

Circuit Court for Anne Arundel County
Case No. C-02-CV-20-002001

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND**

No. 845

September Term, 2022

JAMES ADEYEMI

v.

SUN TRUST BANKS

Nazarian,
Zic,
Sharer, J. Frederick
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zic, J.

Filed: June 7, 2023

* This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. 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.

James Adeyemi, appellant, filed pro se a civil action in the Circuit Court for Anne Arundel County against Sun Trust Banks,¹ appellee, alleging conversion and demanding damages of “more than \$29,691.56.” Following a bench trial, the circuit court entered judgment in favor of Sun Trust. Mr. Adeyemi timely noted this appeal and presents various issues, which we have rephrased as follows:

1. Whether the circuit court erred in permitting Sun Trust to call its witnesses at trial.
2. Whether the circuit court violated Mr. Adeyemi’s right to a fair trial or abused its discretion when denying his motion to amend or alter the judgment.
3. Whether the trial judge violated Mr. Adeyemi’s right to a fair trial by failing to act impartially during trial.

For the reasons below, we answer all three questions in the negative and, accordingly, affirm the circuit court’s judgment.

BACKGROUND

Mr. Adeyemi had a checking account at a Sun Trust Bank, which he opened at the branch in the Laurel section of Anne Arundel County. He presented two checks that Sun Trust determined were counterfeit and refused to honor. One of those checks was purportedly drawn on the account of non-party Iron Fabrication Services Inc., at Bank of America, N.A. (“BANA”), and was payable to Mr. Adeyemi in the amount of \$27,991.56

¹ In Mr. Adeyemi’s complaint, he named “SunTruth Bank” as defendant, which was changed to “Sun Trust Banks” in the circuit court. The real party in interest at the time was, presumably, SunTrust Bank, and Truist Bank is the successor by merger to SunTrust. *See* Md. Rule 2-201 (providing that “[e]very action shall be prosecuted in the name of the real party in interest”).

(the “IFS Check”). The other was purportedly drawn on the account of non-party Altra Division 5, LLC, at Old Second National Bank, and was payable to Mr. Adeyemi in the amount of \$29,119.05 (the “Altra Check”). Shortly thereafter, Sun Trust closed Mr. Adeyemi’s account in accordance with its “Rules and Regulations for Deposit Accounts” and tendered him a check in the amount of \$387.50, the remaining balance in his account at that time.

In October 2020, Mr. Adeyemi filed a civil action, in the Circuit Court for Anne Arundel County, against “SunTruth Bank,” alleging that he had “opened a new account” at the Sun Trust branch on Baltimore Avenue in Laurel and had deposited \$600, but that, “[a]fter two months,” Sun Trust “closed [his] account instantly without a warning” and “refused to return [his] money . . . of more than 29,000 dollars.”

On December 21, 2020, Sun Trust filed a notice of removal to the United States District Court for the District of Maryland, Northern Division, invoking federal-question jurisdiction under 28 U.S.C. § 1331. On August 2, 2021, the District Court determined that it lacked jurisdiction and remanded the matter to the Circuit Court for Anne Arundel County.

The circuit court subsequently issued a scheduling order, providing, among other things, that the “[d]eadline for defendant(s) to disclose expert witnesses pursuant to Rule 2-402(g)(1)” was November 24, 2021. The scheduling order set forth other routine deadlines for various phases of discovery, including a deadline of February 7, 2022, “for completion of all depositions, and other methods of oral and written discovery.”

Mr. Adeyemi failed to participate in discovery. In particular, he did not appear at his scheduled deposition, and he did not otherwise respond to Sun Trust’s discovery requests, including interrogatories and requests for production of documents.

In February 2022, Sun Trust filed a motion for summary judgment. After receiving and considering Mr. Adeyemi’s opposition, the circuit court denied Sun Trust’s motion because it determined there were genuine disputes of material fact.

While Sun Trust’s motion was pending, Sun Trust served its pretrial statement on Mr. Adeyemi. That statement listed the witnesses Sun Trust intended to call to testify at trial. A pretrial conference was scheduled for March 9, 2022, and the circuit court set a trial date of June 15, 2022.

In May 2022, Sun Trust renewed its motion for summary judgment² and sought a continuance because Mr. Adeyemi, in his previous opposition to summary judgment, effectively sought to amend his complaint (months after the deadline in the scheduling order) by adding new allegations.³ The circuit court denied Sun Trust’s motions.

The day before trial, Sun Trust emailed to Mr. Adeyemi a copy of its amended pretrial statement. There was no material difference from the previous pretrial statement in the list of witnesses.

² Included among the attachments to Sun Trust’s motion were exhibits it subsequently introduced at trial.

³ For example, the original complaint mentioned only the IFS Check, but Mr. Adeyemi’s opposition raised new allegations about the Altra Check and a Coinbase account, which had not been raised in the original complaint.

On June 15, 2022, the circuit court held a bench trial. Sun Trust called three witnesses: Bechara Rizk, the President of Iron Fabrication Services Inc., who testified about one of the counterfeit checks; Scott Berger, a Sun Trust employee, who authenticated Sun Trust business records; and Nathan Musick, an employee of BANA, who authenticated BANA business records. Mr. Adeyemi testified on his own behalf but did not call any other witnesses.

Sun Trust presented evidence that the checks at issue were counterfeit and/or had been altered and that it had abided by the terms of its contractual agreements with Mr. Adeyemi and, therefore, owed him nothing. Mr. Adeyemi offered no evidence that the purported maker of either disputed check had any plausible reason for tendering him funds. The court announced its decision:

The Court having heard all of the evidence and reviewed the exhibits in this case finds that the Plaintiff has failed to carry his burden of proof. Accordingly the motion for continuance is denied. The [judgment] is entered in favor of the Defendant. Thank you, gentlemen and lady. You are all excused. The hearing sheet in this case will serve as the order of the Court.

Mr. Adeyemi subsequently filed a motion to alter or amend the judgment, which the circuit court denied two weeks later. Mr. Adeyemi then noted this timely appeal.

STANDARD OF REVIEW

Appellate review of a judgment entered following a bench trial is governed by Maryland Rule 8-131(c), which provides:

(c) Action Tried Without a Jury. When an action has been tried without a jury, an appellate court will review the case on both the law and the evidence. It will not set aside

the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.

Accordingly, we review the trial court’s factual findings for clear error, but we review its legal rulings without deference. *MAS Assocs., LLC v. Korotki*, 465 Md. 457, 475 (2019). “If any competent material evidence exists in support of the trial court’s factual findings, those findings cannot be held to be clearly erroneous.”⁴ *Id.* at 474 (quoting *Webb v. Nowak*, 433 Md. 666, 678 (2013)). In reviewing a legal conclusion of the trial court, we simply decide whether it was “legally correct.” *MAS Assocs.*, 465 Md. at 475 (citation omitted).

We review a circuit court’s denial of a motion to alter or amend a judgment, under Maryland Rule 2-534, for abuse of discretion. *Miller v. Mathias*, 428 Md. 419, 438 (2012). “With regard to the denial of a motion to alter or amend the judgment under Md. Rule 2-534, the appeal is limited in scope and does not serve the normal functions of appeal from the original judgment.” *Cent. Truck Ctr., Inc. v. Cent. GMC, Inc.*, 194 Md. App. 375, 397 (2010) (quotation marks and citation omitted) (footnote omitted). Because we apply a deferential standard of review to a circuit court’s decision to deny a motion to alter or amend a judgment, reversal is appropriate only “in the extraordinary, exceptional, or most egregious case.” *Id.* at 398 (quotation marks and citation omitted).

⁴ “The ‘competent material evidence’ standard,” however, “has never required that the record lack even a modicum of evidence in support of the trial court’s finding, as a literal reading of the words might suggest.” *MAS Assocs.*, 465 Md. at 474 (citations omitted). *See, e.g., Miller v. Rosewick Rd. Dev., LLC*, 214 Md. App. 275, 309 (2013) (reversing a trial court’s factual ruling as clearly erroneous because this Court was “left with the definite and firm conviction that a mistake has been committed”).

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN PERMITTING SUN TRUST TO CALL ITS WITNESSES AT TRIAL.

Mr. Adeyemi contends that the circuit court erred in ignoring “the law of schedule order providing the name of witnesses.” We understand Mr. Adeyemi’s argument to be that Sun Trust was required, under the scheduling order, to furnish its list of witnesses no later than November 24, 2021. According to Mr. Adeyemi, Sun Trust failed to comply with that purported deadline; as a consequence, he was unable “to do research whether the witnesses are . . . incredible or not.”⁵ He argues that, therefore, we should conclude that the trial court erred or abused its discretion in allowing Sun Trust to call its witnesses.

Sun Trust counters that the November 24, 2021, deadline pertained only to expert witnesses and that Sun Trust did not call any expert witnesses during trial, and, therefore, that deadline “is irrelevant.” Sun Trust contends that Mr. Adeyemi “had plenty of time to prepare his case for trial.” In any event, according to Sun Trust, Mr. Adeyemi “failed to participate in discovery,” and, thus, “cannot complain that he was prejudiced in his

⁵ As an example, Mr. Adeyemi asserts, without evidence, that Nathan Musick, who testified on behalf of Sun Trust, “claimed that he worked for [BANA] but *failed to verify what position he was holding*” and, thus, was a “*false witness*.” We have examined the trial testimony of Mr. Musick and note that Mr. Adeyemi did not ask what his position was. When Mr. Adeyemi asked Mr. Musick “[h]ow” he was “contacted to come” to trial, Mr. Musick replied that he was an agent of BANA. When Mr. Adeyemi asked him, “Who contacted you?”, the court sustained an objection on the ground of relevance, and Mr. Adeyemi replied, “All right, well thank you very much. I have no more questions.” There is no basis for Mr. Adeyemi’s assertion that Mr. Musick was a “false witness.”

preparations for trial,” especially because Sun Trust “met all deadlines in the trial court’s scheduling order.”

On August 17, 2021, the circuit court issued a scheduling order, providing, among other things, that the “[d]eadline for defendant(s) to disclose expert witnesses pursuant to Rule 2-402(g)(1)” was November 24, 2021. At trial, Sun Trust did not call any expert witnesses. We conclude, as Sun Trust states in its brief, that the November 24, 2021, deadline “is irrelevant.”

Mr. Adeyemi also has not shown that he was in any other manner blindsided during the preparation for trial in this case. On March 2, 2022, Sun Trust served its pretrial statement on Mr. Adeyemi. That statement listed the witnesses Sun Trust intended to call to testify at trial. Among the non-expert fact witnesses Sun Trust designated were Bechara Rizk, President of Iron Fabrication Services Inc., who, in fact, was called at trial; “[a]ny fact witnesses determined by [Sun Trust] necessary to authenticate, and assist the Court in determining the admissibility of any of the documents or other exhibits that [Sun Trust] might seek to introduce at trial,” which included Scott Berger, a Sun Trust employee called to testify at trial for purposes of authenticating Sun Trust business records; and a “[c]orporate representative of [BANA],” which included Nathan Musick, a BANA employee called to testify at trial for purposes of authenticating BANA business records. The day before trial, Sun Trust emailed a copy of its amended pretrial statement to Mr. Adeyemi, and the amended statement did not differ materially as to the witnesses Sun Trust intended to and did call to testify at trial. The circuit court did not err in permitting Sun Trust to call its witnesses at trial.

II. THE CIRCUIT COURT DID NOT VIOLATE MR. ADEYEMI’S RIGHT TO A FAIR TRIAL OR ABUSE ITS DISCRETION IN DENYING HIS MOTION TO AMEND OR ALTER THE JUDGMENT.

Mr. Adeyemi contends that the trial court erred in denying his motion to alter or amend the judgment because there was “no evidence” that Sun Trust’s witnesses raised their hands while being sworn. Mr. Adeyemi further states that Sun Trust’s witnesses “did not sit with the defendant” but, instead, “were sitting on the bench in the back of . . . the court room.” According to Mr. Adeyemi, his “right to a fair hearing” was violated as a result.

Sun Trust counters that “it is difficult to understand how” these alleged defects in procedure violated Mr. Adeyemi’s right to a fair trial. Moreover, according to Sun Trust, Mr. Adeyemi “fails to articulate how the trial court’s administration of the oath” to Sun Trust’s witnesses had any effect on Mr. Adeyemi’s “ability to conduct the trial.” Sun Trust also argues that because Mr. Adeyemi did not object to the form of oath at trial, he waived any objection either to the administration of the oath or to the testimony itself. Sun Trust further contends that Mr. Adeyemi also does not provide in his brief any support for his argument that Sun Trust’s witnesses “were required to sit at counsel’s” table during trial, and he had the opportunity to cross-examine each witness.

In civil trials, Maryland Rule 2-517(c) governs objections to a trial court’s rulings other than to evidentiary matters. It states:

(c) Objections to Other Rulings or Orders. For purposes of review by the trial court or on appeal of any other ruling or order, it is sufficient that a party, at the time the ruling or order is made or sought, makes known to the court the action that the party desires the court to take or the

objection to the action of the court. The grounds for the objection need not be stated unless these rules expressly provide otherwise or the court so directs. If a party has no opportunity to object to a ruling or order at the time it is made, the absence of an objection at that time does not constitute a waiver of the objection.

We have reviewed the trial transcript and find no indication that Mr. Adeyemi objected to the manner of administration of the oath to any of Sun Trust’s witnesses. Mr. Adeyemi also did not object to where Sun Trust’s witnesses were seated. Because Rule 2-517(c) requires a contemporaneous objection to preserve such issues for appeal, we conclude that neither issue is properly before us. *See, e.g., Halloran v. Montgomery Cnty. Dep’t of Pub. Works*, 185 Md. App. 171, 202 (2009) (noting that “unless a [party] makes timely objections in the lower court or makes his feelings known to that court, he will be considered to have waived them and he can not now raise such objections on appeal”) (quoting *Caviness v. State*, 244 Md. 575, 578 (1966)). *See also Lopez-Villa v. State*, 478 Md. 1, 13 (2022) (holding that Rule 4-323(c), which is substantively identical to Rule 2-517(c), requires “a contemporaneous objection or expression of disagreement” to preserve an issue for review).

Because these claims were not preserved with a contemporaneous objection at trial, we cannot conclude that the circuit court abused its discretion in denying Mr. Adeyemi’s motion to alter or amend the judgment, which raised these same, unpreserved issues. *Miller*, 428 Md. at 438; *Cent. Truck*, 194 Md. App. at 397-98.

Even had these issues been preserved, however, we would conclude that the circuit court did not err. We note that, according to the transcript, each witness was “duly

sworn.” Moreover, the transcript indicates that two American Sign Language Interpreters were present during the proceedings, and they, too, were sworn in.⁶ “[O]n appeal, the burden of establishing error in the lower court rests squarely on the appellant.” *Bradley v. Hazard Tech. Co., Inc.*, 340 Md. 202, 206 (1995) (citing *Woody v. Mudd*, 258 Md. 234, 237 (1970)). “This rule reflects a general presumption of regularity in the proceedings below.” *Bradley*, 340 Md. at 206 (citing *Hagerstown Trust Co., Ex. of Mealey*, 119 Md. 224, 230 (1913)). In the absence of any indication to the contrary, we presume that the trial court followed the applicable Maryland Rules.⁷ “Unless an

⁶ Mr. Adeyemi has a hearing impairment, and he declared that his first language is American Sign Language.

While Mr. Adeyemi’s post-trial motion was pending, he filed a “Report of Discrimination Against by the Court on June 15th, 2022 because of Accomodation [sic] Issue,” in which he complained of the trial court’s purported “misconduct” against him on the ground of his disability (specifically, his deafness). In that report, Mr. Adeyemi expressed his gratitude for the services of the interpreters who served at trial, declaring that they did a “great job.”

⁷ We presume, in the absence of evidence to the contrary, that the circuit court followed Maryland Rules 5-603 (Oath or Affirmation), 1-303 (Form of Oath), and 1-333 (Court Interpreters). Rule 5-603 provides:

Before testifying, a witness shall be required to declare that the witness will testify truthfully. The declaration shall be by oath or affirmation administered either in the form specified by Rule 1-303 or, in special circumstances, in some other form of oath or affirmation calculated to impress upon the witness the duty to tell the truth.

Rule 1-303 provides:

Except as provided in Rule 1-333 (c)(3), in Rule 5-603, or by other law, whenever an oral oath is required by rule or law, the person making oath shall solemnly swear or affirm under the penalties of perjury that the responses given and statements made will be the whole truth and nothing but

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appellant can demonstrate that a prejudicial error occurred below, reversal is not warranted.” *Bradley*, 340 Md. at 206 (citing *Woody*, 258 Md. at 237). Mr. Adeyemi has not demonstrated that a prejudicial error occurred below.

Mr. Adeyemi’s argument that the locations where Sun Trust’s witnesses were seated during trial denied his “right to a fair hearing” also fails. As Sun Trust points out in its brief, Mr. Adeyemi cites no authority in support of this argument, and we are not aware of any. Accordingly, we shall not further address it except to say that there is no basis to conclude that Mr. Adeyemi suffered any prejudice because Sun Trust’s witnesses did not sit at the defense table, especially when every duly sworn witness testified from the witness stand.

the truth. A written oath shall be in a form provided in Rule 1-304.

Rule 1-333(c)(3), “Oath,” provides:

(A) Generally. Before acting as an interpreter in a proceeding, an interpreter shall take an oath to interpret accurately, completely, and impartially and to refrain from knowingly disclosing confidential or privileged information obtained while serving in the proceeding. If the interpreter is to serve in a grand jury proceeding, the interpreter also shall take an oath that the interpreter will keep secret all matters and things occurring before the grand jury.

(B) Court-employed Staff Interpreters. Upon employment, a court-employed staff interpreter shall make the prescribed oaths in writing and file them with the clerk of each court in which the interpreter will serve and with the Administrative Office of the Courts. The oath shall be applicable to all proceedings in which the interpreter is called to serve and need not be repeated on each occasion.

III. THE TRIAL JUDGE DID NOT VIOLATE MR. ADEYEMI’S RIGHT TO A FAIR TRIAL BY FAILING TO ACT IMPARTIALLY.

Mr. Adeyemi contends that the trial judge did not perform his duties impartially. In support, Mr. Adeyemi states that the trial judge sustained several of Sun Trust’s objections to evidence he sought to admit but “stepped in and disputed some issue” with him on Sun Trust’s behalf. Mr. Adeyemi also states that the trial judge “argued with” him about his burden of proof and even “argued” with him “directly” about disputed facts, further evincing the judge’s lack of impartiality. Mr. Adeyemi then asserts that the trial judge allowed Sun Trust “to undo Summary Judgment.” Additionally, Mr. Adeyemi contends that the trial judge “discriminated” against him because he is “deaf, black and self-[represented] alone in the court with others all whites,” and further asserts that the trial judge “seemed not feeling comfortable with the defendant, who actually practice[s] law as a lawyer, could not secure the summary judgment twice,” leading the court “to make up for” it by “crush[ing]” his right to a fair hearing. Mr. Adeyemi concludes that the trial judge took Sun Trust’s “side” and did not conduct a fair trial.

Sun Trust counters that the trial judge sustained its objections to Mr. Adeyemi’s proposed exhibits because he had not provided them in response to Sun Trust’s discovery requests and did not otherwise furnish copies to Sun Trust prior to trial. Furthermore, other proposed exhibits were excluded on hearsay grounds. As for Mr. Adeyemi’s concern regarding questioning by the court, Sun Trust directs this Court to Maryland Rule 5-614(b), which permits a court to “interrogate any witness.”

According to Sun Trust, the reason the trial court “reminded [Mr. Adeyemi] that he had the burden of proof” was because he testified that his girlfriend had given him one of the disputed checks but that he “did not want her to come [to testify] because we wanted to protect her name.” Sun Trust further insists that “[t]here is nothing in the record here that demonstrates” that Mr. Adeyemi “did not receive a fair hearing” and that, “[t]o the contrary, the record reflects that [the] trial court was more than patient with [Mr. Adeyemi].” Finally, Sun Trust maintains that “[t]here is nothing in the record” to support Mr. Adeyemi’s claim of discrimination, whether on the basis of disability, race, or status as a pro se litigant. Sun Trust urges this Court to affirm the judgment of the circuit court.

We begin by noting that the examples Mr. Adeyemi cites, where the circuit court made evidentiary rulings adverse to him, do not evince a lack of impartiality. As Sun Trust points out in its brief, there were legitimate grounds for each challenged ruling. Additionally, a claim of judicial impartiality is not a substitute for making timely objections at trial to a court’s evidentiary rulings. In other words, even if the judge had erred in one or more of his evidentiary rulings, that would fall far short of establishing bias.⁸

⁸ Examples where appellate courts reversed judgments on the ground of actual or perceived judicial bias generally have involved truly egregious behavior by trial judges. *See, e.g., Webb v. Texas*, 409 U.S. 95, 98 (1972) (reversing because trial judge made “threatening remarks, directed only at the single witness for the defense, effectively [driving] that witness off the stand, and thus depriv[ing] the petitioner of due process of law”); *Archer v. State*, 383 Md. 329, 336 (2004) (reversing because trial judge used coercive methods to “probably cause[] [a recalcitrant witness] to change his testimony,” including by “orchestrat[ing] a hearing on contempt, by inviting another member of the bench to try and convict the witness for contempt of court, under circumstances that

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Also, Mr. Adeyemi’s statement that the trial judge “argued with” him about the burden of proof is wholly unfounded. The trial judge merely pointed out that, because Mr. Adeyemi was seeking money damages, he, as the plaintiff, bore the burden of proof on that issue. Moreover, the judge’s comment was prompted by Mr. Adeyemi’s admission that he did not call a witness who could testify in his favor on that point, even though she was, by his own admission, not unavailable. The judge’s comment did not evince bias.

To the extent that Mr. Adeyemi raises concerns about the trial judge questioning him in his role as a witness, we turn to Maryland Rule 5-614(b), which provides:

(b) Interrogation by Court. *The court may interrogate any witness.* In jury trials the court’s questioning must be cautiously guarded so as not to comment on the evidence or convey the court’s opinion of the witness’s credibility.

(Emphasis added.) “The purpose of allowing such questions is to insure that the facts of the case are fully developed.” *Handy v. State*, 201 Md. App. 521, 550 (2011) (citation omitted). “Thus, where the court’s questioning is ‘a legitimate effort to sharpen issues and clarify difficult points for the [fact finder],’ it will be upheld.” *Id.* (quoting

would undermine the impartiality of the judges and the integrity of our criminal justice system”). Here, in contrast, the trial judge was at all times courteous to Mr. Adeyemi and, on our review of the record, made every reasonable effort to act fairly and impartially. For example, the judge stated, “Mr. Adeyemi, I want you to have your day in court, so I want to hear from you in support of your motion. Sir, what do you have to tell me?” Also, prior to Mr. Adeyemi cross-examining a witness for the first time, the judge paused to explain the proper procedure in conducting cross-examination. Additionally, at one point, the trial judge declared a recess in the proceedings to afford Mr. Adeyemi an opportunity to further prepare his case.

Pearlstein v. State, 76 Md. App. 507, 515 (1988)). Mr. Adeyemi has not established that the trial judge erred or abused his discretion in questioning him or any other witness.

Furthermore, Mr. Adeyemi’s statements that the trial judge allowed Sun Trust “to undo Summary Judgment” misapprehends the nature of summary judgment. As Sun Trust points out in its brief, Mr. Adeyemi “appears to argue that because the [c]ircuit [c]ourt denied [Sun Trust’s] motions for summary judgment, the trial court should have automatically entered judgment in his favor.” This apparent contention is plainly erroneous. The trial court’s denial of a motion for summary judgment does nothing more, in itself, than facilitate proceeding to trial.⁹ It does not require entering judgment in favor of the party opposing summary judgment. Md. Rule 2-501(f).¹⁰

Finally, we note that Mr. Adeyemi’s assertion of discrimination on the basis of disability, race, and status as a pro se litigant is a bald allegation, lacking any support in the record.

For these reasons, we conclude that the circuit court did not err or abuse its discretion, and we affirm the judgment of the Circuit Court for Anne Arundel County.

⁹ Indeed, in initially denying Sun Trust’s motion for summary judgment, the court stated, “The [c]ourt determined there are genuine disputes as to material facts in this matter and therefore [Sun Trust] is not entitled to judgment as a matter of law[.]” The court’s ruling does not suggest that Mr. Adeyemi was himself entitled to judgment as a matter of law.

¹⁰ When a court grants a motion for summary judgment, that court has determined that “that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f). When a court denies a motion for summary judgment, that court has determined that a genuine dispute of one or more material facts exists such that the matter must proceed to trial in order for a fact finder—either a judge or a jury—to resolve those factual disputes.

**JUDGMENT OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**