

Circuit Court for Montgomery County
Case No. 431493V

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 0258

September Term, 2021

JIMMY W. TRAETTINO, *et al.*

v.

ANGELA TRAETTINO

Beachley,
Wells,
Adkins, Sally D.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Adkins, Sally D., J.

Filed: March 3, 2022

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

This case makes its second appearance before this Court. In a previous appeal, *Traettino v. Traettino*, No. 2271, 2020 WL 4592720, at *1 (Md. Ct. Spec. App. Aug. 11, 2020) (“*Traettino I*”) we reviewed a circuit court decision rejecting a claim by Angela Traettino against her son Jimmy Traettino, and his wholly-owned corporations 3JT, LLC and Mangiare, Inc (collectively “Defendants”).¹ Angela sought return of property she transferred as an *inter vivos* gift to Jimmy.

In *Traettino I*, we determined that because Jimmy and Angela were in a confidential relationship, Jimmy had to overcome the presumption of undue influence to establish that the property transfer from Angela to him was fair and reasonable. We decided that Jimmy did not rebut this presumption and remanded to the circuit court for further proceedings with instructions to afford equitable relief to Angela consistent with our opinion. On remand, the circuit court—after receiving proposed orders from both parties and denying Jimmy’s motions for further hearings and discovery—entered a final order and judgment rescinding and invalidating the property transfer from Angela to Jimmy and declaring Angela the fee simple owner of the property.

Jimmy filed a motion to alter or amend the judgment which the circuit court denied. Following the denial of his motion, Jimmy appealed. He presents us with the following questions on appeal:

1. Did the trial court commit reversible error by ignoring the Mandate of the Court of Special Appeals in failing to establish a constructive trust or to develop some other equitable remedy for the benefit of Angela Traettino to ensure her financial stability during her lifetime?

¹ Hereinafter we refer to Angela Traettino and Jimmy Traettino by their first names. We do so for clarity and mean no disrespect by this informality.

2. Did the trial court abuse its discretion by failing to allow Appellants to conduct post-judgment discovery and by failing to hold an evidentiary hearing to obtain sufficient information to fashion an equitable remedy?
3. If the trial court’s rescission of the transfer of the Fairmont Property to Jimmy Traettino and then to 3JT, LLC was a permissible execution of the Mandate of the Court of Special Appeals, did the trial court abuse its discretion and commit reversible error by denying Appellants’ Motion to Alter or Amend Judgment and refusing to reimburse 3JT, LLC and Mangiare, Inc. for expenses incurred on behalf of the Fairmont Property from January 10, 2017 through February 3, 2021 and to compensate for value added to the Fairmont Property?

For the following reasons, we affirm.

FACTS AND PROCEDURAL HISTORY

*The first appeal*²

In *Traettino I* we held that the no-consideration transfer of property located at 4948 Fairmont Avenue and 4940 Fairmont Avenue (collectively “the Fairmont”) from Angela to Jimmy was invalid.³ *Id.* at *1, *13. We concluded it was “undisputed” that Jimmy and Angela were in a confidential relationship leading up to the Fairmont transfer, as Jimmy was acting as his mother’s attorney in-fact. *Id.* at *2, *4 (citing *Figgins v. Cochrane*, 403 Md. 392, 410 (2008)). “The existence of a confidential relationship gives rise to the presumption that any *inter vivos* gift from Angela to Jimmy is the product of undue influence, and therefore invalid. The heavy burden of rebutting this presumption,

² Other facts and background information described in our previous opinion may be included in the discussion section below.

³ The Fairmont is located in Bethesda, Maryland.

by clear and convincing evidence, rest[ed] with Jimmy as the donee.” *Traettino I*, 2020 WL 4592720, at *15 (internal citations omitted) (citing *Figgins*, 403 Md. at 411).

In order to rebut the presumption of undue influence, Jimmy had to “show the fairness and reasonableness of the transaction, and demonstrate that the transfer was the free and uninfluenced act of the grantor, upon full knowledge of all the circumstances connected with it and of its contents.” *Traettino I*, 2020 WL 4592720, at *6 (quoting *Figgins*, 403 Md. at 411). We held that Jimmy did not rebut this presumption. *Traettino I*, 2020 WL 4592720, at *13. In reaching our conclusion, we analyzed the six factors set forth in *Midler v. Shapiro*, 33 Md. App. 264 (1976) to determine whether a gift is fair and reasonable when transferred from the non-dominant party in a confidential relationship to the dominant party. *Traettino I*, 2020 WL 4592720, at *7.

Some of the factors the Court must consider in determining whether the ‘heavy burden’ of demonstrating ‘fairness’ and ‘reasonableness’ has been met are:

- (1) the voluntariness of the act;
- (2) the stripping of the donor of his or her assets vis-a-vis the incidence of control retained by the donor;
- (3) the motive of the person in whom the confidence was reposed;
- (4) the degree to which the donor heeded the advice of the person possessed of the donor’s confidence;
- (5) whether the donor acted upon independent advice; and
- (6) the comprehension of the donor of what he or she was doing.

Midler, 33 Md. App. at 273–74 (cleaned up).

Based upon the circuit court’s fact finding, we held that the first factor—voluntariness—and the sixth factor—comprehension—weighed in favor of validating the transfer of property. *Traettino I*, 2020 WL 4592720, at *8, *12. These factors, however, were more than offset by the second, third, fourth, and fifth factors, which decidedly

pointed in the opposite direction. *See id.* at *13. We strongly emphasized Angela’s lack of any opportunity to consult with independent counsel and Jimmy’s failure to consider his mother’s financial circumstances as a result of transferring the Fairmont, her most valuable asset. *See id.* at *8, *12–13. Based upon these factors, we ruled that because Jimmy did not rebut the presumption of undue influence the transfer of property was invalid. *See id.* at *13.

To prevent Jimmy from receiving “an inequitable second bite of the apple” to prove his case, we “decline[d] to remand for further hearings on the issue” of rebutting the presumption of undue influence. *Id.* We held “that the circuit court erred by upholding the no-consideration transfer of the Fairmont from Angela Traettino to Jimmy Traettino.” *Id.* at *15. As a result, we reversed and remanded “with instructions to the circuit court that it afford equitable relief to Angela consistent with our holding herein, such as an order rescinding the transaction and constructive trust.” *Id.* This Court’s mandate stated that “the case is remanded for further proceedings consistent with this opinion.” *Id.*

The current appeal

On remand, Angela filed a Line with an attached proposed Supplemental Order and Judgment. In essence, the proposed order would invalidate the transfer of the Fairmont from Angela to Jimmy and grant Angela title and possession of the property. Jimmy objected to this proposed order, alleging that this Court could have fashioned its own remedy to transfer the property to Angela, but instead remanded for further proceedings. Jimmy requested the circuit court “set a Status Conference and/or a

Briefing Order for the opposing parties to set forth their respective interpretations of how the Mandate and [sic] the Court of Special Appeals should be effectuated.”

Along with his objection to Angela’s Line and proposed order, Jimmy filed his own Line and proposed order. If granted, Jimmy’s proposed order would set a preliminary hearing to address what further proceedings would be necessary to effectuate this Court’s mandate and would require briefing on the matter. Angela objected to Jimmy’s proposed order, arguing it was an attempt to unnecessarily elongate the resolution of this case. Angela further argued that the term “further proceedings”—as used in this Court’s mandate—does not require further briefing or input from the parties.

Shortly thereafter, Jimmy filed a motion requesting the court set an evidentiary hearing to determine the appropriate disposition of this matter. Jimmy claimed that the appropriate resolution, in relevant part, would be to rescind the deed transfer from Jimmy to 3JT, LLC,⁴ create a constructive trust where Jimmy would serve as the trustee and Angela would be the beneficiary during her lifetime, and, upon Angela’s death, terminate the constructive trust and transfer title of the Fairmont to Jimmy. The circuit court denied Jimmy’s motion for an evidentiary hearing. Jimmy also filed a Motion for Supplemental Discovery in order to elicit evidence regarding Angela’s current and projected financial needs, as well as Angela’s current wealth, which the circuit court also denied.

⁴ 3JT, LLC is a corporation in which Jimmy holds 100% ownership interest. Jimmy transferred the Fairmont to 3JT, LLC and 3JT was the recorded fee simple owner of the property from March 10, 2017 until February 3, 2021. 3JT, LLC is also party to this lawsuit.

After denying both of Jimmy’s motions for further briefing and discovery, the circuit court, on February 3, 2021, entered Angela’s proposed Supplemental Order and Judgment as the final judgment in this matter. In relevant part, the circuit court:

ORDERED, that the Judgment entered in favor of Defendant Jimmy W. Traettino against the Plaintiff Angela Traettino, as to the rescission of the transfer of title to the Property located at 4940 Fairmont Avenue, Bethesda, MD 20814 and 4948 Fairmont Avenue, Bethesda MD 20814 (hereinafter the “**Fairmont Property**”) is hereby **VACATED**; and it is further,

ORDERED, that the transfer of the Fairmont Property located at 4940 Fairmont Avenue, Bethesda, MD 20814, parcel number 07-00551873 and 4948 Fairmont Avenue, Bethesda, MD 20814, parcel number 0700551986, by deed recorded on January 12, 2017 from Plaintiff Angela Traettino to Defendant Jimmy W. Traettino which is recorded at Book 53563, Pages 208-212 (the “**First Transfer**”) is hereby rescinded and adjudged and decreed to be invalid and of no legal effect; and it is further

ORDERED, that the transfer of the Fairmont Property by deed recorded on March 10, 2017 from Defendant Jimmy Traettino to Defendant 3JT, LLC, which is recorded at Book 53956, Pages 365-371 (the “**Second Transfer**”) is hereby rescinded and adjudged and decreed to be invalid and of no legal effect; and it is further

ORDERED, that any subsequent transfer of the Fairmont Property after the Second Transfer is hereby rescinded and adjudged and decreed to be invalid and of no legal effect; and it is further

ORDERED, that any and all liens, securities, mortgages or other encumbrances placed or recorded against the Fairmont Property from January 12, 2017 through the date of this Supplemental Order and Judgment are hereby invalidated and shall be of no legal effect; and it is further

ORDERED, that Plaintiff, Angela Traettino is the fee simple owner of the Fairmont Property; and it is further

ORDERED, that notwithstanding any instruments that have been recorded in the land records of Montgomery County, Maryland, for the Fairmont Property, Plaintiff, Angela Traettino was the fee simple owner of

the Fairmont Property from January 12, 2017 through the date of this Supplemental Order and Judgment; and it is further

ORDERED, that to the extent not covered by any of the preceding provisions of this Supplemental Order and Judgment, that all right, title and interest in and to the Fairmont Property is, by virtue of this Supplemental Order and Judgment transferred and conveyed to Angela Traettino; and it is further

ORDERED, that Defendant Jimmy Traettino shall turn over physical possession of the Fairmont Property to Plaintiff Angela Traettino, no later than 90 days from the date of this Supplemental Order and Judgment; and it is further

* * *

ORDERED, that Plaintiff, Angela Traettino shall not be liable in any way for any liabilities arising from ownership of the Fairmont Property that have been or were incurred from January 12, 2017 through the date when Angela Traettino regains physical possession of the Fairmont Property, including but not limited to, any tax or tort liabilities, and that such liabilities shall be borne by Defendant Jimmy Traettino and/or Defendant 3JT, LLC; and it is further

ORDERED, that all prior orders or judgments from this Court are hereby vacated to the extent that they are inconsistent with the terms of this Supplemental Order and Judgment; and it is further

ORDERED, that this Supplemental Order and Judgment be indexed and recorded in the land records for Montgomery County, Maryland; and it is further

ORDERED, that this Supplemental Order and Judgment be entered as a judgment.

On February 13, 2021, Jimmy filed a Motion to Alter or Amend Judgment pursuant to Maryland Rule 2-534. In his motion, Jimmy alleged that from January 12, 2017 to February 3, 2021, 3JT, LLC paid real property taxes totaling \$167,874.11 and

Mangiare, Inc.⁵ paid building insurance premiums totaling \$55,673.00, confirmed maintenance costs totaling \$51,158.54, and another \$10,000.00 in estimated maintenance costs. Jimmy further asserted that, according to the Maryland Department of Assessments and Taxation, during this same general period the Fairmont property increased in value by \$898,700.⁶ Based upon the above costs and property value increase, Jimmy requested the court to amend its order and require Angela to reimburse 3JT, LLC and Mangiare, Inc. a total of \$1,235,405.60.⁷ The circuit court denied Jimmy's Motion to Alter or Amend Judgment.

Jimmy timely appealed the denial of his motions and entry of the Supplemental Order and Judgment.

DISCUSSION

Effectuation of the Court of Special Appeals' mandate

“If the construction and interpretation of an appellate court's mandate is found to be not in accord with the intention of the appellate court, it is subject to review.”

⁵ Jimmy holds 100% ownership interest in the corporation Mangiare, Inc. Positano Ristorante Italiano—the tenant at the Fairmont—is owned by Mangiare, Inc. Mangiare, Inc. is also party to this lawsuit.

⁶ According to Jimmy's motion, “[t]he Montgomery County Real Property Consolidated Tax Bills for 4948 and 4940 Fairmont Avenue, Bethesda, Maryland and the records of the Maryland Department of Assessments and Taxation establish that the value of 4948 Fairmont Avenue, Bethesda, Maryland increased \$573,533.00 from 2017 through 2020 and that the value of 4940 Fairmont Avenue, Bethesda, Maryland increased \$325,167.00 from 2017 through 2020.”

⁷ Angela filed an opposition to this motion. Defendants filed a reply to Angela's opposition to their motion. Angela filed a sur-reply regarding Defendants' motion. Thereafter, Defendants filed a response to Angela's sur-reply.

Balducci v. Eberly, 304 Md. 664, 674 (1985) (footnote omitted) (citing *Bishiels v. Campbell*, 200 Md. 622 (1952)). Thus, we look to the circuit court’s proceedings and judgment on remand to determine if they are consistent with our mandate.

This Court’s mandate in *Traettino I* ordered that “[t]he judgment of the Circuit Court for Montgomery County is reversed in part and affirmed in part, and the case is remanded for further proceedings consistent with this opinion.” *Traettino I*, 2020 WL 4592720, at *15. We held that the circuit court erred in upholding the no-consideration transfer of the Fairmont from Angela to Jimmy. *Id.* As such, we instructed the circuit court to “afford equitable relief to Angela consistent with our holding herein, such as an order rescinding the transaction and constructive trust.” *Id.* Importantly, this Court also “decline[d] to remand for further hearings” on the issue of whether the transfer of the Fairmont from Angela to Jimmy was fair and reasonable. *Id.* at *13.

On remand, the circuit court considered proposed orders and motions from both Angela and Jimmy. Ultimately, Jimmy’s proposed order and motions seeking further discovery, briefing, and hearings were denied. The circuit court implemented Angela’s proposed order as the final order and judgment in this case. Jimmy argues that the mandate required the circuit court to hear and consider evidence regarding what equitable relief Angela is entitled. By denying Jimmy’s motions for further briefing and discovery on the matter, Jimmy asserts that the circuit court ignored this Court’s mandate. Jimmy’s claim that the mandate requires further hearing and consideration of evidence rests on the assertion that this Court could have vacated and modified the prior decision under Maryland Rule 8-604, without remanding the case.

We are not so persuaded. Firstly, Jimmy had the opportunity in defense of Angela’s suit against him to present evidence on Angela’s current and future financial needs in order to rebut the presumption of undue influence. But he did not do this. *See id.* at *8–9. Jimmy’s failure to do so was a significant factor in our previous decision. *See id.* (noting that Jimmy’s plan to secure ownership of the Fairmont was made with “little or no consideration of Angela’s financial well-being after the transfers were completed”). Under our *Midler* analysis, we noted that “Angela’s financial needs are material to an analysis of what is fair and reasonable in a transaction involving a gift to the dominant person in a confidential relationship.” *Id.* at *9. Allowing Jimmy to conduct further briefing, hearings, and discovery on the matter of Angela’s financial needs would be granting Jimmy an inequitable second bite of the apple, which we explicitly proscribed. *See id.* at *13 (holding that “Jimmy did not rebut the presumption of undue influence” and “declin[ing] to remand for further hearings on the issue”). Thus, the circuit court did not err or abuse its discretion in denying Jimmy’s request for further hearings and discovery on this issue.

Secondly, appellate courts often remand for determination and implementation of equitable relief. *See, e.g., Silverman v. Md. Deposit Ins. Fund Corp.*, 317 Md. 306, 330 (1989); *Edenbaum v. Schwarcz-Osztreicherne*, 165 Md. App. 233, 260–61 (2005). Under Maryland Rule 8-604(d), “[i]f the Court concludes that the substantial merits of a case will not be determined by affirming, reversing or modifying the judgment, or that justice will be served by permitting further proceedings, the Court may remand the case to a

lower court.” The lower court on remand must conduct the further proceedings necessary to effectuate the opinion and mandate of the appellate court. *See* Md. Rule 8-604(d).

Jimmy asserts that the term “further proceedings” requires the circuit court to allow briefings, hearings, and discovery on remand. Angela asserts the opposite. We agree with Angela. Although there is not a Maryland case that defines “further proceedings,” the Supreme Court of Pennsylvania provided a helpful explanation of this familiar and often used term in *SugarHouse HSP Gaming, L.P. v. Pennsylvania Gaming Control Bd.*, 162 A.3d 353 (Pa. 2017).

[W]hen an appellate court remands for “further proceedings” there is no “one size fits all” talismanic definition for those terms which is applicable to all cases and situations. It is axiomatic that the facts and procedural history of each case as it developed in the lower court or administrative agency will be different when considered by an appellate tribunal, and, thus, if that tribunal determines that a remand for further proceedings is warranted, the nature of those proceedings will necessarily vary depending on the specific circumstances presented by each individual case.

Thus, every remand order directing that further proceedings be conducted must necessarily be examined in conjunction with the opinion of the appellate tribunal and the particular facts, circumstances, and procedural history of the case in order to determine what the lower court or tribunal is required to do upon return of the case to it. It must be emphasized that, when a case is returned to a lower court or administrative agency with such a directive, those tribunals have usually already conducted some fact-finding or legal analysis in the case and, accordingly, this acquired familiarity with the already developed record allows the court or administrative agency considerable discretion to choose the specific type of proceedings it will conduct in order to fulfill the purposes for which the appellate court has ordered remand.

SugarHouse, 162 A.3d at 371 (internal citation omitted).

In *SugarHouse*, Pennsylvania’s highest court directed that the lower court could conduct additional hearings and receive additional evidence—if the lower court decided

it was necessary. *Id.* at 371–72. The lower court, however, was not required to conduct “further proceedings” in such a manner. *Id.* at 372. The Supreme Court of Pennsylvania held that “further proceedings” could be effectuated by only considering the evidentiary record already before it. *See id.* We similarly conclude that the circuit court conducted further proceedings consistent with our earlier opinion by considering both parties’ proposed orders and motions on what equitable relief should be provided to Angela. There was no need to hold further hearings, allow further discovery, or hear new evidence. The adequate equitable remedy could be implemented without consideration of new evidence.

Lastly, Jimmy asserts that the circuit court did not effectuate our mandate when it did not institute a constructive trust. Jimmy focuses on the sentence in our previous opinion that instructs the circuit court to “afford equitable relief to Angela consistent with our holding herein, *such as an order rescinding the transaction and constructive trust.*” *Traettino I*, 2020 WL 4592720 at *15 (emphasis added). He argues that the use of the phrase “*and constructive trust*” requires the circuit court to implement a constructive trust or other equitable remedies aside from rescinding the transfer of the Fairmont. Jimmy again misses the mark. We instructed the court to afford equitable relief to Angela “*such as an order rescinding the transaction and constructive trust.*” *Id.* (emphasis added). These were merely examples of equitable remedies the circuit court could implement—as evidenced by the use of the phrase “such as.”

The circuit court has “all the discretion and flexibility” to implement equitable remedies. *See Long v. Long*, 129 Md. App. 554, 579 (2000). Of course, this discretion is

not limitless; the circuit court does not have “discretion to misapply equitable doctrines or to refuse to apply one when the facts and circumstances of the case clearly warrant its application.” *Noor v. Centreville Bank*, 193 Md. App. 160, 175 (2010). Jimmy asserts that a constructive trust would be the “logical” equitable remedy under the given facts and circumstances. We agree that a constructive trust was logical—but not on the terms that Jimmy desires.

“A constructive trust is a remedy that converts the holder of legal title to property into a trustee for one who in good conscience should reap the benefits of the property.” *Porter v. Zuromski*, 195 Md. App. 361, 368 (2010) (citing *Wimmer v. Wimmer*, 287 Md. 663, 668 (1980)). The purpose of a constructive trust is “to prevent the unjust enrichment of the holder of the property.” *Porter*, 195 Md. App. at 368 (citing *Wimmer*, 287 Md. at 668)). The Court of Appeals in *Bowie v. Ford*, 269 Md. 111 (1973) further explains this equitable remedy.

[Constructive trusts] arise purely by construction of equity, independently of any actual or presumed intention of the parties to create a trust, and are generally thrust on the trustees for the purpose of working out the remedy. The trusts are not what are known as technical trusts Equity declares the trust in order that it may lay its hand on the thing and wrest it from the possession of the wrongdoer.

Bowie, 269 Md. at 118–19 (quoting *Eisinger Mill & Lumber Co. v. Dillon*, 159 Md. 185, 191 (1930)).

According to the well-respected treatise Dan B. Dobbs & Caprice L. Roberts, *Law of Remedies* § 4.3(2), at 398 (3d ed. 2018), “[w]hen equity imposes a constructive trust upon an asset of defendant, plaintiff ultimately gets formal legal title. The effect is to

allow plaintiff to recover the identifiable asset.” Further, “[w]hen the court decides that defendant must make restitution [to prevent unjust enrichment], it first declares him to be constructive trustee, then orders him as trustee to make a transfer of the property to the beneficiary of the constructive trust, plaintiff.” *Id.* at 399.

The “trust” language used to describe a constructive trust is simply a metaphor; it is not an actual trust. *Id.* As Dobbs and Roberts also explained, “[i]t is not important for courts to use the term constructive trust to achieve any given effect, such as restoration of specific property or recovery of defendant’s gains. Any of the effects for which constructive trust stands can be addressed without the slightest reference to constructive trust.” *Id.* at 405.

The circuit court’s Supplemental Order and Judgment ordered the Fairmont transfer from Angela to Jimmy, Jimmy to 3JT, LLC, and any subsequent transfers be rescinded. It also ordered the Fairmont be provided to Angela free and clear of all liens, securities, mortgages, or other encumbrances and that all right, title, and interest in the Fairmont be transferred to Angela. We see this order as an equitable remedy tantamount to a constructive trust and is within the judge’s discretion.⁸ *See Long*, 129 Md. App. at 579 (holding that the courts have wide discretion and flexibility in entering equitable remedies).

Jimmy misconstrues our earlier opinion and mandate in asserting that the constructive trust should be used to benefit Angela only during her lifetime and that title

⁸ We are not asked by either party to address any question regarding the transfer of bare legal title and do not do so.

should revert to Jimmy upon her death. When we mentioned constructive trust in *Traettino I*, we intended that the trust be for the benefit of Angela, not Jimmy. Although Jimmy’s failure to consider Angela’s financial well-being in the transaction was a significant factor in our decision that he failed to rebut the presumption of undue influence, such does not carry forward to support Jimmy’s request for a remainder interest in the Fairmont. Our determination in *Traettino I* that the original deed from Angela to Jimmy was tainted by undue influence placed the parties back at square one—the entire transaction was invalid. In short, as Judge Beachley put it during oral argument in response to Jimmy’s contention—“that ship has already sailed.”

Motion to alter or amend judgment

We review denial of a motion to alter or amend judgment under an abuse of discretion standard. *Nusbaum v. Nusbaum*, 243 Md. App. 653, 665 (2019). “A trial court’s decision whether to award particular forms of equitable relief based on its fact findings and the applicable legal standards is reviewed for abuse of discretion.”

Bontempo v. Lare, 444 Md. 344, 363 (2015) (citing *Comm’n on Hum. Rels. v. Talbot Cnty. Det. Ctr.*, 370 Md. 115, 127 (2002)).

The circuit court denied Jimmy’s Motion to Alter or Amend Judgment. Through his motion, Jimmy asked the circuit court to amend the Supplemental Judgment and Order by requiring Angela to reimburse 3JT, LLC and Mangiare, Inc. a total of \$1,235,405.60 to cover taxes paid, building insurance premiums, confirmed and estimated maintenance costs, and appreciation in property value. Jimmy alleges equity requires that he—and/or 3JT, LLC and Mangiare, Inc.—be compensated for costs

incurred and the increased property value of the Fairmont because not doing so would inequitably confer a large benefit to Angela. In *Long*, this Court noted that the circuit court has “all the discretion and flexibility” in entering equitable remedies. *Long*, 129 Md. App. at 579. As previously noted, the discretion is not limitless if the facts and circumstances warrant implementation of certain equitable remedies. *Noor, supra*, 193 Md. App. at 175.

Given the facts and circumstances of this case, the circuit court did not abuse its discretion by denying the equitable remedy requested in Jimmy’s motion. Under a constructive trust, “plaintiff may obtain, not merely what she lost, but gains received by defendant from the property’s increase in value[.]” *Dobbs & Roberts, supra* § 4.3(2), at 401 (citing Restatement (Third) of Restitution and Unjust Enrichment § 55 cmt. i (2011)). The Restatement (Third) of Restitution and Unjust Enrichment § 55 cmt. i explains that a “constructive trust can reach both specific property and its traceable product[.]” Jimmy—through 3JT, LLC and Mangiare, Inc.—may have paid the Fairmont’s property taxes, insurance premiums, and maintenance costs, but Jimmy did not pay Angela rent or the proposed \$14,000 monthly consulting fee⁹ since the initial lawsuit began. Based upon these circumstances, the circuit court was well within its discretion to deny Jimmy’s Motion to Alter or Amend Judgment.

⁹ While Angela owned the Fairmont, Mangiare, Inc. paid Angela \$14,000 per month in rent. *Traettino I*, 2020 WL 4592720, at *2. Mangiare, Inc. ceased paying rent to Angela once the Fairmont property was transferred to Jimmy. *See id.* Jimmy initially followed through on his promise to pay Angela \$14,000 per month as a “consulting fee” to replace her loss in rental income, but stopped when this lawsuit began. *Id.* at *3.

CONCLUSION

The circuit court effectuated this Court's mandate through implementation of the Supplemental Order and Judgment. The circuit court also did not abuse its discretion by denying Jimmy's Motion to Alter or Amend Judgment. For these reasons, we affirm.

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