Circuit Court for Baltimore City
Case Nos: 24-C-23-001421; 24-C-23-003776;
24-C-22-005022; 24-C-23-001030

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 2119

September Term, 2023

YAAKOV EZRA VOGEL

v.

BENJAMIN MOSHE VOGEL, PERSONAL REPRESENTATIVE, ET AL

Reed,
Ripken,
Kehoe, S.,

JJ.

Opinion by Kehoe, J.

Filed: August 12, 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 its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This case has a long and complicated history that began on January 10, 2022, when Jeffrey M. Vogel ("the decedent") died. He was survived by his nine adult children.[1] An estate was opened in the Orphans' Court for Baltimore City[2] ("the Estate"), and the decedent's son Benjamin was appointed to serve as the Personal Representative.[3] Disputes between some of the decedent's adult children led to the filing of four separate actions in the Circuit Court for Baltimore City. Those cases were ultimately consolidated. In this appeal, Yaakov is the sole appellant.[4] He is proceeding, as he did below, in proper person.

[1] For clarity, we shall refer to the decedent's children, in their individual capacities, primarily by their first names: Benajmin, Yechezkel, David, Eliezer, Yitzchok, Sarah, Abraham, Yaakov, and Joseph. We take note that Yechezkel is sometimes referred to in the record as Yechezkel and sometimes by his middle name, Henry. We shall refer to him as Yechezkel Henry. Yaakov is sometimes referred to as Jacob or Jake. We shall refer to him as appellant. We mean no disrespect by referring to the various members of the Vogel family by their respective first names.

[2] When the Estate was opened, it was asserted that the decedent died intestate. It appears from the record that some of the decedent's children disputed whether their father had a valid will. No will is in the record before us and, at a hearing on November 20, 2023, counsel stated that the Orphans' Court had determined that there was no valid will.

[3] The parties do not dispute that Benjamin was initially named the Personal Representative of the Estate, but after a motion to remove him was filed, he was subsequently named the Special Administrator of the Estate. For purposes of this appeal, we shall refer to Benjamin as the Personal Representative unless we are referring to him in his individual capacity.

[4] Joseph and Eliezer were parties in the underlying cases but neither of them filed a notice of appeal from the judgments against them. As a result, although they are interested parties, Yaakov is the only proper appellant in this appeal.

The appellees are Benjamin, as the Personal Representative of the Estate and in his individual capacity, Yitzchok, Sarah, Abraham, Yechezkel Henry, David, Green Jade Primrose, LLC, and 4008 Primrose Avenue LLC.

At the heart of all the circuit court cases were disputes between and among the decedent's various children and other interested parties pertaining to certain property of the Estate and a written agreement to arbitrate some disputes before a rabbinical court. The four cases included a declaratory judgment action, a petition to confirm an arbitration award, a "Protective Petition to Vacate or Modify Arbitration 'Awards,'" and the Orphans' Court's transmission of five questions to the circuit court.

After a hearing on October 11, 2025, the circuit court granted partial summary judgment in favor of Benjamin, as Personal Representative, on the ground that not all of the necessary persons were parties to a written agreement to arbitrate and, as a result, the agreement was "null and void." Thereafter, a hearing was held on November 20, 2023, to address the remaining claims. At the conclusion of the hearing, the circuit court determined that, with respect to the declaratory judgment action, the finding that the arbitration agreement was null and void was dispositive of the sole remaining count of that action. The petition to confirm the arbitration award was denied. The "Protective Petition to Vacate or Modify Arbitration 'Awards'" was dismissed without prejudice. Lastly, the court held that in light of its finding that the arbitration agreement was null and void, the

questions submitted by the Orphans' Court had been answered and "are now moot." The court issued written orders specifically addressing each of the four cases and judgment was entered on November 28, 2023. This timely appeal followed.

ISSUES PRESENTED

Appellant, who is proceeding in proper person, initially set forth in his brief eleven questions for our consideration[5], but he included arguments only on the following five issues:

[5] The eleven questions set forth by appellant were as follows:

> I. Did the circuit court err and abuse its discretion by accepting the motion for summary judgment of the appellees and by passing an order declaring the decision of the arbitration panel as void *ab initio* without considering the appellant's petition for upholding the arbitration award and delving into its reasons?
>
> II. Did the circuit court err in law by ignoring the fundamental point of law that the absence of the last will and testament of the Decedent, the appellant[] being one of the heirs of the Estate and all legal heirs being the deemed partners with respect to ownership and management of the Estate's assets, possessed a "right of first refusal" with respect to the sale of the Estate?
>
> III. Did the circuit court err in law while making a decision, by not considering certain facts presented by the appellant, and without determining the veracity of statements submitted by the appellee despite having all necessary exhibits, and wrongfully applying the applicable laws of the country?

(continued)

I. Whether the circuit court erred in granting summary judgment;

IV. Did the circuit court rule arbitrarily and ignore critical evidence, err and abuse its discretion by turning a blind eye to the vital facts, evidence, truth and circumstances of the case, producing an unjust result, resulting in ignoring important facts and evidence while deciding the matter, which ultimately resulted in appellant being aggrieved by the decision?

V. Did the circuit court err in law by ignoring important facts that were testified during the arbitration proceeding, and leaving the same completely unnoticed and undetermined by the circuit court during adjudication, more so, by allowing a summary adjudication, when given the complexity of the case, there was a dire need to delve into the evidentiary proceedings and appreciation of the same before drawing out a judgment?

VI. Did the circuit court err in law when it failed to establish adequate and justifiable reasons for arriving at its decision?

VII. Did the circuit court rule err [sic] in law by not taking into consideration cogent and sufficient evidence produced by the appellant?

VIII. [Did] the circuit court err[] in conducting a fair trial by failing to take cognizance of the procedures of Natural Justice?

IX. Did the circuit court err by failing to give proper weight to the choice of law provision in the arbitration agreement requiring the application of Jewish law to the resolution of disputes relating to the Estate?

X. Did the circuit court abuse its discretion by vacating the arbitration award based on a misinterpretation of the scope and validity of the arbitration agreement?

XI. Did the circuit court violate appellant's constitutional right to due process and freedom of contract by invalidating the arbitration agreement and disregarding Beth Din's orders without sufficient legal justification?

II. Whether the circuit court failed to recognize the right of first refusal of the legal heirs;

III. Whether the circuit court misinterpreted and misapplied law regarding the personal representative's duties;

IV. Whether the circuit court improperly disregarded the significance of the arbitration proceedings and award; and,

V. Whether the circuit court failed to provide adequate reasoning for its decision.

For the reasons set forth below, we shall affirm the judgments of the circuit court.

FACTUAL BACKGROUND

At the time of his death, the decedent was the sole member of two Maryland limited liability companies: Green Jade Primrose, LLC ("Green Jade LLC") and 1106 West Cross Street, LLC ("West Cross LLC"). Green Jade LLC owned two pieces of real property located in Baltimore City, one on 4008 Primrose Avenue and the other on 3204 Hayward Avenue. West Cross LLC owned real property located at 1106 West Cross Street. The nine siblings did not agree on whether the properties owned by the Estate should be sold to third-party purchasers. Benjamin, as Personal Representative, sought to market the properties for sale to third-party purchasers. Appellant and two other siblings, Joseph and

Eliezer,[6] maintained that they had a right of first refusal with respect to the sale of any real property owned by the Estate. They conveyed to Benjamin, as Personal Representative, their desire to "inherit and/or purchase" the properties. Specifically, they sought "to purchase the two-third share of the [remaining siblings]" "and thereby retain the [properties] in their ownership."

There is no dispute that the decedent and his nine children were and are members of the Orthodox Jewish faith. Appellant, Joseph, and Eliezer asserted that it was their father's desire for the Estate to be administered in accordance with Jewish law. In about May 2022, appellant commenced an action in the "Rabbinical Court of Cong. Agudath Israel of Los Angeles," which is referred to in the record as a "Beth Din" or "Beis Din."[7] On June 2, 2022, the Beth Din issued a summons directing Benjamin, individually, to appear before it relating to the subject of his "Father's Inheritance[.]"[8] A few weeks later, on June 23, 2022, Benjamin, as Personal Representative, accepted a purchase and sale

[6] At various times in the record, appellant, Joseph, and Eliezer were referred to as "the investors," the "HOLD heirs" and the "Hold parties." Benjamin, individually, and Yechezkel Henry were referred to as the "SELL" parties.

[7] For consistency, we shall refer to the rabbinical court as the Beth Din.

[8] The parties do not dispute that the Beth Din's enforcement powers included the power to issue a *seruv*, a contempt order ostracizing an individual from the Jewish community, and, in fact, that power was used against Benjamin and Yechezkel Henry.

agreement on behalf of Green Jade LLC to sell the 4008 Primrose Avenue property to Eric and LaShawna Kenon for $402,750.

The Arbitration Agreements

The parties do not dispute that Benjamin, individually, and appellant signed an agreement to submit to binding arbitration before the Beth Din. The record, however, contains two different versions of that agreement. Both versions provided that Benjamin was proceeding "in his capacity as an heir of the estate, and not in any representative capacity," and both were signed only by Benjamin and appellant.[9] One version of the arbitration agreement contained a blank space where the subject matter of the arbitration should have been identified. The other version of the arbitration agreement provided that the parties agreed to submit to binding arbitration "with regard to the matter of the estate of Jeffrey M. Vogel and related matters." Benjamin maintains that on August 18, 2022, after he had already executed the arbitration agreement that did not set forth the subject matter, and expressly exempted the Estate as a participant, the Beth Din, without his

[9] Yechezkel Henry executed a power of attorney authorizing Benjamin to sign the arbitration agreement and "to be in [his] stead" at the arbitration "session or sessions." No copy of the arbitration agreement includes a signature by Benjamin on Yechezkel Henry's behalf.

permission, modified the agreement by adding the statement setting forth the scope of the arbitration.

Proceedings Before the Beth Din

The parties do not dispute that the Beth Din held hearings on July 21 and 24, 2022. The record before us does not contain any transcripts of those hearings. On July 26, 2022, the Beth Din provided Benjamin and appellant with an "arbitration settlement agreement." No copy of that agreement appears in the record before us.

The Beth Din's Determinations

Various written orders, rulings, and correspondences reveal that several of the properties owned by the Estate were addressed, at least in some form, by the Beth Din. For example, in an email dated August 8, 2022, the Beth Din directed "the estate's Personal Representative" to sell the West Cross Street property "immediately, without delay" to appellant, Joseph, and Eliezer for $100,000 in cash.[10] As for the Hayward Avenue property, the Beth Din ordered that "its sale price of $135,000.00 and the instructions to its sale, await final determination of the Primrose buyer." Subsequently, on August 23, 2022, the

[10] It appears from the record that the sale of the West Cross Street property was ultimately accomplished via the assignment to appellant, Joseph, and Eliezer of membership interests in West Cross LLC.

Beth Din ordered that no action should be taken with respect to "Primrose & Hayward" without its permission.

The Beth Din issued a number of communications pertaining to the 4008 Primrose Avenue property. By email dated July 26, 2022, it "tentatively determined" that the fair market value of the property was $402,750, and that the parties "may choose to submit" a different market value within five business days "together will all supporting documentation, for consideration by the [Beth Din] prior to its final determination." Two days later, appellant responded that "[i]n lieu of a neutral valuation procedure, we are willing to pay $350,000 … for Primrose[.]" In response, the Beth Din noted that appellant, Joseph, and Eliezer had failed to provide any documentation to support their offer to pay $350,000 for the property and ordered them to match the Kenons' offer. They did not do so. In an email dated August 8, 2022, the Beth Din instructed the Personal Representative of the Estate to provide appellant, Joseph, and Eliezer with contact information for the Kenons so that they could attempt to negotiate an assignment of the purchase and sale contract. No assignment was ever obtained.

The Beth Din eventually indicated its intent to address more than just the disputes about the sale of the Estate's properties. In an email dated August 17, 2022, the Beth Din wrote, in part:

> The [Beth Din] confirms the acceptance of all parties that the [Beth Din] exclusively will determine approved Estate Categories and Estate Expense

> amounts to be equally apportioned among all estate heirs. The [Beth Din] will determine the specific amounts and manner of apportionment at the appropriate time.

A few days later, the Beth Din requested financial records from the Estate and declared that no action should be taken with regard to the 4008 Primrose Avenue property without its permission. In an email dated September 12, 2022, the Beth Din wrote that because it did not authorize an extension of the Kenons' closing date, it would view the purchase and sale contract as "expired on 9/3/2022." The Beth Din authorized appellant, Joseph, and Eliezer to tender a contract and an earnest money deposit in the amount of $12,075, and ordered that it be "copied on all documentation at every step." Lastly, the Beth Din wrote that if "all of the above comes to pass," Benjamin, as Personal Representative, was "instructed to return the earnest money deposit of the original Primrose buyer … together with an accompanying letter of explanation." The Beth Din recognized that the Kenons "may have certain claims resulting from the retraction of the original sale, and these claims should be negotiated and resolved by the estate PR and/or" the parties' attorneys.

Two days later, on September 14, 2022, appellant, Joseph, and Eliezer submitted an offer to purchase the 4008 Primrose Avenue property. The offer provided that the purchase price would be paid, in part, with a credit of "three/ninths of the Purchase Price, which shall operate as a reduction in the amount of each Buyer's *pro rata* claim to distributions

from the Estate (as defined below)." Benjamin, as Personal Representative, did not sign the purchase and sale agreement. Counsel for the Estate advised the Beth Din that acceptance of the offer would constitute a breach of Benjamin's fiduciary duty as Personal Representative. Counsel pointed out that the sale contract was with Green Jade LLC, not the Estate, and that only when the funds had been paid to Green Jade LLC and then disbursed to the Estate could inheritance distributions of cash be made. The Estate declined to accept the offer made by appellant, Joseph, and Eliezer. The Beth Din did not address the concerns raised by counsel for the Estate.

On September 19, 2022, the Beth Din found that Benjamin and Yechezkel Henry had failed to comply with its order of September 12, 2022, and held them in contempt. The Beth Din authorized appellant, Joseph, and Eliezer to resort to secular courts to resolve the dispute. Three days later, via an email, the Beth Din sent Benjamin, Yechezkel Henry, and appellant, a "revised arbitration agreement with effective date of July 21, 2022, to avoid thereby any technical issues regarding the legality of the Din Torah." The Beth Din stated that the "agreement text is to be signed by all signatories." [11]

[11] Subsequently, a religious appeal was heard before a Beth Din in Israel. A rabbinical judge reviewed the file of the case before the Beth Din in Los Angeles and determined that the parties were not bound by the arbitration decisions because not "all the inheritors" had signed the arbitration agreement. The Los Angeles Beth Din rejected that ruling.

Ultimately, the Kenons terminated their contract and refused to purchase the 4008 Primrose Avenue property. Appellant, Joseph, and Eliezer withdrew their deposit and never submitted another purchase and sale agreement. Benjamin went on to secure another buyer. On February 6, 2023, Green Jade LLC sold the property to an entity known as 4008 Primrose Avenue LLC for $300,000. After taxes and an adjustment for pro-rated rental income, the Estate received $297,801.15 from the sale of the 4008 Primrose Avenue property.

Litigation in the Circuit Court

Four separate cases were filed in the circuit court. Case number 24-C-22-005022 was a declaratory judgment action filed on December 5, 2022 by Benjamin, as the Personal Representative, seeking, among other things, a declaration that the arbitration agreement was unenforceable. On February 13, 2023, in case number 24-C-23-001030, appellant, Joseph, and Eliezer filed a petition to confirm certain arbitration awards of the Beth Din. The defendants in that case were Benjamin, as Personal Representative and individually, Yitzchok, Sarah, Abraham, Yechezkel Henry, David, and Green Jade Primrose, LLC. Shortly thereafter, on March 8, 2023, in case number 24-C-23-001421, Benjamin, as Personal Representative, filed against Yaakov, Joseph, and Eliezer, a "Protective Petition to Vacate or Modify Arbitration 'Awards[.]'" In that case, Benjamin, as Personal Representative, filed a motion for partial summary judgment. Appellant did not file a

written response to the motion or submit an affidavit or other evidence in opposition. Lastly, in August 2023, in case number 24-C-23-003776, the Orphans' Court for Baltimore City transmitted five issues to the Circuit Court for Baltimore City.

The circuit court consolidated all of the cases, and the actions proceeded under case number 24-C-23-001421. The court also granted a motion for joinder as a plaintiff filed by 4008 Primrose Avenue LLC, the entity that ultimately purchased the 4008 Primrose Avenue property.

The Declaratory Judgment Action

In the declaratory judgment action, Benjamin as Personal Representative listed 4008 Primrose Avenue as the defendant and Green Jade LLC, himself, individually, and his eight siblings as interested parties. On May 22, 2023, he dismissed 4008 Primrose Avenue and Green Jade LLC from the declaratory judgment action. A few days later, he filed an amended complaint for declaratory judgment naming 4008 Primrose Avenue, appellant, Joseph, and Eliezer as defendants. In count one, he sought a declaration that the arbitration agreement was invalid and unenforceable because neither the Estate nor all of the interested parties executed it. He also sought a declaration that the Beth Din lacked authority to administer the Estate, was precluded from entering any findings or orders relating to the Estate, and that all findings and orders issued by the Beth Din relating to the Estate were invalid. Finally, he requested a declaration that the Beth Din had not entered a final award

in arbitration and that appellant, Joseph, and Eliezer waived their right to enforce the Beth Din's order of September 12, 2022. In count two of the petition, Benjamin, as Personal Representative, set forth a claim for tortious interference with prospective advantage against appellant, Joseph, and Eliezer. On October 20, 2023, Benjamin filed a notice of dismissal of count two of the amended complaint.

The Petition to Confirm the Beth Din's Arbitration Award

On February 13, 2023, appellant, Joseph, and Eliezer filed a petition to confirm the arbitration awards of the Beth Din. The named defendants were Benjamin, as the Personal Representative and in his individual capacity, the remaining five siblings, and Green Jade Primrose LLC. The petitioners asserted that Benjamin executed the arbitration agreement in his personal capacity, actively participated in the arbitration, and advocated "the purported positions of the Estate." They asserted that without his participation "in his personal representative capacity" the arbitration "would have been legally futile" because the personal representative "was a necessary party to rulings regarding distribution of the Estate's assets[.]" Further, they asserted that Benjamin did not object until after the Beth Din issued its final decisions. For those reasons, the petitioners claimed that the rulings of the Beth Din were "binding upon the Estate and upon Benjamin as [P]ersonal [R]epresentative of the Estate." Further, they claimed that the Estate and Benjamin, as Personal Representative, were "equitably barred from asserting they are not bound" under

"the doctrines of estoppel, laches, and other equitable doctrines." Lastly, they argued that all of the nine siblings had actual knowledge of the arbitration "and none objected at any time during the pendency" of the arbitration proceedings.

The "Protective Petition to Vacate and/or Modify Arbitration 'Awards'"

On March 8, 2023, Benjamin, as Personal Representative, filed a "Protective Petition to Vacate and/or Modify Arbitration 'Awards'" and later an amended version of that petition. He argued that the Beth Din lacked authority to administer the Estate and had failed to enter a final arbitration award because it had not "determined expenses and distributions." He asserted that the arbitration agreement was unenforceable because the authority of the Orphans' Court to administer estates cannot be conferred upon an arbitrator, the heirs of an intestate decedent are precluded from choosing religious law to administer the estate, the arbitration agreement was void for vagueness, and the Estate was not a party to the arbitration agreement. In addition, he asserted that the arbitration agreement was unenforceable, the Beth Din refused to hear evidence material to the controversy, the Beth Din's misconduct prejudiced the rights of the Estate, and the Beth Din exceeded its powers and made an award "upon a matter not submitted to it."

Benjamin, as Personal Representative, filed a motion for partial summary judgment. He argued that there was no genuine dispute of material fact and that he was entitled to judgment because the arbitration agreement was unenforceable, the Beth Din's misconduct

prejudiced the rights of the Estate, the Beth Din exceeded its powers, the Beth Din failed to issue a final award, confirmation of the arbitration awards was barred by the doctrines of waiver and estoppel, the petition to confirm the arbitration awards was moot because the 4008 Primrose Avenue property had been sold, and that, under the First Amendment to the United States Constitution, the circuit court was precluded from enforcing the Beth Din's "seruv," or finding that Benjamin and Yechezkel Henry were in contempt.

Issues Transmitted by the Orphans' Court for Baltimore City

In an order dated August 29, 2023, the Orphans' Court for Baltimore City transmitted the following issues to the circuit court:

> 1. Whether the Estate of Jeffrey Mark Vogel was a party to the arbitration agreement (the "Arbitration Agreement") executed by Benajmin Vogel, Henry Vogel, and Jacob Vogel for the arbitration before the Rabbinical Court of Cong. Agudath Israel of Los Angeles (the "Los Angeles Beth Din.")
>
> 2. Whether all of the Decedent's heirs were parties to the Arbitration Agreement.
>
> 3. Whether Eric and LaShawna Kenon were parties to the Arbitration Agreement held [sic] before the Los Angles [sic] Beth Din.
>
> 4. Whether Green Jade Primrose, LLC ("Green Jade") was a party to the Arbitration Agreement held [sic] before the Los Angles [sic] Beth Din.
>
> 5. Whether Petitioners' offer dated September 14, 2022 to purchase the Primrose Property was consistent with the material terms of the Real Estate Purchase Agreement between "Green Jade" and Eric and LaShawna Kenon ("Primrose Contract.")

Circuit Court's Rulings

The court eventually consolidated the various cases. With the parties' consent, the court joined 4008 Primrose Avenue LLC as a party. Thereafter, 4008 Primrose Avenue LLC consented to the motion for partial summary judgment filed by Benjamin, as Personal Representative. A hearing was held on October 11, 2023. Although appellant had not filed an opposition to the motion for summary judgment, he argued against it at the hearing. At the conclusion of the hearing, the circuit court granted the motion for partial summary judgment, stating:

> The arbitration agreement, it says, "Agreement to submit to binding arbitration." It says, "We, the undersigned, agree and submit to the binding arbitration between us, the parties, Henry Vogel, Benjamin Vogel in his capacity as heir of the estate and not in any representative capacity, Jacob Vogel with regard to the matter of."
>
> All right. That's who the parties are to this agreement. Now what happens in this agreement is that – and parts of this agreement is [sic] not even filled out, but I don't think that's necessarily relevant in this particular matter because I don't think it's relevant to –
>
> Well, it says with regard to the matter of and related matters. I'm assuming it's the matter – we can all assume it's the matter of something dealing with the death of the father in this case.
>
> The problem I have with this agreement is, is this is obviously an agreement to divide the estate up of the decedent in this case, and this is an agreement between not all the individuals who are, it should be heirs to or natural heirs to the estate, meaning the other siblings in this matter.
>
> So therefore, the Court can't uphold that agreement in anything that the arbitration agreement does because it naturally would be void under any basic contract law because it bounds [sic] parties who are not parties to the agreement.
>
> So for that reason and that reason only, the Court's going to find that this arbitration agreement is null and void.

A second hearing was held on November 20, 2023 to address the remaining issues in the case. In written orders that followed, the circuit court reiterated that "[a]ll orders issued by the Los Angeles Beth Din are void *ab initio*, unenforceable, and shall have no legal force or effect." The court denied the petition to confirm the arbitration award. It also dismissed without prejudice the "Protective Petition to Vacate or Modify Arbitration 'Awards'" that was filed by Benjamin as the Personal Representative and held that:

> In the event this Court's rulings in this and related matters are vacated or modified on appeal or otherwise, Petitioner shall be entitled to re-file the Protective Petition to Vacate or Modify Arbitration Award, and such Petition shall relate back to the original Petition so that the effective filing date shall be March 8, 2023.

With respect to the declaratory judgment action, the court declared that "[n]either the Estate nor Green Jade Primrose, LLC was obligated to sell the real property located at 4008 Primrose Avenue, Baltimore, Maryland 21215 to Respondents, [appellant, Joseph, and Eliezer], pursuant to any order issued by the Los Angeles Beth Din." Noting that count two of the declaratory judgment action had been dismissed, the court ordered that the case be closed. Lastly, the court held that the issues transmitted by the Orphans' Court were moot.

DISCUSSION

I.

Appellant contends that the circuit court erred in granting summary judgment on the ground that the arbitration agreement was void *ab initio*. We disagree and explain.

Standard of Review

Summary judgment is proper when "there is no genuine dispute as to any material fact and … the party in whose favor judgment is entered is entitled to judgment as a matter of law." Md. Rule 2-501(f). "'We review the circuit court's grant of summary judgment *de novo.*'" *Bd. of Cnty. Comm'rs of St. Mary's Cnty. v. Aiken*, 483 Md. 590, 616 (2023) (quoting *Gambrill v. Bd. of Educ. of Dorchester Cnty.,* 481 Md. 274, 297 (2022)). "We conduct an independent review of the record to determine whether a [genuine] dispute of material facts exists and whether the moving party is entitled to judgment as a matter of law." *Id.* (citation omitted). "'We review the record in the light most favorable to the non-moving party and construe any reasonable inferences which may be drawn from the facts against the movant.'" *Gambrill*, 481 Md. at 297 (quoting *Md. Cas. Co. v. Blackstone Int'l Ltd.*, 442 Md. 685, 694 (2015)). "We do not endeavor to resolve factual disputes, but merely determine whether they exist and are sufficiently material to be tried." *Id.* at 297 (citing *Newell v. Runnels*, 407 Md. 578, 607 (2009)). Furthermore, it is a "well-established general rule that in appeals from the granting of a motion for summary judgment, absent

exceptional circumstances, Maryland appellate courts will only consider the grounds upon which the [circuit] court granted summary judgment." *Selective Way Ins. Co. v. Fireman's Fund Ins. Co.*, 257 Md. App. 1, 34 (2023) (internal quotation marks and citations omitted).

The Circuit Court's Finding that the Arbitration Agreement was Void *Ab Initio*

As we have noted, although appellant set forth eleven issues on appeal, he included only five arguments in his brief. First, he argues that the circuit court erred in finding the agreement to arbitrate before the Beth Din void *ab initio*. He claims there were "numerous factual disputes regarding the arbitration proceeding and the actions of the Appellees in selling the properties contrary to the Beth Din's orders." According to appellant, in granting summary judgment, the circuit court did not consider his arguments and evidence. He maintains that evidentiary proceedings, depositions, and cross examination were required.[12] While acknowledging that he did not file a written response to the motion for partial summary judgment, appellant argues in his reply brief that he "actively participated in the hearing and raised" the following "material factual disputes":

> 1. Initiation and Selection of Arbitration Forum: Contrary to Appellee's characterization, written emails show that Benjamin, as Personal Representative, requested religious arbitration and selected the lead arbitrator. This fact is crucial as it demonstrates the Estate's intent to be bound by the arbitration.

[12] Appellant did not submit an affidavit in accordance with Md. Rule 2-501(d) that a defense to the motion for summary judgment would not be available without undertaking discovery.

> 2. Benjamin also stated in writing that the arbitration ruling should be enforceable in Maryland courts. This statement creates a factual dispute regarding the parties' intentions and expectations concerning the arbitration's enforceability.
>
> 3. All interested parties had actual notice of the arbitration proceedings and participated without objection for four months. This raises a factual question about implied consent and estoppel.
>
> 4. The Estate's attorney, Judah Katz, participated in the arbitration, presenting the proceedings as binding on all parties, including the Estate. This creates a factual dispute about whether the Estate consented to and was bound by the arbitration through its attorney's conduct.
>
> 5. The parties' implementation of the arbitration award regarding the West Cross property creates a factual dispute about whether this partial performance created an enforceable agreement for the entire award.

Arbitration is described as "the process whereby parties voluntarily agree to substitute a private tribunal for the public tribunal otherwise available to them." *Cheek v. United Healthcare of Mid-Atlantic, Inc.*, 378 Md. 139, 146 (2003) (internal quotation marks and citations omitted). Contract principles govern the issue of whether an agreement to arbitrate exists. *Holloman v. Circuit City Stores, Inc.*, 391 Md. 580, 590 (2006). As arbitration is a matter of contract, a party "cannot be compelled to submit to arbitration unless he or she has agreed to do so." *Mandl v. Bailey*, 159 Md. App. 64, 83 (2004) (citations omitted); *see also Curtis G. Testerman Co. v. Buck*, 340 Md. 569, 584 (1995) ("A large body of law supports the proposition that a non-signatory or non-party to an arbitration agreement *cannot* be forced to arbitrate disputes against their will."). Whether

parties have agreed to arbitrate a particular dispute is a threshold question of law that is for the court to decide. *Access Funding, LLC v. Linton*, 482 Md. 602, 642 (2022).

The record before us makes clear that not all interested persons signed the agreement to arbitrate. It is immaterial whether the attorney for the Estate or even Benjamin, as Personal Representative, participated in whatever arbitration proceedings occurred before the Beth Din because it is undisputed that not all of the decedent's nine adult children signed the arbitration agreement. Nor did the Kenons, who had an equitable interest in the 4008 Primrose Avenue property.[13] The arbitration agreement made clear that Benjamin signed in his individual capacity. The Estate was expressly exempted from the arbitration agreement.

Appellant argues that some of the appellees were "under the representation of Benjamin" and that Benjamin appeared in a "representative capacity of the two thirds siblings[.]" He also maintains that Benjamin "participated in the representation for the two-third siblings [and] assured" that he would see that they agreed to submit to arbitration before the Beth Din. No siblings except for appellant and Benjamin, individually, actually signed the arbitration agreement. Nor is there any evidence that any sibling other than Yechezkel Henry executed a power of attorney authorizing Benjamin to sign the arbitration

[13] In their brief, appellees make arguments that suggest the decedent was survived by his wife, but there is no evidence about that in the record before us.

agreement and appear at the arbitration hearing(s) on his or her behalf. For those reasons, the circuit court did not err in finding that there was no genuine dispute of material fact and properly entered judgment in favor of appellants on the ground that the agreement to arbitrate was void *ab initio* because not all of the necessary parties signed it.

II.

Appellant contends that the circuit court erred in ignoring his right of first refusal to purchase the properties owned by the LLCs that were assets of the Estate. Specifically, he argues that the circuit court ignored a "fundamental point of law," that "in the absence of a will," he, as an heir of the Estate, "and all legal heirs being deemed partners with respect to ownership and management of the Estate's assets, possessed a 'right of first refusal' with "respect to the sale of the Estate." He avers:

> The Circuit Court ignored that the heirs had a right of first refusal under applicable law to purchase the Properties and that Appellant[] wished to exercise such right by recognizing the legal basis to assert such a position, especially considering the fact that such exercise of right was in no way against the interests of the Appellees, who themselves wanted to dispose of the Estate Properties and distribute the sale proceeds among the heirs and successors of the Decedent.

Appellant is insistent that his alleged "right of first refusal" entitled him, Joseph, and Eliezer to purchase their siblings' "two-third share through a buyout and thereby retain the Estate Properties." Without reference to any legal authority, he argues that the agreement to arbitrate did not "exclude the legal heirs' right of first refusal to purchase the

properties under Jewish law or for that matter under Civil law[,]" and that the circuit court erred in disregarding that right and "upholding the sale to third parties."

The circuit court did not make any ruling with respect to the sale of the properties owned by the LLCs. The court found only that the arbitration agreement signed by appellant and Benjamin, individually, was void *ab initio* because not all of the necessary parties executed the agreement to arbitrate before the Beth Din. In light of that finding, the circuit court could not enforce any arbitration order or award issued by the Beth Din. Moreover, appellant did not file an opposition to the motion for partial summary judgment and did not file a declaratory judgment action to determine the rights of the parties. Nor did he otherwise ask the court to determine whether he was "deemed" a partner with respect to ownership and management of the Estate's assets, whether he possessed a right of first refusal, or whether appellees were inclined to sell the properties to third parties. "Ordinarily, an appellate court will not decide any [issue other than jurisdiction] unless it plainly appears by the record to have been raised in or decided by the trial court[.]" Md. Rule 8-131(a). As the circuit court was not asked to make any findings, and did not issue any ruling, on whether appellant was "deemed" a partner, whether he possessed a right of first refusal, or whether appellees were inclined to sell the properties to third parties, those issues are not properly before us.

III.

Appellant contends that the circuit court misinterpreted and misapplied law regarding the duties of a personal representative. He argues that the circuit court failed to consider that Benjamin, as Personal Representative, sold the 4008 Primrose Avenue property "to an acquaintance, and manipulated the purchase price for his own benefit, causing fraud to the Estate itself." According to appellant, Benjamin, as Personal Representative, violated his duty to make reasonable attempts to maximize value when liquidating the assets of the Estate. In addition, appellant asserts that the circuit court "wrongfully applied the secular laws without determining the veracity of statements" he submitted, "despite having all necessary exhibits." He argues that the court violated "common law principles" that required it "to carefully weigh all evidence presented and evaluate the credibility of the parties' competing factual narratives." These contentions are without merit.

The record does not show that appellant filed any legal action to challenge the sale of any property owned by one of the LLCs that were assets of the Estate and the circuit court did not issue any ruling on such issue. Md. Rule 8-131(a). As for appellant's argument about the court's obligation to weigh the evidence, we have already noted that in considering a motion for summary judgment, the court was required to consider whether there was a genuine dispute as to any material fact and whether the party in whose favor

judgment is entered was entitled to judgment as a matter of law. The court made clear that its decision to grant summary judgment was based solely on the fact that not all necessary parties signed the agreement to arbitrate before the Beth Din and, as a result, the arbitration agreement was void *ab initio*. Issues pertaining to the propriety of the sales of certain properties owned by the LLCs that were assets of the Estate were not material to that determination.

IV.

Appellant next contends that the circuit court "erred in law by ignoring important facts that were testified during the [a]rbitration proceeding and the same was completely left unnoticed and undetermined by the Circuit Court during adjudication." He argues, in part:

> The Arbitration Agreement purports to provide that the issues before the Beth Din would be decided under Jewish Law and none of the legal heirs objected to the same, nor did they object to the sale and distribution of the West Cross Property by methods determined in the Arbitration. On the contrary, not only the Appellees, but the Estate Attorney, Judah Katz also recognized time and again the enforceability of the Arbitration and the Arbitration Agreement, and never raised any objection to the legality of the same. Under applicable statute any party seeking to set aside an Arbitration Award must file a motion within 90 days to modify an award or 30 days to vacate the award. It was only after the final Order was issued that the Appellee filed an objection with the intention to defraud the Appellant[ ].

The record does not include a transcript from any arbitration hearing or other proceeding before the Beth Din. The circuit court, however, did not need to consider any

such testimony because it determined that the agreement to arbitrate was void *ab initio*, meaning that it was "[n]ull from the beginning, as from the first moment when a contract is entered into[.]" *Void ab initio*, Black's Law Dictionary (12th ed. 2024). For that reason, the circuit court could not, and did not, enforce the agreement to arbitrate. It is immaterial that "none of the legal heirs" objected to the arbitration, that certain individuals had communications with the Beth Din, and that certain individuals recognized the arbitration agreement or failed to lodge an objection to it. None of that changes the fact that not all of the necessary parties signed the agreement to arbitrate.

V.

Appellant contends that the circuit court failed to provide "adequate and justifiable reasons for arriving at its decision." Appellant acknowledges that the circuit court "adjudicated the Arbitration Award to be unenforceable due to the absence of signatures from three Appellees," but argues that it failed to recognize that the plan for him, Joseph, and Eliezer to "buyout" the ownership interests of their six other siblings "was not only decided by mutual consent of the parties in the Beth Din, but the same was put into action for the transfer of the West Cross Property, and that award and transfer have never been challenged." Appellant claims that this is somehow an "admission of participation, knowledge and acceptance." He maintains that the circuit court "failed to recognize that an arrangement between the parties cannot be followed and uncontested for one Estate

Property, while the same is challenged for the other Estate Property, as to the whims of one of the Parties." According to appellant, "[n]either the arbitration proceedings, nor the Arbitration Award can be declared null and void[,]" because his proposed buyout procedure was used with respect to the West Cross property. He asserts that "when the fruits of the Arbitration proceedings have been already recognized and enjoyed by the Appellees, they had no right to seek the same to be set aside, and the Circuit Court erred in declaring the same as null and void, and unenforceable in law." Appellant is mistaken.

As we have already stated, the trial judge clearly explained on the record that the arbitration agreement was not signed by "all the individuals who are. . . heirs to or natural heirs to the estate, meaning the other siblings in this matter." As a result, the judge concluded that it could not uphold the arbitration agreement "because it naturally would be void under any basic contract law because it bound[] parties who are not parties to the agreement." For that reason, and that reason only, the court found the arbitration agreement to be null and void *ab initio*. The trial judge clearly explained the basis for its decision. Appellant's contention that because the sale of the West Cross property was accomplished via agreements reached before the Beth Din and was not challenged, the court should have recognized his proposed buyout with respect to another property, is entirely without merit. Simply because no one challenged the sale of the West Cross property does not mean that it could not have been challenged by, among others, any sibling who did not sign the

arbitration agreement. As we have already recognized, because arbitration is a matter of contract, a person who is not a signatory or party to an arbitration agreement cannot be forced to arbitrate disputes against his or her will. *See Curtis G. Testerman Co.*, 340 Md. at 584 ("A large body of law supports the proposition that a non-signatory or non-party to an arbitration agreement *cannot* be forced to arbitrate disputes against their will."); *Mandl*, 159 Md. App. at 83 ("A party cannot be compelled to submit a dispute to arbitration unless he [or she] has agreed to do so.").

JUDGMENTS OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED. COSTS TO BE PAID BY APPELLANT.