Circuit Court for Prince George's County
Case No. CAL21-08508

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0804

September Term, 2023

AUGUSTINE ROTIBI

v.

REALPAGE, INC.

Wells, C.J.,
Leahy,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: August 27, 2024

* This is an unreported opinion. The 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).

Appellant, Mr. Augustine Rotibi, raises a single issue in this appeal: Whether the Circuit Court for Prince George's County erred in granting the motion to compel arbitration filed by Appellee, RealPage Inc.

Mr. Rotibi sued RealPage for defamation and negligence after the company denied his application to rent an apartment at The Point at Pentagon City in Arlington, Virginia. RealPage filed a motion to compel arbitration, contending that Mr. Rotibi had agreed to arbitrate all claims related to his rental application. In its motion, RealPage submitted documentation, including the declaration of its Vice President of Operations, demonstrating that Mr. Rotibi electronically accepted an agreement to arbitrate claims along with his application for a lease agreement. Based on this evidence, the trial court granted RealPage's motion.

Mr. Rotibi filed a timely appeal, and claims that he is not bound by the arbitration agreement. Mr. Rotibi makes two arguments on appeal: (1) the arbitration agreement is invalid and unenforceable; and (2) the arbitration agreement is unconscionable. For the reasons stated below, we affirm the trial court's decision that Mr. Rotibi is bound by the arbitration agreement.

BACKGROUND

On August 5, 2020, Mr. Rotibi, electronically submitted a "Lease Application Agreement" with RealPage, for an apartment at The Point at Pentagon City in Arlington, Virginia. A digital log of the documents created by RealPage shows that Mr. Rotibi

electronically accepted the "Arbitration Agreement and Class Action Waiver" ("Arbitration Agreement") on the same day that he submitted the rental application.

The Arbitration Agreement states that "'Claim(s)' refer to all claims and controversies, whether based on past, present, or future events, between You and RealPage arising out of, or pertaining in any way to, Your application for housing at the Property, services RealPage provides to the Property, or any tenant screening report prepared, reviewed, or used in connection with Your application for housing." The Arbitration Agreement further clarifies:

> **AGREEMENT TO ARBITRATE "CLAIMS": YOU AND REALPAGE AGREE THAT ANY AND ALL CLAIMS SHALL BE RESOLVED EXCLUSIVELY IN BINDING ARBITRATION RATHER THAN LITIGATION IN COURT. YOU AND REALPAGE FURTHER AGREE THAT ANY SUCH CLAIMS RELATING TO THE FORMATION, INTERPRETATION, APPLICABILITY, SCOPE, OR ENFORCEABILITY OF THIS AGREEMENT SHALL BE DECIDED BY THE ARBITRATOR, NOT A COURT. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY CLAIM RELATING TO THE FORMATION, INTERPRETATION, APPLICABILITY, SCOPE, OR ENFORCEABILITY OF THIS AGREEMENT, INCLUDING CLAIMS THAT THE AGREEMENT IS VOID OR VOIDABLE.**

The Agreement also states that it is a "**JURY AND COURT WAIVER**," and that "**BY AGREEING TO ARBITRATION, YOU AND REALPAGE ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS.**"

An option to avoid arbitration is contained in paragraph 7:

> **IF YOU DO NOT WANT THIS AGREEMENT TO APPLY, YOU MAY OPT-OUT OF IT BY SENDING TO REALPAGE ATTN: CHIEF LEGAL OFFICER AN OPT-OUT NOTICE E-MAIL TO ARBITRATIONOPTOUT@REALPAGE.COM WITHIN FOURTEEN (14) DAYS OF YOUR SUBMISSION OF YOUR APPLICATION TO THE PROPERTY.**

In paragraph 8, the Arbitration Agreement provides that arbitration can be initiated by contacting "JAMS at 1-800-325-JAMS or www.jamsadr.com. A demand for arbitration form can also be found at https://www.jamsadr.com/submit." Applicants are "responsible for paying $250 of JAM's fees. RealPage agrees to pay the remainder of JAMS' fees, if any, on your behalf."

Mr. Rotibi filed a civil lawsuit in the Circuit Court for Prince George's County on July 23, 2021, asserting claims for defamation and negligence when RealPage denied his rental application. He claimed that RealPage "recklessly interpreted an accurate report provided by misstating the facts of the report."

On October 26, 2021, RealPage filed a motion to dismiss Mr. Rotibi's complaint. Following a hearing on the motion to dismiss on May 11, 2022, the circuit court granted the motion in part, dismissing Mr. Rotibi's defamation claim.

On May 19, 2022, RealPage filed the underlying motion to compel arbitration. RealPage attached four exhibits to its motion. Exhibit A was a copy of Mr. Rotibi's on-line lease application agreement, with personal identifying information redacted. Exhibit B was a partially redacted record entitled "Activity for Rotibi, Augustine (Waitlist)." The activity log stated, in pertinent part; "Augustine Rotibi has electronically agreed to the

Online Leasing Arbitration Agreement and Class Action Waiver on 08/04/2020[.]" Exhibit C was a copy of the Arbitration Agreement.

In Exhibit D, the "Declaration of Courtney Grosse," Vice President of Operations at RealPage, Ms. Grosse declared, under the penalties of perjury and based on her "personal knowledge and/or the records of RealPage kept in the ordinary course of business," that:

> Along with the application, [Mr. Rotibi] electronically accepted an agreement to arbitrate claims between [Mr. Rotibi] and RealPage. A true and accurate copy of the record showing that [Mr. Rotibi] electronically accepted the agreement to arbitrate claims is attached hereto as Exhibit B"

Ms. Gross further attested that Mr. Rotibi never sent RealPage a request to opt out under paragraph 7 of the Arbitration Agreement.

In its motion, Real Page argued that Mr. Rotibi should be compelled to arbitrate his remaining negligence claim because: "(1) the [Federal Arbitration Act] controls the Agreement between [Mr. Rotibi] and RealPage; (2) there is a valid arbitration agreement; and (3) [Mr. Rotibi's] negligence claim falls within the scope of the Agreement." RealPage contended the records demonstrated that when Mr. Rotibi submitted his rental application, he agreed to arbitrate all claims and controversies between himself and RealPage. Mr. Rotibi had the "opportunity to reject the [Arbitration] Agreement," RealPage asserted, "by simply notifying RealPage within fourteen days of the submission of his leasing application . . . [h]owever, [Mr. Rotibi] chose not to do so."

Mr. Rotibi filed an opposition to the motion that was not verified and did not include any exhibits. In his opposition, Mr. Rotibi argued, among other things, that RealPage's Arbitration Agreement was an "unconscionable, oppressive, fraudulent and Coercive

arbitration clause that was attached to an online rental application disguised as part of a leasing agreement clause." He asserted that "The allege (sic) Arbitration clause was one of the clauses that was unconsciously agreed to[,]" and that he could not "opt out of an agreement that was unconsciously agreed to[.]" Accordingly, Mr. Rotibi organized his opposition under two primary arguments: (1) the Arbitration Agreement was invalid as an adhesion contract under *Rankin v. Brinton Woods of Frankfort, LLC*, 241 Md. App. 604 (2019); and (2) the Arbitration Agreement was unconscionable because, among other things, the drafting process included "convoluted or unclear language" or a "deliberate attempt to mislead an inattentive reader."

On June 6, 2021, the circuit court granted the motion to compel arbitration, and ordered that Mr. Rotibi "be compelled to submit all claims to JAMS for arbitration**."** The court further ordered that the action would be stayed pending arbitration, and "that if [Mr. Rotibi] fails to initiate arbitration within sixty (60) days of the Court's order," the case would be dismissed with prejudice. On the same day the order was signed, Mr. Rotibi filed an appeal to the Appellate Court of Maryland.

DISCUSSION

I. Whether the Circuit Court Erred in Granting the Motion to Compel Arbitration.

A. Standard of Review

Our review of the circuit court's decision to compel arbitration is a conclusion of law which we review without deference. *Holloman v. Circuit City Stores*, *Inc.*, 391 Md. 580, 588 (2006). When reviewing a trial court's decision to approve a motion to compel

arbitration, our role is to determine whether an agreement to arbitrate exists. *Ford v. Antwerpen Motorcars Ltd.*, 443 Md. 470, 476 (2015). "In granting or denying petitions to stay or compel arbitration, courts should not delve into the merits, bona fides or factual basis of the claim to be arbitrated." *Gannett Fleming Inc. v. Corman Construction, Inc.*, 243 Md. App. 376, 390 (2019).

B. The Arbitration Agreement is Valid and Enforceable

1. The Parties' Contentions

Before this Court, Mr. Rotibi argues that the circuit court "clearly erred in the determination of the enforceability without considering the validity and conscionability that is required to be adhered to as to General contract principles established in Maryland." Mr. Rotibi urges that the underlying motion to compel arbitration should have been denied, "regardless of [Federal Arbitration Act] control of the agreement" because such agreements must adhere to Maryland's general contract principles. Mr. Rotibi's main contention regarding the validity of the Arbitration Agreement is that it is unclear if there was acceptance. He states that RealPage presented "a declaration of a log allegedly created after [RealPage] initiated the [c]omplaint" and did not provide an online application whereby Mr. Rotibi acknowledged the acceptance of the agreement. There was no signature, he says, to signify that he acknowledged and accepted the Arbitration Agreement. Moreover, Mr. Rotibi contends, the application itself did not make any reference to the Arbitration Agreement. Thus, Mr. Rotibi argues, the circuit court should not have "relied] on the declaration of a log that clearly misstated what the record factually

stated . . . that clearly shows lack of [Mr. Rotibi's] acknowledgment of an arbitration agreement."

RealPage disagrees and argues that the arbitration clause is valid and enforceable because both parties mutually agreed to arbitrate. RealPage cites to all of the exhibits submitted along with its motion to compel arbitration, including the Arbitration Agreement, digital log, and declaration—noting that they all "demonstrate that [Mr. Rotibi] agreed to submit his claims to arbitration." Additionally, in the sworn declaration, the Vice President of RealPage confirmed that the log is a "true and accurate copy of the record showing that [Mr. Rotibi] electronically accepted an agreement to arbitrate[.]"

2. Legal Framework

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). The Maryland Uniform Arbitration Act (MUAA) is codified at Maryland Code (1973, 2020 Repl. Vol.), Courts and Judicial Proceedings Article ("CJP"), § 3-201 *et seq.* The MUAA provides that "a written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy arising between the parties in the future is valid and enforceable, and is irrevocable, except upon grounds that exist at law or in equity for the revocation of a contract." CJP § 3-206. The MUAA limits the rules of the courts, where the jurisdiction of Maryland courts can only be invoked to determine if a dispute is arbitrable. *Gannet Fleming Inc.*, 243 Md. App. at 390 (citing *Holmes v. Coverall*

North America, Inc., 336 Md. 543, 546 (1994)). Due to the General Assembly's adoption of the MUAA, the Supreme Court of Maryland recognizes "the legislative policy favoring enforcement of arbitration agreements." *Doyle v. Finance America, LLC*, 173 Md. App. 370, 381-82 (2007).

The Federal Arbitration Act (FAA), 9 U.S.C. § 1 *et seq.*, governs "agreements to arbitrate between parties involved in interstate commerce." *Rourke v. Amchem Products, Inc.*, 153 Md. App. 91, 103 (2003). Under the MUAA and FAA, an arbitration agreement is considered valid, irrevocable, and enforceable. *Walther v. Sovereign Bank*, 386 Md. 412, 423-25 (2005). The MUAA allows parties to petition a court to compel arbitration under section 3-207, which states, "If a party to an arbitration agreement . . . refuses to arbitrate, the other parties may file a petition with a court to order arbitration. If the opposing party denies existence of an arbitration agreement, the court shall proceed expeditiously to determine if the agreement exists." CJP §3-207. The court can compel parties to arbitrate a dispute if there is a valid arbitration agreement and the dispute falls under the scope of that agreement. *Green Tree Fin Corp v. Bazzle*, 539 U.S. 444, 451-53 (2003) (citation omitted).

Contract principles govern the issue of whether an agreement to arbitrate exists. *Holloman v. Circuit City Stores, Inc.*, 391 Md. 580, 590 (2006) (citing *Walther*, 386 Md. at 425). A court must determine if there was consideration or if there was "'a mutual exchange of promises to arbitrate . . . [o]nce the court determines that the making of the agreement is not in dispute, its inquiry ceases as the agreement to arbitrate has been

established as a valid and enforceable contract.'" *Cheek*, 378 Md. at 139 (quoting *Holmes v. Coverall North America Inc.*, 336 Md. 534, 546 (1994)). An arbitration clause can be separately evaluated under the severability doctrine, where "an arbitration provision is severable from the remainder of the contract." *Buckeye Check Cashing Inc. v. Cardegna*, 546 U.S. 440, 445 (2006). Even if the contract itself is ruled unenforceable, the arbitration clause can be separately evaluated as a contractual agreement and be considered enforceable. *See Id.*

"A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation." Md. Code (1975, 2013 Repl. Vol.), Commercial Law Article ("CL"), § 21-106(b). An electronic signature has the same legal effect as a physical signature. CL § 21-106(d). In Maryland, "a party who signs a contract is presumed to have read and understood its terms and as such will be bound by its execution" *Holloman*, 391 Md. at 595.

The Supreme Court of Maryland reinforced the principle that an arbitration agreement can be enforced in a separate document in *Ford v. Antwerpen Motorcars Ltd*. 443 Md. 470 (2015). In that case, the plaintiff argued that an arbitration agreement was not valid because it was not included in the Retail Installment Sales Contract (RISC), but in a separate document called the Buyer's Order. *Id.* at 473. The plaintiff relied on the "single document rule" to contend that the RISC and the Buyer's order were separate agreements that could not be read together. *Id.* at 477. The Supreme Court held that the

separate document containing the arbitration agreement was valid and enforceable. *Id.* at 479. The Court reasoned:

> a contract need not be evidenced by a single instrument. Where several instruments are made a part of a single transaction they will all be read and construed together as evidencing the intention of the parties in regard to the single transaction. This is true even though the instruments were executed at different times and do not in terms refer to each other.

Id. (citing *Rocks v. Brosius*, 241 Md. 612, 637 (1996)). Further, the court reasoned that both documents "indicate an intention that the documents be construed together as part of the same transaction", which was most notably evidenced by the integration provisions in both documents. *Id.* at 482.

In Maryland, "an order of a circuit court compelling arbitration completely terminates the action in the circuit court and is an appealable final judgment under CJ §12-301." *Wells v. Chevy Chase Bank*, F.S.B., 363 Md. 232, 241 (2001).

3. Analysis

The Arbitration Agreement within the rental application is valid and enforceable because it consists of a written agreement included in the application. While the Arbitration Agreement was not mentioned in the application for lease agreement, the digital log confirms that the Arbitration Agreement was part of the document that Mr. Rotibi electronically accepted. Through the declaration in Exhibit C, RealPage affirms that the digital log is a "true and correct copy" that accurately represents the parts of the agreement that Mr. Rotibi accepted. Contracts need not be in a single instrument—separate

documents can represent one transaction. *See Ford v. Antwerpen Motorcars Ltd*. 443 Md. 470, 483 (2015).

We conclude that the digital log, its authenticity attested to by Ms. Grosse in her Declaration, constituted competent evidence that Mr. Rotibi electronically agreed to the terms of the Arbitration Agreement along with his application for a lease agreement.

C. The Circuit Court did not err in granting Real Page's motion to compel arbitration because there were no signs of unconscionability.

1. The Parties' Contentions

Mr. Rotibi argues that RealPage's request to arbitrate was "unconscionable, oppressive, and [c]oercive" because he did not actually sign the agreement, and it was not mentioned in the language of the rental application. Throughout the first part of Mr. Rotibi's argument, he references the case *Rankin v. Brinton Woods of Frankfort, LLC*, in which we found that an arbitration agreement was procedurally unconscionable because it was an adhesion contract that heavily favored the drafter, and substantively unconscionable because it was misleading, presented conflicting rights and obligations, and financially burdened the claimant with a large deposit. 241 Md. App. 604, 623-27 (2019).

Mr. Rotibi claims that the Arbitration Agreement found in the rental application is unconscionable because it was "disguised as part of a leasing agreement clause," and that he never acknowledged the Arbitration Agreement during the online application process. Mr. Rotibi argues that the Arbitration Agreement was procedurally unconscionable because it is an adhesion contract, because it was drafted by the more powerful party on a take-it-or-leave-it basis. Additionally, he asserts that the opening paragraph was

constructed to mislead the reader "by failing to reference the existence of an arbitration [agreement]" and the Agreement was not highlighted to attract the reader's attention.

Mr. Rotibi challenges the validity of the digital log and the Arbitration Agreement, noting that the log was created "after [the] civil action was initiated" and that RealPage did not provide "a printed copy of the online application that was allegedly completed by [Mr. Rotibi.]" Mr. Rotibi contends that the log is "merely a fabrication to deceive the Circuit Court and this Honorable Court."

For substantive unconscionability, Mr. Rotibi argues that the "non[-]existence of any record to validate or [corroborate]" Mr. Rotibi's awareness of the Arbitration Agreement. Mr. Rotibi argues that it is unconscionable for RealPage to compel arbitration after Mr. Rotibi requested to depose and retrieve relevant records from RealPage.

RealPage responds, initially, that Mr. Rotibi failed to provide any evidence of unconscionability. RealPage insists the Arbitration Agreement cannot be a contract of adhesion because it contained "a clear and conspicuous opt-out provision." The Arbitration Agreement was not presented to Mr. Rotibi on a "take it or leave it" basis, and Mr. Rotibi had 14 days to reject the clause after agreeing to the terms but chose not to do so.

RealPage also argues that Mr. Rotibi failed to prove any substantive unconscionability because he did not explicitly state that any of the language contained in the Arbitration Agreement is one-sided, or that any of its provisions are in conflict. Further, RealPage rebuts Mr. Rotibi's argument that the Arbitration Agreement is financially burdensome because, unlike the case in *Rankin*, Mr. Rotibi "is only responsible for paying

$250, and that 'RealPage agrees to pay the remainder of the JAMS' fees'" on Mr. Rotibi's behalf. RealPage urges that the Arbitration Agreement should be enforced and that this Court should affirm the ruling of the circuit court.

2. Legal Framework

Whether or not there is an agreement to arbitrate is dependent upon "contract principles since arbitration is a matter of contract." *Cheek.*, 378 Md. at 147. "[C]ontract defenses, such as . . . unconscionability, may be applied to invalidate arbitration agreements." *Doctor's Associates, Inc. v. Casarotto*, 517 U.S. 681, 687 (1996). Unconscionability is defined as a contract that contains extreme unfairness, which is made evident by "(1) one party's lack of meaningful choice, and (2) contractual terms that unreasonably favor the other party." *Walther*, 386 Md. at 426 (citations and quotations omitted). Procedural and substantive unconscionability must be present in order for a count to invalidate an arbitration clause. *Rankin v. Brinton Woods of Frankfort, LLC*, 241 Md. App. 604, 622 (2019) (citing *Doyle*, 173 Md. App. at 383).

An arbitration agreement was procedurally unconscionable if a party had a lack of meaningful choice over the terms of the agreement. *See Freedman v. Comcast Corp*, 190 Md. App. 179, 208 (2010). A contract of adhesion, which was drafted solely by the dominant party and then presented on a 'take it or leave it' basis to the weaker party with no opportunity to bargain the terms, could indicate that the terms were procedurally unconscionable. *Id.* at 209. (citing *Walther*, 386 Md. at 430). However, the fact that a contract was one of adhesion does not automatically determine that the contract itself was

unconscionable; the court must still ascertain if the substance of the clause is unconscionable. *Id.* at 208 (citing *Walther*, 386 Md. at 430-31).

An arbitration agreement is substantively unconscionable if the contractual terms "are so one-sided as to oppress or unfairly surprise an innocent party," or when "there exists an egregious imbalance in the obligations and rights imposed by the arbitration clause." *Walther*, 386 Md. at 431. An arbitration agreement is not unconscionable merely because there is an uneven exchange of rights or obligations between the two parties. *Id.* at 433.

The case *Freedman v. Comcast Corp.*, 190 Md. App. 179 (2010), shows the high standard required to hold an arbitration agreement unconscionable. *Freedman* concerned an arbitration agreement between a customer and a telecommunications company. *Id* at 187. The customer argued that the arbitration agreement was unconscionable for various reasons, including that the agreement "require[d] the customer to reimburse [the company] if [the company] successfully overturns an arbitration award greater than $75,000;" and that the agreement limited the amount of discovery available in arbitration. *Id.* at 210.

The customer argued that these provisions of the arbitration agreement were unconscionable because they, in effect, only applied to the customer and not the company. *See id.* at 211-12, 214. However, we found that both provisions applied equally to both the customer and the company. *See id.* at 212, 214-15. Regarding the reimbursement provision, we found that either party could appeal an arbitration award over $75,000, and that the company could lose that appeal. *Id.* at 212. In that situation, the reimbursement provision would force the company to reimburse the customer. *Id.* Regarding the

discovery limitation, we found that even if it might practically disadvantage one party over the other, it did not limit discovery to the point of unconscionability. *See id.* at 214-15. Therefore, we held that the arbitration agreement was not so egregiously imbalanced to be unconscionable. *Id.* at 215.

3. Analysis

We hold that the circuit court did not err when, in granting the motion to compel arbitration, it did not find that the Arbitration Agreement was unconscionable. The Arbitration Agreement is enforceable because, among other things, it is a written agreement that had consideration.

The Arbitration Agreement was not procedurally unconscionable because it is conspicuously written in clear and understandable terms. Important provisions contained within the Arbitration Agreement are capitalized and bolded to attract the reader's attention. Additionally, the Arbitration Agreement states in clear terms that Mr. Rotibi would be waiving his right to a jury where it stated: "**JURY AND COURT WAIVER: BY AGREEING TO ARBITRATION, YOU AND REALPAGE ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS.**"

We also conclude that the Arbitration Agreement is not so one-sided that it can be declared a contract of adhesion. Among other things, the Agreement provides an opt-out clause presented in capitalized and bolded letters, stating: "**IF YOU DO NOT WANT THIS AGREEMENT TO APPLY, YOU MAY OPT-OUT OF IT BY SENDING TO REALPAGE ATTN: CHIEF LEGAL OFFICER . . . WITHIN FOURTEEN (14)**

DAYS OF YOUR SUBMISSION OF YOUR APPLICATION TO THE PROPERTY." The opt-out provision gives the applicant a determinative option to reject the Arbitration Agreement, effectively giving the applicant a choice to bargain over the terms. Mr. Rotibi had the choice to negotiate the Arbitration Agreement—the opt-out clause is conspicuous, and there is no possibility of the clause misleading the reader. Therefore, the Agreement that he accepted was not procedurally unconscionable.

We further determine that the Arbitration Agreement is not substantially unconscionable because its terms are not so one-sided to give RealPage an unfair advantage. Mr. Rotibi fails to indicate how RealPage will have more power through compelling arbitration. Although Mr. Rotibi claims that "numerous sentences are found to be in conflict", he fails to specifically identify which provisions of the Arbitration Agreement are in conflict. Mr. Rotibi's argument that it is unconscionable for RealPage to compel arbitration two years after litigation is misdirected because procedural and substantive unconscionability deal with power imbalances during the creation of the agreement and within the contractual terms. *See Freedman*, 190 Md. App. at 208-09. The timing of a motion of compel is not relevant to our analysis of the actual language of an arbitration clause or the creation of an arbitration agreement.

Finally, we do not conclude that the Arbitration Agreement imposes an unreasonable financial burden on Mr. Rotibi if the case goes to arbitration. The terms of the underlying Arbitration Agreement are substantially different from the terms of the arbitration agreement in *Rankin*. Compared to the $1,000 arbitration fees in *Rankin*, 241

Md. at 624, Mr. Rotibi is only responsible to pay $250. Under the Agreement, RealPage agrees to pay the rest of the JAMS' fees.

CONCLUSION

We hold that the circuit court did not err in granting RealPage's motion to compel arbitration. The Arbitration Agreement is valid and enforceable. The terms of the Agreement are clear, concise, and highlighted to grab the reader's attention. Importantly, Mr. Rotibi had the opportunity to opt out of the Arbitration Agreement, but he did not elect to do so.

JUDGMENTS OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.