Circuit Court for Frederick County
Case No. C-10-CV-20-000551

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND**

No. 184

September Term, 2022

NICOLE M. PETERS-HUMES

v.

LAFAYETTE FEDERAL CREDIT UNION, ET AL.

Berger,
Shaw,
Ripken,

JJ.

Opinion by Berger, J.

Filed: August 28, 2023

* 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 with Rule 1-104(a)(2)(B). Md. Rule 1-104.

**At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals of Maryland to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

This appeal arises from a deficiency action brought in the Circuit Court for Frederick County by Appellee, Lafayette Federal Credit Union ("LFCU"), against Appellant, Nicole Peters-Humes ("Peters-Humes"), and George Humes. Peters-Humes responded, originally filing a motion to dismiss, which was denied. Thereafter, Peters-Humes filed an answer and counterclaims against LFCU and other defendants. At a subsequent hearing, the circuit court dismissed all of Peters-Humes counterclaims, except for the claim alleging LFCU violated the Maryland Consumer Protection Act ("MCPA"). The court asked both parties to provide additional briefing regarding the statute of limitations for the MCPA claim. Both parties submitted such briefing and presented oral arguments on the issue at a hearing on February 28, 2022, in which the court ruled that Peters-Humes's claim was time barred. On March 1, 2022, the court memorialized this ruling in an order dismissing the case. Peters-Humes timely appealed this ruling.

Peters-Humes presents two questions for our review, which we condense and rephrase into the lone inquiry of whether the circuit court erred in ruling that Peters-Humes counterclaims were time barred.[1] For the reasons explained herein, we reverse the circuit

[1] Peters-Humes's original questions presented read as follows:

1. Whether Appellant's counterclaims against the Appellees were time barred?

2. Did the trial court abuse its discretion when it voluntarily, without being raised as a defense or arguments by the Appellee, determined that the statute of limitations began to run on September 25, 2017?

court's dismissal as to Peters-Humes's MCPA claim and remand to the circuit court to adjudicate that claim.

FACTS AND PROCEDURAL HISTORY

Origination of the Mortgage and Loans

On May 28, 2004, Peters-Humes and George Humes, as borrowers/mortgagors, and LFCU, as lender/mortgagee, entered an Adjustable-Rate Balloon ("ARM") note for $486,000 secured by real property owned by Peters-Humes and Humes located in Bowie, Maryland ("the Subject Property") in Prince George's County. On the same day, Peters-Humes and Humes entered into a fixed loan agreement issued by LFCU for $50,000. On May 9, 2005, Peters-Humes entered into an adjustable-rate loan issued by LFCU for $628,000, which was secured by the Subject Property. A deed of trust for the Subject Property filed May 25, 2006 shows the new loan paid off the original loan.

Peters-Humes claimed to have been a customer of LFCU's since 1998, financing automobile, student, and other loans with the credit union in addition to the loans at the center of this dispute. She assumed she would be able to modify her 2005 loan, if needed, based on her long-standing relationship with LFCU and communications with LFCU personnel, including Renee Thompson ("Thompson"), in which Peters-Humes alleged she was told LFCU would be amenable to subsequent modifications. In June of 2015, Peters-Humes claimed she communicated to Thompson the desire to refinance the loan, but no such modification occurred.

Foreclosure Proceedings

In 2016, Peters-Humes and Humes defaulted on the note and the terms of the deed of trust. On March 8, 2017, LFCU filed for foreclosure in the Circuit Court for Prince George's County. In November 2017, Peters-Humes filed for Chapter 13 bankruptcy. Her bankruptcy proceeding was dismissed without discharge on September 13, 2018.

In April 2017, Peters-Humes claimed she again sought to modify the loan, submitting a modification application on her own and then doing the same a month later with the assistance of a Department of Housing and Urban Development Housing Counselor. Peters-Humes received no response to either request. LFCU and Peters-Humes attended foreclosure mediation on September 25, 2017, at which point LFCU informed Peters-Humes that no such modification would occur. The mediator filed the mediation report on September 28, 2017.

On July 31, 2018, the Subject Property was sold in a foreclosure sale. The Circuit Court for Prince George's County ratified the sale on November 21, 2018. Diana C. Theologou ("Theologou"), as Trustee under the Deed of Trust, filed the suggested account on December 7, 2018. That court ratified the foreclosure audit on January 25, 2019.

Despite claiming she did not receive notice of the foreclosure or the sale, neither Peters-Humes nor Humes filed exceptions or otherwise challenged the foreclosure proceedings prior to ratification. Though Peters-Humes decried the lack of notice, she admitted during a later hearing that she did not inform the court of her change of address.

Following the ratification of the sale, Peters-Humes left Maryland for Oklahoma to attend the funeral of her brother-in-law in August 2018. Upon her return in late September, she allegedly found the locks on the Subject Property had been changed. She further discovered that many of her personal belongs had been moved to the garage or damaged, contractors were in the process of renovating, and it appeared new parties were residing at the Subject Property.

Court Proceedings

On October 19, 2020, LFCU filed in the Circuit Court for Frederick County a two-count complaint for breach of contract, alleging Peters-Humes and Humes defaulted on debts of $40,080.55 and $290,864.18, respectively and thus was entitled to the balance of those debts plus interest and fees. On February 5, 2021, Peters-Humes filed an answer, along with numerous counterclaims against LFCU. On March 25, 2021, Peters-Humes filed an Amended Counterclaim asserting claims against the appellees in this dispute -- LFCU and its subsidiary Preferred Business XChange d/b/a PBX Settlement Services, LLC, as well as Theologou and Thompson -- alleging: (1) fraud; (2) breach of contract; (3) negligence per se; (4) abuse of process; (5) infliction of emotional and mental distress; (6) violations of the Maryland Consumer Protection Act; (7) satisfaction of debt; (8) declaratory relief; and (9) unjust enrichment. The appellees subsequently filed motions to dismiss, and the Circuit Court for Frederick County held a hearing regarding those motions on May 26, 2021.

During the hearing, the circuit court determined that nearly all, if not all, of Peters-Humes's counterclaims were barred by either the statute of limitations or as a matter of res judicata due to their correlation to the foreclosure action that was since ratified by the Circuit Court for Prince George's County. At the conclusion of the hearing, the court ruled from the bench that the statute of limitations had run on all claims against all parties except the MCPA claim against LFCU. An order issued May 27, 2021 memorialized this ruling and dismissed the all claims and parties other than the MCPA claim against LFCU.

During the May 26, 2021 hearing, the court surmised that -- assuming Peters-Humes's MCPA claim was based on LFCU and its employees allegedly inducing Peters-Humes to enter the loan by misleading her into thinking she could modify the loan later -- Peters-Humes would have discovered she had been misled by the time the bank filed for foreclosure because, by this point, it would be obvious that no modification would occur. As such, she would have been "on notice" of the potential MCPA claim "at the latest September 28, 2017." The court asked parties for additional briefing regarding just the statute of limitations issues related to the MCPA claim, which the parties dutifully submitted, along with competing motions in response, in late May and early June of 2021.

The court held another hearing on February 28, 2022, strictly on the statute of limitations arguments regarding the MCPA. The court ruled that, due to the three-year limitations period for MCPA claims, Peters-Humes's claim was time barred, even with the tolling of all statutes of limitations during the statewide court closures prompted by the COVID-19 pandemic. The court issued an order on March 1, 2022 dismissing the

remaining MCPA claim against LFCU. Peters-Humes filed her timely appeal to on March 30, 2022.

DISCUSSION

Standard of Review

"We review the grant of a motion to dismiss to determine 'whether the trial court was legally correct.'" *Hancock v. Mayor & City Council of Balt.*, 480 Md. 588, 603 (2022) (quoting *D.L. v. Sheppard Pratt Health Sys., Inc.*, 465 Md. 339, 350 (2019)). "We do so without deference to the trial court," however we "assume the truth of all relevant and material facts that are well pleaded and all inferences which can reasonably be drawn from those pleadings." *Id.* (quoting *Wheeling v. Selene Fin. LP*, 473 Md. 356, 374 (2021)). "Motions to dismiss are generally granted in cases where 'there [is] no justiciable controversy[.]'" *Litz v. Md. Dep't of Env't*, 434 Md. 623, 641 (2013) (quoting *Broadwater v. State*, 303 Md. 461, 467 (1985)). Therefore, "[a] motion to dismiss may be granted only 'where the allegations presented do not state a cause of action.'" *Hancock*, *supra*, 480 Md. at 603 (quoting *Wheeling v. Selene Fin. LP*, 473 Md. 356, 374 (2021)).

Ordinarily, a motion to dismiss should not be granted by a trial court solely based on the assertion that the "cause of action is barred by the statute of limitations[,] unless it is clear from the facts and allegations on the face of the complaint that the statute of limitations has run." *Rounds v. Md.-Nat'l Cap. Park & Plan. Comm'n*, 441 Md. 621, 655 (2015) (quoting *Litz v. Md. Dep't of the Env't*, 434 Md. 623, 641 (2013)). Depending on the nature of the claims being made, determining whether the action is time barred may be

a question solely of law, solely of fact, or of both law and fact. *Doe v. Archdiocese of Wash.*, 114 Md. App. 169, 178 (1997). When the determination "hinges on a question of fact, however, the factual question is ordinarily resolved by the jury, rather than by the court." *Id.* "Accordingly, where it is unclear from the facts and allegations on the face of the" complaint what the nonmoving party knew and when they knew it, a question of fact exists that is "appropriate for the fact finder, not the appellate court." *Rounds*, *supra*, 441 Md. at 658.

I. This Court Reviews Only the Statute of Limitations Issue Related to Peters-Humes's MCPA Counterclaim.

As a preliminary matter, we must address what rulings from the circuit court we review in this appeal. Because Peters-Humes challenges the circuit court's determination that her claims were "time barred," our review is limited to just this question and not to any other ruling issued by the circuit court regarding the counterclaims. *See MAS Assocs., LLC v. Korotoki*, 475 Md. 325, 368 (2021) ("[W]e will ordinarily review only those issues properly raised by appellant." (quoting *Kunda v. Morse*, 229 Md. App. 295, 302 n.4 (2016)).

Unfortunately, the question presented by Peters-Humes fails to articulate exactly which of her nine counterclaims we review regarding the application of the statute of limitations. LFCU maintains that our review is constrained *only* to the sixth item in Peters-Humes's counterclaim, alleging violations of the MCPA. LFCU asserts that the circuit

court dismissed all other claims in an order issued on May 28, 2021.[2] Because Peters-Humes failed to timely appeal this ruling, she may not seek review of it now, via a notice of appeal filed roughly ten months later. *See* Md. Rule 8-202(a) (stating generally appellants must file an appeal within 30 days of an entry of judgment). Further, LFCU argues that because Peters-Humes only appeared to address the MCPA claim in her brief to this Court, then the appeal is limited to that claim alone. *See Hobby v. State*, 436 Md. 526, 542 (2014) ("[A] question not presented or argued in an appellant's brief is waived or abandoned and is, therefore, not properly preserved for review." (quoting *State v. Jones*, 138 Md. App. 178, 230 (2001), *aff'd*, 379 Md. 704 (2004)).

Peters-Humes challenges this characterization of her previously dismissed counterclaims, asserting that because the trial court did not dispose of all claims in its May 28, 2021 order, there was no appealable final judgment until the last remaining claim was dismissed on March 1, 2022. *See* Md. Rule 2-602(a) (stating an order from the court adjudicating fewer than all claims against all parties in an action is not a final judgment). She alleges that because she timely appealed that March 1, 2022 circuit court order, her appeal opened the door to review the court's rulings regarding all of her counterclaims against all parties named in her third-party complaint. *See Carver v. RBS Citizens, N.A.*,

[2] The circuit court's May 28, 2021 order explicitly dismissed all counts against Theologou, Thompson, and PBX Settlement Services, LLC from Peters-Humes's third-party complaint. *Lafayette Fed. Credit Union v. Peters-Humes*, No. C-10-CV-20-000551, slip op. (Cir. Ct. Frederick Cnty., Md. May 28, 2021). The court further dismissed counterclaims against LFCU "with the Exception of the Counterclaim for violation of the Maryland Consumer Protection Act, for which this [c]ourt reserves its decision." *Id.*

462 Md. 626, 633 (2019) (quoting *Smith v. Lead Indus. Ass'n, Inc.*, 386 Md. 12, 21 (2005) ("Indeed, it is a 'long-standing rule that the right to seek appellate review ordinarily must await the entry of a final judgment, disposing of all claims against all parties[.]") (cleaned up)).

As such, we review Peters-Humes's causes of actions in her counterclaim to assess their viability upon appeal. Notably, the seventh item in Peters-Humes's counterclaim fails to assert an actionable claim. First, Peters-Humes alleges "satisfaction of debt," but from there simply articulates that the foreclosure sale, and resale, of the Subject Property produced funds sufficient to satisfy any deficiency on her part alleged by LFCU. In our view, this is a conclusory assertion of fact, and it fails to state a theory upon which LFCU could be found liable to Peters-Humes. Second, assuming this count is in response to LFCU's initial suit alleging Peters-Humes's deficiency and breach of contract, LFCU voluntarily dismissed its complaint, so the issue of any deficiency appears moot.

Peters-Humes's first, second, third, fourth, eighth, and ninth causes of action in her counterclaim all appear to relate to the foreclosure and foreclosure sale of the Subject Property. Allegations of fraud, breach of contract, negligence per se, abuse of process, and declaratory relief all pertain to the administration of the loans and the subsequent foreclosure proceedings conducted by the Circuit Court for Prince George's County. The fifth item in Peters-Humes's counterclaim -- alleging negligence and intentional infliction of emotional and mental distress -- derives largely from the allegations of Peters-Humes returning from Oklahoma following the initiation of the foreclosure proceedings and

finding her possessions moved to the garage, locks changed, renovations underway, and what appeared to be someone else residing at the home. LFCU's liability for such a potential displacement from, and invasion of, the Subject Property is largely governed by LFCU's right to access and use the land, which again derives from the rights afforded the company by the foreclosure sale. The unjust enrichment alleged in the ninth item in her counterclaim relates to profits produced by the resale of the Subject Property following the foreclosure sale.

As such, this leaves Peters-Humes with little recourse following the ratification of both the sale and the foreclosure audit on November 21, 2018 and January 25, 2019, respectively. In Maryland, mortgagors have three means to challenge a foreclosure: (1) by pursuing a pre-sale injunction; (2) by filing post-sale exceptions to the ratification; and (3) by "filing of post-sale ratification exceptions to the auditor's statement of account." *Wells Fargo Home Mortg., Inc. v. Neal*, 398 Md. 705, 726 (2007). Further, the effect of a final ratification on a foreclosure sale "is res judicata as to the validity of such [a] sale, except in the case of fraud or illegality." *Pulliam v. Dyck-O'Neal, Inc.*, 243 Md. App. 134, 144 (2019) (italics removed). Under the doctrine of "res judicata," a judgment in an earlier case on the merits is an absolute bar to a second suit between the same parties and upon a cause of action that was or could have been litigated in the original suit. *See RDC Melanie Drive, LLC v. Eppard*, 474 Md. 547, 567 (2021) (citing *MPC, Inc. v. Kenny*, 279 Md. 29, 32 (1977)).

Peters-Humes's counterclaim is not in the form of the three available challenges to a foreclosure. Instead, she asserts them as independent causes of action in a proceeding outside the foreclosure action. Additionally, she may not attack the foreclosure in her suit in Frederick County when Prince George's County already addressed the foreclosure and issued definitive rulings affirming and ratifying both the sale and the foreclosure audit.[3] Because her counterclaims assert new causes of action among the same parties as the proceedings litigating the foreclosure -- where judgment was already issued on the merits -- with both suits relying on the same operative facts regarding the foreclosure, the doctrine of res judicata estops Peters-Humes from challenging the foreclosure anew in a different suit and a different forum. *See Pulliam*, *supra*, 243 Md. App. at 144. The circuit court correctly identified this issue during the May 26, 2021 hearing, stating that it appeared Peters-Humes's claims would be barred by "either res judicata, which means it's already been litigated and decided, or it's past the limitations period."

The sixth count of Peters-Humes's counterclaim asserts violations of the Maryland Consumer Protection Act by LFCU and PBX. The MCPA prohibits persons from engaging in "any unfair, abusive, or deceptive trade practice, as defined in this subtitle . . . [in t]he extension of consumer credit [or t]he collection of consumer debts." Md. Code. (1975,

[3] Peters-Humes also appealed the rulings of the Circuit Court for Prince George's County ratifying the foreclosure, which this Court largely affirmed while also issuing a limited remand allowing the filing of a motion to reconsider. *See generally Peter-Humes v. Theologou*, No. 300, Sept. Term 2022, slip op. at 14–16 (App. Ct. Md. Feb. 9, 2023) (unreported). The case returned to the Circuit Court for Prince George's County's docket, where it has since closed. *See Theologou v. Peters-Humes*, Case. No. CAEF1714101, (Cir. Ct. Prince George's Cnty).

2020 Repl., 2022 Suppl.), § 13-303(4)–(5) of the Commercial Law Article ("CL"). The MCPA defines such unfair and deceptive trade practices as using "false or misleading statements or representations which have the capacity, tendency, or effect of deceiving or misleading consumers," or "a misrepresentation, knowing concealment, or omission of any material fact with the intent that the consumer rely on the same in connection with the promotion or sale of consumer goods, realty, or services." *Master Fin., Inc. v. Crowder*, 409 Md. 51, 59 (2009) (citing CL § 13-301(1), (4)).

In this counterclaim, Peters-Humes alleged that LFCU engaged in unfair and deceptive trade practices by leading her to believe that LFCU would at some later point modify her loan if such a modification became necessary, thus inducing Peters-Humes and Humes into entering the loan agreement. Based on the facts alleged, this appears to be an actionable claim upon which the circuit court ruled and Peters-Humes timely appealed. Further, the operative facts undergirding the claim are not so tied to the foreclosure matters and are sufficiently distinct such that the claim is not barred by res judicata. We view entering the loan as sufficiently distinct from the later default and foreclosure proceedings. As such, this Court will address whether the circuit court erred in its application of the statute of limitations for a claim arising under the MCPA.

II. The Circuit Court Erred by Ruling That Peters-Humes's MCPA Claim Was Time Barred by the Statute of Limitations.

Though the trial court correctly applied the relevant law determining that Peters-Humes's MCPA claim is controlled by Maryland's "general statute of limitations" of three years, the court failed to provide Peters-Humes the full scope of tolling provisions granted

via COVID-19 administrative orders. During the first of the parties' two hearings, the court pondered whether Peters-Humes could be considered to have had notice of her potential MCPA claim by the time she and LFCU concluded their foreclosure mediation meeting. If so, the trial court noted, the three-year limitations period started running, at the latest, from the date the mediator filed the mediation report from that meeting, if not from the date of the meeting itself. Because of the closing of court clerk's offices and tolling provisions extended the window for Peters-Humes to bring her claim, the filing of her counterclaim on February 5, 2021 occurred within the limitations period lapsed. Therefore, the circuit court erred by dismissing Peters-Humes's MCPA claim as time barred.

A. The circuit court did not abuse its discretion either by raising the statute of limitations issue sua sponte or by failing to provide the specific date upon which Peters-Humes's claim became time-barred.

Before assessing the impact of the statute of limitations on this case, we first address Peters-Humes's contention that, even if her counterclaims may have been time barred, the circuit court abused its discretion. She argues that the court erred, both by entertaining the arguments regarding statutes of limitations when this argument was not made in LFCU's answer to Peters-Humes's counterclaims and by refusing to provide a precise date upon which the statutory limitations period for her claims expired. LFCU counters this characterization, maintaining that the court did not examine the statute of limitations issues unprompted but rather did so due to the arguments raised by LFCU and the other parties during hearings and in motions to the court.

"An abuse of discretion occurs where no reasonable person would take the view adopted by the circuit court." *Williams v. State*, 457 Md. 551, 563 (2018). "A ruling reviewed under an abuse of discretion standard will not be reversed simply because the appellate court would not have made the same ruling." *DeLeon v. State*, 407 Md. 16, 21, (2008). Though a court "has no authority, discretionary or otherwise, to rule upon a question not raised as an issue by the pleadings, and of which the parties therefore had neither notice nor an opportunity to be heard," we find such concerns are not applicable in this case. *Lasko v. Lasko*, 245 Md. App. 70, 81 (2020) (quoting *Gatuso v. Gatuso*, 16 Md. App. 632, 633 (1973)). In short, the circuit court did not abuse its discretion in ruling that the MCPA claim was barred by the statute of limitations.

First, the issue of whether Peters-Humes's counterclaim was barred by the statute of limitations was not conjured solely in the judge's mind. LFCU raised the limitations issue during the May 26, 2021 hearing and in its post-hearing memorandum on the statute of limitations. Thompson asserted in her April 2, 2021 motion to dismiss that the claims against her were barred by the statute of limitations. All parties had ample opportunity to be appraised of the potential application of the statute of limitations and to argue for and against this bar to Peters-Humes's claims. We perceive no unfairness or abuse of discretion in ruling Peters-Humes's claims were time barred.

Second, asserting that a claim is barred by the statute of limitations is asserting an affirmative defense. *See* Md. Rule 2-323(g)(15). It is not one of the four affirmative defenses a defendant is required to make in a motion to dismiss or upon filing an answer.

See Md. Rule 2-322(a) (stating mandatory defenses that must be asserted in an answer or motion to dismiss filed before an answer). Peters-Humes points to no such authority holding that LFCU or any of the parties must "use or lose" a statute of limitations defense either in a pre-answer motion to dismiss or in an answer to the counterclaims. Therefore, the trial court was not precluded from evaluating the statute of limitations defense, regardless of when or how LFCU, or another party, asserted the issue.

Third, when invoking the statute of limitations, the court was not tasked with definitively determining the exact dates the limitation period either began to run or expired; rather the court's responsibility was only to determine "from the facts and allegations on the face of the complaint [if] the statute of limitations has run." *Litz, supra,* 434 Md. at 641. No abuse of discretion occurred when the court refused to provide Peters-Humes the specific date her claims became time barred when asked during the February 28, 2021 hearing. Notably, the court effectively provided such a date for Peters-Humes while deciphering her claims during the May 26, 2021 hearing and determining that Peters-Humes was "on notice [LFCU was not] going to change your loan product as of September 28, 2017," the date the mediator filed the report from the foreclosure mediation meeting. Accordingly, the court did not abuse its discretion by assessing whether the claims were, in fact, time barred. In so doing, however, the court did err in its eventual ruling that the statute of limitations expired before Peters-Humes filed her claim.

B. A three-year statute of limitations applies to MCPA claims.

Statutes of limitations strike a balance between protecting a plaintiff's interest in investigating and pursuing her claim and a defendant's interest "in having certainty that there will not be a need to respond to a potential claim that has been unreasonably delayed, and the general interest of society in judicial economy." *Murphy v. Liberty Mut. Ins. Co.*, 478 Md. 333, 343 (2022) (quoting *Ceccone v. Carroll Home Servs., LLC*, 454 Md. 680, 691 (2017)). As such, limitations periods represent a policy judgment by the General Assembly. *Id.* "The general statute of limitations in Maryland is three years." *Crowder*, *supra*, 409 Md. at 70 (citing Md. Code. (1974, 2020 Repl.) § 5-101 of the Courts & Judicial Procedure Article ("CJP")). This serves as the default limitations period "unless another provision of the Code provides a different period of time within which an action shall be commenced." CJP § 5-101.

The MCPA does not provide a unique limitations period within its statutory scheme, nor are such claims "specialities" for the purpose of CJP § 5-102's twelve-year statute of limitations. Accordingly, claims arising under the MCPA "are therefore subject to the three-year period of limitations provided for CJP § 5-101." *Crowder*, *supra*, 409 Md. at 65. As such, Peters-Humes had three years to file her counterclaims regarding violations of the MCPA.

C. Viewed in the light most favorable to Peters-Humes, her MCPA claim accrued, and thus the limitations period commenced, upon the filing of the foreclosure mediation meeting report on September 28, 2017.

Having established the applicable length of the limitations period, we must next determine when the claim accrued, and, thereby, when the limitations clock began to tick. *See Rounds*, *supra*, 441 Md. at 654 ("For any statute of limitations analysis, the operative date is the date that a claim accrues."). "[T]he question of when a cause of action accrues – and thereby triggers the start of the limitations period – 'is one left to judicial determination.'" *Murphy*, *supra*, 478 Md. at 344 (quoting *Cain v. Midland Funding, LLC*, 475 Md. 4, 35 (2021)).

"In determining when the actions accrue, Maryland courts apply the discovery rule, which tolls the accrual of an action until the plaintiff knows or should have known of the injury giving rise to his or her claim." *Litz*, *supra*, 434 Md. at 640. Under the discovery rule, the accrual of the claim, and thus the triggering of the limitations period, is not dependent upon the occurrence of the injury giving rise to the plaintiff's claim, but instead "the focus is on when the plaintiff *discovered facts* which provide notice of the injury." *Rounds*, *supra*, 441 Md. at 655. Thus, a plaintiff will be charged with notice, and the statute of limitations will begin to run, upon the plaintiff gaining "knowledge of circumstances which ought to have put a person of ordinary prudence on inquiry." *Iglesias v. Pentagon Title & Escrow, LLC*, 206 Md. App. 624, 666 (2012).

Because Peters-Humes's MCPA claim is based on the theory that LFCU and its employees unfairly and deceptively induced Peters-Humes's business by leading her to

believe she could modify her loan at a later date despite the company having no intention of allowing such modifications, Peters-Humes could be charged with "discovering" this alleged deception upon realizing that no such modification would be allowed. This may have become apparent when LFCU refused to engage with Peters-Humes regarding a modification, or when LFCU began foreclosure proceedings. Nonetheless, it seems certain LFCU's alleged insincerity regarding loan modifications would be apparent by the time the company denied Peters-Humes's request for such a modification during the September 25, 2017 foreclosure mediation meeting, or at the very latest by the filing of the mediator's report on September 28, 2017. *See Rounds*, *supra*, 441 Md. at 655.

During the May 26, 2021 hearing, the court similarly reasoned that Peters-Humes would have discovered facts regarding LFCU's disinterest in permitting her to modify her loan at the latest upon reviewing the mediator's report following foreclosure mediation meeting. As such, the date of that report's issuance, if not the date of that meeting, serves as the date Peters-Humes had notice of her potential injury under the MCPA's prohibition of deceptive trade practices. Therefore, we discern no legal or factual error in the circuit court's determination that the limitations period for Peters-Humes MCPA claim began to run from the September 28, 2017 filing of the mediator's report following the foreclosure mediation meeting. *See Hancock*, *supra*, 480 Md. at 603.

D. Due to the COVID-19 Administrative Orders tolling of the statute of limitations, Peters-Humes's MCPA claim was not time barred.

Having established to which claim we limit our review, the requisite limitations period of that claim, and from what date her claim began to accrue, we must now determine

when this limitations period terminated, making any filing after that date time barred. Using September 28, 2017 as the date upon which Peters-Humes's claim accrued, a straightforward application of the three-year limitations period results in the claim being time barred as of September 28, 2020, nearly four months before Peters-Humes filed her counterclaims on February 5, 2021. Nevertheless, the world-wide pandemic caused by COVID-19 complicated the calculus for determining the end of this limitations period and thus the point at which Peters-Humes's claims did or did not become time barred. Aided by recent judicial interpretations of these orders, we conclude her claim remained timely.

1. The tolling provisions from the COVID-19 administrative orders

The Chief Judge of the Court of Appeals (now referred to as the Chief Justice of the Supreme Court of Maryland) ordered all court clerks' offices to be closed to the public as of March 16, 2020. *See* Administrative Order on Statewide Closing of the Courts to the Public Due to the COVID-19 Emergency, at 2 § (a) (Md. Mar. 13, 2020). Following this statewide closure, on April 3, 2020 the Chief Justice first ordered the tolling or suspending of statutes of limitations and other such deadlines "by the number of days that the courts are closed to the public due to the COVID-19 emergency." *See* Administrative Order on Emergency Tolling or Suspension of Statutes of Limitations and Statutory and Rules Deadlines Related to the Initiation of Matters and Certain Statutory and Rules Deadlines in Pending Matters, at 1–2 § (a) (Md. Apr. 3, 2020). Court clerks' offices eventually reopened to the public on July 20, 2020. *See* Administrative Order on the Progressive

Resumption of Full Function of Judiciary Operations Previously Restricted Due to the COVID-19 Emergency, at 3 § (e) (Md. May 22, 2020).

By May 24, 2021 -- two days prior to the hearing in which the circuit court ruled that Peters-Humes's MCPA claim was time barred -- Chief Judge Barbera issued her ninth-such order clarifying these tolling measures, stating that all limitations periods would be tolled by the number of days between March 16, 2020, when the courts closed, and July 20, 2020, when they reopened. *See* Ninth Revised Administrative Order on the Emergency Tolling or Suspension of Statutes of Limitations and Statutory and Rules Deadlines Related to the Initiation of Matters and Certain Statutory and Rules Deadlines in Pending Matters, at 2–3 §§ (a)–(d) (Md. May 24, 2021) [hereinafter *Ninth Administrative Order*]. For claims like Peters-Humes's, with limitations periods that would have expired after the July 20, 2020 reopening, this tolling provision added 126 days to statute of limitations deadlines.

Further, Chief Judge Barbera stipulated that for "those matters for which the statute of limitations and other deadlines related to initiation would have expired between March 16, 2020 through the termination of COVID-19 emergency operations," those matters were *nunc pro tunc* to March 16, 2020.[4] *Id.* at 3 § (e). As such, "[w]ith the offices of the clerks of courts having been reopened to the public on July 20, 2020, the filing deadlines to initiate

[4] "*Nunc pro tunc*" is a Latin term meaning "now for then," and, as applied in this context, it means "[h]aving retroactive legal effect through the court's inherent power." *Nunc Pro Tunc*, BLACK'S LAW DICTIONARY (11th ed. 2019).

matters having been extended by previous Order, *by an additional 15 days*.[]" *Id.* at 4 § (f) (emphasis added).

Chief Judges Barbera and Getty continued to reiterate and clarify these provisions through the last such administrative order, issued March 28, 2022.[5] *See* Final Administrative Order on the Emergency Tolling or Suspension of Statutes of Limitations and Statutory Rules Deadlines Related to the Initiation of Matters and Certain Statutory and Rules Deadlines in Pending Matters During the COVID-19 Emergency, at 2–3 §§ (c)–(e) (Md. Mar. 28, 2022) [hereinafter *Final Administrative Order*]. The "Judicial Branch's COVID-19 emergency period" ended at midnight on April 3, 2022. *See* Administrative Order Lifting the COVID-19 Health Emergency as to the Maryland Judiciary, at 2 § (a) (Md. Mar. 28, 2022) [hereinafter *Emergency Ending Order*].

2. The parties' dualling interpretations of the relevant tolling provisions

Our review of the *Ninth Administrative Order* and its predecessors attempts to carefully breakdown the nuances of the relevant tolling provisions.[6] Nevertheless, we acknowledge that these administrative orders may produce confusion in parties seeking to

[5] Chief Judge Barbera issued relevant administrative orders from the beginning of the Judiciary's COVID-19 emergency through August of 2021. Her successor, Chief Judge Getty, issued the subsequent administrative orders from September 2021 through the end of the COVD-19 emergency.

[6] LFCU points to this *Final Administrative Order* as controlling, whereas Peters-Humes relies on the *Ninth Administrative Order*. Because the *Ninth Administrative Order* was the most recent order at the time of the May 26, 2021 hearing in which the circuit court first surmised Peters-Humes's claims were likely time barred, we will rely on that order.

file claims that may be affected by these tolling provisions, as evidenced by the parties' competing interpretations of these administrative orders.

Peters-Humes asserts that the limitations period for her claims enjoys the full benefit of all tolling authorized by the *Ninth Administrative Order*, thus providing her an additional 141 days (126 days for the court clerks' offices closure, plus the additional 15 days to initiate her matter) to file before the expiration of the otherwise three-year limitations period. As such, assuming *arguendo* that the circuit court correctly identified the date Peters-Humes's claim became actionable as the September 28, 2017 publication of the mediator's report following the foreclosure mediation conference -- and thus September 28, 2020 was the date the MCPA claim's limitations period would have otherwise expired if not for the tolling provisions -- her claim would not become time barred until February 16, 2021. Because she filed her counterclaim on February 5, 2021, she maintains that her action was safely within the limitations period and not timed barred.

LFCU argues that the two tolling provisions are distinct and apply to different claims, with no overlap or addition. LFCU asserts that the "additional 15 days" applied only to those claims that would have otherwise expired during the time the court clerks' offices were closed. All other claims with limitations periods set to end after the reopening of the courts on July 20, 2020 enjoyed *only* the additional 126 days of tolling. Because the circuit court determined that Peters-Humes's MCPA claim accrued by September 28, 2017 at the latest, the three-year limitations period would have expired on September 28, 2020, roughly two months *after* courts reopened. As such, her claim would enjoy the 126 days

of tolling representing the clerks' offices closures, *but not* the "additional 15 days" of tolling. This would move her filing deadline to February 2, 2021. Therefore, her February 5, 2021 filing was too late, and her claim was time barred.

LFCU points to the lone footnote in the *Ninth Administrative Order* to illustrate that these are distinct tolling provisions.[7] The footnote provides the example of a claim expiring during the period of the clerks' offices closure. Upon reopening of clerks' offices on July 20, 2020, a hypothetical claim's deadline would be tolled by the number of days between the March 16, 2020 closing of clerks' offices and the date of the original limitations deadline, *plus* the "additional 15 days" of tolling. *See Ninth Administrative Order, supra*, at 4 § (f) n.1. Implicit in this reading is an understanding that claims expiring during the closure period do not get the benefit of the full 126 days of tolling representing the days offices were closed. Similarly, implicit in LFCU's reading of the footnote is that the additional 15 days would only apply to such claims with expirations periods expiring during the clerks' offices closure. Accordingly, LFCU argues that Peters-Humes, would

[7] The full text of the footnote reads:

> For example, if two days remained for the filing of a new matter on March 15, 2020, the two days would have remained upon the reopening of the offices of the clerks of court to the public on July 20, 2020. With the additional fifteen days, seventeen days would be left for a timely filing, beginning July 20, 2020.

Ninth Administrative Order, supra, at 4 § (f) n.1.

only enjoy the 126 days of tolling, not the additional fifteen days, thus her February 5, 2021 filing 130 days after the original September 28, 2020 deadline was time barred.

3. The Supreme Court of Maryland's interpretation of the tolling provisions

The Supreme Court of Maryland recently interpreted the relevant tolling provisions of the administrative orders upon the prompting of a certified question from our Court asking "[d]oes the 15-day extension apply to all cases whose statute of limitations and deadlines related to initiation expired between March 16, 2020, and April 3, 2022?" *In re Petition of Hosein*, ___ Md. ___, Misc. No. 24, Sept. Term, 2022, slip. op. at 2 (Sup. Ct. Md. Aug. 14, 2023) (per curiam).[8] This inquiry, however, is distinguishable from the matter before this Court, as we must determine whether the "additional 15 days" to initiate matters applied just to cases with limitations deadlines ending *during* the period of when court clerks' offices remained closed -- thereby rendering these 15 days of tolling distinct from the 126 days of tolling accounting for the court closure -- or if a party may enjoy *both*

[8] The Supreme Court of Maryland analyzed and interpreted provisions of the Tenth Revised Administrative Order on the Emergency Tolling or Suspension of Statutes of Limitations and Statutory and Rules Deadlines Related to the Initiation of Matters and Certain Statutory and Rules Deadlines in Pending Matters (Md. Aug. 6, 2021) [hereinafter *Tenth Administrative Order*]. Because the provisions the Supreme Court assessed were nearly identical to the provisions from the *Ninth Administrative Order* at issue in Peters-Humes's appeal to our Court, we view the Supreme Court's analysis and interpretation of the *Tenth Administrative Order* as both immediately applicable and controlling of our interpretation of the *Ninth Administrative Order*. *Compare Ninth Administrative Order*, *supra*, at 3–4 §§ (d)–(f) *with Tenth Administrative Order*, *supra*, at 3–4, §§ (d)–(f).

the 126 days *and* the 15 days of tolling.[9] *See Ninth Administrative Order*, *supra*, at 3–4 §§ (d), (f).

In its review of the administrative orders, the Supreme Court held that the "additional 15 days" did not apply to "all matters" initiated between the closing of all court clerks' offices on March 16, 2020 and the proclamation *ending* the Judiciary's COVID-19 Emergency on April 4, 2022. *See In re Petition of Hosein*, *supra*, slip op at 2, 15 (per curiam). Instead, the Supreme Court's per curiam opinion went on to hold that "the fifteen-day extension applied only to cases with deadlines that were suspended during the closure of the court clerks' offices between March 16, 2020 and July 20, 2020." *Id.* slip op. at 15 (per curiam).

Unfortunately, these holdings do not necessarily clarify the precise issue before this Court. The Supreme Court's per curiam opinion dispelling the matter before it provides little additional context and legal analysis for our Court to apply to this case. Because the dispute at the heart of *In re Petition of Hosein* involved a claim that accrued *after* courts closed and reopened, but *before* the April 3, 2022 end of the COVID-19 emergency, both

[9] We note that, in its brief to this Court, LFCU acknowledged that the provisions of the administrative orders tolling the statutes of limitations by the number of days court clerks' offices remained closed "extended the statute of limitations by 126 days" for Peters-Humes's claim. LFCU focuses its argument, instead, on the assertion that the 15-day extension "only applies to cases where the statute of limitations would have expired during the period when the Courts were closed." Neither LFCU, nor this Court, challenges that the deadline to bring Peters-Humes's MCPA claim received *at least* 126 days of tolling.

the facts of the case and the Supreme Court's holding are not directly analogous or applicable to this appeal.

"[C]ases with deadlines that were suspended during the closure of the court clerks' offices" could mean *only* those cases with limitations periods that would have otherwise expired while the clerks' offices remained closed between March 16, 2020 and July 20, 2020. It could also mean *all cases* that enjoyed the additional tolling provided by the administrative orders -- both those with limitations periods ending during the court clerks' offices closure and those with limitations periods ending after clerks' offices reopened -- that saw their deadlines tolled by the number of days courts were closed. Peters-Humes's claim would fall into this latter bucket of cases with limitations periods that were tolled for 126 days due to these periods otherwise ending after the clerks' offices reopened.

Looking beyond the limited holding of the per curiam opinion, we review the accompanying dissent and concurrences provided by the Supreme Court to extrapolate additional points of agreement amongst the Justices that lead us to determine that Peters-Humes's claim was not time barred.[10] All seven Justices appear to agree that the 15-day extension was not limited just to claims expiring *while* court clerks' offices were closed between March 16, 2020 and July 20, 2020, but instead applied to all claims with deadlines suspended and tolled due to the clerks' offices closures. *Id.* slip op. at 10–11 (Hotten, J.,

[10] Following the Supreme Court's per curiam opinion, Chief Justice Fader issued a concurrence, to which Justices Booth and Gould joined, with Justice Hotten filing her own solo concurrence; Justice Biran authored a dissent, to which Justices Watts and Eaves joined. *See generally In re Petition of Hosein*, ___ Md. ___, Misc. No. 24, Sept. Term, 2022, slip. op. (Sup. Ct. Md. Aug. 14, 2023).

concurring) (noting that when Chief Judge Barbera first added the "additional 15 days" provision in her fifth administrative order on tolling, she "clarified that the tolling period applied to . . . filing deadlines that had accrued before the closure but would not expire until a later date"); *see id.* slip op. at 6, 10–11 (Fader, C.J., concurring) ("[T]he stated and apparent purpose of section (e) is to clarify that the benefit of the tolling period was not limited to those matters for which a statute of limitations or deadline would have expired during the tolling period itself."); *id.* slip op. at 7–8 (Fader, C.J. concurring) ("Consistent with the plain language of the prior orders, the plain language of section (f) thus unambiguously refers to an *additional* extension of the previously tolled deadlines. . ."); *see id.* slip op. at 2 (Biran, J., dissenting) ("[T]he 15-day extension should apply to all matters with deadlines that otherwise would expire between the date when the clerks' offices closed at the beginning of the pandemic (March 16, 2020) and the end of emergency operations in the Maryland Judiciary (which turned out to be April 3, 2022)."). When previously analyzing the constitutionality of these administrative orders, the Supreme Court, in dicta, articulated that the "additional 15 days" provision "further extended filing deadlines for the initiation of matters" past the date when the prior orders already tolled these deadlines by the number of days the court clerks' offices remained closed. *See Murphy v. Liberty Mut. Ins. Co.*, 478 Md. 333, 361–62 (2022).

Among the four opinions published in *In re Petition of Hosein*, at least six Justices endorsed examples of hypothetical claims expiring both before *and* after the clerks' offices reopened enjoying *all* relevant tolling. Chief Justice Faders' concurrence provided that a

potential "claim with a three-year statute of limitations that would have expired in April 2021 [after clerks' offices reopened] was to receive the benefit of tolling just as a claim with a similar limitations period that would have expired in April 2020 [while clerks' offices were closed]." *In re Petition of Hosein*, *supra*, slip op. at 11 n.7 (Fader, C.J., concurring). Justice Biran's dissent built on this example, asserting that the hypothetical claim from Chief Justice Fader's concurrence -- which accrued in April 2018 with limitations period ending in April 2021-- would have its filing deadline tolled "for the entire period of time the courts were closed," and would have "received the benefit of the 15-day extension under the plain language of" the administrative orders. *Id.* slip op. at 27 (Biran, J., dissenting).

Justice Biran provided another hypothetical claim and limitations period to espouse his belief that the 126 days of tolling worked in concert with the 15 days of additional tolling. He addressed a potential breach of contract action between two Maryland corporations with the cause of action accruing March 31, 2018 and a four-year limitations period ending March 31, 2022. *Id.* slip op. at 33 (Biran, J. dissenting). "It seems clear that, under the applicable administrative order, the deadline to file this hypothetical claim would have been tolled by 126 days (the number of days the clerks' offices were closed) and then extended by another 15 days," resulting in a filing deadline of August 19, 2020." *Id.* Accordingly, the additional 15 days of tolling would apply to both claims with limitations periods ending while clerks' offices were closed as well as to claims with limitations periods ending after these offices reopened, thus litigants could benefit from *both* the 126

days of tolling reflecting the days court clerks' offices remained closed, as well as the 15 additional days of tolling. *See id.*

Further, Justice Biran addressed the "illustrative footnote" from the *Tenth Administrative Order* -- the same footnote appended to Section (f) of the *Ninth Administrative Order -- relied* upon by LFCU, *supra*. Rather than reading this provision to mean that the "additional 15 days" applied only to claims expiring during the period when court clerks' offices remained closed, Justice Biran noted that Chief Judge Barbera "provide[d] the footnoted example for those claimants whose causes of action accrued prior to the clerk[s'] offices reopening, and who might otherwise find it confusing to determine when their claims would expire." *Id.* slip op at 30 n.25 (Biran, J., dissenting). By contrast, this clarifying example would not be needed "[f]or those whose claims accrued after July 20, 2020 but would expire on or before the end date of the COVID-19 emergency period," since for these claimants "the application of the 15-day extension was more straightforward."[11] *Id.* Such a reading of the footnote contradicts LFCU's interpretation and shows that the 15-day tolling extension was not strictly limited to claims expiring while court clerks' offices were closed.

[11] We, of course, acknowledge that the holdings espoused in the dissent do not carry the same weight as those of a precedential majority, but we note that while the authors of the two accompanying concurrences address many disagreements with the dissent, these authors do not take issue with Justice Biran's clear assertion that claimants may enjoy *both* the 126 sdays of tolling *and* the 15 additional days of tolling, at least as these tolling provisions apply to claims with deadlines suspended during the closure of the court clerks' offices.

Further, Justice Hotten's concurrence directs our attention to resources shared with the public which provided the understanding that these tolling provisions worked in concert, tolling deadlines by the number of days clerks' offices remained closed as well as providing an "additional 15 days" to file claims after these offices reopened. *Id.* slip op. at 14 (Hotten, J., concurring). She points to the People's Law Library of Maryland stating on its website that "[t]he deadline [to initiate new matters were] tolled or suspended by the number of days the courts [were] closed *plus an additional 15 days*." *Id.* (citing *Filing Deadlines and Statutes of Limitations, COVID-19 Updates*, People's Law Library of Md., https://www.peoples-law.org/covid-19#deadlines (last visited Aug. 23, 2023) [archived at https://perma.cc/Z6UL-5CFR] (emphasis added)).

Justice Hotten notes that at the time Chief Judge Barbera began issuing these administrative orders, she advised Maryland attorneys to "rely upon the Maryland Judiciary's website for updates regarding the Judicial Branch's response to the COVID-19 pandemic." *Id.* (citing Maryland Courts, *A Message from the Chief Judge to Attorneys on COVID-19 Maryland Judiciary*, YouTube (Mar. 23, 2020), https://www.youtube.com/watch?v=9x-XSEUCVX8 [archived at https://perma.cc/W7MC-J7T9]). The People's Law Library of Maryland is a "court-related agency of the Maryland Judiciary[.]" *See id.* slip op. at 14 n.1 (Hotten, J., concurring) (citing *Introduction to the People's Law Library*, People's Law Libr. of Md., https://www.peoples-law.org/introduction-peoples-law-library (last visited Aug. 23, 2023) [archived at https://perma.cc/Z6UL-5CFR]). As Justice Hotten advises, "[our] Court should hesitate to retract an interpretation of the fifteen-day extension

that the Maryland Judiciary had communicated to the public." *Id.*, slip op. at 15 (Hotten, J., concurring).

In our search for further guidance in applying these tolling provisions to Peters-Humes' claim, we are persuaded by the holding of the per curiam opinion that the additional 15 days applies to all matters with deadlines suspended by the March 16, 2020 to July 20, 2020 court clerks' offices closure, the three-Justice dissent's direct interpretation of the highlighted footnote, and the assembled majority holdings that the 15-additional days of tolling could apply to claims with deadlines falling both during and after the time these court clerks' offices were closed, so long as these claim originated before or during this closure and thus had its deadlines suspended due to the closure. As such, claimants like Peters-Humes could enjoy *both* 126 days of tolling *and* 15 additional days.

Therefore, because Peters-Humes's MCPA claim accrued prior to the closure of the clerks' offices closures and had a deadline that was suspended by the closure of the court clerks' offices, her claim enjoyed *both* the 126 days of tolling accounting for these closures *and* the 15 additional days of tolling, thereby extending her original limitations deadline by 141 days. Accordingly, with her MCPA claim accruing on September 28, 2017, the statute of limitations on her claim did not expire until February 16, 2021. As such, her February 5, 2021 filing was timely, and the circuit court erred by dismissing this claim as time barred.

4. Ambiguity within the Administrative Orders and their remedial purpose

While the Justices of the Supreme Court embrace the interpretation of the tolling provisions we articulate, *supra*, a majority of that Court also provided another potential principle upon which Peters-Humes may be entitled to relief. In parsing *In re Petition of Hosein*'s concurrences and dissents, six Justices held that the administrative order provisions supplying the 15-day extension of tolling were ambiguous.[12] *See id.* slip op. at 4 (Hotten, J., concurring) ("The plain language of the fifteen-day extension is ambiguous."); *id.* slip op. at 5 (Hotten, J. concurring) ("[T]he scope of Section (f) must be apparent from the plain text of the [*Tenth Administrative Order*], or it is necessarily ambiguous."); *id.* slip op. at 5 (Biran, J., dissenting) ("I agree with Justice Hotten that the [*Tenth Revised Order*] is ambiguous[;]" finding both the 15-days of additional tolling from section (f) and the "*nunc pro tunc*" provision from section (e) ambiguous "[o]n its face"). Justice Hotten took direct aim at the crucial footnote relied upon by LFCU, stating that "the footnote in Section (f) provides no clarity. Although the footnote describes a case that was

[12] We concede that Justices both concurring with the per curiam holding and dissenting from it point to contextualizing elements of administrative orders both preceding and following the *Ninth* and *Tenth Administrative Orders* to discern the breadth of the application of these tolling measures on claims both directly impacted by the court clerks' offices closure and on claims filed prior to the April 3, 2022 end of the Judiciary's COVID-19 emergency.

affected by the closure, the omission of claims with deadlines following the closure does not foreclose a broader extension."[13] *Id.* slip op. at 5 (Hotten, J., dissenting).

These Justices carefully combed the numerous administrative orders to eventually land at their conflicting holdings as to the 15-day tolling provision's effect on claims unaffected by the court clerks' offices closure. By contrast, a party like Peters-Humes would not have the hindsight and legal acumen to compare these orders and discern their impact on her claim.

As both Justice Hotten and Justice Biran note, the administrative orders were "remedial in nature," therefore courts must construe such provisions "as liberally in favor" of those to whom such provisions were meant "to effectuate [their] benevolent purposes." *In re Collins*, 468 Md. 672, 689 (2020) (quoting *Johnson v. Mayor & City Council of Balt.*, 430 Md. 368, 377 (2013)); *see also Design Kitchen & Baths v. Lagos*, 388 Md. 718, 724 (2005) (holding that when interpreting provisions of remedial statutes, "[a]ny uncertainty in the law should be resolved in favor of the claimant. . ."); *Elste v. ISG Sparrows Point, LLC*, 188 Md. App. 634, 653–54 (2009) (endorsing the "principle of liberal construction" when "resolv[ing] ambiguities in remedial statutes in favor of the class the statute is intended to benefit").

[13] As Justice Hotten explains, "the footnote may illustrate the only types of claims that Chief Judge Barbera had envisioned would receive an extension. On the other hand, the footnote may simply illustrate the most complex and salient application of the fifteen-day extension for litigants who anticipated the clerks' offices reopening." *In re Petition of Hosein*, *supra*, slip op. at 5 (Hotten, J., dissenting).

Clearly, the tolling provisions extending the limitations periods for filing claims were remedial in nature and thus intended to benefit litigants like Peters-Humes, whose ability to file claims was affected by the closing of court clerks' offices. *See, e.g., Elste, supra*, at 188 Md. App. at 653–54. Therefore, interpreting these tolling provisions such that she receive the benefit of *both* the 126 days of tolling representing the closure of court clerks' offices *and* the 15 days of additional tolling upon the reopening of those offices would best "effectuate [the] benevolent purposes" of the *Ninth Administrative Order*'s tolling provisions. *See In re Collins*, *supra*, 468 Md. at 689.

Accordingly, even without the tacit endorsement of the 141 total days of tolling provided by the Supreme Court's chorus of opinions in *In re Petition of Hosein*, the ambiguity of the tolling provisions lends us to interpret them in favor of holding that Peters-Humes's MCPA claim was not time barred. As a result, her February 5, 2021 filing was not four days late of the deadline expiring on February 2, 2021. Rather, her claim was timely in accordance with the tolled February 16, 2021 deadline. Accordingly, the circuit court erred by granting LFCU's motion to dismiss the matter as time barred.

JUDGMENT OF THE CIRCUIT COURT FOR FREDERICK COUNTY REVERSED AS TO APPELLANT'S MARYLAND CONSUMER PROTECTION ACT ("MCPA") CLAIM. CASE IS REMANDED TO THAT COURT FOR FURTHER PROCEEDINGS SOLELY ON APPELLANT'S MCPA CLAIM. COSTS TO BE PAID BY APPELLEE.