UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0925

September Term, 2013

MELISSA GREENE HARRISON

v.

SARAH SHEROKE

Woodward,
Nazarian,
Reed

JJ.

Opinion by Reed, J.

Filed: May 13, 2015

This action arose out of a 50/50 business partnership appellant, Melissa Greene Harrison, and appellee, Sarah Sheroke, entered into in May 2004. The business partnership was called Home Elegance & Design, LLC and Designer's Elegance, LLC., (the "Businesses"). Both companies were involved in the interior design business. Home Elegance provided furniture and furnishings to the general public. Designer Elegance provided wholesale furniture and furnishings to interior designers and others working in the interior design industry.

The matter before us arises from a Motion for an Ex Parte Temporary Restraining Order filed on October 19, 2005, by appellee against appellant, because of suspected misconduct related to the two businesses they owned. The primary issues on appeal are whether appellant's Motion for Modification or Correction of the Arbitration Award ("Motion for Modification or Correction of Award"), filed on December 5, 2011, and appellant's Motion to Extend Time to Extend Time to Object to Arbitration Award, or in the Alternative, to Vacate Arbitration Award and Incorporated Memorandum of Law ("Motion to Vacate Award"), filed on October 9, 2012, were timely. The Circuit Court for Harford County denied the motion on June 10, 2013 as untimely. Appellant argues that the circuit court erred in its decision, raising the following questions on review, which we rephrase and condense as follows:[1]

[1] Appellants presented her questions originally as:

1. Did the Circuit Court for Harford County err as a matter of fact in affirming an arbitration award when Courts and Judicial (continued…)

1. Did the circuit court err when it denied appellant's Motion for Modification or Correction of Award as untimely?

2. Did the circuit court err when it denied appellant's Motion to Vacate Award as untimely?

We answer both questions in the affirmative, and vacate the circuit court's order. Because we vacate and remand to the circuit court for further proceedings, we will not address the merits in appellant's various motions.

(…continued)
Proceedings Article of the Annotated Code of Maryland Section 3-224 requires that such an award not be procured through undue means?

2. Did the Circuit Court for Harford County err as a matter of fact in enforcing an arbitration award when Courts and Judicial Proceedings Article of the Annotated Code of Maryland Section 3-224 requires such awards be vacated where prejudicial misconduct to the rights of Ms. Greene Harrison are evident?

3. Did the Circuit Court for Harford County err as a matter of law in enforcing an arbitration award that was incomplete and not finalized failing to achieve the purpose of the Maryland Uniform Arbitration Act due to an absence of fact-finding as described by Md. Rule 17-102(e) resulting in the arbiter exceeding their powers?

4. Did the Circuit Court for Harford County err as a matter of fact in failing to provide that a party may apply for modification or correction of an award within twenty (20) days after the delivery of the award to an applicant according to Courts and Judicial Proceedings Article of the Annotated Code of Maryland Section 3-222(a)?

FACTUAL AND PROCEDURAL BACKGROUND

On October 19, 2005, appellee filed a Motion for Ex Parte Temporary Restraining Order ("TRO"), accompanied by an affidavit. Appellee's affidavit alleged that appellant engaged in acts that were harmful to the Businesses, including disparaging the Businesses, competing with the Businesses, and diverting the Businesses' assets and misappropriating the Businesses' names. That same day, the circuit court granted the TRO to preclude appellant from entering the Businesses, and to refrain from such acts described in appellee's TRO.

On January 16, 2007, appellant filed a Counter Complaint for Partition of Property or Sale in Lieu Thereof. The property was real estate located on 3410 White Avenue in Baltimore City, owned jointly by appellant, appellee, and appellee's husband ("the Property"). Appellee filed an Answer to the Counter Complaint on March 22, 2007, and filed her Complaint for Involuntary Dissolution, Accounting and Contribution. Count I for Dissolution sought dissolution of the Businesses; count II for Accounting sought an order requiring appellant to account for all sums due to appellee and Businesses; count III for Contribution alleged that appellee had paid appellant's share of the Property's mortgage, real estate taxes, repair costs, and maintenance costs. The complaint sought judgment in the amount of $18,606.05 plus interest and costs, which represents appellant's unpaid portion of these costs and expenses.

On May 23, 2008, the parties partially resolved the dispute through settlement, and entered into a Consent Order. During the period between May 23, 2008 and May 10, 2010, there were numerous disputes concerning the enforcement of the consent order.

On May 4, 2010, the parties appeared before the court for a status conference. At that status conference, the parties agreed to engage Aimee O'Neill and O'Neill Enterprises to auction the Property. The proceeds of the sale were to be held in escrow by O'Neill Enterprises. The parties also agreed to retain O'Neill Enterprises as an arbitrator ("the arbitrator"). The arbitrator was to examine all of the claims in the case and the books, records and tax returns of the Businesses. Based on the review, the arbitrator was to wind up the affairs of the LLC using proceeds of the sale of the Property to satisfy the debts determined by the arbitrator to be legitimately owed to vendors, other companies, and/or the individual parties themselves. The arbitrator's decision was to be final and binding.

On November 18, 2010, the circuit court entered another order clarifying the settlement agreement between the parties. It specified that the parties had consented and agreed to a number of issues, including the appointment of Michael Birch as Trustee to oversee the details of the sale of the subject Property; and Mr. Birch, with the assistance of O'Neill Enterprises, would conduct an auction of the subject Property; the Parties would provide to O'Neill Enterprises and to each other, the financial and tax records of the Businesses; O'Neill Enterprises shall conduct a complete and binding reconciliation of the finances of the Businesses and by using the net proceeds from the auction, shall satisfy monies determined to be owed to any creditor, including appellee or appellant; and the circuit court reserved to the parties the rights contained in the Maryland Uniform Arbitration Act ("the Arbitration Act"), Maryland Code (1974, 2006 Repl. Vol.), §§ 3-201 et seq. of the Courts and Judicial Proceedings Article ("C.J."), with respect to modifying, correcting or vacating an arbitration award.

On August 18, 2011, the arbitrator provided an initial award to the court-appointed trustee. On October 28, 2011, the arbitrator issued an accounting report of the arbitration award that supplemented the August 18, 2011 report. Appellant, through her counsel, claimed that she did not receive the accounting report until November 16, 2011, when appellee's counsel sent the report. Appellant filed her Motion for Modification or Correction of Award on December 5, 2011. Appellant alleged, among other things, that the arbitrator misapplied the law, made erroneous factual findings, and therefore rendered a faulty decision.

On December 14, 2011, appellee's attorney submitted an e-mail memorandum responding to appellant's Motion for Modification or Correction of Award, and provided additional information to clarify and/or supplement the arbitrator's analysis. The memorandum addressed the arguments pointing to accounting records substantiating the credits at issue and setting forth appellee's position that appellant should be responsible for the debts of the Businesses incurred after her departure because of the delays that she caused in bringing the case to a conclusion. Upon receipt of the memorandum and appellant's Motion for Modification or Correction of Award, the arbitrator issued an e-mail to the trustee, Michael Birch, indicating that the conclusions drawn by appellee's memorandum were in conformity with her recommendations, and revised the reward upward to $138,277.14. The e-mail noted that her analysis was based solely on information provided by the parties, and without independent verification. It also stated that "[s]preadsheets are not sufficient support when the analysis is in dispute" and asked the parties to "please advise."

On December 22, 2011, Counsel appeared before the circuit court for a status conference. The conference resulted in the issuance of another order related to this settlement, which instructed the trustee to release to appellee all amounts being held in escrow. It also stated that the parties had ten days from the date of the order to move to modify, correct, or vacate the arbitration award in accordance with the settlement agreement and arbitration rights contained in the Arbitration Act. It also stated that the arbitrator shall render a final reconciliation within twenty-five days from the date of the order, "which shall be and remain binding on the parties[.]" The arbitrator sent an e-mail stating she "reviewed the Court Order" and she was "prepared to render an opinion based on the information provided AND the agreements of the parties that the information provided is not in dispute. If the parties dispute the information, then it will be necessary to provide bank statements and cancelled check to substantiate the information which has been provided to date. Please advise." Appellant's counsel responded to the arbitrator's e-mail that he "had nothing further to submit" and that he anticipated the arbitrator's updated reconciliation within twenty-five days as required from the court order.

On December 27, 2011, Counsel for the parties conducted a document review at appellee's residence during which appellant was provided with access to 10-15 boxes of records. Appellant submitted a Supplemental Memorandum in support of her claim to the arbitrator on January 9, 2012. The Memorandum acknowledged that appellant had examined physical copies of the financial documents underlying the QuickBooks spreadsheets and that digital copies of the physical records had been produced to appellant's prior counsel. Appellant argued that the arbitrator's decision might be

inaccurate because the QuickBooks spreadsheets underlying the reconciliation might be wrong. Appellant requested the arbitrator review unspecified hard copy materials and revise her reconciliation based on those unidentified materials.

As of May 22, 2012, the arbitrator had not submitted a final reconciliation as required under the December 22, 2011 Order. Appellee's counsel sent a letter to the circuit court on May 9, 2012, requesting that a "final reconciliation" be rendered, as the "delay [wa]s causing substantial prejudice to [his] client." In response, the circuit court sent a letter to the arbitrator also asking for a final reconciliation on May 24, 2012. On July 11, 2012, the arbitrator sent another e-mail to appellee's counsel and Mr. Birch, the trustee, stating that "the analysis of the data which was provided remains the basis of my opinion of arbitration, as has been my stated position in the reports of October 28, 2011, and December 14, 2011." That e-mail also attached her previous December 14, 2011 e-mail.

Appellee's counsel's letter to the circuit court, on September 11, 2012, following a status conference on that same day, included the arbitrator's December 14, 2011 e-mail from the arbitrator confirming that appellee's memorandum was in conformity with her award recommendation. Appellee's counsel stated that the e-mail was the arbitrator's "final reconciliation." That letter also stated that the circuit court had given appellant until October 11, 2012 to review the materials and consider her rights under the Arbitration Act.

On October 9, 2012, appellant's new attorney, filed the Motion to Vacate Award, which also included a motion to modify or correct the award. According to appellant's motion, appellee's counsel's letter to the circuit court was not received until September 19, 2012. Appellant then issued a subpoena seeking documentation to substantiate the

QuickBook entries. Appellee responded to the motion, and filed a Motion to Quash Subpoena and Request for Immediate Sanctions on the grounds that the subpoena was procedurally deficient and it requested documentation that was already provided over fourteen months ago.

The circuit court held another status conference on October 11, 2012, and sent another letter to the arbitrator requesting a "final report" on the same day. On January 1, 2013, the arbitrator sent a letter to appellee's counsel stating that her opinions rendered on October 28, 2011, and on December 14, 2011 are her "final determinations which [she is] able to render in this matter, based on the information provided."

On June 10, 2013, the circuit court held that because the supplemental accounting report dated October 28, 2011, was the date that the award was delivered to appellant, and therefore, had twenty days from that date to file a Motion for Modification or Correction of Award to the arbitrator. The circuit court also held that the final award was delivered to appellant on December 22, 2011, the date the Order was issued, and thus appellant had ninety days from that date (March 1, 2012) to modify or correct the award. Because it was filed on October 9, 2012, 202 days after the deadline, the circuit court denied the motion as untimely. It also granted appellee's Motion to Quash based on appellant's untimely actions and because production of the requested documents were pointless given that the parties had already entered a binding and final arbitration award. The court issued an order entering a judgment against appellant in favor of appellee.

On June 20, 2013, appellant entered a Motion to Alter/Amend Judgment and Memorandum. The motion asserted that appellant had been denied access to financial

records necessary to establish her case before the arbitrator. It also asserted that the QuickBooks evidence presented by appellee during the arbitration was insufficient. On June 26, 2013, appellee responded to the Motion to Alter arguing that it was procedurally improper because the case was governed by the Uniform Arbitration Act.

Appellant filed a Notice of Appeal on July 10, 2013. On January 17, 2014, appellant filed a Motion to Extend Time for Filing Appellant's Briefs. Appellee filed a response opposing the request for an extension or, in the alternative, a motion to dismiss based on appellant's failure to file briefs and record extracts before the January 16, 2014 deadline. Appellant filed her brief and a record extract on January 30, 2014. On March 5, 2014, this Court granted appellant's Motion to Extend Time, ordered appellee to show cause, in writing, why the Court should not grant appellant's motion to supplement the record, and gave appellant until April 4, 2014 to file corrected briefs and extracts. Appellant filed the corrected materials on April 2, 2014, thus the appeal was allowed.

DISCUSSION

A. Parties' Contentions

Appellant argues that the court erred in holding that appellant failed to timely file her Motion for Modification or Correction of Award. Appellant argues she had not received the report until November 16, 2011, and therefore, her motion filed on December 5, 2011, was well within the statutory deadline. Appellant also argues that the circuit court erred in concluding that the final award was delivered to appellant on December 22, 2011, the date the circuit court order was issued. Appellant argues that the December 22, 2011 Order was not the final award.

Appellee counters that any error on the part of the circuit court with respect to the timeliness of appellant's Motion to Vacate Award was harmless. Appellee also argues that neither of Appellant's motions advances a statutory basis for vacating an arbitration award.

B. Standard of Review

Judicial review of an arbitrator's decision is extremely limited, and a party seeking to set aside has a heavy burden. *See Kovacs v. Kovacs*, 98 Md. App. 289, 303 (1993), *cert. denied*, 334 Md. 211 (1994). "Courts generally refuse to review arbitration awards on the merits, reasoning that the parties are required to submit to the judgment of the tribunal of their own selection and abide by the award." *Int'l Ass'n of Firefighter, Local 1619 v. Prince George's County*, 74 Md. App. 438, 444 (1988) (citation and internal quotation marks omitted).

Review of an arbitrator's decision under the Arbitration Act, and "factual findings by an arbitrator are virtually immune from challenge and decisions on issues of law are reviewed using a deferential standard on the far side of the spectrum away from a usual, expansive *de novo* standard." *Mandl v. Bailey*, 159 Md. App. 64, 92-93 (2004) (citation omitted). "An arbitrator's mere error of law or failure to understand or apply the law is not a basis for a court to disturb an arbitral award. Only a completely irrational decision by an arbitrator on a question of law, so extraordinary that it is tantamount to the arbitrator's exceeding his powers will warrant the court's intervention. *Id.* at 93 (citations omitted).

C. Analysis

i. Timeliness of Motion for Modification or Correction of Award

Appellant's Motion for Modification or Correction of Award was timely filed when it was submitted to the arbitrator, thus, the circuit court erred in denying appellant's motion.

Arbitration in Maryland is subject to the Arbitration Act. C.J. § 3-222 allows an aggrieved party to petition the arbitrator to modify or correct their award within twenty days of its delivery, while section 3-223 provides a parallel right to petition the court within ninety days of the award's delivery. The party may petition the arbitrator directly "for the purpose of clarity," C.J. § 3-222(c)(2), and may petition either the arbitrator or the court for modification or correction of the award on three other grounds:

> (1) There was an evident miscalculation of figures or an evident mistake in the description of any person, thing, or property referred to in the award;
>
> (2) The arbitrators have awarded upon a matter not submitted to them and the award may be corrected without affecting the merits of the decision upon the issues submitted; or
>
> (3) The award is imperfect in a matter of form, not affecting the merits of the controversy.

C.J. §§ 3-222(c)(1), 3-223(b).

A party may also file a petition to have the court vacate an arbitration award. The Arbitration Act provides the grounds for setting aside an award in C.J. § 3-224, as follows:

> Petition to vacate award
>
> (a)(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 for vacation of award. The court shall vacate an award if:
>
> (1) An award was procured by corruption, fraud, or other undue means;
> (2) There was evident partiality by an arbitrator appointed as a neutral, corruption in any arbitrator, or misconduct prejudicing the rights of any party;
> (3) The arbitrators exceeded their powers;
> (4) The arbitrators refused to postpone the hearing upon sufficient cause being shown for the postponement, refused to hear evidence material to the controversy, or otherwise so conducted the hearing, contrary to the provisions of § 3-213 of this subtitle, as to prejudice substantially the rights of a party; or
> (5) There was no arbitration agreement as described in § 3-206 of this subtitle, the issue was not adversely determined in proceedings under § 3-208 of this subtitle, and the party did not participate in the arbitration hearing without raising the objection.
>
> (c) Relief granted by court of law or equity. The court shall not vacate the award or refuse to confirm the award on the ground that a court of law or equity could not or would not grant the same relief.

The party challenging the arbitration award bears the burden of proving the existence of one of the grounds for vacating it. *See MCR of America, Inc. v. Greene*, 148 Md. App. 91, 117 (2002). When the petition to vacate has been timely filed and the burden of proof has been met, the court shall vacate the award. C.J. § 3-224. The court, however, "shall not vacate the award . . . on the ground that a court of law or equity could not or would not grant the same relief." C.J. § 3-224(c).

The circuit court's opinion stated it was unaware of the delivery date of the supplemental accounting report, *i.e*, the arbitration award, but because the supplemental accounting report was dated October 28, 2011, the circuit court determined that appellant had twenty days from that date or until November 17, 2011, to file her motion to modify or correct the arbitration award. Appellant claimed that neither she nor her counsel received the award from the arbitrator on that date, but received it from opposing counsel on November 16, 2011. Based on this receipt date, appellant argues that her motion filed on December 5, 2011, was timely. The circuit court, however, held that it was eighteen days late, and observed that even if it accounted for holidays and any postal delay, it would not have taken the report an additional eighteen days to arrive.

In *Mandl*, this Court stated that "an **arbitration** award is *final and complete* for purposes of court review when all the issues submitted to **arbitration** have been resolved definitively enough that the rights and obligations of the parties, with respect to those issues, 'do not stand in need of further adjudication.'" 159 Md. App. at 103-04 (emphasis in original) (citation omitted). The language of C.J. § 3-222 also makes clear that the twenty days begin to run "after delivery of the award to the applicant." Because the record shows that appellant and her counsel had not received the award until November 16, 2011, her Motion for Modification or Correction of Award was timely filed. Other than the date on the supplemental accounting report, there was nothing in the record that confirmed that the report of the arbitration award was delivered to appellant on that date. Thus, the circuit court's holding was incorrect.

Appellant's motion alleged, among other things, that the arbitrator misapplied the law, made erroneous factual findings, and therefore rendered a faulty decision. Appellant also asserted that the arbitrator erroneously assigned credits for mortgage payments to appellee without proof that appellee made such payments on behalf of the Businesses. But appellant's motion did not argue that she was denied access to any specific documents that were necessary to present her claim, nor did she provide any documents inconsistent with the QuickBook records.

On December 14, 2011, the arbitrator reviewed appellee's memorandum responding to appellant's Motion for Modification or Correction of Award, including information provided to clarify and/or supplement the arbitrator's analysis. The arbitrator issued an e-mail to the trustee, Michael Birch, indicating that the conclusions drawn by appellee's attorney were in conformity with her recommendations.

Here, the arbitrator addressed appellant's Motion for Modification or Correction of Award, thus, the circuit court's error did not prevent the arbitrator from addressing appellant's motion.

ii. Timeliness of Motion to Vacate Award

Appellant's Motion to Vacate Award was timely filed when it was submitted to the circuit court, thus, the circuit court erred in denying appellant's motion as untimely.

On December 22, 2011, following a status conference, the court issued another order related to the settlement of this case, which instructed the trustee to release to appellee all amounts being held in escrow. It stated that the parties had ten days from the date of the order to make an application to the arbitrator to modify, correct, or vacate the arbitration

award. It also stated that the arbitrator shall render a "final reconciliation" within twenty-five days from the date of the order. After reviewing the Order, the arbitrator sent an email to counsel that she was "prepared to render an opinion based on the information AND the agreement of the parties that the information provided is not in dispute. If the parties dispute the information, then it will be necessary to provide bank statements and cancelled check to substantiate the information which has been provided to date. Please Advise."

As of May 22, 2012, the arbitrator had not submitted a "final reconciliation" as required under the December 22, 2011 Order, or a final opinion as the arbitrator stated she would do in her e-mail.

The circuit court's December 22, 2011 Order was confusing on the issue of whether the December 14, 2011 e-mail was a final award, because the Order required a "final reconciliation" from the arbitrator. On that same day, the arbitrator responded in an email that she "reviewed the Court Order" and was "prepared to render an opinion[.]" The arbitrator's response indicates that the arbitrator intended to issue an award based on the circuit court's order. Because the arbitrator indicated she would render another opinion, the final award could not have been delivered to appellant on December 22, 2011, as the circuit court held.

Adding to the confusion of the finality of the award, appellee's counsel's sent a letter to the circuit court on May 9, 2012, requesting that a "final reconciliation" be rendered, as the "delay [wa]s causing substantial prejudice to [his] client." In response, the circuit court sent a letter to the arbitrator also asking for a final reconciliation on May 24, 2012. On July 11, 2012, the arbitrator confirmed the award as stated in her previous

October 28, 2011 report and December 14, 2011 e-mail, but according to appellant's Motion to Vacate Award, she had not received that e-mail. We note that the e-mail did not include appellant's counsel's e-mail address. But appellant's brief does not argue that she did not receive it, rather she argues that it was not a final award.

On September 11, 2012, following a status conference, appellee's counsel forwarded the arbitrator's December 14, 2011 e-mail to the circuit court as the arbitrator's "final reconciliation." Appellee's counsel's letter to the circuit court also stated that the circuit court had given appellant until October 11, 2012 to review the materials and considers its rights under the Arbitration Act. Because the status conference was held off the record, we have no way of confirming the information provided in appellee's counsel's letter.

On October 9, 2012, appellant's new attorney, filed the Motion to Vacate Award. Appellant's motion claimed that she received appellee's September 11, 2012 letter to the circuit court on September 19, 2012. The circuit court held another status conference on October 11, 2012, and sent another letter to the arbitrator requesting a "final report" on the same day.

Under C.J. § 3-223 "[a] petition to modify or correct the award shall be filed within 90 days *after delivery of a copy of the award to the applicant*." (Emphasis added.). C.J. § 3-224 states "a petition to vacate the award shall be filed within 30 days after *delivery of a copy of the award to the petitioner*." (Emphasis added.). The Arbitration Act plainly requires that a petition to modify or correct an award must be filed within ninety days after delivery of the award to the applicant. It also requires a petition to vacate an award be filed

within thirty days after delivery of the award to the applicant unless the award is predicated upon corruption, fraud, or other undue means, in which case the petition must be filed within thirty days after the grounds become known or should have been known to petitioner. "The purpose underlying the short periods prescribed in both the federal and state arbitration statutes for moving to vacate an award is to accord the arbitration award finality in a timely fashion." *Letke Sec. Contractors, Inc. v. United States Sur. Co.*, 191 Md. App. 462, 478 (2010).

The circuit court, however, concluded that the final award was delivered on December 22, 2011, the date on which the circuit court's order was issued. As a result, the circuit court concluded that appellant's petition to modify or correct the award,[2] filed on October 9, 2012, was not received within ninety days of December 22, 2011 as required under C.J. § 3-223.

Under the circumstances of the case, a copy of the final award could not have been delivered to appellant on December 22, 2011. Here, the circuit court's order requested a final award, and the arbitrator's e-mail stated that she was prepared to render an opinion. In addition, appellant's counsel also asked the circuit court to direct the arbitrator to render a final award, and the circuit court sent numerous letters to the arbitrator asking the same. We, therefore, hold that the circuit court erred in concluding that the final award was

[2] As we explained previously, appellant's Motion to Vacate is also a motion to modify or correct the award with the court. The circuit court did not make a ruling on the timeliness of the petition to vacate, but, as discussed, appellant's Motion to Vacate would have been timely under our analysis.

delivered to appellant on December 22, 2011, based merely on the fact that the order was issued on that date. Appellant's counsel's e-mail to the arbitrator also indicated that he anticipated an "updated reconciliation" within twenty-five days, pursuant to the circuit court's order.

Appellant's Motion to Vacate Award indicates that the arbitrator's July 11, 2012 e-mail, attached in appellee's September 11, 2012 correspondence with the circuit court, was not received until September 19, 2012. If we assume that the arbitrator's July 11, 2012 e-mail confirming the prior arbitration award, was, in fact, the final award, the date the final award was delivered would have been September 19, 2012. Accordingly, appellant had 90 days from that date (December 18, 2012), to file a motion for modification or correction of award, and thirty days from September 19, 2012 (October 19, 2012) to file a motion to vacate the arbitration award with the circuit court. Appellant's Motion to Vacate Award filed on October 9, 2012, was, therefore, timely, and the circuit court erred in denying the motion as untimely.

Furthermore, according to appellee's letter to the circuit court, at the status conference held on September 11, 2012, the circuit court gave appellant until October 11, 2012, to assert her rights under the Arbitration Act. If the December 22, 2011 order was the final award as the circuit court's opinion states, then appellant's rights under the Arbitration Act would have already expired, rendering the circuit court's decision in the status conference granting appellant until October 11, 2012 to assert her rights, meaningless.

Thus, we vacate the circuit court's order denying the Motion to Vacate Award, and on remand, the circuit court must address the merits of appellant's Motion to Vacate Award.

JUDGMENT OF THE CIRCUIT COURT FOR HARFORD COUNTY VACATED. CASE REMANDED FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY APPELLEE.