

Circuit Court for Prince George's County
Case No. C-16-CV-23-004635

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1778

September Term, 2024

MEKELEYA MERID, *et al.*

v.

TRANS LEASE, INC.

Ripken,
Kehoe, S.,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: November 4, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

The appeal before this Court arises primarily from a judgment in favor of the Appellee, Trans Lease, Inc. (“Trans Lease”), by the Hon. William A. Snoddy of the Circuit Court for Prince George’s County. Appellants, Mekeleya Merid (“Ms. Merid”) and her husband, Fitsum Tefera (“Mr. Tefera”) (collectively, “Appellants”), were both involved in Trans Lease’s leasing of two tractors and two trailers to Sosena Trucking, LLC. After attempts to modify the Master Lease Agreement, dated April 13, 2022, between the parties failed, Trans Lease filed suit to recover \$126,000 and additional costs due. Whether Ms. Merid knew that Mr. Tefera signed her signature on the lease agreement and the personal guarantee was an issue the circuit court sought to resolve via a non-jury trial.

The trial originally began on July 17, 2024, but was continued due to issues that arose during the proceedings until October 24, 2024. At the end of the October 24, 2024 proceeding, the circuit court determined Ms. Merid was fully aware of the transaction, was involved in the transaction, and completed an application leading to the transaction. The court also found alternatively, Ms. Merid ratified Mr. Tefera’s conduct by her actions in dealing with Trans Lease. The circuit court awarded judgment in favor of Trans Lease for the sum of \$134,540.53 on October 24, 2024. Appellants then filed an appeal to this Court on November 7, 2024.

The questions presented for our review have been rephrased as follows:¹

¹ Appellants submitted the following questions presented, which we have numbered below for clarity:

- 1) Whether the circuit court abused its discretion in continuing the original trial date rather than dismissing the matter?
- 2) Whether the circuit court abused its discretion in adjourning the July 17, 2024 trial to reconvene on October 24, 2024?
- 3) Whether the circuit court erred in awarding judgment in favor of Trans Lease?

We answer all three questions in the negative. As we will explain, the circuit court did not abuse its discretion in continuing the trial or adjourning the trial when issues arose during the proceeding, and the court did not err in awarding judgment in favor of Trans Lease based on the three testimonies of Michael Ceroli (“Mr. Ceroli”), Mr. Tefera and Ms. Merid. Accordingly, we affirm the judgment of the Circuit Court for Prince George’s County.

I. FACTUAL & PROCEDURAL BACKGROUND

Trans Lease is a business that offers commercial vehicle financing through lease transactions. Appellants are husband and wife, and each own a trucking company. Mr. Tefera first applied for a credit loan application under his individually owned entity, Rehoboth Trucking,² which Trans Lease denied. Ms. Merid, the sole member of Sosena

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- 1) Did the circuit court abuse its discretion when it continued the original trial date, rather than dismissing the matter when the Plaintiff failed to appear?
 - 2) Did the circuit court err when it started the trial on July 17, 2024, and then stopped the proceedings and continued it to October 24, 2024?
 - 3) Did the circuit court err when it ruled in favor of Plaintiff without articulating any reasonable cognizable grounds for its findings?

² The record does not specify the entity type of Rehoboth Trucking, only Mr. Tefera’s ownership of the business.

Trucking, LLC, later submitted a financing application to Trans Lease. Trans Lease approved Sosena Trucking for a lease agreement based on their credit policy.

On April 13, 2022, Trans Lease and Sosena Trucking entered a Master Lease Agreement whereby Trans Lease leased to Sosena Trucking two 2017 Volvo tractors, one 2017 Vanguard trailer and one 2012 Wabash trailer. This Agreement included a personal guarantee by Ms. Merid of Sosena Trucking's obligations. Mr. Tefera testified that he signed his wife's name to these documents without her knowledge. After Sosena Trucking defaulted on the loans, Ms. Merid and Trans Lease discussed modification of the Master Lease Agreement but could not come to a consensus. Ultimately, Ms. Merid stopped making payments and Sosena Trucking ceased operating, which prompted Trans Lease to enforce the guaranty agreement.

Appellants maintain that Ms. Merid did not sign the documents herself. They argue Mr. Tefera signed the documents with Ms. Merid's name without her knowledge and consent. As such, Appellants argue that the contract is invalid because execution by one party was fraudulent. Trans Lease sued both Ms. Merid and Mr. Tefera, alleging that Ms. Merid's signature was authorized or that in the alternative, Ms. Merid ratified signature by continuing to possess the trucks after she learned Mr. Tefera had signed her name on the documents. Trans Lease filed suit on October 10, 2023 and later amended their complaint to include Mr. Tefera as a party.

On April 16, 2024, Appellants filed a Motion for Summary Judgment, which the circuit court denied on May 13, 2024. The trial was scheduled for July 17, 2024. On May

9, 2024, Trans Lease filed a Motion to Appear Remotely in anticipation of the upcoming trial because its two witnesses were located out of state. The court granted Trans Lease's Motion to Appear Remotely on June 7, 2024.

A. The July 17, 2024 Proceeding

The trial began as scheduled on July 17, 2024. Trans Lease appeared remotely before the court as previously approved. Appellants appeared before the court represented by the same counsel.

Trans Lease called Mr. Tefera as its first witness, and he testified that he was the one to look at the trucks and Ms. Merid was the one who financed the trucks. Mr. Tefera stated he applied for credit to Trans Lease under his own company and his wife's company. Mr. Tefera further testified that he signed his wife's name on the Master Lease Agreement and related papers, and that he was not authorized by his wife to act on behalf of Sosena Trucking.

Mr. Tefera further testified that he signed the documents as his wife without her knowledge. Mr. Tefera only informed his wife of his actions after the documents had been signed. During Mr. Tefera's testimony, Trans Lease requested a bench conference to bring an issue to the attention of the court. The court obliged, and a bench conference ensued.

During the bench conference, Trans Lease raised issue with Appellants' shared counsel, noting that the legal representation presented as a potential conflict of interest. Trans Lease noted the representation included two people with "absolutely adverse positions to one another." The court noted that on its face, there appeared to be a conflict

of interest. The court reasoned it operates “under the presumption that attorneys know the ethics rules” with the presumption that “there is a conflict waiver.” The court then determined that waiver of the conflict of interest was not done appropriately by Ms. Merid and Mr. Tefera’s counsel. The bench conference then concluded so the court could further research the new issue of a conflict of interest.

The proceeding resumed, and the court determined a conflict of interest did exist for Appellants, as Mr. Tefera was admitting in his testimony liability and fault for the potential debt Ms. Merid incurred because of his actions. The court asked if Appellants’ counsel had informed consent from both parties in writing as needed for a conflict waiver, which Appellants’ counsel did not have.

Appellants then raised a new issue, claiming that “the party plaintiff[s]” were not present before the court. The circuit court then addressed the absence of the plaintiffs and the conflict of interest issues, and the following exchange occurred:

[COUNSEL FOR APPELLANTS]: And that was our primary concern at the start of these proceedings that the party plaintiffs were not present, and that is why I was about to move to dismiss and you shut that down.

THE COURT: Well, because they were given permission not to be here.

[COUNSEL FOR APPELLANTS]: The other issue regards the conflict of interest. That is something [Counsel for Trans Lease] could have easily raised in a motion and allowed me to brief – you know, file a brief with the Court and allow the judge to enter a ruling on that issue. So that if the Court decided that they needed two separate counsel, then we would have appeared today with two separate counsel if the Court did not accept our waiver. But I was not given an opportunity to address this issue, you know, so –

* * *

THE COURT: Well, even if [Counsel for Trans Lease] didn't. As I was listening to [Mr. Tefera's testimony], I was growing concerned about [the conflict of interest] as well. But [Counsel for Trans Lease] did raise [the conflict of interest]. Like I said, I was operating, and perhaps I shouldn't, I was operating from the [view that] you took care of it, [it] doesn't appear that – at least it hasn't been done in accordance with the Maryland Rules, you know, for attorneys. So the conflict has to be informed consent in writing. The waiver has to be based upon informed consent and in writing.

* * *

[COUNSEL FOR APPELLANTS]: So as of today, I want to resubmit my motion that these proceedings should be dismissed because party plaintiffs are not present. That is the primary motion.

THE COURT: They are not present because they requested to appear remotely and the Court granted it. So it would be unfair for me to dismiss the case because of that.

[COUNSEL FOR APPELLANTS]: Are they here virtually as well? Are they here remotely?

[COUNSEL FOR TRANS LEASE]: They are in the waiting [room].

THE COURT: They are witnesses, so they wouldn't have to – they would just have to be – [Counsel for Trans Lease] would need to present them as a witness. But I am going to reset the date. That is all. We will just come back.

* * *

[COUNSEL FOR APPELLANTS]: And so you are asking at the next trial date that I have in writing the consent for the conflict of interest.

THE COURT: As long as you say you have it, I don't need to read it, but it has to be in writing and it has to be informed consent in writing [as that] is what is required. Although I am going to be honest with you. You should probably just research this issue. I am not sure this is – particularly given it is a husband and wife, I am not sure this is a waivable conflict. But, you know, I am going to say you proceed at your own peril.

[COUNSEL FOR APPELLANTS]: And, Your Honor, may we request another judge at the next date?

THE COURT: What would be your basis for requesting another judge?

[COUNSEL FOR APPELLANTS]: Irregularities in these proceedings.

THE COURT: All right. Can you explain what the irregularities are?

[COUNSEL FOR APPELLANTS]: That the party plaintiff[s] were not present and the Court permitted them to proceed.

THE COURT: Okay. Hang on a second. You keep raising that they are not present. Do you want me to print out the order –

[COUNSEL FOR APPELLANTS]: No.

THE COURT: There is no irregularity. [Counsel for Trans Lease] filed a motion asking that they appear remotely and the Court granted it. All right. Number one, this is a business.

COUNSEL FOR TRANS LEASE And [Counsel for Ms. Merid and Mr. Tefera] consented.

THE COURT: Hold on a second. This is a business. They don't have to have someone appear. They just have to call a witness to the witness stand. The business doesn't necessarily need to have a representative sit in court. So that is not a failure to appear. All right. One. Two, all [Counsel for Trans Lease] has to do is be ready to call them as a witness. And if [Counsel for Trans Lease] can't call them, then that would be that. But [Counsel for Trans Lease] called Mr. Tefera, which he can do. It is not irregular. I mean, this is a civil case. It is not a criminal case. [Counsel for Trans Lease] can call the other side to prove his case. So are there any other irregularities you would like to point out?

[COUNSEL FOR APPELLANTS]: No, Your Honor.

THE COURT: I am happy to hear them. But I don't-- let me just say this. I don't have a conflict. I don't find a basis for me to recuse myself from hearing this trial. I actually think I am helping your clients in this regard, number one. I am allowing them to weigh the conflict if that is what you all are presuming to do. Also, I am requiring that the witnesses show up to court so that I can see them, I think which insures to your client's benefit. And so that you can cross-examine them while they sit on the witness stand as opposed to on a video.

The court then suspended the proceeding for two reasons. First, so that Appellants could weigh their conflict of interest and obtain an appropriate waiver for their shared representation. And second, so the court could observe the witnesses in person as they testify, given that the witnesses in this case were representatives of a party. The circuit court continued the hearing until October 24, 2024.

B. The October 24, 2024 Hearing

The trial resumed with the testimony of Michael Ceroli, the Mid-Atlantic Territory Manager of Trans Lease. Mr. Ceroli testified that he communicated with both Appellants from the time the credit application was submitted until the lease was executed. Mr. Ceroli testified he was not informed about Ms. Merid's forged signature until legal proceedings began.

Mr. Tefera briefly took the stand again, although the court noted he completed his testimony and cross-examination during the prior July proceeding. The court briefly restated Mr. Tefera's testimony, which Appellants' counsel agreed was accurate and confirmed nothing more was needed, which concluded Mr. Tefera's testimony.

Ms. Merid was the last person called to the stand. Ms. Merid testified she was the sole member of Sosena Trucking, and that her husband did not help her operate the company. Ms. Merid testified her husband told her he had signed the contract in her name back in April 2022. Ms. Merid stated that after she learned about the agreement, she communicated with Mr. Ceroli that it was "not [Ms. Merid's] intention and [her] plan to get into a lease agreement."

Ms. Merid further testified that she rejected modifications of the Master Lease Agreement because it was “not serving us,” and that she stopped making payments to Trans Lease altogether. Ms. Merid testified that the trucks were moved to Damascus Motors, and that she omitted to share this information with Trans Lease. Ms. Merid also confirmed that the location of the trucks was not disclosed until her deposition in February 2024.

At the conclusion of the trial, the circuit court found on the record that Ms. Merid signed for the lease agreement and guarantee, or at the very minimum, was aware. The court further found that if Mr. Tefera signed the lease agreement and guarantee, he signed the documents with Ms. Merid’s consent, Ms. Merid knew about the documents, and that she ratified her husband’s conduct by her conduct in dealing with Trans Lease.

The circuit court found that Ms. Merid was aware that Mr. Tefera had signed her name to the agreement and that she had ratified the agreement. The court entered judgment in favor of Trans Lease for the contract’s value plus additional costs, which totaled \$134,540.63.

Additional facts will be included in the discussion as they become relevant.

II. DISCUSSION

Appellants intertwine several standards of review in their brief, somewhat muddling the issues and legal application. Appellants primarily raise issue with the following decisions of the circuit court: the denial of Appellants’ short motion to dismiss, the continuance of the trial and judgment in favor of Trans Lease. For the purposes of our review, we first address whether the circuit court abused its discretion by denying the oral

Motion to Dismiss³ and postponement of the trial before turning to whether the circuit court's judgment in favor of Trans Lease was legally correct.

A. Standards of Review

We review the denial of Appellants' oral motion to dismiss and the circuit court's continuance under an abuse of discretion standard. An abuse of discretion exists when "no reasonable person would take the view adopted by the trial court, or the court acts without reference to any guiding rules or principles." *Letke Sec. Contractors, Inc. v. United States Sur. Co.*, 191 Md. App. 462, 474 (2010) (citing *Cobrand v. Adventist Healthcare*, 149 Md. App. 431, 437 (2003)). An abuse of discretion further applies when the trial court's ruling is clearly against the effect of facts, logic, and inferences before the court. *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (quoting *Wilson v. John Crane, Inc.*, 385 Md. 185, 198–99 (2005)).

Since Appellants' case was tried without a jury, our evaluation considers both the law and the evidence in this case. Md. Rule 8-131(c). As such, the circuit court's judgment on the evidence will not be set aside unless "clearly erroneous," and we give "due regard to the opportunity of the trial court to judge the credibility of the witnesses." *Id.* While a trial court's factual findings are reviewed under the clear error standard, the court's legal conclusions are reviewed de novo. *Brault Graham, LLC v. Law Offs. of Peter G. Angelos, P.C.*, 211 Md. App. 638, 660 (2013).

³ During the July 17, 2024 hearing, Appellants orally moved to dismiss the case. The circuit court later noted the Motion to Dismiss was denied on the hearing sheet filed on July 22, 2024.

In our review of mixed questions of law and fact, we affirm the trial court's judgment when the court's evidentiary findings are not clearly erroneous, and we find no error in the court's application of the law. *Shih Ping Li v. Tsu Lee*, 210 Md. App. 73, 96 (2013) (quoting *Fischbach v. Fischbach*, 187 Md. App. 61, 88–89 (2009)). Therefore, if *any* competent material evidence exists in support of the trial court's factual findings, those findings cannot be held to be clearly erroneous. *Figgins v. Cochrane*, 403 Md. 392, 409 (2008) (emphasis added) (citing *Schade v. Md. State Bd. of Elections*, 401 Md. 1, 33 (2007)).

B. Denial of Appellants' Motion to Dismiss

Appellants first argue that the circuit court abused its discretion by continuing the trial from the original hearing date, as the case should have been dismissed when Trans Lease failed to appear. Trans Lease contends that the circuit court did not abuse its discretion by continuing the original trial date, as Trans Lease received the court's permission for its witnesses to appear remotely.

The court on its own initiative may continue or postpone the trial or other proceeding as justice may require. Md. Rule 2-508(a). An abuse of discretion exists when the court acts without reference to guiding rules or principles, or no reasonable person would take the view adopted by the trial court. *Cobrand*, 149 Md. App. at 437 (citing *In re Adoption/Guardianship No. 3598*, 347 Md. 295, 312 (1997)).

When no bright-line rule governs a particular situation, judges must exercise their judicial discretion. *Goodman v. Com. Credit Corp.*, 364 Md. 483, 491 (2001). This Court reviews the resulting decision for the soundness and reasonableness with which the

discretion was exercised, with deference to the trial court in our evaluation. *Id.* An abuse of discretion should only be found in the extraordinary, exceptional, or most egregious cases. *Wilson*, 385 Md. at 198.

Upon our review of the record, the court relied on various guiding principles in its decision to deny Appellants' oral motion to dismiss. Before the trial even began, Trans Lease filed a Motion to Appear Remotely which the court granted on June 7, 2024. The record reflects Trans Lease attended the trial remotely on July 17, 2024. When Counsel for Appellants moved to dismiss for the alleged failure to appear, the circuit court explained Trans Lease was "not present because they requested to appear remotely, and the [c]ourt granted it. So, it would be unfair for [the court] to dismiss the case because of that."

We agree with the circuit court. Trans Lease obtained approval to attend the hearing remotely, and to dismiss the case for Trans Lease's failure to appear would be an unreasonable decision. The circuit court properly relied on the guiding principle of Md. Rule 21-201 in denying Appellants' motion to dismiss. Had the circuit court granted the dismissal for Trans Lease's failure to appear despite their approved remote appearance, *that* would have been an abuse of discretion.

Even if we assume *arguendo* Trans Lease *did fail to appear*, Appellants would still not be entitled to an automatic dismissal of their case. Courts owe no obligation to automatically grant judgment when a party has failed to appear on the day of trial. *Goodman*, 364 Md. at 492. Our review of the record makes clear that Trans Lease appeared

remotely before the court as approved per pervious order. As such, the circuit court reasonably denied Appellants' short motion to dismiss.

Throughout the record, Appellants continually conflate the witnesses provided by Trans Lease as Trans Lease itself. The circuit court attempted several times to clear up Appellants' confusion, even offering to print out the order approving Trans Lease's remote appearance, which Appellants declined. Despite the court's explanation and Trans Lease's remote appearance during the proceeding, Appellants maintain that Trans Lease "failed to appear" with "absolutely no legal, valid excuse" for their absence. We disagree with this unsubstantiated argument, as Trans Lease's approved order stated their need to appear remotely because "both witnesses are out of state."

Moreover, the circuit court properly considered the objection to the remote participation raised by Appellants despite its denial of their motion to dismiss. Upon objection to remote appearance on the record, the court shall consider and make findings in writing or on the record regarding if remote electronic participation would be likely to adversely affect the fairness of the proceeding. Md. Rule 21-201. Additionally, the court may postpone a trial or proceeding on its own initiative, as justice may require. Md. Rule 2-508(a).

The circuit court reasoned part of the trial's continuance was so the court could "look at the witnesses, observe the witnesses as they testify in person given that the witnesses are representatives of a party as opposed to just eyewitnesses to any particular event." Appellants' concerns about the remote appearance were properly received and

considered by the court, as the circuit court's postponement of the trial allowed for in person participation. The circuit court acted reasonably and soundly in its decisions, relying on Md. Rule 21-201 and Md. Rule 2-508(a), to postpone the trial.

C. The Trial's Postponement

Appellants maintain the circuit court abused its discretion by continuing the trial from its original hearing date, as there was "no legal, valid excuse" for a postponement. Trans Lease contends the circuit court did not abuse its discretion, as the trial's postponement was necessary due to the potential conflict of interest of Appellants' shared counsel.

Maryland Rule 2-508(a) states on motion of any party or *on its own initiative*, the court may continue or postpone the trial or other proceeding *as justice may require*. Md. Rule 2-508(a) (emphasis added). We have not specified the meaning behind "as justice may require," although we have addressed the scope of trial judge's discretion. *Touzeau v. Deffinbaugh*, 394 Md. 654, 669 (2006). Whether to grant a continuance undoubtedly lies within the sound discretion of the trial court. *Thanos v. Mitchell*, 220 Md. 289, 392 (1959).

Our review of case law provides further insight on when the court has abused its discretion in relation to a continuance or postponement. We have found an abuse of discretion when a court denied a continuance mandated by law. *Mead v. Tydings*, 133 Md. 608, 618 (1919). Another abuse occurred when the court denied a postponement based on counsel's lack of preparation, despite said counsel's surprise by an unforeseen event at trial. *Plank v. Summers*, 205 Md. 598, 604–05 (1954). Under an abuse of discretion

standard, a trial judge must use their “discretion soundly and the record must reflect the exercise of that discretion.” *Jenkins v. State*, 375 Md. 284, 295 (2003).

Our review of the record highlighted that Trans Lease raised a potential conflict of interest with Appellants’ shared representation during the July 17, 2024 proceeding. Md. Rule 19-301.7. Upon the conflict of interest issue being raised, the circuit court immediately held a bench conference to determine if waiver of the conflict of interest existed, then took a brief recess to review the applicable statute once the conflict of interest presentation issue was raised.

The proceeding resumed, with the circuit court’s determination that a conflict of interest did exist because Mr. Tefera’s testimony acknowledged an action he individually took, that raised potential liability for both him and Ms. Merid. The court further noted the potential for Ms. Merid to bring an individual claim against Mr. Tefera to recover the incurred debt. The circuit court then confirmed that Appellants’ counsel lacked informed consent of the waiver in writing and postponed the trial, so Appellants’ counsel could resolve the issue.

Our review of the record shows the circuit court was more than patient with Appellants’ counsel, opting to grant a continuance so that Appellants’ representation did not violate the Maryland Attorneys’ Rules of Professional Conduct.⁴ Appellants’ argument that the conflict waiver issue was raised “purely as a pretense and stalling tactic” lacks both

⁴ We will not address whether the shared representation of husband and wife was a waivable conflict, as this determination is reserved for the Attorney Grievance Commission of Maryland. Md. Rule 19-702.

merit⁵ and statutory support.⁶ We are further unpersuaded by Appellants' argument that neither party filed a motion to continue the original trial date, as the circuit court was within its discretion to grant a continuance of its own initiative.

Furthermore, the circuit court used its sound discretion to address both the conflict of interest, and the presence of party issues raised during the proceeding. Appellants benefited from the postponement, as it allowed them time to obtain informed consent and ensure all parties would be physically present in the reconvened trial. On its own, the circuit court properly used its discretion to grant a continuance so that Appellants could seek alternative representation or obtain waiver for their conflict of interest. Our review of the record lacks any semblance of the "exceptional instances" necessary for reversal on appeal. *Thanos*, 220 Md. at 392. Appellants' counsel should not have been surprised at the conflict of interest issue being brought, particularly with their knowledge of Appellants' relationship.

An abuse of discretion was not found when a court denied a request for continuance the day before trial, even though it left the defendant without representation because the defendant had four days of notice and failed to seek alternative measures. *Cruis Along Boats, Inc. v. Langley*, 255 Md. 139, 141–43 (1969). As such, we cannot find an abuse of discretion here particularly when the continuance was by the court to correct an issue that

⁵ Appellants' argument proffers not one single case in support of their claims, failing to brief this Court sufficiently as necessary for review. *Scott v. State*, 247 Md. App. 114, 152 (2020).

⁶ Proper conflict of interest violations must be resolved with waiver of informed consent in writing per Md. Rule 19-301.7(b)(4).

Appellants' counsel had knowledge of regarding counsel's own shared representation. The circuit court properly determined Appellants lacked appropriate waiver, and properly used its discretion to postpone the trial as justice required.

D. Judgment for Trans Lease

Appellants contend that the circuit court erred by ruling in Trans Lease's favor without a clear finding of fault by both defendants. Trans Lease purports that the circuit court correctly ruled in their favor after ample evidence supported the finding that Ms. Merid authorized her husband to execute the lease documents.

For actions that have been tried without a jury, we review both the law and the evidence. Md. Rule 8-131(c). The trial court's judgment will not be set aside unless it is clearly erroneous, and due regard will be awarded to the trial court's opportunity to judge the credibility of the witnesses. *Id.* The circuit court's factual determinations are afforded significant deference upon our review. *Goss v. C.A.N. Wildlife Tr., Inc.*, 157 Md. App. 447, 456 (2004). This Court will not act as a second trial court and review all the facts to determine whether an appellant has proven their case. *Webb v. Nowak*, 433 Md. 666, 680 (2013) (citing *L.W. Wolfe Enter., Inc. v. Md. Nat'l Golf, L.P.*, 165 Md. App. 339, 343 (2005)). Our concern with findings of fact is not with the "frailty or improbability of the evidentiary base, but with the bedrock non-existence of an evidentiary base." *State v. Brooks*, 148 Md. App. 374, 399 (2002).

Although the circuit court's factual determinations are awarded significant deference upon our review, the court's legal determinations are not. *Goss*, 157 Md. App.

at 456. We afford no deference to the circuit court's legal conclusions, reviewing instead whether the court's conclusions are legally correct. *Dyer v. Bd. of Educ. of Howard Cnty.*, 216 Md. App. 530, 535 (2014) (quoting *Cattail Assocs. v. Sass*, 170 Md. App. 474, 486 (2006)).

Clearly erroneous holdings are not “wild cards” freely played by appellate courts, as the clearly erroneous conclusion is limited to situations where the fact-finding judge has found a proposition or fact without evidentiary support for that finding. *Brooks*, 148 Md. App. at 398–99. We affirm the trial court's judgment when the court's evidentiary findings are not clearly erroneous, and we find no error in the court's application of the law. *Shih Ping Li*, 210 Md. App at 96.

Appellants argue that the contract with Trans Lease is invalid because execution by one party was fraudulent. Trans Lease counterargues that the various evidence supports the finding that Ms. Merid authorized her husband to sign the lease and related documents, or alternatively ratified his actions by retaining the trucks after discovering the forgery. Our Supreme Court addressed agency with married couples, noting: “the husband-and-wife relationship alone does not establish an agency; but where the wife knowingly receives benefits as the result of the husband's unauthorized action, this serves as ratification.” *Smith v. Merritt Sav. & Loan, Inc.*, 266 Md. 526, 538 (1972).

Our determination relies on whether the circuit court's factual findings were supported by substantial evidence in the record. *Goss*, 157 Md. App. at 455–56. We give due regard to the trial court's opportunity to judge the credibility of the witnesses. Md.

Rule 8-131(c). Because the existence of ratification is a question of fact, we ordinarily affirm unless the judgment of the trial court on the evidence is clearly erroneous. Md. Rule 8-131(c). We will review the present case to determine if the circuit court erred in its judgment in favor of Trans Lease. We first consider the court's finding that Ms. Merid had knowledge of the agreement before addressing the court's finding that alternatively, Ms. Merid ratified her husband's actions after learning about the forgery.

Notably, Mr. Ceroli testified that Mr. Tefera's company was denied credit shortly before Ms. Merid applied for a loan under her individual company. Mr. Ceroli further testified that he received Sosena Trucking's tax form 1040 and a copy of Ms. Merid's driver's license from Ms. Merid. Ms. Merid was able to acquire two trailers and two trucks, which were essential for the work performed by Sosena Trucking.

Even if we assume *arguendo* that Ms. Merid did not sign the lease and guarantee herself, no evidence can be found throughout the record that she lacked *knowledge* of its existence. Mr. Tefera's testimony offers insight into Ms. Merid's knowledge about the transaction. Mr. Tefera testified that he was "the one to look at the trucks" and that Ms. Merid was "the one to borrow." Mr. Tefera also testified that he informed his wife of his actions after the documents had been signed. Mr. Tefera's testimony provides evidence that Ms. Merid had knowledge of the agreement at some point.

Moreover, Ms. Merid herself testified that Mr. Tefera told her he had signed the contract in her name back in April 2022. Ms. Merid stated after she learned about the agreement, she communicated with Mr. Ceroli that it was "not my intention and my plan

to get into a lease agreement.” Ms. Merid also testified she rejected modifications of the Master Lease Agreement because it was “not serving us.” Ms. Merid testified she started making payments to Trans Lease because “we owed them money because they finance[d] the trucks.”

The testimonies of Mr. Ceroli, Mr. Tefera, and Ms. Merid all support the court’s finding that Ms. Merid had knowledge of the agreement with Trans Lease. Our concern is with the presence of *any* competent material evidence that exists in support of the circuit court’s findings. *Figgins*, 403 Md. at 409. Since the testimony of three witnesses provides ample evidence in support of Ms. Merid’s knowledge, the circuit court’s finding of fact was proper.

The circuit court alternatively found that Ms. Merid ratified her husband’s actions after learning about the forgery. Ratification does not automatically arise from the husband-and-wife relationship, the wife must *knowingly* benefit because of the husband’s unauthorized action to serve as ratification. *Smith*, 266 Md. at 538 (emphasis added). The law does not infer ratification merely from the receipts of benefits unless there is full knowledge of the facts of the transaction. *Lissau v. Smith*, 215 Md. 538, 546 (1958) (citing Restatement (First) of Agency § 99 (1993)).

Ms. Merid testified that she contacted Trans Lease after discovering her husband signed the contract, but she did not tell Trans Lease that her signature was fraudulent. Ms. Merid further testified she did not communicate with Trans Lease when the trucks were moved to another location, but that she *knew* the trucks were in the storage lot from the end

of 2022 until February of 2024. The facts indicate that Ms. Merid had ample time to address the lease agreement and renounce the trucks and trailers but opted not to do so, which supports the circuit court's ultimate finding in favor of Trans Lease.

Our Supreme Court considered the intersection of a party's knowledge, forgery, ratification and the husband and wife relationship in *Lissau v. Smith*. 215 Md. at 546–49. The Court determined Ms. Smith did not authorize her husband's forgery of her signature nor did Ms. Smith even know about the option contract for her property, so her acceptance of the rent was entirely consistent with her belief that the rent of her property was on a month to month basis and not ratification of her husband's fraudulent act. *Id.* at 546–47.

Even if we assume Ms. Merid did not know or authorize the contract, her actions later supported acceptance of the forgery after the fact. Ms. Merid rejected the modification of the Master Lease Agreement but started making payments on the vehicle. Although Ms. Merid did stop making payments later, Ms. Merid made several payments per the lease agreement, which further supports the ratification of her husband's unauthorized agreement.

Moreover, Ms. Merid testified about her knowledge and the movement of the trucks after Trans Lease sought to recover them. Ms. Merid testified that she did not communicate with Trans Lease when the trucks were moved to another location, but that she *knew* the trucks were in the storage lot from the end of 2022 until February of 2024.

Ms. Merid's conduct after learning about her husband's forgery serves as a "positive act" that ratified the alleged fraudulent transaction. *See Smith*, 266 Md. at 540.⁷ Ms. Merid had ample time to renounce the contract as forged but opted not to do so and rejected attempts to modify the lease agreement. Since the facts indicate Ms. Merid did not take efforts to immediately renounce the benefits of her husband's actions despite her knowledge of the location of the trucks, this is sufficient evidence for the circuit court to determine Ms. Merid ratified the agreement in the alternative.

The circuit court did not err in finding that Ms. Merid: knew of the transaction, was involved in the transaction, filed for the transaction or in the alternative ratified the agreement via her conduct with Trans Lease. The testimony of Mr. Ceroli, Mr. Tefera, and Ms. Merid all provide ample support for the court's finding of facts. Since the circuit court relied on the competent evidence presented at trial in its finding of facts, we cannot find any error in the circuit court's application of law. Therefore, the circuit court's judgment in favor of Trans Lease was proper.

III. CONCLUSION

We conclude the circuit court did not abuse its discretion in denying Appellants' motion to dismiss, as Trans Lease properly appeared before the court. The circuit court did

⁷ The Court concluded that the plaintiff's adoption of the benefits of the payments after he had discovered all of the facts connected with the fraud by his wife affirmatively condoned and ratified the fraud, as his acceptance of the benefits of the payment from the mortgage proceeds initiated by his wife's down payments is a "positive act" that condoned the fraud, ultimately ratifying the fraudulent transaction.

not abuse its discretion in granting a continuance during the July 17, 2024 proceeding, as the court properly postponed the trial to address the potential conflict of interest and remote appearance concerns.

We conclude the circuit court's factual determinations were sufficiently supported by the testimony of Mr. Ceroli, Mr. Tefera, and Ms. Merid. Accordingly, we conclude the circuit court correctly found judgment in favor of Trans Lease. For those reasons, the judgment of the Circuit Court for Prince George's County is affirmed.

**JUDGMENT OF THE CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY IS
AFFIRMED. APPELLANTS TO PAY COSTS.**