Circuit Court for Charles County
Case No. C-08-CV-23-000312
Case No. C-08-CV-24-000579

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2262, 2263

September Term, 2024

MODUPE AJEWOLE

v.

TIMBERLAKE BUILDING AND RENOVATIONS, LLC

Shaw,
Ripken,
Battaglia, Lynne A.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Ripken, J.

Filed: June 16, 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).

This case arises from a dispute in a construction contract. Modupe Ajewole,[1] ("Ajewole") contracted with Timberlake Building & Renovations, LLC ("Timberlake") to perform construction services in building a home for Ajewole. Following the conclusion of Timberlake's services, a dispute arose regarding the project, and Ajewole filed a complaint in the Circuit Court for Charles County. The case was stayed pending arbitration. An arbitration proceeding was held before a retired Maryland circuit court judge ("Arbitrator"), who determined that Ajewole had not sufficiently proven her claims. The circuit court action was subsequently dismissed in a written order. Ajewole then filed, in a new, separate action, a petition to vacate the arbitration award, which Timberlake opposed. Ajewole also filed a motion to reconsider the circuit court's dismissal of her complaint based on her petition to vacate the arbitration award. At a subsequent hearing, the court denied the petition to vacate the arbitration award, and confirmed the court's dismissal of the original complaint. Ajewole noted an appeal in each case, presenting several questions which we have consolidated into the following issue:[2]

[1] In both of the orders to proceed filed in the subject cases, the captions reflect Appellant's name as "Modupe Ajewole," which was also the name reflected in Appellant's filings in the circuit court. In her briefs, Appellant instead identified her name in the case caption as "Modupe Blessing." For clarity and consistency, we shall refer to Appellant in the caption and this opinion as "Ajewole," and in doing so, intend no disrespect.

[2] Ajewole presented the following questions in her brief:

1. Did the [c]ircuit [c]ourt err in denying Appellant an evidentiary hearing on [any] of the factual issues raised in her [p]etition at the hearing held on October 10, 2024[?]
2. Did the [c]ircuit [c]ourt err in denying Appellant an evidentiary hearing on [all] of the factual issues raised in her [p]etition at the hearing held on October 10, 2024[?]

> Whether the circuit court erred in denying the petition to vacate the arbitration award.

For the reasons to follow, we shall affirm the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

Ajewole and Timberlake entered a contract in 2021 for construction of a residence. At the conclusion of the project, Ajewole asserted that aspects of Timberlake's performance had been problematic. In April of 2023, Ajewole filed a complaint in the Circuit Court for Charles County, making claims for breach of contract, breach of warranty, negligence, and unjust enrichment. Timberlake moved to stay the proceedings and to compel arbitration, citing a clause in the contract requiring that "[i]n the event of any dispute between the parties," the "sole option" available to Ajewole was that her claim be submitted to arbitration "by an arbitrator selected from a list of retired circuit court judges"

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3. Did the [c]ircuit [c]ourt err in denying Appellant an evidentiary hearing on [any] of the factual issues raised in her [p]etition at the hearing held on December 20, 2024[?]
4. Did the [c]ircuit [c]ourt err in denying Appellant an evidentiary hearing on [all] of the factual issues raised in her [p]etition at the hearing held on December 20, 2024[?]
5. Did the [c]ircuit [c]ourt err in ruling that Appellant, pro se, was obligated to file a [p]etition to [v]acate within 30 days of the evidentiary hearing – instead of within 30 days of the entry of the [a]rbitration [a]ward – when the alleged misconduct of the [a]rbitrator inter alia in going to lunch with [a]ppellee's counsel but excluding [Ajewole] were facts known to the [a]rbitrator and the [a]ppellee?
6. Did the [c]ircuit [c]ourt err in ruling that Appellant, pro se, was obligated to file a [p]etition to [v]acate within 30 days of the evidentiary hearing – instead of within 30 days of the entry of the [a]rbitration [a]ward – when the alleged misconduct of the [a]rbitrator inter alia in going to lunch with [a]ppellee's counsel but excluding [Ajewole] were [impossible] of cure by the [a]rbitrator?

(Emphasis and bolding omitted).

who would use the rules published by the American Arbitration Association. (Emphasis omitted). The court granted Timberlake's motion, and in May of 2023, the case was stayed pending arbitration.

In December of 2023, Timberlake filed a motion to dismiss the complaint, asserting that under the circumstances, Ajewole was required to arbitrate her claims, and as her sole remedy was arbitration, the case should be dismissed rather than "stayed in perpetuity."[3] Ajewole did not respond to the motion to dismiss. The court scheduled a hearing on the motion, which it postponed and rescheduled at Ajewole's request. At the hearing in May of 2024, the court stayed consideration of the motion to dismiss pending arbitration, indicating it would hold a future hearing to determine the status of the arbitration.

Arbitration was held on May 22, 2024. In a twenty-page Determination and Award of Arbitrator, the Arbitrator determined that Ajewole failed to prove her claims, and therefore denied them. The opinion was issued on July 15, 2024. On July 19, 2024, Timberlake filed a copy of the Determination and Award of Arbitrator as a supplement to its motion to dismiss the complaint. New counsel entered his appearance on behalf of Ajewole on July 25, 2024. On August 1, 2024, the circuit court entered an order granting Timberlake's motion to dismiss with prejudice.

[3] Underlying Timberlake's motion was an assertion, accompanied with exhibits, that the parties had scheduled an arbitration; Ajewole, through her counsel, had accepted a settlement offer, leading to Timberlake cancelling the arbitration. Subsequently, Ajewole's counsel sought to withdraw from the circuit court case, and Ajewole posted a negative online review regarding Timberlake, stating her belief that she found the proposed settlement to be "ridiculous" and that the case was "in [c]ourt[.]"

Petition to Vacate Arbitration Award

On August 3, 2024, Ajewole initiated a new action by filing a petition to vacate the arbitration award. Ajewole asserted that the Arbitrator had prevented her from presenting some testimony, evidence, and questions at the arbitration. She further claimed that the arbitration award was required to be vacated due to "evident partiality[.]" Ajewole claimed in her petition and attached affidavit that during a lunch break on the day of arbitration, the Arbitrator and Timberlake's counsel went "out to lunch together[,]" which she asserted manifested "evident partiality[.]"[4]

Timberlake responded to the petition by filing a motion to dismiss, or in the alternative, for summary judgment concerning Ajewole's petition. Timberlake contended that as a matter of law, Ajewole's allegations concerning ex parte communications were required to have been made prior to the issuance of the arbitration decision. Timberlake noted that after the arbitration, Ajewole paid her half of the arbitrator's fee and did not object at that time either. In the event the court reached Ajewole's factual assertions, Timberlake indicated that there was a dispute of fact, as counsel neither attended lunch the

[4] In her affidavit, Ajewole stated that "[d]uring a break in the arbitration proceedings for lunch, I was shocked that the Arbitrator, the attorney for [r]espondent, and the [r]espondent went out to lunch together. They did not invite me to go with them or suggest that lunch be brought to us. The two of them going out together for lunch during the proceedings – and leaving me alone -- manifested 'evident partiality' by the Arbitrator in favor of the [r]espondent." Ajewole continued, stating that after the proceedings ended, "the [r]espondent and the [r]espondent's attorney walked [] the [A]rbitrator to his car for [a] private conversation between the Arbitrator and [r]espondent's attorney. I was excluded by the Arbitrator and the [r]espondent's attorney from that conversation." Ajewole did not explain in the affidavit how she came to learn of these alleged events or how she came to know the content of the alleged conversations.

Arbitrator, nor walked him to his car.[5] Timberlake argued that Ajewole did not identify what evidence was excluded or how the alleged exclusion deprived her of a fundamentally fair hearing.

Ajewole opposed the motion for summary judgment. She did not respond to Timberlake's argument that she was required to have raised an objection concerning her allegations of bias prior to the issuance of the arbitration award; nor did she identify what evidence she was not permitted to present or whether that impacted her case. The focus of her opposition was to recite the assertions contained in her affidavit, and posit that based on the affidavit, there was a genuine dispute of fact concerning whether Timberlake's counsel took the Arbitrator to lunch and walked him to his car.

In reply, Timberlake reiterated that to succeed on a petition to vacate based on evident partiality, Ajewole was required to have objected to the alleged conduct prior to the issuance of the decision, in addition to demonstrating how the alleged conduct affected the decision. Because Ajewole had done neither, she could not succeed on her petition to vacate as a matter of law, and summary judgment was appropriate.

[5] Timberlake supported this contention with an affidavit of counsel who attended arbitration, indicating that this was counsel's first arbitration with the Arbitrator, and that he did not communicate with the Arbitrator in an ex parte manner. Counsel further affirmed that he was with Timberlake's representative during the entirety of the arbitration and neither of them had lunch with the Arbitrator. Counsel further averred that while he walked Timberlake's representative to his car, the Arbitrator was not with them and nor did counsel speak to him at that time.

Motion for Reconsideration of Dismissal of Original Case

On August 14, 2024—more than ten days after the entry of the court's order dismissing the construction case—Ajewole, through counsel, filed a motion seeking reconsideration of the court's dismissal of her complaint. Ajewole based her request on her recently filed petition to vacate the arbitration award. Timberlake opposed the motion, arguing that because Ajewole's exclusive litigation forum was arbitration, even if her petition to vacate the arbitration award was granted, the outcome would only provide Ajewole a new arbitration. Timberlake further asserted that Ajewole's petition to vacate was unlikely to succeed given her failure to raise a timely objection, and the petition therefore should not serve as a basis to reconsideration of the court's dismissal of the action.

October 2024 Hearing

In October of 2024, the court conducted a hearing on Ajewole's motion for reconsideration. Ajewole's counsel argued that because a petition to vacate had been filed, the arbitration was not final, and dismissal of the original complaint had been premature. Timberlake argued that as the case had been compelled to arbitration without appeal, Ajewole had no recourse in the circuit court case, and there was no basis for the case to remain open. Moreover, even if Ajewole was successful in her petition to vacate the arbitration award, the remedy was a new arbitration rather than reopening the dismissed case.[6] The court indicated that it would take the matter under advisement and have an order to the parties as quickly as possible.

[6] At the conclusion of argument, Ajewole's counsel posited that it would benefit Ajewole for the original case to remain open while arbitration was pending in the event an arbitrator

December 2024 Hearing

In December of 2024, the court conducted a hearing on the pending motions in both cases. Ajewole asserted that her affidavit demonstrated evident partiality on the part of the Arbitrator. The court inquired concerning what facts in the affidavit demonstrated how Ajewole knew the parties were going to lunch or the content of the alleged conversation. Ajewole's counsel asserted his understanding was from his client and indicated that the court should accept Ajewole's affidavit as to what occurred. Timberlake's counsel responded, indicating the location of the office, and repeating the assertion in his affidavit that he was with his client for the duration of the arbitration, and they never went to lunch. Counsel reiterated that the arbitration agreement required the arbitrator to be selected from a list of retired judges, and that this was his first arbitration with the Arbitrator. Aside from Ajewole's factual allegations, Timberlake argued that as a matter of law, Ajewole could not demonstrate evident partiality because to do so, she was required to have objected prior to the issuance of the award. Timberlake contended that in addition, even if a timely objection is noted, the party seeking to vacate the award must also demonstrate prejudice.

Ajewole's counsel acknowledged that there was no separate objection. He claimed that Ajewole could not have known that she needed to make an objection until after she lost and hired a new attorney. He asserted, without citing authority, that summary judgment could not be granted prior to an evidentiary hearing being held.

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came to be under the misimpression that the statute of limitations had run—an issue not raised in the motion for reconsideration. Timberlake's counsel indicated agreement to waive the statute of limitations issue, as the complaint was filed within limitations, and the status of the case thereafter did not impact limitations.

The court then ruled concerning Ajewole's failure to make an objection. The court explained that there was not an objection by Ajewole when there should have been. Referring to *Graceman v. Goldstein*, 93 Md. App. 658 (1992), *cert. denied*, 329 Md. 336 (1993), the court noted the following language: "[I]f, in fact, the buyers were so troubled by this conduct, it was their obligation to raise a formal objection at the time of that conduct by the arbitration. They did not do so, thus they waived their right to object after the award was rendered." The court observed that under *Graceman*, "where a party has knowledge of the facts possibly indicating bias or partiality on the part of the arbitrator, he cannot remain silent and later object to the award of the arbitrators on that ground." The court then stated: "So, I think as a matter of law, I have to deny the motion to vacate the award." The court noted that its decision did not consider the factual allegations or denials discussed in the affidavits, as the ruling was made as a matter of law regarding the absence of an objection.

The court then turned to an interchange regarding how its ruling impacted Ajewole's motion to reconsider the dismissal of the original case. Ajewole explained that the basis of the motion to reconsider was that the case should remain open "until everything's resolved in the arbitration." To the extent that the court's order denying the petition to vacate was final, Ajewole acknowledged that the original case need not remain open. Apparently operating under the belief that the motion to reconsider had been denied at the October hearing, Ajewole asserted that if the case was over, counsel wanted "it to be over today, not back in October" for purposes of timeliness of the appeal. Timberlake consented to

having the original case concluded as of the day of the hearing. The court indicated that the original case "by consent of the parties is dismissed[.]"

Following these rulings, the court confirmed that both the original case and the petition to vacate case were closed for circuit court purposes, and "the clock for your appeal . . . is starting today."

A hearing sheet was entered on the record in each case. In the original case, the hearing sheet reflected that "[b]y consent, the case is dismissed as of 12/20/2024. Case is closed." In the petition to vacate case, the hearing sheet reflected that "[a]rguments [were] heard on plaintiff's motion to vacate arbitration award. Court denies. Case is closed." Neither hearing sheet was signed by the judge; however, each hearing sheet bore what appear to be initials of the court clerk.

Ajewole noted appeals in each case within thirty days of the December 2024 hearing. While on appeal, the two cases were consolidated.

DISCUSSION[7]

THE CIRCUIT COURT DID NOT ERR IN DENYING AJEWOLE'S PETITION TO VACATE THE ARBITRATION AWARD.

A. Party Contentions

Ajewole claims that the circuit court erred in denying her petition to vacate the arbitration award. She asserts that the evident partiality she alleged in her affidavit would

[7] Pursuant to the Courts and Judicial Proceedings Article, section 12-301 of the Maryland Code (1974, 2020 Repl. Vol.) ("CJP")—the statute that grants parties the statutory right to appeal—a party generally has a right to appeal only "from a final judgment entered in a civil or criminal case by a circuit court." *Adelakun v. Adelakun*, 491 Md. 1, 19 (2025) (quoting CJP § 12-301). An order satisfies the characteristics of a final judgment if: (1) it

not have been curable had she raised it in a timely manner, and thus, she asserts, *Graceman* is inapplicable. She contends that she was entitled to an evidentiary hearing.

Timberlake argues that the circuit court did not err in denying the petition to vacate the arbitration award. It posits that Ajewole waived any claim of arbitrator impartiality when she failed to raise a claim of bias prior to the issuance of the arbitrator's opinion. In addition, Timberlake contends that Ajewole failed to demonstrate a nexus between the alleged bias and the portion of the arbitration decision impacted by that bias.

B. Standard of Review

"An appellate court reviews without deference a trial court's ruling on a petition to vacate an arbitration award." *Prince George's Cnty. Police Civilian Employees Ass'n v. Prince George's Cnty. ex rel. Prince George's Cnty. Police Dept.*, 447 Md. 180, 192 (2016) (citation omitted). Because arbitration is favored and encouraged in Maryland due to its

is intended by the circuit court "as an unqualified, final disposition of the matter in controversy;" (2) it adjudicates, or completes adjudication of, "all claims against all parties;" and (3) the clerk makes a proper record of it on the docket. *Waterkeeper All., Inc. v. Maryland Dep't of Agric.*, 439 Md. 262, 278 (2014) (internal citations and quotation marks omitted). Ordinarily, a final judgment is required to be set forth on a separate document that is "signed by either the judge or the clerk." *Hiob v. Progressive Am. Ins. Co.*, 440 Md. 466, 478–79 (2014). However, the separate document requirement may be waived by the parties under limited circumstances, "but only when a party is not prejudiced by the waiver." *Id.* at 480; *see also Suburban Hosp., Inc. v. Kirson*, 362 Md. 140, 156 (2000) (holding that the separate document requirement may be waived, and was waived in a case where it was clear the docket entries based on a jury verdict were intended to represent a final judgment and "where no party has objected to the absence of a separate document"). Here, although the hearing sheets were not signed by the judge or a clerk, the court's comments at the December 2024 hearing reflect an intent for its decision to form a final judgment, and no party objected to or was prejudiced by the absence of a separate document. The separate document requirement appears to have been waived under the circumstances of the present case. *See Hiob*, 440 Md. at 479–80; *see also Kirson*, 362 Md. at 156.

status as an "informal, expeditious, and inexpensive alternative to conventional litigation[,]" *id.* (quoting *Amalgamated Transit Union v. Lovelace*, 441 Md. 560, 576 (2015)), judicial review of an arbitration award is therefore "very narrowly limited." *Id.* (quoting *Downey v. Sharp*, 428 Md. 249, 268 (2012)) (brackets omitted).

C. Analysis

Section 3-224 of the Courts and Judicial Proceedings Article to the Maryland Code (2020 Repl. Vol.) ("CJP") outlines the procedures and bases under which a circuit court may vacate an arbitration award.

> [A] court shall vacate an [arbitration] award if: (1) An [arbitration] 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 [CJP] § 3-213 . . . as to prejudice substantially the rights of a party; or (5) There was no arbitration agreement as described in [CJP] § 3-206, the issue was not adversely determined in proceedings under [CJP] § 3-208 . . . and the party did not participate in the arbitration hearing without raising the objection.

CJP § 3-224(b) (emphasis added). "[T]he establishment of evident partiality requires more than speculation and bald allegations of bias; in other words, the moving party must prove facts sufficient to permit an inference that there was indeed partiality by an arbitrator." *Parks v. Sombke*, 127 Md. App. 245, 250–51 (1999) (citing *Wyndham v. Haines*, 305 Md. 269, 279 (1986)). This Court has held that conduct allegedly evidencing an arbitrator's partiality, if known to petitioners, must be objected to prior to the issuance of the arbitration

award. *Graceman*, 93 Md. App. at 661. Moreover, we have held that "post-award 'partiality' cannot form the basis for vacation of an award[.]" *Id.*

Because *Graceman* is both dispositive and illustrative of the concepts at issue in this case, we shall examine this case in detail. *Graceman* involved an agreement between the owners of a declining business ("the Gracemans") and a group of investors ("Buyers"). *Id.* Under the agreement, the Buyers would purchase stock in the business in exchange for certain funds, to be paid in a specified manner. *Id.* at 661–62. There were breaches of the agreement, and the business ultimately failed. *Id.* at 662. The Gracemans filed an indemnification action against the parties, and the parties agreed to arbitration. *Id.* at 663. A series of arbitrations were held, and the arbitrator ultimately issued an award in favor of the Gracemans, denying all the Buyers' claims. *Id.*

After the award was issued, the Buyers filed a petition to vacate the award asserting, among other grounds, that the arbitrator had "exhibited evident partiality by telling Buyers' counsel during a break in the hearing how sorry he felt for Lloyd Graceman because of Graceman's poor physical condition and how very brave Graceman was to testify in his condition." *Id.* at 664 (quotation marks and brackets omitted). The Gracemans opposed this petition, filing an affidavit acquired from the arbitrator that denied the Buyers' assertions. *Id.* The Buyers responded that the affidavit demonstrated further evidence of partiality. *Id.* At a hearing on the petition, the Buyers later alleged that in addition to their prior allegations of partiality, "the arbitrator was seen driving with the Gracemans to or from the airport in Florida." *Id.* at 665. The circuit court granted the petition to vacate.

On appellate review, this Court reviewed the claims of alleged partiality from during the proceedings, or before the award, as well as the alleged post-award conduct. We explained that the Buyers, having been aware of the circumstances they alleged constituted bias prior to the issuance of the award, were obligated to raise an objection. *Id.* at 671. We elaborated:

> As recognized by the trial court, the Buyers are too late in their assertions of bias based on the arbitrator's conduct during the proceedings. If, in fact, the Buyers were so troubled by this conduct, it was their obligation to raise a formal objection at the time of that conduct by the arbitrator. They did not do so; thus, they waived their right to object after the award was rendered. *It is well-established that parties to an arbitration waive their objections to arbitrator bias or other allegedly improper behavior by the arbitrator if, knowing of the alleged, biased, or improper conduct, they do not object to it prior to the arbitration award when there is still an opportunity to rectify the alleged errors*.

Id. at 671 (collecting cases) (emphasis added).

The Court observed that "[w]here a party has knowledge of facts possibly indicating bias or partiality on the part of the arbitrator[,]" that party "cannot remain silent and later object to the award of the arbitrators on that ground." *Id.* at 672 (citation omitted). The Court further explained that the question to be addressed by a court in determining when an arbitration award is to be vacated for "evident partiality" is "whether the arbitration *proceedings* were fundamentally unfair." *Id.* at 669 (emphasis in original) (citation omitted). Thus, "[a] trial court's review should focus not on the conduct of an arbitrator after an award has been rendered, but on the impartiality of the arbitrator during the proceedings." *Id.*

Here, in the circuit court, Ajewole claimed to have observed the Arbitrator, Timberlake's counsel, and Timberlake's representative going to lunch "during the arbitration."[8] She further claimed to have observed Timberlake's counsel walking the Arbitrator to his car.[9] From May 22, 2024, when the arbitration was held, until July 15, 2024, when the arbitration award issued, Ajewole did not object, raise a claim of bias, or seek any form of relief concerning the circumstances that she claimed to have observed. Paraphrasing from *Graceman*: if, in fact, Ajewole was so troubled by this conduct, it was her obligation to raise a formal objection at the time—or at any time between the arbitration and the issuance of the award—complaining of the arbitrator's alleged conduct. *See* 93 Md. App. at 671. Ajewole remained silent while there was an opportunity to rectify the alleged errors, and thus waived her right to object after the award was rendered. *See id.* In other words, Ajewole, allegedly having "knowledge of facts possibly indicating bias or partiality on the part of the arbitrator[,]" by remaining silent, waived her ability to "later object to the award of the arbitrators on that ground." *See id.* at 672. Thus, under *Graceman*, to avoid

[8] Ajewole claims on appeal for the first time that arbitration was concluded when the alleged lunch excursion took place, and therefore there was no opportunity to object. We note that this argument is contrary to her argument before the circuit court, and it is not preserved. Even if we accepted Ajewole's argument, she still failed to engage in any objection to the alleged improper conduct for when there was still an opportunity to rectify the alleged errors. *See Graceman*, 93 Md. App. at 671.

[9] The alleged interaction involving the walk to the car took place after the conclusion of the arbitration, and such a scenario appears to have limited value on the question of "whether the arbitration *proceedings* were fundamentally unfair." *Graceman*, 93 Md. App. at 669 (emphasis in original). Nevertheless, because this alleged interaction occurred prior to the issuance of the arbitration award, we will not exclude it from our analysis.

waiver of a claim of bias—including evident partiality—a claimant is required to object prior to the issuance of the arbitration award.[10]

Ajewole cites *Birkey Design Grp., Inc. v. Egle Nursing Home, Inc.*, 113 Md. App. 261 (1997) for the proposition that *Graceman*'s primary rationale was to ensure parties voice their objections so the arbitrator could cure them. In Ajewole's view, that rationale does not apply in this case because she cannot envision a scenario in which the arbitrator could have cured the alleged bias had she made an objection. We do not share Ajewole's limited view of *Graceman* or *Birkey*. First, *Graceman*, like this case, involved allegations of evident partiality known at the time of the arbitration, and which were not acted upon until after the award issued. In that factually identical case, this Court determined in an evident partiality case, it is "well-established" that a party must object to conduct if known "prior to the arbitration award when there is still an opportunity to rectify the alleged errors." 93 Md. App. at 671. Second, the citation in *Birkey* to which Ajewole refers did not limit *Graceman*'s holding. Instead, this Court in *Birkey* explained that although *Graceman* was an evident partiality case, the objection requirement it announced was also applicable in circumstances of alleged arbitrator overreach. *See* 113 Md. App. at 269–70. There is no

[10] CJP section 3-224(a)(2) contemplates guidance for a party petitioning to vacate an arbitration "[i]f a petition alleges corruption, fraud, or other undue means[.]" Under that scenario, the statute requires the party seeking to vacate the award to file within thirty days "after the grounds become known or should have been known to the petitioner." *Id.* Here, however, the statute does not apply because Ajewole was aware of the events she claimed to observe on May 22, 2024, nearly two months before the issuance of the arbitration award.

merit to Ajewole's contention that she should have been excluded from *Graceman's* objection requirement.

Finally, Ajewole repeats throughout her brief that she was entitled to an evidentiary hearing on her petition to vacate the arbitration award. She cites no authority for this proposition; nor did she provide any such authority at argument in this case. "The purpose of the summary judgment procedure is not to try the case or to decide the factual disputes, but to decide whether there is an issue of fact, which is sufficiently material to be tried." *Matthews v. Howell*, 359 Md. 152, 161 (2000) (citations omitted). Accordingly, when hearing a motion for summary judgment, "the function of the judge is 'much the same'" as the role performed "'at the close of all the evidence in a jury trial when motions for directed verdict'" require the determination of "'whether an issue requires resolution by a jury, or is to be decided by the court as a matter of law.'" *Castiglione v. Johns Hopkins Hosp.*, 69 Md. App. 325, 332 (1986) (quoting *Vanhook v. Merchants Mut. Ins. Co.*, 22 Md. App. 22, 25–26 (1974)) (further citation omitted). In other words, if a case is to be decided as a matter of law, there is no need for a subsequent trial or evidentiary hearing. *See id.* Here, the circuit court determined as a matter of law that the petition to vacate must be denied because Ajewole did not make a timely objection to the alleged conduct, as described *supra*. To the extent that a motion hearing was required under Maryland Rule 2-311(f),[11]

[11] Maryland Rule 2-311(f) provides in part that "[e]xcept when a rule expressly provides for a hearing, the court shall determine in each case whether a hearing will be held, but 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." Here, Ajewole requested a hearing in her opposition to Timberlake's motion to dismiss or, in the alternative, motion for summary judgment.

prior to the disposition of Ajewole's claim, we note that the circuit court conducted a hearing on Ajewole's petition—which included her affidavit—prior to disposing of all the claims. In the absence of any authority requiring a hearing beyond the one conducted by the circuit court, we perceive no error in the court's denial of Ajewole's petition without an additional hearing.

The circuit court did not err in denying Ajewole's petition to vacate the arbitration award.[12]

JUDGMENTS OF THE CIRCUIT COURT FOR CHARLES COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.

[12] We note that Ajewole also appealed the court's decision concerning the dismissal and denial of the motion for reconsideration in the original case. However, Ajewole made no reference or argument concerning this decision in any of her briefs. We will not consider this issue, as "[a]n appellate court is not required to address an argument on appeal when the appellant has failed to adequately brief" the argument. *Boston Scientific Corp. v. Mirowski Family Ventures, LLC*, 227 Md. App. 177, 209 (2016) (citations omitted); *see also* Md. Rule 8-504(a)(6) (requiring an appellate brief to contain "[a]rgument in support of the party's position *on each issue*" (emphasis added)).