Circuit Court for Anne Arundel County
Case No. C-02-CV-18-003471

UNREPORTED

IN THE APPELLATE COURT OF

MARYLAND*

No. 229

September Term, 2020

DIANE GOODMAN

v.

RYAN, DREWNIAK & UPSHAW ET AL.

Leahy,
Adkins, Sally D.,
(Senior Judge, Specially Assigned)
Kehoe, Christopher B.**

JJ.

Opinion by Kehoe, J.

Filed: September 25, 2023

*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 Md. Rule 1-104(a)(2)(B).

** Kehoe, Christopher B., now retired, participated in the hearing of this case while an active member of this Court; after being recalled pursuant to the Constitution, Article IV, Section 3A, he also participated in the decision and the preparation of this opinion.

This appeal arises out of Diane Goodman's legal malpractice action against her former lawyer, John J. Ryan, and his law firm, Ryan, Drewniak & Upshaw, P.A., (collectively "Ryan").[1] The Circuit Court for Anne Arundel County granted Ryan's motion for summary judgment. Goodman has appealed. She presents five issues, which we have consolidated into one:

Did the circuit court err in granting Ryan's motion for summary judgment?[2]

For the reasons that we will explain, summary judgment was inappropriate in light of the record before the circuit court. Therefore, we will reverse its judgment and remand this case for further proceedings.

[1] Appellant's brief employs the terms "she" and "her" in reference to Goodman. Appellee's brief uses "he," "his," and "him" to refer to Ryan. We will do the same.

[2] In her brief, Goodman frames the issues as follows:

1. Whether the Trial Court's entry of summary judgment based on the statute of limitations was reversible error.

2. Whether the question of when Appellant was on inquiry notice of her legal malpractice claim is an issue of law, and thus appropriate for a ruling on summary judgment, or an issue of fact for the jury.

3. Whether the Trial Court's entry of summary judgment based on the so-called "signature doctrine" was reversible error.

4. Whether the statute of limitations was tolled until June 2017 under the "continuing representation rule."

5. Whether the Trial Court's finding that Appellees are protected by the attorney-judgment doctrine was reversible error.

BACKGROUND

A. Goodman's Theory of Her Case

In her brief, Goodman set out a detailed rendition of the factual allegations and legal theories supporting her malpractice claim. We will summarize it.

Goodman graduated from law school in 1997 and was admitted to the Maryland bar in 2008. Although the record is unclear as to the specifics, she asserts that she had not practiced law up to the time she separated from her spouse but began to do so at some point thereafter.

In or about late 2010, Goodman entered into a retainer agreement with Ryan to represent her in connection with a divorce action which Goodman proposed to file against her then-husband, Justin Seth Lehner ("Lehner"). Goodman asserts that Ryan was aware that she had suffered from physical and mental abuse by Lehner prior to her decision to file for divorce. As a result, according to Goodman, it was "difficult for her to make wise decisions for herself" during the time that Ryan represented her and that she was "particularly reliant" on Ryan's advice.

In January 2011, Ryan filed on Goodman's behalf a complaint for absolute divorce against Lehner. In addition to a divorce, Goodman requested custody of the parties' minor children, child support, a monetary award, alimony, use and possession of the marital home, and attorneys' fees.

At the time that Goodman filed her divorce action, the parties owned several significant marital assets:

(1) *Chesapeake Bay Associates, LLC* ("CBA"). Goodman and Lehner each owned a 49% share of CBA, with the remaining 2% interest owned by *JSD, LLC*, an entity owned equally by Goodman and Lehner. The primary asset of CBA was the Horn Point Marina in Annapolis.

(2) *104 Eastern Avenue, LLC* and *G&L Properties, LLC* were owned by Goodman and Lehner in equal shares These entities owned rental residential properties.

(3) *Manner Resins, Inc*. was in the business of purchasing materials used for the manufacture of plastics and then selling them to manufacturers. It was originally owned by Goodman and Lehner in equal shares. At some point prior to their separation, Lehner transferred his interest in Manner Resins to Goodman so that the entity could qualify as a small business owned by a woman for contracting purposes. Goodman concedes that "she was involved in the day-to-day operations of Manner" but asserts that she did not have "knowledge of the business's value for divorce purposes[.]"

(4) *3L Distribution, Inc.* Approximately a year prior to the filing of the divorce action, Lehner formed a business, "which the parties refer to as "3L." Goodman asserts that, before their divorce, 3L had taken over Manner's customer base and had hired all or most of Manner's employees, a process that left Manner Plastic worthless. Goodman had no interest in 3L.

(5) *The parties' marital home*. At the time of the divorce, the marital home was "under water," that is, the total of the liens against it were greater than its fair market

value. After her separation from Lehner, Goodman continued to reside in the marital home with their minor children.

The divorce action was tried in December 2012. In March 2022, the trial court issued a judgment granting the parties an absolute divorce and resolving the parties' disputes regarding child custody and visitation.

On April 2, 2013, the trial court issued a memorandum opinion and judgment addressing Goodman's claims for economic relief. The court granted Goodman a monetary award of $100,000, rehabilitative alimony in the amount of $2,500 per month for a period of three years, and child support in the amount of $940 per month. In its memorandum opinion, the trial court found that Lehner had "significantly underestimated his income," that 3L was "clearly marital property," and that it was "essentially servicing the same clients as did Manner Resins." Although the court noted that it could not "determine the exact value" of 3L, the court concluded that 3L was "generating significant income despite only being in business a little less than a year."

Neither party was satisfied with the relief granted by the trial court, and both filed post-judgment revisory motions. While the motions were pending, Ryan assisted Goodman in negotiating a settlement agreement with Lehner. The settlement agreement was signed by Goodman and Lehner on June 19, 2013. The pertinent provisions of the settlement agreement included the following: (1) Goodman agreed to release her claim for alimony; (2) Goodman agreed to transfer her interest in 104 Eastern Avenue, LLC and G&L Properties, LLC to Lehner; (3) Goodman agreed to transfer all of her interest in the

Horn Point Marina, including her interests in CBA and JSD, LLC., to Lehner; and (4) Goodman agreed to transfer her interest in Manner Plastics to Lehner.

In return, Lehner agreed to: (1) pay Goodman what the agreement characterized as "nonmodifiable" child support in the amount of $1,000 per month for three years; (2) transfer his interest in the marital home to Goodman; and (3) pay Goodman a monetary award of $1,700,000. The settlement agreement provided that $500,000 of the $1.7 million monetary award was to be paid within 45 days of the date of the agreement and that balance would be paid in 120 monthly payments of $10,000. One thousand dollars of each monthly payment was characterized as child support. The obligation to pay the $1,200,000 was to be secured by a confessed judgment promissory note as well as a deed of trust on the Horn Point Marina. In addition, the settlement agreement obligated Lehner to promptly pay in full the $100,000 monetary award and to pay arrearages in his child support obligations.[3]

Important to the issues raised in this appeal is § 16 of the settlement agreement. It states (emphasis added):

[3] The agreement also set out Goodman's and Lehner's responsibilities regarding transferring title to the parties' marital assets as well as mutual release and indemnification provisions. None of these provisions figure in the parties' contentions and counter-contentions in the case before us.

SECTION 16

RIGHT TO COUNSEL; DRAFTING OF AGREEMENT

> 16.01. Each party has had the opportunity to consult with counsel of his/her own choice and has done so. Lehner declares that he fully understands the terms and provisions of this Agreement, that he has been fully informed of his legal rights and liabilities, that he believes that the provisions of this Agreement are fair, just and reasonable and that he signs this Agreement freely and voluntarily, acting under the advice of independent counsel, Kevin M Schaeffer. *Goodman declares that she fully understands the terms and provisions of this Agreement, that she has been fully informed of her legal rights and liabilities, that she believes that the provisions of this Agreement are fair, just and reasonable and that she signs this Agreement freely and voluntarily, acting under the advice of independent counsel, John Ryan.*
>
> 16.02. Further, this Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the parties, it being recognized that both Goodman and Lehner and their respective counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.

To this Court, Goodman asserts that the effect of the settlement agreement:

> called for Lehner to purchase all of [her interests in] the parties' business assets for $1.7 million. It eliminated the alimony ordered by the Court on April 2, 2013, and it limited the child support to three years. Other than the monetary award, the only asset that Goodman received was the marital home, which was "under water[.]"

As we have related, the settlement agreement was signed on June 19, 2013. However, the settlement agreement did not resolve the differences between the parties. We will summarize the subsequent litigation history.

In March 2014, Ryan filed on Goodman's behalf a motion to enforce the settlement agreement and a petition to modify child custody. Goodman asserts:

> The basis for the motion to enforce was that Lehner was not making the payments required under the 6/9/13 Settlement Agreement. This created a severe financial hardship for Goodman, who had been unemployed since Manner closed its office. Goodman was left with three children to support, an underwater home with significant mortgage arrearages, bills for her substantial legal fees, and no way to pay her creditors.

Lehner filed a counter-complaint to enforce the settlement agreement and for other relief. Although a hearing was scheduled on these motions, Goodman asserts:

> because Ryan had done inadequate discovery and issued no trial subpoenas, Goodman believed that she had no choice but to settle the outstanding issues on unsatisfactory terms shortly before the hearing[.]

On June 8, 2015, the Court issued a consent order resolving the outstanding financial issues between the parties. Among other things, the order stated that "the issue of the accounting of monies owed between them for child-related expenses for that period between June 19, 2013 and April 30, 2015 pursuant [to the settlement agreement]" was to be submitted to binding arbitration.

Goodman asserts that no activity in the case occurred between June 8, 2015, and November 4, 2015. She states:

> [f]or nearly six months, Goodman made regular, unsuccessful efforts to communicate with . . . Ryan about the remaining issues. There was no arbitration [proceeding], and the Court took no action on the respective requests for modification. During this period, Goodman's financial situation became ever more desperate, because Lehner continued not to make the payments required under the . . . settlement agreement.

The asserted communication difficulties between Goodman and Ryan notwithstanding, on November 4, 2015, Ryan filed a petition to hold Lehner in contempt and to modify the child support order. From that date until June 21, 2017, there were a series of petitions and counter-petitions filed by the parties. Among other things, Goodman sought an increase in child support and an order holding Lehner in contempt for failing to pay child support. None of this activity resulted in any significant relief to Goodman. Additionally, she sought an injunction to enjoin Lehner from using the children's college savings accounts for anything but college-related expenses. According to Goodman, the court denied this petition because "no language restricting the use of the college savings accounts had been included in the [settlement agreement] or any other legally binding agreement or [c]ourt [o]rder." Goodman asserts that the failure to include such provision in the settlement agreement was the result of Ryan's negligence.

On June 21, 2017, Goodman discharged Ryan and retained Charles Edward Hartman, III in his stead in the ongoing litigation with Lehner. Goodman asserts that, after he entered his appearance, Hartman engaged in "extensive discovery," which included "issuing subpoenas regarding Lehner's taxes and other financial documents and taking Lehner's deposition." Goodman asserts this discovery revealed that Lehner's actual 2014

income was $367,000,[4] and that "his income for subsequent years was even higher." She contends that this information was consistent with a finding by the trial court in the divorce action that Lehner "has significantly underestimated his income." Additionally, Goodman asserts that Hartman had attempted to enforce the confessed judgment note signed by Lehner to secure payment of his obligations to her. However, the note contained "drafting errors" on Ryan's part that enabled Lehner to claim that he "only owes interest on each missed monthly payment, rather than the entire balance due." Additionally, she contends that Ryan "failed to properly record the Confessed Judgment Note, making it more difficult to enforce." As a result, Goodman claims that she was required "to expend significant attorney's and accountant's fees in connection with her efforts to enforce the Note."

Additionally, she contends that Ryan was negligent because the terms of the settlement agreement provided that $1,000 of each of the $10,000 monthly payments pursuant to the terms of the settlement agreement were "deemed child support and that child support would continue for only three years, non-modifiable[.]" She contends that this provision caused her "to lose much-needed child support payments which she otherwise would have been legally entitled to." With regard to the settlement agreement's

[4] Goodman's and Lehner's divorce trial took place in December 2012 and the trial court issued a judgment addressing the parties' contentions regarding alimony, child support and the remaining economic aspects of the case on April 2, 2013.

provisions regarding the division of her and Lehner's marital property, Goodman asserts that she:

> ha[d] no experience or training in the valuation of businesses, and just because she was involved in the day-to-day operations of Manner, it does not mean that she had knowledge of the business's value for divorce purposes.

Goodman asserts even though "3L was clearly a marital asset, ... Ryan advised Goodman to stipulate that 3L was solely the property of [Lehner], and he failed to obtain an expert valuation of Manner or 3L before making that recommendation."

Goodman emphasizes that she "believed her attorney, . . . Ryan, and completely relied on his advice." Elaborating on this theme, she states:

> If, as [Ryan] had told her, [Lehner's] income was in fact what he had reported ($120,000), and if Manner and 3L in fact had no value, and if the marina property was worth only $3,214,800 as stipulated, then what she obtained in the Agreement was not unfair.
>
> Prior to the settlement, . . . Ryan told Goodman that, in speaking and negotiating with Husband's attorney, he was told that [Lehner] could not pay any more than $10,000 per month altogether to buy out Goodman's interests in Manner, 3L, the marina and two rental properties and for child support. No further financial information was obtained between the time of trial, December 2012, and the time [that the settlement agreement was signed], June 2013.

According to Goodman, none of these premises were correct. She states that the evidence will show that, as a result of discovery conducted by Hartman in 2017, Lehner's actual monthly income was $38,000 when the settlement agreement was signed and that Lehner's father was paying his expenses. Goodman also asserts that Hartman obtained a

business valuation expert's opinion that "the Manner/3L business was worth more than $1,800,000 at the time of the divorce trial."

Goodman also states that, prior to her signing the settlement agreement, Ryan "convinced" her that the settlement agreement was "an incredible deal" which would free her from Lehner because: (1) Ryan "anticipated that Lehner would not make his payments required by the settlement agreement on time because Lehner "had little money for a buy-out of the marital assets or for child support or alimony"; and (2) requiring Lehner to sign a confessed judgment note for what was due under the settlement agreement would provide "an easy way" to protect Goodman's interests by attaching and selling the marina, a process that Ryan told her would take between 60 and 90 days. Goodman states that she "was familiar with the market and believed that there would be buyers for the marina if a sale took place."

However, according to Goodman, "in reality, the promissory note was flawed and difficult to enforce; [Lehner's] income was upwards of $38,000 per month; the [marital] businesses were worth far more than Goodman had been led to believe; and, as a result of the [settlement agreement], [she] was now completely anchored to her ex-Husband and totally dependent" upon the monthly payments due under the settlement agreement.

Goodman asserts that she:

> was in a very vulnerable state at the time of settlement. . . . She believed that she was in competent hands and that . . . Ryan would handle matters for her, that he would read the fine print, that he would ask the right questions and gather all the necessary information.

Goodman states that, with the assistance of Hartman, she:

> uncovered the real information about [Lehner's] financial situation, and learned that she had been gravely deceived at the time of settlement. It was only then that she understood . . . Ryan's negligence and how it caused her financial losses resulting from the agreement.
>
> Goodman has been impoverished since the 6/19/13 Settlement Agreement, with minimal income, an underwater home, and substantial indebtedness.

Based on all of this, Goodman alleges that Ryan breached his duty of care to her by:

> a. Failing to do adequate discovery and/or investigation into Lehner's finances, including his income and the values of the marital business assets and properties;
>
> b. Failing to timely subpoena witnesses, and generally failing to adequately prepare for hearings and trial;
>
> c. Advising her to enter into the [settlement agreement] that awarded Lehner several valuable business and property interests while she received an insufficient monetary award, the marital home which was under water, an inadequate amount of child support, and no alimony;
>
> d. Failing to take timely steps to enforce the child support award in the [settlement agreement], or to seek an upward modification of child support;
>
> e. Failing to timely file a motion for contempt for Lehner's violation of the child support award;
>
> f. Failing to properly record the confessed judgment note securing the $1.2M monetary award in the [settlement agreement], such that it became difficult and very expensive to enforce the note after Lehner defaulted;
>
> g. Failing to ensure that the interest provision in the confessed judgment note provided for interest on the entire balance due, rather than on just the monthly payments, which has caused a large amount of lost interest.
>
> h. Failing to include appropriate language in the [settlement agreement] to protect against Lehner's use of the children's college savings accounts for anything but college related expenses.

B. The Relevant Procedural History

Goodman filed the present action on November 15, 2018. In her complaint, she elected a trial by jury. After the conclusion of discovery, Ryan filed a motion for summary judgment. He presented four reasons why he was entitled to judgment in his favor. Two are relevant to this appeal:

First, Ryan points out that the Supreme Court of Maryland has adopted the "signature doctrine," which states that an individual who signs documents are "presumed to have read and understood those documents as a matter of law." *Windesheim v. Larocca*, 443 Md. 312, 328 (2015). Ryan argued (and argues) that Goodman:

> made an informed decision to sign the settlement agreement. Under the signature doctrine, she knew its contents and understood the literal meaning of its terms. She agreed in writing [that] the terms were fair, just and reasonable. She cannot be heard to complain about them.

(Formatting altered.)

Second, Ryan contended (and contends) that Goodman's claims are barred by the statute of limitations. Md. Code, Courts & Jud. Proc. 5-101.[5] According to him, the "majority" of Goodman's claims accrued on June 19, 2013, which was the date that she

[5] Section 5-101 states:

> A civil action at law shall be filed within three years from the date it accrues unless another provision of the Code provides a different period of time within which an action shall be commenced.

signed the settlement agreement.[6] She filed her complaint on November 15, 2018, four and a half years after limitations expired.

C. The Circuit Court's Decision

In its memorandum opinion, and after first summarizing the procedural history of the case and the parties' contentions, the circuit court noted that Ryan had presented four reasons why summary judgment should be granted:

> Defendant's Motion for Summary Judgment raises four arguments:
> (1) Plaintiff fully understood the terms and provisions of the June 19, 2013 Settlement Agreement and thought them fair, just and reasonable;
> (2) Plaintiff's damages claims are speculative; (3) Plaintiff has failed to provide expert evidence to support a claim for legal malpractice; and
> (4) Plaintiff's claims are barred by the applicable statute of limitations.

The court addressed only the parties' limitations contentions. We will discuss the details of the circuit court's reasoning later in this opinion. At this point, it is sufficient to say that the circuit court viewed the dispositive issue to be whether Goodman had filed her action against Ryan within three years of the date that she was on inquiry notice of her claim against Ryan. The court concluded that she was on inquiry notice on June 19,

[6] Ryan's assertion that a "majority of" Goodman's claims accrued when the settlement agreement was signed necessarily suggests that some of her claims did not. Certainly, Goodman alleges that Ryan committed malpractice in his efforts to enforce the settlement agreement after it was executed. Ryan did not explain to the circuit court how Goodman's signing the settlement agreement placed her on inquiry notice as to events that had yet then occurred. Nor does he do so on appeal. Because we are reversing the circuit court's grant of summary judgment on other grounds, it is not necessary for us to address this issue.

2013, which was the date that she and Lehner signed the settlement agreement. Therefore, the court concluded, Goodman's complaint was not timely filed.

THE PARTIES' APPELLATE CONTENTIONS

The gravamen of Goodman's malpractice claim against Ryan is that he failed to conduct effective discovery against Lehner as to his income and financial assets and failed to obtain valuations of various entities owned by Lehner, Goodman, or both of them. As a result, she asserts, Ryan was ill-prepared for the 2012 trial, the negotiations which resulted in the 2013 settlement agreement, and his efforts to enforce the settlement agreement after it was executed. Goodman claims that, had Ryan "use[d] that degree of care reasonably expected of other legal professionals with similar skills," she would have been in a position to claim and receive more alimony, more child support, and a significantly larger monetary award either from the circuit court or through more effective settlement negotiations.

To this Court, Goodman begins with the premise that in Maryland, the discovery rule applies when identifying when the limitations period for a legal malpractice claim begins to run. Goodman asserts that "[w]hether or not [a plaintiff's] failure to discover [their] cause of action was due to failure on [their] part to use due diligence, or to the fact that the defendant so concealed the wrong that [the plaintiff] was unable to discover it by the exercise of due diligence, is ordinarily a question of fact for the jury" (quoting *Dashiell v. Meeks*, 396 Md. 149,169 (2006) (quoting in turn *O'Hara v. Kovens*, 305 Md. 280, 294-5 (1986)). She contends that the circuit court erred when it concluded that there was no

issue for "the jury or the ultimate fact-finder" to decide because "there [was] no allegation of concealment on the part of Defendants."

Ryan contends that the circuit court was correct. He asserts that the outcome of this appeal is controlled by the proper application of the discovery rule and the signature doctrine as those concepts have been developed in Maryland law. He argues that:

> Crucially, neither the [d]iscovery [r]ule nor the [s]ignature [d]octrine would require the determination of the "essence of the dispute" to be made by a jury at trial. There is simply nothing left for a jury to find that could possibly alter the conclusion that Goodman was untimely in bringing her claims.

Ryan takes issue with Goodman's contention that it is the role of a jury, and not the court, to determine when the date of her malpractice claim accrued. He asserts that

> the question of accrual "is left to judicial determination. This determination may be based solely on law, solely on fact, or on a combination of law and fact, and is reached after careful consideration of the purpose of the statute and the facts to which it is applied.

(quoting *Frederick Road Ltd. P'ship v. Brown & Sturm*, 360 Md. 76, 95 (2000) (cleaned up)).

According to Ryan, Goodman's negligence claim accrued as a matter of law on June 19, 2013, which was the date that she executed the settlement agreement. Relying on *Windesheim v. Larocca*, 443 Md. 312 (2015), Ryan asserts that Goodman was presumed as a matter of law to have understood the provisions of the settlement agreement when she signed it. Ryan argues that the legal effect of § 16 of the settlement agreement was to place Goodman on notice of:

> [the] circumstances which ought to have put a person of ordinary prudence on inquiry (thus, charging the individual) with notice of all facts which such an investigation, would in all probability have disclosed if it had been properly pursued.

(quoting *Windesheim*, 443 Md. at 327).

According to Ryan, the only arguably relevant exception to signature doctrine applicable to the present case would be a scenario similar to the one in *Dashiell v. Meeks*, 396 Md, 149, 168 (2006). In that case, Meeks retained Dashiell, a Maryland lawyer, to prepare a pre-nuptial agreement that, among other things, contained a mutual waiver of the right to claim alimony in the event of the parties' divorce. Dashiell prepared a draft agreement that contained such a waiver and forwarded to Meeks for his review. However, the version of the agreement that Meeks and his spouse eventually signed did not contain a waiver of alimony provision. Years later, Meeks and his spouse were divorced, and his spouse was awarded alimony. Meeks then sued Dashiell for malpractice, asserting that Dashiell had advised him to sign the final version of the agreement without reading it. 396 Md. at 156. Ryan explains:

> The [Supreme Court of Maryland] found the Signature Doctrine to be inapplicable to this case because "even though a person is presumed to have read and understood the terms of a contract at the moment of execution . . . [this] does not conclusively establish as a matter of law that the statute of limitations for a legal malpractice claim against the attorney who prepared the contract expires three years after the date the contract was signed. This is particularly so when, as alleged in this case, the attorney assures the client that the document is ready for the client's signature and advises the client to sign the document without rereading it.

From this premise, Ryan contends that the circuit court was correct when it reasoned that:

> [T]he undisputed fact that one of the provisions of the Settlement Agreement Goodman signed clearly establishes that [she] fully understood the terms and provisions of the [settlement agreement], that she was fully informed of her legal rights and liabilities, that she believed the provisions of the [settlement agreement] were fair, just, and reasonable, and that she signed the [settlement agreement] freely and voluntarily, acting under the advice of [Ryan].

According to Ryan, the fact that he:

> did not advise [Goodman] that she did not need to read the settlement agreement, distinguishes the present case from *Dashiell*, but so does the larger point that Ryan did nothing in his power to keep Goodman ignorant of her causes of action through fraud.
>
> * * *
>
> The gravamen of [Goodman's] claim is that a competent divorce attorney would have engaged in the discovery and fact-finding to have become knowledgeable of the true value of the husband's estate, and therefore would have advised against signing the Settlement Agreement absent additional negotiations. Yet Goodman does not claim that Ryan positively knew of these unfavorable facts at the time the Settlement Agreement was signed. While *Dashiell* concerns an attorney's fraudulent concealment of a contract term that the attorney was aware of, this case concerns an attorney's negligent failure to uncover a contract's background details. Here, unlike *Dashiell* the attorney was just as ignorant of these facts as the client was. In addition, under *Dashiell* and *Windesheim*, negligence is not one of the factors that relieves a Plaintiff from the adverse of the Signature Doctrine; rather, fraud, duress, or mutual mistake are and Goodman did not plead or argue those factors below.

Ryan makes an additional point: He asserts Goodman's execution of the settlement agreement "conclusively established" that she was on inquiry notice of the facts in 2013 so that there was "nothing further for the finder of fact to adjudicate" regarding the accrual of her negligence claim against him.[7]

[7] Goodman and Ryan have briefed another issue, namely, whether and, if so, how the continuation of event doctrine applies to this case. In *Frederick Rd. Ltd. P'ship v. Brown & Sturm*, 360 Md. 76, 97–98 (2000), the Court explained that:

> where there is a confidential relationship between the parties, the continuation of events doctrine generally gives the confiding party the right to relax his or her guard and rely on the good faith of the other party so long as the relationship continues to exist. The confiding party, in other words, is under no duty to make inquiries about the quality or bona fides of the services received, unless and until something occurs to make him or her suspicious.

The continuation of events doctrine generally tolls the running of the statute of limitations in legal malpractice cases. *Id.* at 101–02. In her brief to this Court, Goodman asserts that the continuation of events doctrine applies to the present case and that its application shows that the circuit court erred in granting summary judgment. Ryan contends that "[n]otwithstanding the confidential relationship, if the confiding party knows, or reasonably should know, about a past injury, accrual for statute of limitations purposes will begin on the date of inquiry notice, and not the completion of services." In support of this contention, he cites *Supik v. Bodie, Nagle, Dolina, Smith & Hobbs, P.A.*, 152 Md. App. 698, 719 (2003).

A problem with these contentions is that neither party presented a continuation of events argument to the circuit court and so the court did not address it. As we explain in the main text, our review of a circuit court's decision to grant summary judgment "is limited ordinarily to the legal grounds relied upon explicitly in its disposition." *Irwin Industrial Tool Co. v. Pifer*, 478 Md. 645, 682 (2022).

Nothing prevents Goodman from raising this issue on remand.

THE STANDARD OF REVIEW

The appropriate standard of review in cases of this nature is well-established:

> When evaluating a motion for summary judgment, the court must 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. 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. Because the question of whether a trial court's grant of summary judgment was proper is a question of law, this Court reviews the decision without deference to the ruling of the trial court.

Selective Way Ins. Co. v. Fireman's Fund Ins. Co., 257 Md. App. 1, 34 (2023) (cleaned up).

In order to show that there is a "genuine dispute of material fact," a party opposing summary judgment must do more than point to a "conjectural [or] metaphysical doubt, as to the material facts." *Windesheim v. Larocca*, 443 Md. 312, 329 (2015) (cleaned up). This threshold is crossed when the party opposing summary judgment presents facts of a "material and . . . substantial nature [and] not fanciful, frivolous, gauzy, spurious, irrelevant, gossamer inferences, [nor] conjectural, speculative . . . suspicions." *Id.* (cleaned up).

"[A]bsent exceptional circumstances, Maryland appellate courts will only consider the grounds upon which the circuit court granted summary judgment." *Id.* (cleaned up). For this reason, our review of a circuit court's decision to grant summary judgment "is limited ordinarily to the legal grounds relied upon explicitly in its disposition." *Irwin*

Industrial Tool Co. v. Pifer, 478 Md. 645, 682 (2022) (quoting *State v. Rovin*, 472 Md. 317, 373 (2021)).[8] We see no reason to depart from this principle in the present case.

ANALYSIS

Our analysis consists of four parts. In part A, we will discuss Maryland's caselaw relating to the discovery rule and the signature doctrine because the application of these principles plays a significant role in our resolution of this appeal. In part B, we will revisit the circuit court's memorandum opinion to look more closely at the court's analysis. In part C, we will explain why the signature doctrine do not apply to this case in the way that Ryan asserts that it does. In part D, we will explain why there are issues of fact as to when Goodman's negligence claim against Ryan accrued. Because Goodman has elected a jury trial, the disputed facts must be resolved by a jury.

A

Subject to exceptions that do not apply to this case, Md. Code, Courts & Jud. Proc. § 5-101 states that a "civil action at law shall be filed within three years from the date it accrues[.]" At common law, limitations began to run "upon occurrence of the alleged wrong, and not when it is discovered." *Poffenberger v. Risser*, 290 Md. 631, 634 (1981). But as the *Poffenberger* Court explained, the rigors of the common law rule have been

[8] There are several categories of "exceptional circumstances" that warrant affirming a summary judgment for a reason other than that relied upon by the circuit court. *See, e.g., Irwin Industrial Tool*, 478 Md. at 683–84. Neither party asserts that any of these exceptions apply to the present case.

modified by various exceptions. *Id.* Two of them, the discovery rule and the signature doctrine, are at play in the present case in its current procedural posture.

1. The Discovery Rule

The first exception is the discovery rule:

> The relevant inquiry for the purpose of determining when a cause of action accrued under the discovery rule is when a plaintiff knew or reasonably should have known of the operative facts giving rise to the cause of action, not whether a plaintiff had knowledge of the applicable law. Neither ignorance of the law nor failure to consult an attorney to inquire about one's legal rights will expand the period of limitations within which suit must be filed.

Cain v. Midland Funding LLC, 475 Md. 4, 37 (2021) (quoting *Crowder v. Master Financial, Inc*., 176 Md. App. 631, 657–58 (2007), *aff'd in part, Master Financial, Inc. v. Crowder*, 409 Md. 51 (2009).

The discovery rule was first applied to legal malpractice claims in *Mumford v. Staton, Whaley & Price*, 254 Md. 697, 714 (1969). In *Poffenberger*, the Court held that the discovery rule is "applicable generally in all actions[.]" 290 Md. at 636.

The concept of notice is "critical to the discovery rule." *Windesheim v. Larocca*, 443 Md. 312, 327 (2015). In *Windesheim*, our Supreme Court explained that:

> Before an action can accrue under the discovery rule, a plaintiff must have notice of the nature and cause of his or her injury. *There are two types of notice*: *actual* and *constructive*. Actual notice is either *express* or *implied*. [E]xpress notice is established by direct evidence and embraces not only knowledge, but also that which is communicated by direct information, either written or oral, from those who are cognizant of the fact communicated. Implied notice, also known as "inquiry notice," is notice implied from knowledge of circumstances which ought to have put a person

> of ordinary prudence on inquiry (thus, charging the individual) with notice of all facts which such an investigation would in all probability have disclosed if it had been properly pursued. *Stated simply, inquiry notice is circumstantial evidence from which notice may be inferred.* Constructive notice is notice presumed as a matter of law. Unlike inquiry notice, constructive notice does not trigger the running of the statute of limitations under the discovery rule.

Id. (Cleaned up, emphasis added.)

Additionally, we note that identifying when a cause of action has accrued for the purposes of Courts & Jud. Proc. § 5-101 is a question

> left to judicial determination. This determination may be based solely on law, solely on fact, or on a combination of law and fact, and is reached after careful consideration of the purpose of the statute and the facts to which it is applied.

Frederick Rd. Ltd. P'ship v. Brown & Sturm, 360 Md. 76, 95 (2000) (cleaned up).

However, that the question of accrual is for "judicial determination . . . . do[es] not mean that fact-finding on limitations issues is always for the court." *O'Hara v. Kovens*, 305 Md. 280, 299 (1986). Instead, "questions of fact on which a limitations defense will turn are to be decided by the jury or, when sitting as a jury, by the court." *Id.* at 301; *see also Frederick Rd. Ltd. P'ship*, 360 Md. at 96 ("[W]hether or not the plaintiff's failure to discover his cause of action was due to failure on his part to use due diligence . . . is ordinarily a question of fact for the jury."); *Supik v. Bodie*, 152 Md. App. 698, 710–11 (2003) ("[O]nly when there is no genuine dispute of material fact as to when the action accrued, should a trial court grant summary judgment on the basis of limitations; otherwise, the question is one of fact for the trier of fact.")

2. The Signature Doctrine

A party who signs a document is "presumed to have read and understood [it] as a matter of law." *Windesheim v. Larocca*, 443 Md. 312, 328 (2015) (citing *Merit Music Service, Inc. v. Sonneborn*, 245 Md. 213, 221–22 (1967) ("[T]he law presumes that a person knows the contents of a document that he executes and understands at least the literal meaning of its terms."); and *Binder v. Benson*, 225 Md. 456, 461 (1961) ("[T]he usual rule is that if there is no fraud, duress or mutual mistake, one who has the capacity to understand a written document who reads and signs it, or without reading it or having it read to him, signs it, is bound by his signature as to all of its terms." (citations omitted)).

B. The circuit court's reasoning

Having established the legal framework, we return to the circuit court's decision.

In its memorandum opinion, the court framed the dispositive issue in this case as whether, and if so, when, Goodman had implied notice of the facts that are the basis of her cause of action for purposes of the discovery rule. The circuit court concluded that Goodman was on implied notice as a matter of law when she signed the settlement agreement. This was so, reasoned the court, because the signature doctrine operated to provide Goodman with implied notice at that time. The court focused on § 16 of the settlement agreement which states in relevant part:

> Goodman declares that she fully understands the terms and provisions of this Agreement, that she has been fully informed of her legal rights and liabilities, that she believes that the provisions of this Agreement are fair,

> just and reasonable and that she signs this Agreement freely and voluntarily, acting under the advice of independent counsel, John Ryan.

The court correctly noted that the record established that, in her capacity "as a sole or part owner of Manner Resins," Goodman "had access to the financial records and relevant tax information for the entity from its inception through at least 2012." The court stated (emphasis added):

> It is clear that [she] was on implied notice of her cause of action when she was advised that an entity which she was sole owner of was worthless prior to entering into the Settlement Agreement. *Through an exercise of due diligence in accessing the financial records related to the entity, Plaintiff could have discovered that the recommendations provided by [Ryan were] erroneous* and the valuation of Manner Resins was, as Plaintiff now alleges, substantially inaccurate. [Goodman] *was in fact in a superior position to her attorney,* as a *sophisticated owner* of the entity having access to its records, to have knowledge and understanding of valuation issues.

The circuit court then acknowledged that constructive notice was a legal presumption. It stated that "presumptions of law do not trigger the discovery rule, [so] the presumption that [Goodman] read and understood the terms of the Settlement Agreement does not fully resolve whether she was on inquiry notice without examination of the contents of the Agreement itself." Relying on the Court's analysis in *Windesheim v. Larocca*, 443 Md. 312 (2015), the circuit court stated

> Maryland courts recognize the Signature Doctrine. Under the Signature Doctrine, the law presumes that a person knows the contents of a document that he executes and understands at least the literal meanings of its terms. Generally, absent the showing of fraud, duress, or mutual mistake, one who has the capacity to understand a written document who reads and signs it, or without reading it or having it read to him, signs it, is bound by his signature as to all its terms. In the instant case, [Goodman] does not allege

> any fraud, duress, or mutual mistake. [Goodman] had the capacity to understand the Settlement Agreement as she is an attorney who is licensed to practice in Maryland since 2008. Additionally, [Goodman] admitted to having a full and fair opportunity to negotiate and review the terms and provisions of the Agreement.
>
> Therefore, it is clear that the Signature Doctrine is implicated as [Goodman] had the capacity to understand the terms of the Settlement Agreement and admitted to having a full and fair opportunity to negotiate and review its terms and provisions.

The circuit court concluded that

> [Goodman's] argument that she relied entirely on the advice and representations of [Ryan,] including his statements regarding the meager financial information he had obtained, in her decision to enter into the Agreement, and, therefore, could not have discovered her cause of action until she employed new counsel in 2017 is without merit.

At this point in its analysis, the court changed focus. The court stated:

> In *Thomas v. Bethea*, the Court of Appeals found that "lawyers [shall] not be regarded as negligent simply because another lawyer, or even most lawyers, with the benefit of hindsight, would not have made the recommendation at issue." 351 Md. 513, 530 (1998). Additionally, the Court noted that "the factors that the lawyer must consider in developing a settlement recommendation, as well as the recommendation itself, "are mostly subjective in nature," and that there can legitimately exist "a range for honest differences of opinion in making settlement recommendations." *Id*. Finally, the Court determined that the general standard of negligence, not "any heightened standard of negligence," should be employed when reviewing a recommendation to settle. *Id*. The Court of Appeals reiterated the standard in Maryland:
>
> > "[E]very client employing an attorney has a right to the exercise, on the part of the attorney, of ordinary care and diligence in the execution of the business entrusted to him, and to a fair average degree of professional skill and knowledge; and if the attorney has not as much of these qualities as he ought to possess, and which, by holding himself out for employment he impliedly represents himself as

> possessing, or if, having them, he has neglected to employ them, the law makes him responsible for the loss or damage which has accrued to his client form their deficiency or failure of application."

Id. at 530 (quoting *Kendall v. Rogers*, 181 Md. 606, 611 (1943)).[9]

C

It is Ryan's position that the signature doctrine applies to this case and that its application bars Goodman's recovery as a matter of law. Relying largely on *Windesheim v. Larocca*, 443 Md. 312 (2015), Ryan asserts that Goodman was presumed as a matter of law to have understood the provisions of the settlement agreement when she signed it. Ryan argues that the legal effect of § 16 of the settlement agreement was to place Goodman on notice of:

[9] The parties use the term "attorney judgment doctrine" as shorthand for the principle that "there can legitimately exist a range for honest differences of opinion in making settlement recommendations." The parties agree that the attorney judgment doctrine was not raised in Ryan's motion for summary judgment.

Goodman asserts that the circuit court relied on the attorney judgment doctrine as an alternative basis for granting summary judgment. Ryan's position is that the circuit court discussed the attorney judgment doctrine to "refute[] Goodman's argument that she could not have discovered the negligence until it was revealed to her by successor counsel." Ryan also asserts that "it appears from the transcript that [the circuit court] was merely pointing out something within the fact record, not a specific legal doctrine embedded in case law."

It is inappropriate for a trial court to grant summary judgment on a ground not presented by the moving party. *Davis v. Goodman*, 117 Md. App. 378, 394 (1997). We are confident that circuit court was aware of this. In any event, to the extent that the circuit court intended to articulate a separate basis for its ruling, the court erred.

> [the] circumstances which ought to have put a person of ordinary prudence on inquiry (thus, charging the individual) with notice of all facts which such an investigation, would in all probability have disclosed if it had been properly pursued.

(quoting *Windesheim*, 443 Md. at 327).

We do not agree. Our analysis starts with the pertinent text of § 16:

> Each party has had the opportunity to consult with counsel of his/her own choice and has done so. . . . Goodman declares that she fully understands the terms and provisions of this Agreement, that she has been fully informed of her legal rights and liabilities, that she believes that the provisions of this Agreement are fair, just and reasonable and that she signs this Agreement freely and voluntarily, acting under the advice of independent counsel, John Ryan.

In *Impac Mortg. Holdings, Inc. v. Timm*, 474 Md. 495, 506–07 (2021), the Supreme Court of Maryland explained that, when interpreting contractual language, a court

> does not construe particular language in isolation, but considers that language in relation to the entire contract. The court is to give effect to the plain meaning of the contract, read objectively, regardless of the parties' subjective intent at the time of contract formation. In other words, when the contract language is plain and unambiguous, the true test of what is meant is not what the parties to the contract intended it to mean, but what a reasonable person in the position of the parties would have thought it meant.

In our view, § 16 is unambiguous and neither party suggests otherwise. Thus, our first step is to determine what a reasonable person in Goodman's position would think § 16 means. This is not a particularly difficult exercise. A reasonable person in Goodman's shoes would have understood § 16 to mean exactly what it says, namely, that: (1) she consulted with Ryan before signing the settlement agreement, (2) she understood the

agreement, (3) she had been fully informed of her legal rights and responsibilities, (4) she believed that the terms of the agreement were fair and reasonable, and (5) she signed the agreement because Ryan advised her to do so. Significantly, there is nothing in § 16 that refers to the value of any asset, to Lehner's income, or to Goodman's suppositional expertise in valuing businesses. (Goodman stated under oath that she had none.)

Ryan argues that the signature doctrine means that, at the time that she signed the settlement agreement, Goodman was charged as a matter of law with knowledge of enough facts to place her on notice to inquire into the adequacy of Ryan's representation. In effect, Ryan argues that the phrases that "she fully understands the terms and provisions of this Agreement" and that she "has been fully informed of her legal rights and liabilities" mean that she was aware of facts that would have shown that his advice to her was flawed at the time the agreement was signed.

We do not agree. There is nothing in § 16 that says anything about any fact that would have placed Goodman on inquiry notice. Certainly, the settlement agreement stated that Goodman understood the terms of the agreement, as she concedes. But understanding *the terms of the agreement* does not mean that she was informed about the facts (or Ryan's understanding of the facts) that led Ryan to recommend that she sign it. In the context of the settlement agreement, the statement that she "has been fully informed of her legal rights and liabilities" can only refer to her rights and liabilities vis-à-vis Lehner. There is no textual basis in § 16 to support the conclusion that, by signing

the settlement agreement, Goodman acknowledged that she was on notice of any of the facts that were relevant to the substantive terms of the agreement.

In arguing otherwise, Ryan points to the fact that she was a lawyer, had access to business records, managed Manner Resins on a day-to-day basis, and at one time or another signed tax returns for some or most of the entities that she and Lehner owned. Goodman does not contest any of this. But she asserted under oath that she had "no experience or training in the valuation of businesses[.]" She also testified that she completely relied on Ryan's advice when she signed the settlement agreement.

Whether Goodman's education, work experience, and familiarity with the financial affairs of the martial business ventures were sufficient to place her on notice that Ryan's recommendations as to the value of Manner Resins and 3L were flawed is a factual issue. The same is true as to her other allegations of Ryan's negligence. Because there are genuine disputes as to these issues, summary judgment was inappropriate. That the signature doctrine does not apply in the way that Ryan claims that it does, renders irrelevant his contention that Goodman was required to demonstrate fraud on his part to avoid the application of the discovery rule.

In other words, there is nothing in § 16 or elsewhere in the settlement agreement that refers to any *fact* that would have provided Goodman with the basis to conduct an investigation which would have resulted in the discovery of what she asserts was Ryan's negligence.

In this regard, a comparison of the present case with *Windesheim* is informative. The plaintiffs/petitioners in *Windesheim* were individuals who engaged in a so-called "buy now, pay later" approach to purchasing new homes. Among other things, the process involved the plaintiffs' entering into home equity line of credit ("HELOC") loans on their existing residences to obtain cash to purchase new homes. In order to obtain the HELOC financing, the plaintiffs also signed loan applications that falsely stated that they were receiving rental income on their current residences. 443 Md. at 320–23. All of this eventually came to light and the plaintiffs sued their real estate agents as well as the lenders and loan processors involved in the transactions. They asserted that the net effect of the scheme caused them to incur unnecessary expenses; to "sell their old homes [at] below market value as a result of the financial burden imposed by the HELOC debt; and [to] pay above-market prices their new homes[.]" *Id.* at 323–24.

The defendants filed a motion for summary judgment. Among other things, they asserted that the plaintiffs' action was not filed within the three-year statute of limitations period. The defendants' theory was that the plaintiffs were on inquiry notice that things were awry when they signed the HELOC loan applications that falsely stated that their homes were rented. In response, the plaintiffs denied reading and understanding the loan applications. They asserted that, in light of their denials, summary judgment was inappropriate. *Id.* at 328.

Not so, said our Supreme Court:

> [Plaintiffs'] focus on their lack of knowledge of the contents of the Applications is misdirected. Under long-settled law, if there is no dispute that they signed the Applications, they are presumed to have read and understood those documents as a matter of law. The law presumes that a person knows the contents of a document that he executes and understands at least the literal meaning of its terms. The usual rule is that if there is no fraud, duress or mutual mistake, one who has the capacity to understand a written document who reads and signs it, or without reading it or having it read to him, signs it, is bound by his signature as to all of its terms. We will refer to this rule as the "signature doctrine."
>
> * * *
>
> Borrowers' refusal to confirm the authenticity of the signatures on the Applications represents nothing more than conjectural doubt. Any such doubt is insufficient to defeat a motion for summary judgment when the moving party has attested to the existence of the material fact.

443 Md. at 328–29.

Returning to the case before us, and in contrast to the plaintiffs/petitioners in *Windesheim*, Goodman does not deny that she signed the settlement agreement. She concedes that the settlement agreement and all of its terms are binding upon her. Nor does she argue that her signature was obtained by fraud, duress, or mutual mistake. She agrees that she relied on Ryan's advice when she signed the agreement just as the agreement states. Her point is that Ryan's advice was faulty, and that the faults were the result of Ryan's negligence. There was nothing in the settlement agreement that characterized the quality of Ryan's advice or the sufficiency of his pre-trial and pre-settlement negotiation preparations. Nor did the settlement agreement specify any facts about Goodman's and Lehner's business ventures, assets, or incomes prior to or at the time the agreement was signed. There was nothing in the settlement agreement that would have placed her on

notice of facts which, if investigated, would point to the conclusion that Ryan's professional services were deficient. In short, application of the signature doctrine to the settlement agreement is of no benefit whatsoever to Ryan in the present context of this litigation.

In concluding otherwise, the circuit court stated:

> [A]s sole or part owner of Manner Resins, [Goodman] admittedly had access to the financial records and relevant tax information for the entity from its inception through at least 2012. It is clear that [she] was on implied notice of her cause of action when she was advised that an entity which she was sole owner of was worthless prior to entering into the Settlement Agreement. Through an exercise of due diligence in accessing the financial records related to the entity, Plaintiff could have discovered that the recommendations provided by [Ryan were] erroneous and the valuation of Manner Resins was, as Plaintiff now alleges, substantially inaccurate.

These conclusions were erroneous for several reasons:

First, the evidence before the circuit court was that Manner Resins had no employees, no customers, and had ceased operating before Goodman's and Lehner's divorce trial. The gravamen of this aspect of Goodman's claim against Ryan is not just that he undervalued Manner Resins; rather, it is that he also failed to obtain a valuation of 3L, the business owned by Lehner which, according to Goodman, took over Manner Resin's operations, its customer base, and its employees.

Second, the court did not identify facts to support its conclusion that Goodman was in a position *superior* to Ryan in terms of valuing the company. Ryan does not point to

any part of the record that supports the circuit court's conclusion on this point. Our own review of the record didn't uncover any such evidence.

Third, assuming for purposes of analysis that there were evidentiary bases for the court's conclusions, Goodman asserted under oath that (1) she had no expertise in valuing businesses and (2) she was dependent upon Ryan for his advice and relied upon that advice when she signed the settlement agreement. There is no inconsistency between these assertions and the terms of the settlement agreement.

Finally, the court's conclusion that the terms of the settlement agreement should have placed Goodman on notice that Ryan may have been negligent is inconsistent with the principle that "[A] client has the right to rely on his or her lawyers' loyalty and to believe the accuracy and candor of the advice they give." *Frederick Road Ltd. P'Ship*, 360 Md. at 103 (citing, among other authorities, *Bar Ass'n of Baltimore City v. Marshall*, 269 Md.

510, 518–19 (1973)).[10]

In summary, a critical step in the circuit court's reasoning process that led it to grant summary judgment in Ryan's favor was the court's conclusion that the signature doctrine established as a matter of law that Goodman was on inquiry notice of Ryan's alleged negligence when she signed the settlement agreement. We hold that the language of the settlement agreement does not support this conclusion. When we view the evidentiary record in the light most favorable to Goodman as the non-moving party, we conclude that there are disputed issues as to material fact as to whether Goodman was on inquiry notice when the settlement agreement was executed. Therefore, summary judgment was

[10] In his brief, Ryan likens the facts in the present case to those in *Supik v. Bodie, Nagle, Dolina, Smith & Hobbs, P.A.*, 152 Md. App. 698, 714 (2003). He asserts:

> In *Supik*, the court found that in a legal malpractice case stemming from the client's dissatisfaction with a settlement agreement, the date that the settlement agreement was signed fixed the date of the injury for statute of limitations purposes.
>
> This is precisely the scenario at hand here. Goodman knew or should have known of the grounds for a theoretical legal malpractice action against her attorneys at the time she signed the Settlement Agreement, as explained at length above.

Ryan misreads *Supik.* In that case, we held that the issue of when the cause of action accrued was one for the jury. 152 Md. App. at 722 ("Because the ordinary principles governing summary judgment continue to apply when the issue is summary judgment on grounds of limitations, and because there does exist, in this case, a genuine dispute of material fact, we hold that the trial court erred as a matter of law in granting Bodie, Nagle's motion for summary judgment.").

inappropriate. We reverse the judgment of the circuit court and remand this case for further proceedings consistent with our holding.

We emphasize the narrow scope of our holding. We have concluded only that there are disputed issues of material fact as to when Goodman had express or implied notice of the nature and cause of her alleged injuries. We express no views as to when Goodman was on inquiry notice.

THE JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IS REVERSED. THE CASE IS REMANDED FOR PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY APPELLEE.