Circuit Court for Howard County
Case No. 13-C-17-111552

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 3162

September Term, 2018

GRADY MANAGEMENT INC., ET AL.

v.

REDIET BIRRU

Kehoe,
Berger,
Shaw Geter,
JJ.

Opinion by Berger, J.

Filed: August 28, 2020

This appeal arises from an award of sanctions for discovery misconduct in the Circuit Court for Howard County. From May 2014 to August 2016 Appellees/Cross-Appellants, Beemnet Mengesteab ("Daniel") and his sister Shelmat Mengesteab ("Mona") lived with their Mother Rediet Birru ("Ms. Birru") at Autumn Crest Apartments.[1] Autumn Crest Apartments is owned and operated by Appellees/Cross-Appellants, Grady Management, Inc. and Autumn Crest LLC ("Landlords"). During their occupancy, Tenants alleged that they were exposed to mold and mold spores. Appellees filed a Complaint in the Circuit Court for Howard County, which set forth claims of negligence, breach of contract, and a violation of the Consumer Protection Act.

Prior to trial, the circuit court determined that the jury could infer adverse inferences against Landlords for their discovery violations. The parties proceeded to trial and the jury awarded $100,000 in future medical expenses to Daniel and $20,000 in future medical expenses to Mona. The jury, however, did not award Tenants any non-economic damages. Following the verdict, Tenants filed a motion for attorneys' fees and reimbursement for expenses due to Landlords' discovery violations, which was granted in the total amount of $53,659.10.

Landlords present the following 9 issues for our review, which we have condensed for clarity:[2]

[1] We refer to Daniel, Mona, and Ms. Birru collectively as "Tenants."

[2] Landlords present the following questions for our review:

A. Should the Circuit Court's award of "fees" be vacated because there were no fees "incurred" or even "caused by" the discovery dispute at issue, and certainly none for a non-existent violation of Md. Rule 2-433(a), as the case was admittedly handled on a contingency fee basis, and thus there was no entitlement to same?

B. Did the Circuit Court err and/or abuse its discretion in awarding attorneys' fees without the requested a hearing, when Md. Rule 2-433 specifically provides for a hearing?

C. Did the Circuit Court err and/or abuse its discretion in awarding over $35,0000.00 for "fees" which were related to a March 30, 2018 Motion to Compel and for Sanction, when the Defendants prevailed upon the majority of their objections and the issues therein?

D. Did the Circuit Court err and/or abuse its discretion in awarding $5,568.75 related to Plaintiff's opposing Defendants' Motions to Strike Plaintiff's increased damages claims and experts due to Plaintiff's Scheduling Order violations?

E. Did the Circuit Court err and/or abuse its discretion in awarding $10,631.21 in "fees" and $93.96 of costs related to the routine and necessary litigation undertaking of reviewing the extensive documents produced by Defendants?

F. Did the Circuit Court err and/or abuse its discretion in awarding $1,687.50 of "fees" and $44.25 of expenses related to Plaintiff's counsel's routine and necessary litigation undertaking regarding investigating a witness?

G. Did the Circuit Court err and/or abuse its discretion in awarding $5,100.00 for a routine Motion for Reconsideration which simply challenged an uncontroverted and likely inadvertent initial denial of Plaintiff's Motion to Compel as "moot?"

H. Did the Circuit Court err and/or abuse its discretion in awarding $375.00 for time spent related to unsuccessfully challenging Defendants' Motion for a Confidentiality Order?

> I. Whether the circuit court abused its discretion in awarding fees to Tenants due to Landlords' discovery misconduct.

Tenants additionally present one question for our review as follows:

> II. Whether the circuit court abused its discretion when it denied Tenants' motion for a new trial on damages.

For the reasons stated herein, we hold, that the circuit court did not abuse its discretion in awarding fees to Tenants, for Landlords' discovery misconduct. We further hold that the circuit court did not abuse its discretion in denying Tenants' motion for a new trial on damages. We, therefore, affirm the judgment of the Circuit Court for Howard County.

FACTS AND PROCEDURAL HISTORY

From May 2014 to August 2016, Daniel and Mona lived with their "mother," Ms. Birru, at Autumn Crest Apartments, which is owned and operated by Grady Management, Inc. and Autumn Crest LLC. During Tenants' occupancy, they were exposed to mold and mold spores. Tenants alleged that the exposure caused permanent lung injuries, which included lifelong Allergic Bronchopulmonary Aspergillosis and asthma for Daniel and lifelong asthma for Mona. Tenants filed a Complaint in the Circuit Court for Howard County against Landlords, which set forth claims of negligence, breach of contract, and a violation of the Consumer Protection Act.

> I. Did the Circuit Court err and/or abuse its discretion in awarding $7,650.00 for Plaintiff's counsel's wholly unjustified and unsuccessful attempts to enforce Judge McCrone's mistaken July 17, 2018 Order, which they knew or should have known was erroneous?

On November 10, 2017, Tenants served interrogatories and requests for production of documents to Landlords. Although Tenants requested responses several times, Landlords did not provide them until January 24, 2018. Landlords' discovery responses, however, were deficient and Tenants served deficiency letters and held conference calls with them in order to obtain the requested discovery. On March 30, 2018, following unsuccessful attempts to obtain the discovery, Tenants moved to compel discovery and for sanctions against Landlords.

On April 30, 2018, the circuit court entered an order denying Tenants' motion to compel as moot despite that fact that the discovery deficiencies had not been cured. Tenants filed a motion for reconsideration of the order and Landlords did not file an opposition. The Tenants challenged five of Landlords' Answers to Interrogatories and many of the Landlords' Responses to the Requests for Production of Documents. On June 7, 2018 the circuit court granted Tenants' motion for reconsideration and ordered that the discovery deficiencies be cured within ten days. Landlords moved to vacate and/or reconsider the June 6, 2018 order and requested to be heard on June 18, 2018 when the parties were scheduled to appear in court.

On June 18, 2018, the circuit court held a hearing on all outstanding issues between the parties. The circuit court ordered Landlords to cure deficient discovery responses and provide missing documents on or before July 2, 2018 at 4:00 p.m. Landlords, however, failed to comply with the circuit court's directive by the required date and time. Thereafter, Landlords produced some responses, but failed to produce significant documents and information as ordered by the court.

On July 16, 2018, the circuit court entered an order denying Landlords' motion to vacate and/or reconsider and providing for 60 additional days of discovery. On July 23, 2018, Tenants filed a motion to enforce sanctions because Landlords had still not produced certain discovery responses and documents. On August 6, 2018, Landlords filed a motion for a confidentiality order to prevent disclosure of the names of Tenants' former neighbors. On August 16, 2018, Landlords filed an opposition to Tenants' motion to enforce sanctions and also moved to strike the motion. Tenants filed a response to the motion for a confidentiality order and opposed Landlords' motion to strike Tenants' motion to enforce sanctions. On August 21, 2018, the circuit court ordered the parties to obtain a transcript of the June 18, 2018 hearing in light of the ongoing discovery dispute between the parties.

On August 24, 2018, the circuit court entered a confidentiality order, vacated the July 17, 2018 order, and denied Tenants' request for sanctions as moot. On September 21, 2018, the court denied Landlords' motion to strike Tenants' motion for sanctions. Two months before trial, Landlords sent Tenants the names of the residents in the 8-unit apartment building who lived there during the same period as Tenants. Counsel for Tenants contacted the residents and learned that one had been complaining of water intrusion during the same time period that Appellees were suffering mold and moisture problems in their unit. Appellees obtained emails and photographs from the resident, which Appellants had specifically withheld from Appellees' discovery requests.

Tenants discovered that Cole Buckon, who also resided at Autumn Crest Apartments, sent an email to Appellants on July 12, 2016, which noted that there was

"ongoing maintenance issue [he] was "suffering with ceiling leaks in [his] living room ceiling." The email attached a copy of Buckon's hand-delivered letter to Landlords, which identified water intrusions from October 2, 2015, January 13, 2016, February 27, 2016, May 6, 2016, and July 5, 2016, which was "not rectified during the first four repair requests." Mr. Buckon also expressed "concerns about opportunistic mold growth within the leak-affected portions of the ceiling."[3] With this information, Tenants filed a motion *in limine* for adverse inferences or other relief.

On October 17, 2019, the circuit court held a hearing on motions *in limine* and found that Appellants had committed discovery violations. The court stated that it was "starting to feel like the Defendants are really, really fighting to limit discovery." The court further noted that "there's been a, in my view, a decision made to disclose as little as possible to present as little information of any type as possible and to be in terms of--to not contribute unless absolutely required to." In regard to the June 18 hearing, the court observed that "[t]here's no doubt in my mind that the Defense understood exactly what the court's ruling was. And that there's no doubt in my mind that there was an active and enforceable court order form the bench to do that. There's no doubt in my mind. And there's no doubt in my mind as to the emails. My order to disclose was not followed." Further, the court found that "this disclosure violation was substantial" and made the following findings:

> I think that the example cited in the motion filed by the Plaintiffs are significant examples especially Mr. Buckon I think is his name. That's the kind of information that they were looking for months ago. When considering what sanctions to

[3] Appellees had made a preservation and non-spoliation demand before these emails were even sent in 2016.

> apply, I'm to consider whether or not the disclosure violation was technical or substantial. And this disclosure violation was substantial in my opinion.
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> The timing of the ultimate disclosure. Well, dribs and drabs doesn't count as ultimate. So I think in essence we may not have that-point in time yet.
>
> The reason, if any for the violation. I see no reason for the violation. I understand what counsel has said. And I stand by what I said back on June 18th when the same types of things were said to me.
>
> Four, the degree of prejudice to the parties respectively authoring offering and opposing tie evidence. And I think that the Plaintiffs are significantly prejudiced when they're deprived of this type of evidence. And whether the resulting prejudice might be cured by a postponement. And if so, the overall desirability of a continuing continuance.
>
> Well, Number l, no one has asked for one. And Number 2, this case has been nothing more than a fight from Day l. There's been no cooperation between counsel. There's been no -- l don't want to use the word professionalism because that's got a negative connotation l don't intend. There's no reason for me to think that if the administrative judge was to postpone this case for a year that anything would get any better. To the contrary, there would just be more wars, more fighting, and more attorney hours being billed.
>
> Now, I don't know the financial arrangements. There could be a contingency on one side and an hourly on another. And that's none of my business at this point. But postponing it I don't believe is going to fix this problem.

The court determined that the sanction of adverse inferences was appropriate and stated that "[t]he hiding of evidence often results in adverse inferences. So what I'll do is provide for the following adverse inferences." The court reserved on Appellees' request for attorneys' fees and stated that it would "take that up during the course of the trial." On

October 28, 2018 an order was entered on the motions *in limine*, which ordered that the following adverse inferences be permitted:

> a. Defendants at all relevant times were aware of the existence of water intrusion, and water damage at Autumn Crest Apartments.
>
> b. The Building had persistent water intrusion issues that Defendants knew about before and during Plaintiffs' residence.
>
> c. Defendants were openly aware of water and moisture issues in the subject Building.

On October 22, 2018, the case proceeded to trial. During the course of trial, Daniel and Mona's treating pediatric pulmonologist opined they would each need future treatment, totaling $1,436,625.80 for Daniel and $571,665.60 for Mona. The jury awarded $100,000 in future medical expenses to Daniel and $20,000 in future medical expenses to Mona. The jury, however, did not award Tenants any non-economic damages. The jury further determined that Ms. Birru was contributorily negligent for her injuries. Following the reading of the verdict, Tenants requested and were granted the right to file a motion for attorneys' fees related to the discovery misconduct. On November 14, 2018, Tenants filed a motion for attorneys' fees, which outlined the time Tenants' counsel spent pursuing Landlords' discovery. On November 29, 2018, Landlords opposed the motion for sanctions. On December 11, 2018, the court granted Tenants' motion for fees and found the following:

> 1) Plaintiffs' Motion is hereby GRANTED;

> 2) The Court has previously compelled discovery responses and ordered sanctions against Defendants for discovery misconduct which was not substantially justified;
>
> 3) The hours, rates, attorneys' fees, costs, and expenses: identified in Plaintiffs' verified statement and declaration are reasonable and were caused by Defendants' discovery failures;
>
> 4) Defendants are hereby ordered to pay to Plaintiffs the sum of $53,659.10, which represents $53,300.00 in attorneys' fees and $359.10 in costs and expenses.

Tenants additionally filed a motion for a new trial on damages, which the court denied on December 11, 2018. This timely appeal and cross-appeal followed.

DISCUSSION

I. The circuit court did not abuse its discretion in awarding discovery sanctions against Landlords.

The circuit court considers the following factors when determining whether to impose discovery sanctions:

> (1) whether the disclosure violation was technical or substantial; (2) the timing of the ultimate disclosure; (3) the reason, if any, for the violation; (4) the degree of prejudice to the parties respectively offering and opposing the evidence; and (5) whether any resulting prejudice might be cured by a postponement and, if so, the overall desirability of a continuance.

Sindler v. Litman, 166 Md. App. 90, 124 (2005). "Our review of the trial court's resolution of a discovery dispute is quite narrow; appellate courts are reluctant to second-guess the decision of a trial judge to impose sanctions for a failure of discovery. Accordingly, we may not reverse unless we find an abuse of discretion." *Sindler v. Litman*, 166 Md. App. 90, 123 (2005) (citing *Warehime v. Dell,* 124 Md. App. 31, 44 (1998)). We have observed

the following concerning the discretion afforded to a trial court when deciding whether to impose discovery sanctions:

> We are bound by a trial court's factual findings in the context of discovery sanctions unless we find them to be "clearly erroneous," Md. Rule 8 131(c); see also *Klupt*, 126 Md.App. at 192–93, 728 A.2d 727. The trial court has broad discretion to impose sanctions for discovery violations, "and the decision whether to invoke the 'ultimate sanction' [of dismissal] is left to the discretion of the trial court." *Valentine–Bowers v. Retina Grp. of Washington, P.C.*, 217 Md.App. 366, 378, 92 A.3d 634 (2014).
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> Sanctions may be justified even without "'willful or contumacious behavior'" by a party. *Warehime v. Dell*, 124 Md.App. 31, 44, 720 A.2d 1196 (1998) (quoting *Beck v. Beck*, 112 Md.App. 197, 210, 684 A.2d 878 (1996)).

Cumberland Ins. Grp. v. Delmarva Power, 226 Md. App. 691, 698 (2016).

Landlords contend that the circuit court erred in awarding fees to Tenants for several reasons including, but not limited to, the fact that the case was handled on a contingency fee basis. Landlord's assertion is based on the presumption that Tenants' motion for fees was filed pursuant to Maryland Rule 2-433(d). Tenants, however, contend that sanctions were imposed pursuant to Rule 2-433(c). Maryland Rule 2-433 sets forth various sanctions that a circuit court may impose upon the failure of a party to provide discovery:

> (a) For Certain Failures of Discovery. Upon a motion filed under Rule 2-432 (a), the court, if it finds a failure of discovery, may enter such orders in regard to the failure as are just, including one or more of the following:
>
> > (1) An order that the matters sought to be discovered, or any other designated facts shall be taken to be established for the purpose of the action in accordance with the claim of the party obtaining the order;

> (2) An order refusing to allow the failing party to support or oppose designated claims or defenses, or prohibiting that party from introducing designated matters in evidence; or
>
> (3) An order striking out pleadings or parts thereof, or staying further proceeding until the discovery is provided, or dismissing the action or any part thereof, or entering a judgment by default that includes a determination as to liability and all relief sought by the moving party against the failing party if the court is satisfied that it has personal jurisdiction over that party. If, in order to enable the court to enter default judgment, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any matter, the court may rely on affidavits, conduct hearings or order references as appropriate, and, if requested, shall preserve to the plaintiff the right of trial by jury.

Instead of any of those orders or in addition thereto, the court, after opportunity for hearing, shall require the failing party or the attorney advising the failure to act or both of them to pay the reasonable costs and expenses, including attorneys' fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of costs and expenses unjust.

(b) For Loss of Electronically Stored Information. Absent exceptional circumstances, a court may not impose sanctions under these Rules on a party for failing to provide electronically stored information that is no longer available as a result of the routine, good-faith operations of an electronic information system.

(c) For Failure to Comply With Order Compelling Discovery. If a person fails to obey an order compelling discovery, the court, upon motion of a party and reasonable notice to other parties and all persons affected, may enter such orders in regard to the failure as are just, including one or more of the orders set forth in section (a) of this Rule. If justice

> cannot otherwise be achieved, the court may enter an order in compliance with Rule 15-206 treating the failure to obey the order as a contempt.
>
> (d) Award Costs and Expenses Expenses, Including Attorneys' Fees. If a motion filed under Rule 2-403, 2-432, or 2-434 is granted, the court, after opportunity for hearing, shall require (1) the party or deponent whose conduct necessitated the motion, (2) the party or the attorney advising the conduct, or (3) both of them to pay to the moving party the reasonable costs and expenses incurred in obtaining the order, including attorneys' fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust.
>
> If the motion is denied, the court, after opportunity for hearing, shall require the (1) moving party, (2) the attorney advising the motion, or (3) both of them to pay to the party or deponent who opposed the motion the reasonable costs and expenses incurred in opposing the motion, including attorneys' fees, unless the court finds that the making of the motion was substantially justified or that other circumstances make an award of expenses unjust. If the motion is granted in part and denied in part, the court may apportion the reasonable costs and expenses incurred in relation to the motion among the parties and persons in a just manner.

The parties dispute which section of the rule Tenants filed their motion and which section the court granted the motion. Pursuant to Rule 2-433(c), a court may award sanctions for a parties' failure to comply with an order compelling discovery. Rule 2-433(c) allows a court to "enter such orders in regard to the failure as are just, including one or more of the orders set forth in section (a) of this Rule." Rule 2-433(c), therefore, incorporates Rule 2-433(a) by reference. Notably, in Tenants' November 14, 2018 motion for attorneys' fees and reimbursement of expenses for discovery violations, Appellees cited to Rule 2-433(a). We agree with Tenants, that sanctions were awarded pursuant to Rule 2-

433(a) as incorporated into Rule 2-433(c). Indeed, the record is clear that Landlords failed to comply with the court's discovery order. Accordingly, Landlords' focus on the language of Rule 2-433(d) is misplaced.[4]

Next, we must determine whether the circuit court abused its discretion in granting the fees to Tenants as a discovery sanction against Landlords. We first note that Landlord challenges each component of the fee award separately. We, however, address the entire award as a whole. The circuit court thoughtfully considered the appropriate factors when determining whether to grant discovery sanctions:

> I think that the example cited in the motion filed by the Plaintiffs are significant examples especially Mr. Buckon I think is his name. That's the kind of information that they were looking for months ago. When considering what sanctions to apply, I'm to consider whether or not the disclosure violation was technical or substantial. And this disclosure violation was substantial in my opinion.
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> The timing of the ultimate disclosure. Well, dribs and drabs doesn't count as ultimate. So I think in essence we may not have that-point in time yet.
> The reason, if any for the violation. I see no reason for the violation. I understand what counsel has said. And I stand by what I said back on June 18th when the same types of things were said to me.
>
> Four, the degree of prejudice to the parties respectively authoring offering and opposing tie evidence. And I think that the Plaintiffs are significantly prejudiced when they're deprived of this type of evidence. And whether the resulting prejudice might be cured by a postponement. And if so, the overall desirability of a continuing continuance.

[4] In light of our determination that the fees were not awarded pursuant to Rule 2-433(d), we need not address Landlords' argument that fees cannot be "incurred" when the case is handled on a contingency fee basis.

> Well, Number l, no one has asked for one. And Number 2, this case has been nothing more than a fight from Day l. There's been no cooperation between counsel. There's been no -- l don't want to use the word professionalism because that's got a negative connotation l don't intend. There's no reason for me to think that if the administrative judge was to postpone this case for a year that anything would get any better. To the contrary, there would just be more wars, more fighting, and more attorney hours being billed.
>
> Now, I don't know the financial arrangements. There could be a contingency on one side and an hourly on another. And that's none of my business at this point. But postponing it I don't believe is going to fix this problem.

The circuit court was not required to rearticulate these factors and standards when it granted Tenants' motion for fees and reimbursement for discovery violations. We, therefore, hold that the circuit court did not abuse its discretion in awarding costs and fees to Tenants as discovery sanctions against Landlords.

Landlords further aver that sanctions were improperly ordered because the court failed to hold a hearing on the matter. Rule 2-433(a)(3) provides the following regarding the court's obligation to hold a hearing on discovery sanctions:

> the court, after opportunity for hearing, shall require the failing party or the attorney advising the failure to act or both of them to pay the reasonable costs and expenses, including attorneys' fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of costs and expenses unjust.

We disagree with Landlords that Rule 2-433 expressly provides for a hearing. The Rule does not mandate that the court hold a hearing, instead, providing for an "opportunity" for

a hearing. An opportunity for a hearing, however, will only be provided if properly requested pursuant to Rule 2-311(f), which provides the following:

> A party desiring a hearing on a motion, other than a motion filed pursuant to Rule 2-532, 2-533, or 2-534, shall request the hearing in the motion or response under the heading "Request for Hearing." The title of the motion or response shall state that a hearing is requested. Except when a rule expressly provides for a hearing, the court shall determine in each case whether a hearing will be held, but the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section.

Landlords did not properly request a hearing pursuant to Rule 2-311(f) because they did not properly include the request for a hearing in the title of the motion. We, therefore, affirm the circuit courts' award of fees to Tenants for Landlords' discovery misconduct.

II. The circuit court properly denied Appellees' motion for a new trial on damages.

"The standard of review of the denial of a motion for new trial is abuse of discretion." *Univ. of Maryland Med. Sys. Corp. v. Gholston*, 203 Md. App. 321, 329 (2012). The Court of Appeals has observed the following:

> in considering the latitude afforded to trial judges the emphasis has consistently been upon granting the broadest range of discretion ... whenever the decision has necessarily depended upon the judge's evaluation of the character of the testimony and of the trial when the judge is considering the core question of whether justice has been done.... [F]or example, ... *"[w]e know of no case where this Court has ever disturbed the exercise of the lower court's discretion in denying a motion for a new trial because of the inadequacy or excessiveness of damages.*

Butkiewicz v. State, 127 Md. App. 412, 421–22, 732 A.2d 994, 999 (1999) (quoting *Buck v. Cam's Broadloom Rugs, Inc.,* 328 Md. 51, 57-58 (1992) (emphasis in original). Further,

"discretion of the trial judge [is] at its highest when the motion for a new trial '[does] not deal with the admissibility or quality of newly discovered evidence, nor with technical matters,' but instead ask[s] the trial court to draw upon its view of the weight of the evidence." *Kleban v. Eghrari-Sabet*, 174 Md. App. 60, 102, (2007) (quoting *Buck*, *supra*, 328 Md. at 59).

The jury found Landlords liable to the Daniel and Mona and awarded them future medical expenses. The jury, however, failed to award the any non-economic damages. Tenants, arguing that the jury's failure to award non-economic damages was against the weight of the evidence, filed a motion for a new trial on damages. The circuit court denied the motion without an explanation. Tenants argue before us that the record is devoid of any indication that the circuit court exercised any discretion at all because the circuit court did not expressly state the reasons for its denial of the post-trial motion. Tenants further argue that the jury's failure to award non-economic damages and it "compromise award" on future medical expenses is suggestive of an impermissible compromise based on the unimputible negligence of a parent. Stated differently, Tenants submit that the jury's award for future medical expenses and failure to award non-economic damages was the jury's way of compromising because it found Ms. Birru to be contributorily negligent.

Indeed, "there is no requirement in Maryland that a trial court state on the record its reasons for interfering or not interfering with a jury verdict." *Abrishamian v. Barbely*, 188 Md. App. 334, 350 (2009). "A judge does not need to state every consideration or factor, so long as the record supports a reasonable conclusion that appropriate factors were taken into account in the exercise of discretion." *Id.* "We presume that a trial judge correctly

exercised discretion, knows the law, and performed his or her duties properly. *Id.* The trial court, therefore, did not abuse its discretion solely because it did not state its reasons for denying Tenants' motion for a new trial.

We are unpersuaded by Tenants' argument regarding the jury's "compromise verdict." Critically, "the trier of fact may accredit or disregard any evidence introduced, and a reviewing court may not decide how much weight should have been given to each item of evidence." *Abrishamian*, *supra*, 188 Md. App. at 347-48 (footnote omitted). Further, "juries awarding medical expenses do not necessarily have to award non-economic damages." *Id.* at 348. Both parties presented expert testimony regarding the cost of medical expenses. Ms. Birru testified at trial, but neither child testified to the extent of their pain and suffering. Here, the jury was free to credit or disregard any evidence relating to the amount of future medical expenses for both Mona and Daniel. The jury was further free to credit or disregard any evidence presented by Tenants as to the extent of the pain and suffering by both children. We, therefore, cannot say that the court abused its discretion in denying Tenants' motion for a new trial on damages.

JUDGMENTS OF THE CIRCUIT COURT FOR HOWARD COUNTY AFFIRMED. COSTS TO BE PAID ONE HALF BY APPELLANTS AND ONE HALF BY APPELLEES.