay its predecessor’s debt and, “[a]t best[,]” were “vague and indefinite” on that point. The court explained that the emails were “just as easily construed” as reflecting only an intent to “submit . . . the invoice for consideration [of] payment[,]” not an objective manifestation that Oakwood SNF was committing to pay it. Accordingly, it concluded that the emails did not constitute a promise by Oakwood SNF to pay Oakwood Nursing’s invoices and granted the motion for summary judgment. The court memorialized its oral ruling in a written order entered on September 4, 2024. This appeal followed.

DISCUSSION

A. The Parties’ Contentions

Patriot Medical contends that the circuit court erred in granting summary judgment because there was a genuine dispute of material fact as to “whether . . . Oakwood SNF, as a successor company, promised to pay the debt of its predecessor, Oakwood Nursing[.]” It argues that “the email communications between [Patriot Medical] and Deanna Head and Theresa Hershey of Oakwood SNF” generated a genuine issue of material fact regarding whether Oakwood SNF agreed to assume that obligation. Patriot Medical maintains that, by characterizing the emails as too “vague and indefinite” to constitute a promise to pay, the court “usurped the role of the fact finder by weighing the evidence and crediting the evidence presented by Oakwood SNF over the evidence presented by [it].”

Oakwood SNF responds that the court correctly ruled that the emails on which Patriot Medical relies did not manifest the mutual assent required for the formation of a contract. Alternatively, Oakwood SNF argues that Patriot Medical “fail[ed] to offer any evidence that the purported agreement in the emails . . . was supported by consideration, which is an essential element of a contract.” Finally, Oakwood SNF asserts that the emails on which Patriot Medical relies did not satisfy the statute of frauds.

B. Standard of Review

Maryland Rule 2-501 governs motions for summary judgment and provides, in pertinent part: “The court shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f). “Because the decision to grant summary judgment is purely legal, we review it *de novo*, determining for ourselves whether the record on summary judgment presented a genuine dispute of material fact, and if not, whether the moving party was entitled to summary judgment as a matter of law.” *Dett v. State*, 161 Md. App. 429, 441 (2005), *aff’d*, 391 Md. 81 (2006). “In conducting this *de novo* review, . . . we ordinarily are limited to considering the grounds relied upon by the circuit court in granting summary judgment.”⁴ *Asmussen v. CSX Transp., Inc.*, 247 Md. App. 529, 558-59 (2020).

⁴ As noted above, the circuit court granted summary judgment on the ground that the emails did not contain “a clear and definite promise” by Oakwood SNF to assume and pay its predecessor’s debt. It did not reach the issues of consideration or the statute of frauds. Accordingly, we will confine our review to that ground.

When reviewing the grant of a motion for summary judgment, “we must first determine whether material facts are in dispute.” *Hemmings v. Pelham Wood Ltd. Liab. Ltd. P’ship*, 375 Md. 522, 534 (2003). For summary judgment purposes, a “material fact” “is a fact the resolution of which will somehow affect the outcome of the case.” *Romeka v. RadAmerica II, LLC*, 485 Md. 307, 330 (2023) (quotation marks and citations omitted). Accordingly, “[i]n order for there to be disputed facts sufficient for us to hold that granting summary judgment in appellees’ favor was error, there must be evidence on which the jury could reasonably find for appellant.” *Benway v. Maryland Port Admin.*, 191 Md. App. 22, 46 (2010). Conversely, a genuine issue of material fact does not exist where “one party lacks the proof that would be needed to establish an essential element of [its] case to a jury.” *Asmussen*, 247 Md. App. at 557.

In determining whether a genuine dispute of material fact exists, “we construe the facts properly before the court, and any reasonable inferences that may be drawn from them, in the light most favorable to the non-moving party.” *Appiah v. Hall*, 416 Md. 533, 546 (2010) (cleaned up). “To avoid summary judgment, however, . . . the non-moving party must provide detailed and precise facts that are admissible in evidence.” *Id.* See also *Educ. Testing Serv. v. Hildebrant*, 399 Md. 128, 139 (2007). “[M]ere general allegations or conclusory assertions which do not show facts in detail and with precision will not suffice to overcome a motion for summary judgment.” *The Abell Found. v. Baltimore Dev. Corp.*, 262 Md. App. 657, 692 (2024) (cleaned up).

C. Contract Formation

A contract is “a promise or set of promises for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty.” *Maslow v. Vanguri*, 168 Md. App. 298, 321 (quotation marks and citation omitted), *cert. denied*, 393 Md. 478 (2006). “The elements of a contract are offer, acceptance, and consideration.” *B-Line Med., LLC v. Interactive Digit. Sols., Inc.*, 209 Md. App. 22, 46 (2012). “The offer and acceptance are collectively referred to as mutual assent.” *Pyles v. Goller*, 109 Md. App. 71, 81 (1996). A manifestation of mutual assent is, therefore, ““an essential prerequisite to the creation or formation of a contract[.]”” *Advance Telecom Process LLC v. DSFederal, Inc.*, 224 Md. App. 164, 177 (2015) (quoting *Cochran v. Norkunas*, 398 Md. 1, 14 (2007)). *See also Address v. Millstone*, 208 Md. App. 62, 81 (2012) (““Mutual assent is an integral component of every contract.”” (quoting *Kiley v. First Nat’l Bank*, 102 Md. App. 317, 333 (1994))), *cert. denied*, 430 Md. 646 (2013); *Mitchell v. AARP Life Ins. Program, N.Y. Life Ins. Co.*, 140 Md. App. 102, 117 (2001) (“An essential element with respect to the formation of a contract is a manifestation of agreement or mutual assent by the parties to the terms thereof[.]” (cleaned up)).

“[M]utual assent . . . is crystallized when there is a knowing and sufficient acceptance to a certain and definite offer.” *Maryland Supreme Corp. v. Blake Co.*, 279 Md. 531, 541 (1977). Thus, “[m]anifestation of mutual assent includes two issues: (1) intent to be bound, and (2) definiteness of terms.” *Falls Garden Condo. Ass’n v. Falls Homeowners Ass’n*, 441 Md. 290, 302 (2015) (quotation marks and citation omitted). *See also Pattison*

v. Pattison, 491 Md. 551, 562 (2025) (“Mutual assent . . . means that the contract terms are definite and that the parties intend to be bound by them.”). When determining whether the parties intended to be bound, Maryland courts consider the following five factors: ““(1) the language of the preliminary agreement, (2) the existence of open terms, (3) whether partial performance has occurred, (4) the context of the negotiations, and (5) the custom of such transactions[.]”” *Falls Garden*, 441 Md. at 302 (quoting *Cochran*, 398 Md. at 15). When assessing the definiteness of terms, the critical question is whether the essential terms are so vague and uncertain as to make the alleged agreement difficult to administer. *See id.* at 304 (“[T]oo much indefiniteness of terms may invalidate the agreement because of the difficulty of administering the agreement.” (cleaned up)). In addition to being an independent factor, “[t]he indefiniteness of terms bears upon the . . . intent to be bound[.]” *Id.* (quotation marks and citation omitted).

D. Analysis

Patriot Medical makes much of the circuit court’s characterization of the email chains on which it relied as “[a]t best . . . vague and indefinite as to a promise to pay[.]” It contends that the court erred in ruling that the emails did not constitute a promise to pay, arguing that “the question of whether language is too vague or indefinite [to form an enforceable contract] is one for the fact finder.” In other words, Patriot Medical maintains that summary judgment was inappropriate because whether the emails were sufficient to constitute a binding agreement was a question of fact.

Granted, “whether a particular communication is so vague, speculative, or lacking in detail as to constitute no offer at all is largely a question of fact[.]” *Adams v. Cambridge Wire Cloth Co.*, 68 Md. App. 666, 674-75 (1986), *cert. denied*, 308 Md. 382 (1987). However, when “the material facts are not in genuine dispute and a reasonable factfinder could reach only one conclusion . . . , a court may properly resolve the question . . . on a motion for summary judgment.” *Jones v. Smith*, 265 Md. App. 248, 256 (2025). *See also Brady v. State Farm Mut. Auto. Ins. Co.*, 254 Md. 598, 604 (1969) (explaining that, on appeal from summary judgment, where “reasonable minds could reach but one conclusion from the uncontroverted facts, those questions of fact are for this Court to decide as a matter of law”); *Address*, 208 Md. App. at 80 (“[W]here the evidence . . . permits but one conclusion, the question is one of law and the motion [for judgment] must be granted.” (cleaned up)). Thus, although vagueness may be “largely” fact-dependent in some cases, a court may decide the issue as a matter of law where the operative communications are undisputed and, viewed most favorably to the nonmoving party, permit only one reasonable conclusion as to whether they constitute an enforceable agreement.

Consistent with that principle, we have repeatedly affirmed the grant of summary judgment in favor of the defendant in breach-of-contract suits on the ground that the terms of the alleged agreements were too vague and indefinite to be enforceable. *See Mogavero v. Silverstein*, 142 Md. App. 259, 272 (agreeing with the motions court’s characterization of the alleged agreement as “too vague and indefinite to be enforceable” and affirming summary judgment in defendant’s favor), *cert. denied*, 369 Md. 181 (2002); *Dolan v.*

McQuaide, 215 Md. App. 24, 34 (2013) (affirming summary judgment in the defendant’s favor where “the only alleged promise was to help in ‘planning,’ without further detail, and . . . the parties cannot be bound by such vague terms as a matter of law”), *cert. denied*, 439 Md. 331 (2014). Accordingly, Patriot Medical paints with too broad a brush in framing the issue as categorically “for the fact finder.” Where the content of communications is undisputed and permits only one reasonable construction of their objective meaning, the court may properly rule that they are too vague and indefinite to constitute an enforceable agreement as a matter of law. We therefore turn to the email chains on which Patriot Medical relies to determine whether, when viewed in the light most favorable to Patriot Medical, they reflect a clear and definite manifestation of assent by Oakwood SNF to pay its predecessor’s debt.

In an email sent on June 28, 2022, Ms. Conaway advised Ms. Head that Patriot Medical would issue a revised invoice reflecting a \$49,140 credit and send it the following week. Later that same day, Ms. Head responded simply: “Do you have the invoice for me to print out? I don’t see anything attached. If you can send it in PDF form I can print it out and upload it to be sent over for payment.” Ms. Conaway responded that she had “emailed the files[,]” which were “too large to print.”

In a follow-up email sent on August 5, 2022, Ms. Conaway asked when Patriot Medical could expect payment on the invoice, which she stated Patriot Medical had sent on July 13, 2022. In a response sent later that day, Ms. Head advised Ms. Conaway that

she had submitted the invoice for payment on July 14, 2022, resent it the previous day requesting an update, and was awaiting a response.

These email chains concern only the logistics of transmitting, routing, and tracking an invoice. They do not include any language that either states that Oakwood SNF agreed to assume Oakwood Nursing’s debt or could reasonably be construed as a clear and definite promise by Oakwood SNF to pay it. Ms. Head’s request for a PDF of the invoice and her statement that she would “upload it to be sent over for payment” simply reflect her intent to forward the invoice to the appropriate person or department for internal review. Likewise, Ms. Head’s later update that she had submitted the invoice and was awaiting a response simply describes the status of the invoice within Oakwood SNF’s internal process. Neither email amounts to an objective manifestation that Oakwood SNF agreed to pay its predecessor’s obligation.

For the foregoing reasons, even when viewed in the light most favorable to Patriot Medical, the email chains do not supply the clear and definite promise necessary to establish mutual assent to an agreement under which Oakwood SNF would assume and pay Oakwood Nursing’s debt. Because those undisputed communications permit only one reasonable construction, which does not evidence a clear and definite promise, the circuit court properly concluded that they did not constitute an enforceable agreement as a matter

of law. Accordingly, the court did not err in granting summary judgment in Oakwood SNF's favor.

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