Circuit Court for Prince George's County
Case No. CAL16-44208

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1656

September Term, 2017

STEFANIE OYATEDOR

v.

FLOYD C. PATTERSON, SR., et al.

Fader. C.J.,
Nazarian,
Reed,

JJ.

Opinion by Fader, C.J.

Filed: December 7, 2018

The Circuit Court for Prince George's County entered summary judgment against appellant Stefanie Oyatedor on claims she brought against her former landlords, appellees Floyd Patterson, Sr. and Floyd Patterson, Jr., for injuries sustained after her rental home became uninhabitable due to mold infestation. The court determined that Ms. Oyatedor had previously waived all claims related to the tenancy in a settlement announced on the record in open court in a separate proceeding. Because Ms. Oyatedor accepted the benefits from, and otherwise performed under, that settlement, we agree. We therefore affirm the circuit court's award of summary judgment against Ms. Oyatedor with respect to her own claims.

Ms. Oyatedor's complaint also sought to make claims on behalf of her oldest son, who was then a minor. Although Ms. Oyatedor's complaint did not list her son as a plaintiff in the caption or describe the capacity in which she sought to bring claims on his behalf, it clearly sought damages for her son's injuries and referred to him multiple times as a plaintiff. On appeal, both parties seem to believe that the circuit court granted summary judgment with respect to the claims Ms. Oyatedor sought to raise on behalf of her son. We conclude otherwise. However, because it is clear that Ms. Oyatedor sought to bring claims on behalf of her son, the circuit court should have granted her leave to amend her complaint to attempt to plead those claims properly. We remand with instructions to grant that leave.

BACKGROUND

Factual Background

Ms. Oyatedor leased a rental home in Hyattsville, Maryland from the Pattersons for a one-year term beginning January 2014 for a monthly rent of $1,450. According to her

complaint, she noticed a variety of minor problems with the home immediately upon moving in that were not addressed until she filed a rent escrow action in mid-2014. Within a few weeks of moving in, Ms. Oyatedor also noticed water collecting and flooding into the kitchen and den. Although she complained frequently about this problem, and in spite of promises by the Pattersons to fix the problem, they "did nothing." The flooding problem persisted throughout Ms. Oyatedor's tenancy.

Beginning in March 2015, Ms. Oyatedor's oldest son began experiencing medical issues including difficulties breathing, asthma-like symptoms, and visible swelling and rashes on multiple parts of his body. Following medical tests, Ms. Oyatedor's son was diagnosed with obstructive sleep apnea and was also found to be allergic to a variety of toxic molds. A subsequent test of the home "found extremely high levels" of certain types of mold, including some of the same types to which Ms. Oyatedor's son had recently been found allergic. His conditions improved after vacating the property.

On May 10, 2016, Ms. Oyatedor filed a rent escrow action in district court and began paying her rent into an escrow fund. A month later, Mr. Patterson, Sr. filed an action against her for failure to pay rent. On August 26, 2016, the parties appeared in district court for a hearing on the escrow case. The following exchange occurred:

> THE COURT: Okay. All right. I understand you all have reached an agreement.
>
> [COUNSEL FOR PATTERSONS]: Yes, Your Honor. We reached an agreement that currently there are three months of rent in the rent escrow. The parties agree to equally split that amount.
>
> THE COURT: Okay.

> [COUNSEL FOR PATTERSONS]: And to -- the landlord -- I am sorry, and the tenant agrees to provide the landlord with the keys. The tenant agrees to vacate the property by August 31st.
>
> This resolves any and all issues that have arisen or may have occurred or may arise as a result of the tenancy. And we are going to sign an agreement to this effect.
>
> And we are asking that the Court just reset this matter for two weeks just so that we can have a (Inaudible) that Counsel can sign an agreement and we will submit a line just stating that it has been done so that the date can be vacated.
>
> THE COURT: All right. You are asking me to order the disbursement of funds today.
>
> [COUNSEL FOR PATTERSONS]: Yes, Your Honor.
>
> [COUNSEL FOR MS. OYATEDOR]: Correct.
>
> THE COURT: And reset it for a follow-up --
>
> [COUNSEL FOR MS. OYATEDOR]: Yes, Your Honor. And we will --
>
> THE COURT: -- status?
>
> [COUNSEL FOR MS. OYATEDOR]: And we will submit an agreement hopefully take the hearing off the docket. The hearing will most likely will not be necessary.
>
> THE COURT: Okay.

Counsel for both parties then agreed that there was no need to stay an eviction proceeding that was scheduled for September 1—then just six days away—because, pursuant to the agreement they had reached, Ms. Oyatedor would already have vacated the premises by that time. After the parties agreed on the record as to the amount each would receive from the escrow account—$2,175—and confirmed once again that Ms. Oyatedor would be out of the home before September 1, the court summarized: "So, I will note that both parties were present. That an agreement has been reached. That the escrow funds are to be disbursed equally. And this will be reset." No one objected. Instead, counsel agreed to

schedule a follow-up hearing for September 13 and to submit a line removing the hearing "if everything is complied with."

Following the hearing, counsel exchanged emails regarding the agreement. In the first e-mail, which was sent later on the same day as the hearing, Ms. Oyatedor's counsel noted that although there had been no discussion regarding return of the security deposit, "to prevent any additional litigation" his client expected that the deposit would be tendered "upon my client returning the keys."

The Pattersons' counsel responded four days later that "[p]er our agreement placed on the record, we have resolved any and all issues which have arisen or which may arise as a result of the tenancy." As a result, she asserted, Ms. Oyatedor "is barred from any further litigation." Counsel also observed that the "Maryland rules" did not require "return [of] the security deposit on the same day that the tenant vacates the property."

The following day, August 31, in a response to an e-mail forwarding a draft settlement agreement,[1] Ms. Oyatedor's counsel agreed that "[i]t is our understanding to [sic] no further claims will be brought by my client AND/OR your client as well. It is our position that withholding the security deposit is further action and is barred by this contract."

Also on August 31, Ms. Oyatedor vacated the rental home and, according to the docket, a request was "sent to accounting" for a check, presumably for dispersal of the

[1] The e-mail is included in the record but the agreement that was attached to it is not.

escrow funds. The escrow funds were eventually dispersed, one-half to each party. The parties postponed the date for the follow-up hearing from September 13 to November 10. On that date, the court dismissed the case by agreement of the parties. No written settlement agreement was ever signed.

Procedural Background

In December 2016, less than a month after the rent escrow action was dismissed, Ms. Oyatedor initiated this action by filing a complaint against the Pattersons for breach of contract, negligence, fraud, and two claims of retaliation.[2] The breach of contract and negligence claims stemmed from the Pattersons' alleged failure to investigate and repair damage to the home that resulted in mold and consequent injuries to Ms. Oyatedor and her oldest son. Ms. Oyatedor's fraud claim alleged that the Pattersons fraudulently added a $75 late fee to her copy of the lease and falsely claimed that she was late in paying her rent. Her retaliation claims alleged that the Pattersons refused to make repairs to the property and sued her for failure to pay rent and for possession in retaliation for the rent escrow action. Ms. Oyatedor sought damages of $287,000 plus attorney's fees and costs.

A key point of confusion on appeal relates to the complaint's treatment of claims on behalf of Ms. Oyatedor's oldest son. Her son is not listed as a plaintiff in the case caption, nor does the complaint ever state directly that Ms. Oyatedor is bringing claims on his behalf

[2] Ms. Oyatedor actually filed two different actions, with case numbers CAL16-44208 and CAL17-07982, that were consolidated by the circuit court upon a finding that the allegations in each were "very similar if not the same." On appeal, neither party takes issue with that finding or the consolidation.

in her capacity as his "next friend" or in any other capacity. The complaint also uses the singular "Plaintiff" to refer to herself at least 23 times and the term "Plaintiff's son" to refer to her son at least eight times. Although those factors suggest that Ms. Oyatedor's son was not intended to be a plaintiff, other factors are to the contrary. For example, the complaint refers to Ms. Oyatedor's son as a plaintiff eight times,[3] beginning in the second paragraph, and also uses the term "Plaintiffs," apparently referring to both Ms. Oyatedor and her son, 13 times. And the complaint expressly seeks "compensatory damages for Plaintiff and Plaintiff's son for the consequences of mold exposure."

The Pattersons moved for summary judgment on the ground that Ms. Oyatedor had waived any and all claims arising out of the tenancy in settling the rent escrow action. Based on the transcript of the hearing resolving the rent escrow action and the subsequent e-mail correspondence, the Pattersons contended that it was undisputed that (1) the parties had agreed in open court to a settlement by which they split the escrowed funds, Ms. Oyatedor vacated the premises, and both parties waived "any and all claims that may or have arisen as a result of the tenancy . . ." and (2) that the parties had both performed under the agreement as the rent escrow funds were distributed and Ms. Oyatedor vacated the property as scheduled. Shortly thereafter, the Pattersons filed a counterclaim for breach of contract and fraud.

[3] Seven times the word "Plaintiff" precedes her son's last name. One other time the complaint uses the word "Plaintiff" by itself in an apparent reference to Ms. Oyatedor's son.

In her opposition to the motion for summary judgment, Ms. Oyatedor did not expressly dispute any of the facts the Pattersons had claimed were undisputed. Instead, her opposition contained her own statement of undisputed facts, also based on the transcript from the rent escrow action hearing and e-mails among counsel. In that statement, she alleged that the agreement stated in open court was merely preliminary, subject to being reduced to writing, and was never finalized because she refused to sign it.

On June 2, 2017, after hearing argument, the circuit court granted the Pattersons' motion and entered judgment against Ms. Oyatedor. Notably, Ms. Oyatedor's son's claims were not addressed in the Pattersons' motion, Ms. Oyatedor's opposition, either party's oral argument, or the court's ruling on summary judgment.

On June 13, 2017, Ms. Oyatedor filed a motion for reconsideration in which she argued, for the first time, that her counsel in the rent escrow action lacked the authority to settle the claims she raised in this case. In support of that motion, Ms. Oyatedor submitted an affidavit claiming in part that (1) she never authorized a settlement of any claims beyond the rent escrow claims, (2) she had always maintained that she wanted to retain the right to sue based on other claims, (3) she never agreed to any settlement, (4) she rejected the settlement that was presented to her, (5) when she believed her prior counsel "was attempting to settle the entire scope of my claims, [she] terminated the relationship and hired new counsel," and (6) she "was never instructed that the agreement would cause [her] son's injuries to be waived."

During a September status conference, the court entertained discussion of both Ms. Oyatedor's motion for reconsideration and the status of the Pattersons' counterclaim. While discussing the motion for reconsideration, Ms. Oyatedor's counsel raised the issue of her former counsel's authority to settle, "especially considering [] the claims brought here on behalf of my client's son primarily." That led to the following exchange:

> THE COURT: Okay. And what claim does your client's son have?
>
> [COUNSEL FOR MS. OYATEDOR]: He suffered substantial medical issues –
>
> ***
>
> THE COURT: Okay. And which Plaintiff is he?
>
> [COUNSEL FOR MS. OYATEDOR]: He is brought in as friend of the mother.
>
> THE COURT: Say again.
>
> [COUNSEL FOR MS. OYATEDOR]: He is brought in as friend of the mother. He is not named specifically as far as –
>
> THE COURT: Say it again. He is not what?
>
> [COUNSEL FOR MS. OYATEDOR]: He is not named specifically as a Plaintiff.
>
> THE COURT: Okay, I didn't think so. Okay. Anything else?

The Pattersons agreed to dismiss their counterclaim later in the status conference.

On September 18, 2017, the court issued an order in which it denied Ms. Oyatedor's motion for reconsideration, denied a request by the Pattersons for attorney's fees, and granted the Pattersons' request to dismiss their counterclaim. Ms. Oyatedor noted her appeal on October 18, 2017.

DISCUSSION

Ms. Oyatedor challenges the circuit court's dismissal of her claims on summary judgment. We review an appeal from a grant of summary judgment de novo.[4] *Bank of New York Mellon v. Georg*, 456 Md. 616, 651 (2017). "[W]e independently review the record to determine whether the parties properly generated a dispute of material fact, and, if not, whether the moving party is entitled to judgment as a matter of law. We review the record in the light most favorable to the nonmoving party and construe any reasonable inferences that may be drawn from the facts against the moving party." *Id*. (quoting *Chateau Foghorn LP v. Hosford*, 455 Md. 462, 482 (2017)).

Ms. Oyatedor also challenges the denial of her motion for reconsideration, which we review for abuse of discretion. *Sydnor v. Hathaway*, 228 Md. App. 691, 708 (2016).

I. THE TRIAL COURT CORRECTLY GRANTED SUMMARY JUDGMENT WITH RESPECT TO MS. OYATEDOR'S OWN CLAIMS AND DID NOT ABUSE ITS DISCRETION IN DENYING HER MOTION FOR RECONSIDERATION.

Setting aside for now the separate question regarding waiver of her son's claims, Ms. Oyatedor makes two broad claims of error by the circuit court. First, she argues that

[4] The Pattersons argue that Ms. Oyatedor failed to appeal timely the order granting their motion for summary judgment because she neither filed her motion to reconsider that ruling within ten days, nor noted her appeal within 30 days, from the date of that order. That contention is meritless. Because the Pattersons' counterclaim remained pending, the order granting summary judgment was not a final order disposing of all claims against all parties. *See* Md. Rule 2-602; *see also Murphy v. Steele Software Sys. Corp.*, 144 Md. App. 384, 386 (2002) ("[T]he trial court's grant of summary judgment served to adjudicate fewer than all of the rights and liabilities of all of the parties because the [defendant's] counterclaim remains unresolved."). Ms. Oyatedor timely appealed from the circuit court's final judgment.

the circuit court erred in entering judgment against her because there was no final agreement in which she waived any claims. Second, she contends that the court abused its discretion in refusing to reconsider its entry of judgment against her because she raised a substantial question regarding her prior counsel's authority to enter a settlement, which should have led to a hearing. As to both, we disagree. Although Ms. Oyatedor might have presented a jury question as to whether an agreement had actually been reached had she not accepted the benefits of that agreement, the law does not allow her to act on the agreement, accept its benefits, and then deny it. And while the court would have been required to address her authority claim had she raised it timely in her opposition to summary judgment, we do not find that the court abused its substantial discretion by declining to address that new contention.

A. The Court Did Not Err in Granting the Pattersons' Motion for Summary Judgment as to Ms. Oyatedor's Claims.

Courts have traditionally looked favorably upon settlement agreements "because they further the interest of efficient and economical administration of justice and the lessening of friction and acrimony." *Smith v. Luber*, 165 Md. App. 458, 467-68 (2005). "Settlement agreements are enforceable as independent contracts, subject to the same general rules of construction that apply to other contracts." *Kaye v. Wilson-Gaskins*, 227 Md. App. 660, 677 (2016) (quoting *Maslow v. Vanguri*, 168 Md. App. 298, 316 (2006)).

The "[c]reation of a contract requires an offer by one party and acceptance by the other party." *Cochran v. Norkunas*, 398 Md. 1, 23 (2007). An essential element to this formation is mutual assent—the "demonstration that the parties had an actual meeting of

the minds regarding contract formation." *Id.* When parties who have agreed orally on certain terms contemplate the future drafting and execution of a written agreement, the question as to whether the parties "intended to be bound by their oral agreement" turns on whether the future written agreement is intended to serve as "merely [] evidence of their agreement, or whether they did not intend to bind themselves until a contract was prepared and signed by them." *Peoples Drug Stores v. Fenton Realty Corp.*, 191 Md. 489, 493 (1948); *see also Falls Garden Condo. Ass'n, Inc. v. Falls Homeowners Ass'n, Inc.*, 441 Md. 290, 302-04 (2015) (setting out similar analysis with respect to letters of intent). The resolution of that question depends on "the facts and circumstances in each particular case." *Fenton*, 191 Md. at 493. Thus, if the terms of the oral agreement "are in all respects definitely understood and agreed upon, and there is nothing left for future settlement," the contemplation of a future written agreement that will "serve merely as evidence of their agreement . . . does not leave the transaction incomplete and without binding force." *Id.* at 493-94. By contrast, where the parties have the terms on which they agreed "reduced to writing and signed before the bargain should be considered as complete, neither party will be bound until that is done, *as long as the contract remains without any acts done under it on either side*." *Id.* at 494 (emphasis added); *see also Cochran*, 398 Md. at 14 ("If the parties do not intend to be bound until a final agreement is executed, there is no contract."); *Eastover Stores, Inc. v. Minnix*, 219 Md. 658, 665 (1959) ("[I]f the parties contemplate that an agreement between them shall be reduced to writing before it shall become binding and complete, there is no contract until the writing is signed.").

Here, the parties agree that they intended to sign a written agreement but they disagree as to the significance of that writing. Ms. Oyatedor argues that the establishment of a date for a follow-up hearing the parties believed "most likely will not be necessary" supports her view that the parties did not intend to be bound until a written agreement was signed. On the other hand, the Pattersons' view that the agreement was final, and the written agreement was intended merely to evidence the binding agreement they had already reached, is supported by: (1) the definiteness with which the terms of the agreement were stated at the hearing; (2) the parties' agreement on the record to disperse the escrow funds immediately; (3) both parties' compliance with the stated terms; (4) the court's summary statement, to which neither party objected, that "an agreement has been reached"; (5) the absence of any identification of terms remaining to be resolved; (6) the agreement on the record that there was no need to stay an eviction proceeding set for September 1 in light of their agreement; and (7) the follow-up e-mail correspondence in which counsel for both parties insisted that each party was already bound by the agreement.

Although we ordinarily leave for a jury the question whether a binding agreement was actually reached, *Catholic Univ. of Am. v. Bragunier Masonry Contractors, Inc.*, 139 Md. App. 277, 302 (2001), *aff'd*, 368 Md. 608 (2002), the undisputed facts here establish that both parties performed under the agreement and Ms. Oyatedor accepted its benefits. Even where the parties initially intend a preliminary agreement to be final only when reduced to writing, the preliminary agreement only remains unenforceable "as long as the contract remains without any acts done under it on either side." *Fenton*, 191 Md. at 494;

see also B-Line Med., LLC v. Interactive Digital Sols., Inc., 209 Md. App. 22, 47-49 (2012) (concluding that "[u]nder *Fenton*, once [the parties] began to act under the terms of the [agreement] . . . a contract exists," and, therefore, a jury question was presented in that case as to whether the parties' conduct "indicated the existence of a contract").

Here, counsel for both parties, with clients present, stated on the record in open court that they had reached an agreement and identified its terms: they would equally split the three months of rent in escrow, Ms. Oyatedor would leave the rental home in the coming five days, and "[t]his resolves any and all issues that have arisen or may have occurred or may arise as a result of the tenancy." Although they expressed a mutual intent to reduce the agreement to writing, they also agreed to perform under the agreement immediately and did so. Both counsel confirmed that they were asking the court "to order the disbursement of funds" that day and the funds were then disbursed to, and accepted by, both parties. Both agreed that there was no need to stay an eviction proceeding scheduled for six days later because Ms. Oyatedor had already agreed to vacate the home within five days, which she did. And both ultimately agreed to dismiss the district court action, which had ostensibly been left open to ensure compliance with the agreement stated in open court. In sum, the undisputed facts establish beyond any genuine dispute that the parties acted pursuant to the agreement, accepted its benefits, and were, therefore, bound by it.

Ms. Oyatedor argues that the disbursement of escrow funds to her and to the Pattersons was not actually in performance of the agreement they had reached. Instead, she argues, that disbursement was "merely gratuitous" and made as a "good faith move to

end the case." However, the undisputed record from the rent escrow hearing is to the contrary. The Pattersons' counsel informed the court that "[t]he parties agree to equally split" the escrow amount and both counsel confirmed that the parties, who were present in the courtroom at the time, had agreed to disburse the funds immediately. The transcript confirms that the dispersal of funds was part of the core of the parties' agreement, not merely a good faith gesture in the hope of reaching an agreement on broader issues. Another aspect of the consideration stated on the record was that their agreement "resolves any and all issues that have arisen or may have occurred or may arise as a result of the tenancy." *See Lillian C. Blentlinger, LLC v. Cleanwater Linganore, Inc.*, 456 Md. 272, 302 (2017) ("In particular, we have recognized that for[ ]bearance to exercise a right or pursue a claim, can constitute sufficient consideration to support an agreement.") (quoting *Cheek v. United Healthcare of Mid-Atl., Inc.*, 378 Md. 139, 148 (2003)) (alteration supplied by *Blentlinger*). The circuit court did not err in concluding that Ms. Oyatedor's claim that the parties' performance under the agreement was merely gratuitous did not raise a genuine issue of material fact precluding the entry of summary judgment.

Ms. Oyatedor also argues that the parties' agreement lacked mutual assent because it did not resolve the return of the security deposit, which she contends was an essential term of the settlement. The Pattersons respond that a resolution of that issue was not an essential term because Maryland law dictated their obligation to return the security deposit. Although "[f]ailure of parties to agree on an essential term of a contract may indicate that the mutual assent required to make a contract is lacking," *Falls Garden Condo. Ass'n*, 441

Md. at 302 (quoting *Cochran*, 398 Md. at 14), the parties need not reach agreement as to "[e]very possible term," *Falls Garden Condo. Ass'n*, 441 Md. at 305.

On this record, Ms. Oyatedor has not identified a genuine dispute of material fact as to whether the return of the security deposit was an essential term of the agreement. Neither party conditioned compliance with other terms on resolving any dispute regarding the security deposit. Indeed, the record does not reflect the security deposit being raised at all until the e-mail exchange among counsel that followed the rent escrow hearing at which the parties placed their agreement on the record. Far from reflecting an absence of a final agreement, counsel for both parties insisted in that correspondence that a final agreement had already been reached. The only apparent dispute they raised in that exchange was as to the timing of the return of the security deposit, with Ms. Oyatedor's counsel asserting that it had to be paid when she turned in her keys and the Pattersons responding that Maryland law did not require that. Ms. Oyatedor's counsel's telling response was to confirm that both parties had agreed not to bring further claims and to assert "that withholding the security deposit is further action and is barred by this contract." As a matter of law, the Pattersons were correct that the security deposit was not due until "45 days after the end of the tenancy." Md. Code Ann., Real Prop. § 8-203(e)(1).

In sum, we conclude that the circuit court did not err in awarding summary judgment to the Pattersons as to Ms. Oyatedor's own claims.[5] Based on the undisputed facts in the

[5] The Pattersons also argue that Ms. Oyatedor did not effectively oppose their summary judgment motion because she did not include in her opposition a statement of disputed facts and did not file an affidavit under oath. We disagree. Summary judgment

summary judgment record, the parties entered an agreement with definite terms—including a waiver of Ms. Oyatedor's claims arising from the tenancy—that became binding no later than when the parties performed under it and Ms. Oyatedor accepted its benefits.[6]

B. The Court Did Not Abuse Its Discretion in Denying Ms. Oyatedor's Motion for Reconsideration.

Ms. Oyatedor also argues that the circuit court erred in denying her motion for reconsideration of its summary judgment ruling, in which she raised for the first time a claim that her former counsel lacked actual authority to settle on her behalf. In that motion and the accompanying affidavit, she contends that she repeatedly instructed her counsel in the rent escrow proceeding that she wanted to retain the right to bring additional claims against the Pattersons and that when she learned he was attempting to negotiate a broader settlement she "terminated the relationship and hired new counsel." Notably, that new

contains two prongs: (1) an absence of "genuine dispute as to any material fact"; and (2) a conclusion, based on the undisputed material facts, that the moving "party is entitled to judgment as a matter of law." Rule 2-501(a). A party who concedes an absence of material factual disputes does not automatically lose a summary judgment motion if she or he argues that the law compels a different conclusion based on those undisputed facts. Here, Ms. Oyatedor argued based on the same facts as were presented by the Pattersons—the transcript from the rent escrow hearing and subsequent correspondence between counsel—that summary judgment was unavailable as a matter of law.

[6] Although we reach our decision on contract grounds, Ms. Oyatedor's action in accepting the benefit of the agreement she now seeks to disown may also be subject to challenge on grounds of equitable estoppel. The Court of Appeals has "defined equitable estoppel as 'the effect of the voluntary conduct of a party whereby he is absolutely precluded, both at law and in equity, from asserting rights which might perhaps have otherwise existed, either of property, of contract, or of remedy, as against another person, who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, of contract, or of remedy.'" *Mona Elec. Co. v. Shelton*, 377 Md. 320, 334 (2003) (quoting *Leonard v. Sav-A-Stop Servs.*, 289 Md. 204, 211-12 (1981)).

counsel represented her from the inception of this action, including in filing her opposition to the Pattersons' motion for summary judgment.

A motion for reconsideration is not a vehicle to re-litigate the merits of a claim. *Schlotzhauer v. Morton*, 224 Md. App. 72, 85 (2015), *aff'd*, 449 Md. 217 (2016). A motion to reconsider "is not a time machine in which to travel back" and argue "the case better with hindsight." *Steinhoff v. Sommerfelt*, 144 Md. App. 463, 484 (2002). Thus, when a party brings a motion requesting "that a court reconsider a ruling solely because of new arguments that the party could have raised before the court ruled, the court has almost limitless discretion not to consider those argument[s]." *Schlotzhauer*, 224 Md. App. at 85. "The trial judge has boundless discretion not to indulge this all-too-natural desire to raise issues after the fact that could have been raised earlier but were not . . . ." *Steinhoff*, 144 Md. App. at 484. The question on appeal is whether a trial judge's decision not to address the new argument was "*so egregiously wrong* . . . as to constitute a clear abuse of discretion." *Stuples v. Balt. City Police Dept.*, 119 Md. App. 221, 232 (1998).

Here, Ms. Oyatedor provided no compelling reason for her failure to raise her lack of authority argument in her original opposition to summary judgment. Indeed, she offered no explanation at all for that failure. According to her affidavit, she fired her former counsel as soon as she realized he was attempting to reach a broader settlement than she had authorized and she fired him for that very reason. If so, she was clearly aware of the authority issue well before a response was due to the Pattersons' summary judgment motion. Under these circumstances and based on the very deferential standard of review

we must apply, we cannot say that the circuit court abused its discretion in denying Ms. Oyatedor's motion for reconsideration.

II. THE CIRCUIT COURT DID NOT DISMISS MS. OYATEDOR'S SON'S CLAIMS, BUT THE COURT SHOULD HAVE GRANTED LEAVE TO AMEND SO THAT THOSE CLAIMS COULD BE PLEADED PROPERLY.

We now turn to the claims that Ms. Oyatedor sought to include in her complaint on behalf of her son. Both parties seem to believe that the circuit court's entry of summary judgment resolved both Ms. Oyatedor's claims and those she sought to bring on behalf of her son. Ms. Oyatedor contends that the court erred in doing so because there is no evidence that the agreement to resolve the rent escrow action was intended to waive her son's claims. The Pattersons respond that Ms. Oyatedor, as her son's mother, was fully authorized to waive those claims and that her broad waiver of "any and all issues" related to the tenancy had that effect.

We interpret the circuit court's action differently from both parties. For three reasons, we conclude that the circuit court did not intend to enter summary judgment as to claims of Ms. Oyatedor's son. First, the parties had not squarely put those claims before the court. Neither the summary judgment papers nor the arguments by counsel at oral argument refer at all to any claims of Ms. Oyatedor's son. Moreover, as already noted, the complaint itself is somewhat ambiguous as to whether Ms. Oyatedor's son was actually a plaintiff. On one hand, he is not identified as a plaintiff in the caption, he is identified many times as "Plaintiff's son," and Ms. Oyatedor herself is identified as the singular "Plaintiff" throughout the complaint. On the other hand, he is specifically referred to as a

plaintiff in several other places in the complaint and he and his mother are together referred to as "Plaintiffs" in several other places.

Second, when authority to resolve the son's claims was raised during the discussion of Ms. Oyatedor's motion for reconsideration, the circuit court asked what claims he had and "which Plaintiff" he was. When informed by Ms. Oyatedor's counsel that her son was "not named specifically as a Plaintiff," the court ended the discussion and moved on. We take from this passage that the court did not believe any claims of Ms. Oyatedor's son were at issue and, therefore, that the court could not have intended to enter judgment as to any such claims.

Third, we see nothing in the summary judgment record that would support the conclusion, as a matter of law, that the agreement stated on the record in the rent escrow action was intended to resolve claims of Ms. Oyatedor's son. He was not a party to the rent escrow proceeding and the statement of the agreement on the record did not mention him or his claims. Although the Pattersons are likely correct that Ms. Oyatedor had the legal authority to bring and to compromise the son's claims, *see* Md. Code Ann., Cts. & Jud. Proc. § 6-405 ("Any action . . . brought by a next friend for the benefit of a minor may be settled by the next friend."), that is a far cry from proof beyond any genuine dispute that she intended to do so or that there was a meeting of the minds on that point.[7] In light of

[7] To be clear, we do not here reach a conclusion that the parties did not reach an agreement to resolve claims of Ms. Oyatedor's son as part of the settlement reached in the rent escrow action. That issue is not developed on this record and is beyond the scope of this opinion. We simply conclude that no such agreement is apparent from this record.

the absence of support in the summary judgment record for that outcome, and without any direct statement by the court of any such intent, we will not infer that the circuit court intended it.

We therefore conclude that the circuit court's entry of summary judgment did not encompass any claims of Ms. Oyatedor's son. The entry of summary judgment we affirm today was limited only to Ms. Oyatedor's own claims made on her own behalf. However, although she did not specifically name her son as a plaintiff, it is clear from the allegations of the complaint that she intended to raise claims on his behalf.[8] For that reason, the court should have granted her leave to amend her complaint to make such claims properly. We therefore remand with instructions to provide leave for Ms. Oyatedor to amend her complaint to make claims on behalf of her son in compliance with Rule 2-202.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED IN PART AND REMANDED WITH INSTRUCTIONS TO PROVIDE LEAVE TO AMEND NOT INCONSISTENT WITH THIS OPINION. COSTS TO BE PAID 50% BY APPELLANT AND 50% BY APPELLEES.

[8] Although Ms. Oyatedor's counsel argued during the discussion of her motion for reconsideration that her son "is brought in as a friend of the mother," the complaint does not identify her as making any claims in that capacity. Under Rule 2-202(b), "[a]n individual under disability to sue may sue by a guardian or . . ., if none, by next friend . . . ."