Circuit Court for Anne Arundel County
Case No.: C-02-CV-21-001024

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1297

September Term, 2023

WILLIAM WHITTMAN

v.

CHAMPION PROPERTY MANAGEMENT, ET AL.

Berger,
Albright,
Kenney, James A., III
(Senior Judge, Specially Assigned)

JJ.

Opinion by Albright, J.

Filed: November 14, 2024

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

William Whittman, appellant, appeals from defense judgments in favor of appellees, who are his former landlord, Venus Lillybridge; her property manager, Champion Property Management ("Champion");[1] and the post-tenancy purchasers of the leased premises, Jocelyn Ester Miranda and Gustavo Adolfo Villatoro Tello. Mr. Whittman's claims arise from a basement leak that persisted for several weeks while he and his sons continued to live on the premises. Despite efforts by multiple contractors to identify the source and solution, it was only after foundation work recommended by engineers failed to stop the leak that the problem was determined to be a pinhole leak behind a shower wall.

Before trial, the court granted motions to dismiss the claims against the subsequent purchasers, Ms. Miranda and Mr. Tello. At trial, Mr. Whittman's theory of liability was that the responses to the leak by defendants Champion and Lillybridge were negligent at best and fraudulent at worst. In Mr. Whittman's view, they misappropriated the rent he had prepaid, by failing to offer him a refund so that he could leave the premises instead of having to live there while the leak continued, even as the premises were subjected to unqualified workers who performed unnecessary or improper inspections, demolition,

[1] Although Mr. Whittman also sued individual Champion employees Constance Giddings and Barrington Williams, he did not oppose their motion for judgment at the close of evidence and does not challenge the trial court's grant of that motion.

Although Mr. Whittman did not present any argument in his initial brief regarding the dismissal of Ms. Miranda and Mr. Tello as subsequent purchasers, they filed a joint brief, pointing out that they undisputedly acquired the premises free of any liability arising from Mr. Whittman's pending claims against Ms. Lillybridge and Champion. In reply, Mr. Whittman argues that even though these subsequent purchasers "were not originally named as appellees, . . . their actions and filings have made them proper appellees in this case."

and construction, effectively "delaying and denying the repairs . . . to buy time" until the lease term ended in April.

Ms. Lillybridge and Champion presented evidence of work performed between January and March 2021 in an effort to locate and stop the leak. After Mr. Whittman agreed that the court should grant judgments on his claims against two individual Champion employees and on his fraud claims, a jury in the Circuit Court for Anne Arundel County found that Ms. Lillybridge and Champion were neither negligent, nor grossly negligent, in responding to and repairing the leak.

In this Court, Mr. Whittman, who has represented himself throughout this case, contends that "legal errors, judicial misconduct, procedural double standards, and attorney bad faith, involving flawed tactics and dirty tricks, violated [his] constitutional right to due process and equal justice, leading to irreparable prejudice[.]" In support, he asserts 30 "questions presented" by this appeal.

Ms. Lillybridge responds that Mr. Whittman's challenges, to the limited extent they are preserved for appellate review, are "empty of factual specifics, lack[] supportive cites to the record, and legal support[.]" Similarly, Champion maintains that Mr. Whittman "objected on only two occasions" and "that those two objections and the resulting issues are not a part of the issues raised by [Mr. Whittman] on this appeal. Champion adds that " . . . in both instances, the objections were properly overruled." Ms. Miranda and Mr. Tello point out that because they undisputedly purchased the property while this action was pending, free and clear of any lien or attachment, the trial court correctly entered judgment for them.

Addressing Mr. Whittman's contentions in turn, we conclude that the circuit court did not err or abuse its discretion in entering judgments on the claims against Miranda and Tello and the fraud claims against Ms. Lillybridge and Champion. To the extent such challenges are preserved, we discern no error or abuse of discretion in the trial court's rulings on evidentiary matters, instructions to the jury, and other decisions managing the trial in a manner that allowed Mr. Whittman to present his negligence claims to the jury. Consequently, we will affirm the defense judgments.

BACKGROUND

At trial, the primary issue was whether defendants Venus Lillybridge and Champion, as landlord and property manager, were negligent when responding to a water leak in the basement of 102 Burns Crossing Road, Severn, Maryland 21144. During a one-year lease term beginning in April 2020, that residence was occupied by Mr. Whittman, owned by Ms. Lillybridge, and managed by Champion. In accordance with the lease terms, Mr. Whittman paid $23,000 in rent for a full year "up front," plus a security deposit, with the funds placed in escrow and distributed monthly by Champion to Ms. Lillybridge.

In his opening, Mr. Whittman told the jury that he would prove that Champion, as agent for Ms. Lillybridge, "acted with reckless negligence . . . , with complete disregard to my safety and well being, taking advantage of the fact that I have paid the total rent[,]" by "[p]retending to fix and sending people who . . . are not permitted in Maryland to work with plumbing issues" and "playing . . . with the insurance" coverage. According to Mr. Whittman, after "they destroyed the bathroom," they took weeks more to repair a

"small water leak" that should have taken only "two minutes for a plumber to fix[,]" disrupting his tenancy from the December holidays until the lease term ended in April 2021.

Counsel for Ms. Lillybridge, acknowledging that she "hired Champion to manage the property" and told the jury they would hear evidence that "through Champion," she "handled this issue as quickly . . . as possible through the use of multiple contractors, multiple plumbers, [and] an engineer." Addressing "why . . . it [took] so many contractors" and weeks to fix, counsel explained that the "small p[i]n hole leak behind the shower" was hard to find given its small size and location. Concurring, counsel for Champion told the jury that that Mr. Whittman's contention that his client "ignored him and his complaints" is disproved by "all of the e-mail communications from . . . Champion to him" and evidence of the ongoing work until "this thing was fixed."

The only testimony presented by Mr. Whittman was his own. He recounted that on either Christmas or New Years of 2020, he discovered water in the basement. Mr. Whittman immediately called Champion's emergency number and received a call back from its agent. After discussing the possibility of a clogged toilet, Mr. Whittman and his family members cleaned up the water, removed carpet, and stopped using that bathroom.

Acknowledging there was a dispute over when he notified Champion of the leak, Mr. Whittman cited an email dated January 8, 2021, as memorializing his prior notice. According to Mr. Whittman, the first time anyone came to inspect the house was not until January 12, when Champion "sent the contractor/handyman who has no license to get engaged in plumbing issues[.]"

While Mr. Whittman continued to email Champion over the course of the ensuing weeks, the company sent a series of contractors in an effort to diagnose and treat the leak, but water continued to collect until late March 2021. In particular, after an engineering report identified the likely source as a foundation issue, a contractor performed repairs that required interior and exterior demolition and construction. According to Mr. Whittman, "[w]hat they did is send their contractors and dismantle the deck that has nothing to do with repairing and dismantling and destroyed the bathroom and shower." When that work did not resolve the leak, a different plumber came, identified the pinhole leak in the diverter behind the shower, as the problem, and finally repaired it.

While the leak persisted, Mr. Whittman removed water every few hours in order to continue living in the house, along with his two adult sons. Although they had an upstairs bathroom, they could not use the basement bathroom.

According to Mr. Whittman, Champion and Ms. Lillybridge did not offer to refund any of his prepaid rent. He described his situation as being "held hostage" because not having those funds prevented him from securing alternative housing while his home was "destroyed[.]" On cross-examination, however, Mr. Whittman admitted that he "trusted the management company had my money in escrow," did not ask for his prepaid rent to be put into court, and "saw value in staying at that property in its repaired state from May through August." In addition, he conceded that he continued to occupy the premises past April 30, 2021, when his lease term ended, without paying additional rent, until August 24, 2021.

Ms. Lillybridge and Champion disputed when Mr. Whittman notified them of the leak, claiming that he did not contact Champion until January 8, 2021. Over the ensuing nine-week period, through March 2021, Champion sent five different contractors, including plumbers, general contractors, engineers, and insurance adjusters, to inspect the property, make recommendations, and perform work. According to plumbing and foundation contractors and engineers who inspected the property, "the foundation had an issue that needed to be dealt with," requiring "work on the foundation and the exterior of the property[.]" Invoices and paperwork regarding these inspections and work were admitted into evidence without objection.

Efforts to address the leak included undertaking recommended foundation repairs that necessitated interior and exterior work but ultimately did not resolve the problem. Efforts to determine the source and stop the intrusion continued, until another plumber discovered the leak and repaired it on March 24, 2021. Although Champion notified him that he would have to vacate the premises at the end of his lease term, Mr. Whittman remained, without making any additional payment, until August 24, 2021.

At the close of evidence, with Mr. Whittman's consent, the trial court granted defense motions for judgment on the fraud claim, based on insufficient evidence of an intentional falsehood, and on the claims against Champion employees Giddings and Williams based on insufficient evidence to establish individual liability. The court submitted negligence and gross negligence claims against Lillybridge and Champion to the jury. After deliberating an hour, the jury returned defense verdicts on those counts. Whittman noted this timely *pro se* appeal.

DISCUSSION

In his 49-page brief, Whittman groups his 30 appellate claims into categories titled "Judicial Misconduct," "Proceeding Error," "Attorneys Misconduct," "Flawed Jury Instructions," and "Jury's Struggle." He cites to specific transcript pages and lines that he believes establish multiple grounds for a new trial. After summarizing the legal standards governing our review, we address Whittman's contentions in turn, explaining why neither the record, nor the law, warrant the appellate relief he seeks.

Preservation Standards

When considering civil judgments predicated on jury verdicts like the ones in this case, appellate courts are

> constrained by Rule 8-131(a), which provides, in part: "Ordinarily, an appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court, but the Court may decide such an issue if necessary or desirable to guide the trial court . . . ." We recognize that we have discretion under Maryland Rule 8-131(a) "to address an issue that was not raised in or decided by the trial court." But, this discretionary power is one
>
> > that appellate courts should rarely exercise, as considerations of both fairness and judicial efficiency ordinarily require that all challenges that a party desires to make to a trial court's ruling, action, or conduct be presented in the first instance to the trial court so that (1) a proper record can be made with respect to the challenge, and (2) the other parties and the trial judge are given an opportunity to consider and respond to the challenge.
>
> The [Supreme] Court has said that "the main purpose of Md. Rule 8-131(a) is to make sure that all parties in a case are accorded fair treatment, and also to encourage the orderly administration of the law." The rule advances fairness by "'requir[ing] counsel to bring the position of their client to the attention of the lower court at the trial so that the trial court can pass upon, and possibly correct any errors in the proceedings.'"

> "'[F]airness and judicial efficiency ordinarily require that all challenges . . . be presented in the first instance to the trial court so that (1) a proper record can be made . . . and (2) the other parties and the trial judge are given an opportunity to consider and respond[.]'"

Jordan v. Elyassi's Greenbelt Oral & Facial Surgery, P.C., 256 Md. App. 555, 583 (2022) (citations omitted).

Preservation of evidentiary issues is governed by Md. Rule 5-103(a), which provides in pertinent part:

> **(a) Effect of Erroneous Ruling.** Error may not be predicated upon a ruling that admits or excludes evidence unless the party is prejudiced by the ruling, and
>
> **(1) Objection.** In case the ruling is one admitting evidence, a timely objection or motion to strike appears of record, stating the specific ground of objection, if the specific ground was requested by the court or required by rule; or
>
> **(2) Offer of Proof.** In case the ruling is one excluding evidence, the substance of the evidence was made known to the court by offer on the record or was apparent from the context within which the evidence was offered. The court may direct the making of an offer in question and answer form.

Under these rules, when an appellant raises questions that neither party presented to the trial court, those matters "are not preserved for appellate review" because "[w]e cannot reverse the circuit court for failing to consider issues that no one asked it to decide." *Houser v. Houser*, 262 Md. App. 473, 499 n.13 (2024). Applying these principles, we will address those contentions of error on which the trial court had an opportunity to rule.

Standards Governing Review of Evidentiary Rulings

Because many of Whittman's appellate challenges concern evidentiary rulings, we recognize that

> [o]ur standard of review on the admissibility of evidence depends on whether the "ruling under review was based on a discretionary weighing of relevance in relation to other factors or on a pure conclusion of law." Generally, "whether a particular item of evidence should be admitted or excluded is committed to the considerable and sound discretion of the trial court" and reviewed under an abuse of discretion standard. However, we determine whether evidence is relevant as a matter of law. The *de novo* standard of review applies "[w]hen the trial judge's ruling involves a legal question." Although trial judges have wide discretion "in weighing relevancy in light of unfairness or efficiency considerations, trial judges do not have discretion to admit irrelevant evidence."
>
> Even where there is error, this Court will not reverse a lower court's judgment for harmless error. Rather, the complaining party must demonstrate that the error was prejudicial, or in other words, "the error was likely to have affected the verdict below." "Courts are reluctant to set aside verdicts for errors in the admission or exclusion of evidence unless they cause substantial injustice." In these circumstances, we have consistently stated that the appellate inquiry focuses on "not the possibility, but the probability, of prejudice."

Perry v. Asphalt & Concrete Servs., Inc., 447 Md. 31, 48-49 (2016) (citations omitted).

I. "Judicial Misconduct" Challenges

Mr. Whittman groups his first thirteen contentions of error under the headline "Judicial Misconduct." In Ms. Lillybridge's view, these "generalized and conclusory complaints of substantial injustice" merely "reflect an effort to throw anything and everything against the wall to see what sticks, that is empty of specifics, lacks supportive cites to the trial transcript, and legal support[.]" For reasons that follow, to the extent Mr. Whittman's challenges are preserved for appellate review, we discern no error or abuse of discretion amounting to "judicial misconduct."

- In his **Section A.1 "Refusal to Follow the Law,"** Mr. Whittman complains that the trial court refused to admit rental applications that he proffered to establish that after he provided Ms. Lillybridge's real estate and property management agents with the "correct spelling of his [son's] name" and "date of birth," they "brought to this Court and to the district courts where they have sued [him], as if" Mr. Whittman had "lied[.]" Ms. Lillybridge counters that the transcript cited by Mr. Whittman merely shows that the trial court reminded him "that he did not deal with the Defendant Lillybridge, as landlord, but realtor, C[o]ldwell Banker, at the time he executed the lease."

Preliminarily, we note that when the trial court excluded the evidence proffered by Mr. Whittman, he was not (additionally) required to object in order to preserve his appellate challenge to the ruling. With the proffer, Mr. Whittman made the substance of the excluded evidence known to the court. *See* Md. Rule 5-103(a).

After Mr. Whittman proffered the rental applications, the trial court excluded them because they were not relevant to Mr. Whittman's claims for negligence and fraud. Moreover, admitting them would have undercut the court's pretrial decision that the parties not discuss separate already-resolved district court litigation that occurred after Mr. Whittman held over on the premises.

We conclude the court did not err or abuse its discretion in excluding the proffered rental applications. "'Relevant evidence' means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." Md. Rule 5-401. "Except as otherwise provided by constitutions, statutes, or these rules, or by decisional law not inconsistent with these rules, . . . [e]vidence that is not relevant is not admissible." Md. Rule 5-402. "Although relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion

of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence." Md. Rule 5-403.

We agree with the trial court that "[w]hether [Mr. Whittman's] son's name was spelled correctly or not" on those rental applications, and what took place in district court, would not provide the jury with information pertinent to his dispute with Ms. Lillybridge and Champion over their response to the water leak on the leased premises.

- In his **Section A.2 titled "Mocking Plaintiffs for Adhering to the Law[,]"** Mr. Whittman points to another portion of the same discussion about his proffered rental applications, when he offered to "show" the court what it "will be excluding[.]" The court responded, "I don't know what you mean by that[,]" then observed that Mr. Whittman was "not showing me anything" because "[t]he jury is going to decide the case[,] not me." When Mr. Whittman replied that the court was "the decider of the evidence[,]" the court "recognize[d] you're representing yourself" and attempted to "focus [him] in on the issues that the jury is going to have to decide[,]" emphasizing that those issues did not include "whether Ms. Lillybridge owns the property." The court urged Mr. Whittman to instead "focus in on the claims that [he] made" regarding responsibility for the leak on the leased premises.

Mr. Whittman misunderstands and mischaracterizes this exchange. We discern no error, abuse of discretion, or other inappropriate language in the trial court's efforts to guide him toward giving testimony that would be relevant to his claims. In particular, the jury did not need to see the rental applications to determine whether the defendants were negligent in how they handled the leak.

- In **Section A.3 titled "Silencing Objections, Discrediting Plaintiff, and Belittling His Case[,]"** Mr. Whittman challenges what he contends was "[t]he erroneous exclusion" of additional evidence in a manner that discredited his case. Specifically, he cites to the trial court's decision to exclude "checks" that he proffered to establish his "rent payment to the management company rather than the landlord" and "the landlord's name change during the lawsuit[.]"

The trial court did not err or abuse its discretion in excluding these checks on grounds of irrelevancy and potential confusion of the issues. *See* Md. Rule 5-402; Md. Rule 5-403. Mr. Whittman undisputedly prepaid his rent to Champion for the entire year-long lease term, so the checks were not necessary to establish that fact. Moreover, the change in the name of the property owner, resulting from Ms. Lillybridge's sale to Ms. Miranda and Mr. Tello, occurred after Mr. Whittman left the premises, so that information was not relevant and potentially confusing to the jury. *See* Md. Rule 5-402; Md. Rule 5-403.

As for Mr. Whittman's criticism of other exchanges and rulings as "double standards" demonstrating that the trial court unfairly "barred [him] from presenting admissible evidence while allowing opposing counsel to violate the motion in limine freely throughout the proceedings[,]" two of his cited transcript pages show that he did not object to those evidentiary rulings.

Although Mr. Whittman did object when counsel for Ms. Lillybridge asked whether he signed an acknowledgement that he "returned the key and returned possession of this property on August 24th of 2021[,]" on the ground that "[t]hey wouldn't let me go past that day, and they are going past that day[,]" he continued to testify before the court made its ruling, stating, "I do remember." The court thereafter "overrule[d] the objection[,]" assuring Mr. Whittman that, "[i]f you then need to discuss matters further down the road, you can." Consequently, even if Mr. Whittman had not waived his objection by answering the question, the court resolved his concern by assuring him that

he could discuss his post-lease-term course of dealing with Ms. Lillybridge and Champion.

- In **Section A.4, titled "Motion-in-Lim[i]ne Stab in the Back & Betrayal of Justice"** [sic], Mr. Whittman again cites to the unsuccessful proffer of his rental applications, which we already have concluded were irrelevant. In addition, he complains about closing argument by counsel for Ms. Lillybridge regarding those and other documents admitted into evidence. The specific argument cited by Mr. Whittman is as follows:

  > There's a statement of account on 24 showing what [Mr. Whittman] owed, what he prepaid, and what the costs that were incurred due to his overstay and the amount due to them at that time was over $6,000. So there's a statement of account there for the overstay for four months.

Mr. Whittman contends that "[t]he judge's misconduct, tacitly approving such violations while intimidating plaintiff to silence objections, created a hostile trial atmosphere, warranting a new trial." Because Mr. Whittman did not object to this argument, however, his challenge is not preserved for appellate review. *See* Md. Rule 8-131(a).

In any event, nothing in this trial transcript supports Mr. Whittman's belated complaints. To the contrary, Mr. Whittman mischaracterizes the arguments, rulings, and colloquy in a manner that bears no resemblance to the record before us. The transcript instead shows that the trial court granted Mr. Whittman considerable leeway to present testimony and documents in support of his negligence and fraud allegations. Far from a hostile or unfair atmosphere, the trial featured numerous instances when the judge directed Mr. Whittman, and offered him explanations, guidance, and patience, all in an effort to ensure that he was able to present any relevant evidence and argument that he wished in order to prove his claims. In particular, as we have discussed, the court

expressly permitted testimony from Mr. Whittman regarding his post-lease term occupancy of the premises.

- In **Section A.5, titled "Imposing Factual Determination from the Bench[,]"** Mr. Whittman points to the trial judge's statement that "[w]e already knew it was a small leak. Just stick with the facts," complaining that the court was improperly "influencing the jury perception and compromising trial fairness."

  Mr. Whittman's contention is misleading. The court's statement immediately followed his direct testimony that "[n]othing was fixed as of [February] 26. It's a small leak. A small leak take two minutes, five minutes." Reading the trial judge's ensuing interjection in that context, the court was merely encouraging Mr. Whittman to avoid speculating about the time required to repair the leak itself, and instead focus on the timeline of work done to identify the source of that leak. The court did not abuse its discretion in doing so.

- In **Section A.6, titled "Unfair Speculation Warning[,]"** Mr. Whittman contends the trial "judge's repeated warnings against speculation unjustly discredited [his] testimony, eroding credibility and impeding a fair trial" by "chilling" his testimony and "creating an impression that [his] statements were speculative and undermining their perceived credibility."

  In the cited comment, which occurred shortly before the "small leak" interjection discussed above, the trial court responded to Mr. Whittman's apologies for violating its pretrial ruling against mentioning that he was sued in district court, after Mr. Whittman presented photos showing what he maintained were unlivable conditions while efforts to locate and resolve the leak were ongoing throughout the remainder of his lease term. The trial court stated, "Don't speculate or anything. Just the facts." When viewed in context, the trial court did not err or abuse its discretion by cautioning Mr. Whittman to focus on

facts relevant to his negligence and fraud claims. Indeed, Mr. Whittman proceeded to return to relevant testimony, recounting that he repeatedly communicated with Champion but was not refunded his prepaid rent, which prevented him from relocating while the leak and related work persisted.

- In **Section A.7, titled "Improper Judicial Habits,"** Mr. Whittman cites to an earlier exchange with the court as another "inappropriate interference" that "compromis[ed]" his "right to a fair trial."

Again, the transcript refutes Mr. Whittman's contention. The challenged statement occurred after the court pointed out that "there's an agreement by everybody involved that you prepaid a year's worth of rent." When counsel for Champion "stipulate[d] that the rent was prepaid[,]" Mr. Whittman replied that it was "important" for his prepaid rent "to be kept in the escrow account[.]" The court then stated, "I don't know. If it says that in the lease and the lease is in evidence and the jury . . . can take a look at that." We discern no error or abuse of discretion in that ruling or rationale. Specifically, the court did not improperly "hint" at anything in a manner that affected how the jury viewed such evidence.

- In **Section A.8, titled "Differential Treatment During Opening Statements[,]"** Mr. Whittman complains that the trial court erred in "barring [his] arguments as testimony" but "granting opposing counsels[] freedom to do so[,]" then "compounded" that error "by overruling [his] objections breaching equal justice and due process."

Mr. Whittman cites to his overruled objection during opening argument, that counsel for Champion "was going through the evidence now," even though the trial court told him during his opening statement that he "was not supposed to[.]" Mr. Whittman's objection was predicated on his misunderstanding of the court's earlier explanation about

the nature of an opening statement, as being limited to previewing what he planned to present to the jury as his theory of liability and supporting evidence. Here, the trial court did not err or abuse its discretion in overruling Mr. Whittman's objection about disparate treatment, because Champion's counsel was merely previewing evidence to be proffered, identifying a series of "e-mail communications from Ms. Holly Watson at Champion . . . with Mr. Whittman on this issue" by their dates, but not their contents.

- In **Section A.9, titled "Expression of Discontent and Frustration[,]"** Mr. Whittman challenges remarks by the trial judge on two occasions, which he contends "unfairly and improperly influenced the jury's perception" in a partial manner, biasing the jury.

  The cited transcript pages do not support Mr. Whittman's challenges. In the first, the court simply stated, "What – it's going to be another exhibit. What are we up to, 21?" Asking the clerk what number will be assigned to Mr. Whittman's proffered exhibit was not an expression of discontent or frustration. The second transcript cite is to the same remark we approved in Section A.5, when the court merely repeated Mr. Whittman's characterization of the "small leak" and urged him to "[j]ust stick with the facts."

- In **Section A.10, titled "Diminution of Plaintiff's Claims[,]"** Mr. Whittman argues that the court's "premature labeling of the leak as 'small' unfairly belittled [his] grievances" on the "crucial issue[]" of the "defendants' delay and property destruction, misrepresented as repairs[.]"

  Like his prior complaints about the trial court's statement that the leak was "small," this contention also fails to acknowledge that the court was repeating Mr. Whittman's own description. The court did not abuse its discretion in doing so.

- In **Section A.11, titled "Affording No Opportunity to Object[,]"** Mr. Whittman contends that he "faced a prejudicial double standard where stringent scrutiny was applied to [his] exhibits while defendants were allowed to bulk-submit theirs

without scrutiny." In addition, he cites to his overruled objection when counsel for Ms. Lillybridge cross-examined him about when he "finally returned the key and returned possession of this property on August 24th of 2021[,]" complaining that the court improperly "allowed constant and repeated violation of" its own pretrial ruling restricting references to prior litigation over Whittman's obligations after holding over. In his view, the court erred in overruling his objection that he was not permitted to "go past" the day his lease term ended, telling Mr. Whittman that "[i]f you then need to discuss matters further down the road, you can."

As we understand Mr. Whittman's arguments, he first challenges the admission of defense exhibits. Although he failed to preserve this objection, we discern no error in the manner by which the court admitted defense exhibits that had been prepared and proffered by Ms. Lillybridge's counsel.

Mr. Whittman did object to evidence establishing that he did not leave the premises until August 2021, on the ground that he had been restricted from testifying on direct about litigation for his holding over on the premises. The trial court overruled the objection. Promising Mr. Whittman that he, too, could "discuss matters further down the road," the court permitted counsel to elicit from Mr. Whittman testimony that he "stayed for four months rent free" even though "the lease provided for late fees associated with nonpayment of rent or upon rent untimely" paid because he found "value in staying at that property" during that period. Because the evidence elicited by defense counsel was relevant to Mr. Whittman's credibility and claims, and Mr. Whittman had a reciprocal opportunity to present rebuttal evidence on redirect (and did so), the trial court did not err or abuse its discretion in overruling his objection.

- In **Section A.13, titled "Lack of Impartiality and Fairness[,]"** Mr. Whittman argues that "[t]he judge's failure to remain impartial undermines the basis for a fair trial[,]" but he does not cite to the record.

For the reasons we have explained, to the limited extent Mr. Whittman's challenges are preserved and not duplicative of prior contentions, we do not agree that the trial court was partial. Nor were the rulings characterized by Mr. Whittman as "judicial misconduct" erroneous or an abuse of discretion.

II. "Proceedings Error" Challenges

In his next category of challenges, Mr. Whittman identifies 16 incidents of what he believes are "proceedings errors." We again address each in turn, concluding there are no grounds for appellate relief.

- In **Section B.1, titled "One-Sided Exclusion of District Court Matters[,]"** Mr. Whittman complains that the trial court's "exclusion of relevant district court matters" effectively prevented him "from presenting crucial evidence under the pretext of violating" its restriction on references to the district court litigation over Mr. Whittman's obligations for the four months he held over on the premises.

Citing the same transcript pages we discussed in Section A.11, Mr. Whittman argues that the trial court improperly admitted evidence about him staying over on the premises after previously ruling that references to the district court litigation would be excluded. When counsel for Ms. Lillybridge asked Mr. Whittman to confirm that he "stayed in the property without paying rent for May, June, July and almost all of August[,]" he referred to the trial court's decision to permit cross-examination about his holding over, responding, "Now they opened that . . . . for me to present evidence[.]" The trial court then interjected, instructing Mr. Whittman to "just answer the questions" with "[n]o commentary." We discern no error or abuse of discretion in the court's reminder to Mr. Whittman that cross-examination is not when he should comment to the jury on the

court's prior ruling. Moreover, again, Mr. Whittman was afforded, and took the opportunity, for rebuttal when he returned to this issue during his testimony on redirect.

- In **Section B.2, also titled "One-sided Restriction on District Court Matters[,]"** Mr. Whittman again complains that the trial court unfairly silenced him by ruling that he could not reference "acts establishing misrepresentation and deceit," but later "allow[ed] opposing counsel to freely present such evidence." In support, he again cites to the same transcript pages where the court excluded his rental applications and allowed cross-examination eliciting that he stayed over on the premises.

As we have explained, the trial court expressly permitted Mr. Whittman to discuss pertinent details regarding his occupancy of the premises during and after the lease term, ruling that he could address such "matters further down the road[.]" Although Mr. Whittman was afforded the opportunity to offer rebuttal testimony on redirect, and did so regarding his holding over at the home after the lease had expired, he did not return to the subject of his rental applications. That was his choice, not because the court unfairly "silenced" him.

- In **Section B.3, titled "Selective Emphasis on Irrelevant Events[,]"** Mr. Whittman points to what he views as "[t]he judge's focus on irrelevant details" that "diverted attention from crucial issues" and "imped[ed] the presentation of relevant evidence." In support, he cites to the court's decision to "let [Champion] stipulate . . . that [Mr. Whittman] paid the entire rent in advance[,]" so that if Whittman "want[ed] to explain anything further you can[,]" while also cautioning that he was "still calendar-wise" too "far away . . . from the events that bring us here today which is the leak."

As discussed, this exchange occurred during Mr. Whittman's direct testimony, when the court encouraged him to proceed to the specific events surrounding the leak. Under Mr. Whittman's theory of the case, his prepayment of rent was relevant. Consequently, the court did not err or abuse its discretion in accepting the defense stipulation that Mr. Whittman prepaid rent for the entire year to Champion. In any event,

nothing in the court's remarks actually or presumptively prejudiced Mr. Whittman, who remained free to continue his direct testimony. He did so by then beginning to give his account of discovering the water leak.

- In **Section B.4, titled "Discontent with Evidence[,]"** Mr. Whittman claims that "[t]he judge's expressions of discontent biased the jury against [his] case[.]" In support, he again cites to the court's response to his proffer of a document attached to an email, when the court, observing "it's going to be another exhibit[,]" asked the courtroom clerk, "What are we up to, 21?"

  As discussed in section A.9, we discern nothing in the court's statement that can be understood as an expression of discontent regarding Mr. Whittman's proffered document, which he described as a letter from Champion explaining "how to winterize the home[.]" To the contrary, the court proceeded to mark and admit the exhibit, before again encouraging Mr. Whittman to "stick with the relevant issues related to your claim."

- In **Section B.5, titled "Exclusion of Critical Evidence[,]"** Mr. Whittman contends that the "[e]xclusion of plumbing license law-related evidence unfairly hindered [his] case" because it "pertains directly to" his claim "that repair delays worsened due to defendant's use of unlicensed contractors." In support, he cites to the court sustaining defense counsel's objection to his direct testimony that Champion "sent the contractor/handyman who has no license to get engaged in plumbing issues, this is not a plumber even. . . . it's not permitted in Maryland. Maryland law –."

  Because it is the trial court's role to instruct the jury on the law, the judge did not err in ruling that Mr. Whittman could not testify about relevant Maryland law. *See generally* Md. Rule 5-701 ("If the witness is not testifying as an expert, the witness's testimony in the form of opinions or inferences is limited to those opinions or inferences which are (1) rationally based on the perception of the witness and (2) helpful to a clear understanding of the witness's testimony or the determination of a fact in issue.). Indeed, Mr. Whittman acknowledged that the court previously directed him not to do so. In any

event, he did have the opportunity to tell the jury that Champion sent what he believed was an unlicensed individual to inspect the leak.

- In **Section B.6, titled "Establishing Negligence[,]"** Mr. Whittman argues that "[e]vidence on plumbing license law could have supported negligence claims if defendants disregarded legal requirements in hiring licensed plumbers." In support, he cites the same exchange we addressed in Section B.4, as evidence of an unfair judicial bias that was expressed by "discontent throughout the trial[.]" In addition, he points again to "[t]he exclusion of . . . checks revealing rent payment details to the management company" as "hindering [his] ability to establish deceit and fraud."

  We discern nothing in the court's ruling or statements that prevented Mr. Whittman from presenting admissible evidence to support his theory that the defendants did not send qualified plumbers to the premises. For example, he could have done so by calling witnesses to establish the credentials of those who inspected the property and performed work on it, or alternatively sought an admission or stipulation of such facts. What he could not do, however, was speculate himself, without proffering any factual basis for his credentialing challenge.

  As for the exclusion of his rent checks showing payment to Champion, we have not been cited to any reason that the admission of those documents, in lieu of the stipulation that Mr. Whittman prepaid a year of rent, was necessary to establish his fraud claim. Because he was free to argue the significance of his prepaid rent, and did so repeatedly, he was not prejudiced by the exclusion of his rent checks.

- In **Section B.7, titled "Mishandling of the motion in limine[,]"** Mr. Whittman again refers to "mishandling of the motion in limine" and "improperly restricting evidence" and claims that "defendants falsely represented having a judgment against the plaintiff, using it as a leverage to extort money" and "an appeal bond for a judgment, . . . even after their frivolous claims were dismissed with prejudice." In his view, such "contemptuous" lies "continued during trial, with tacit approval from the bench[.]"

As we understand this contention, Mr. Whittman again challenges the trial court's ruling that district court litigation concerning the period that he held over on the premises was off-limits in this litigation over his negligence and fraud claims against Ms. Lillybridge and Champion. Yet his supporting citations do not relate to any such matters. Nor do we otherwise find merit in his challenge. As discussed, the court did not err in restricting references to the district court litigation itself, on the ground that it was irrelevant.

- In **Section B.8, titled "Biased Interference with Exhibits[,]"** Mr. Whittman maintains that interferences by the trial judge when he was presenting evidence "showed bias, prejudicing" him. In support, Mr. Whittman again cites to certain comments by the trial court during his direct testimony.

None of the cited remarks by the court indicate bias. Although we have previously discussed most of them, the court's statements merely address the matters at hand during Mr. Whittman's direct testimony, i.e., the court commenting on his testimony that the rent was prepaid to an "escrow account" rather than "to the landlord" ("If it says that in the lease and the lease is in evidence"); the court directing Mr. Whittman to show counsel a January 18, 2021 email he was proffering ("Show it to counsel. This is going to be marked as Plaintiff's 8."); the court advising Mr. Whittman to focus on his proffered documents ("We don't need all the commentary, just go ahead. . . . it's in evidence, if you want to discuss it, you can."); and the court instructing Mr. Whittman to avoid speculation about how long it took to repair the leak once its source was found ("We already know it's a small leak. Just stick to the facts."). None of these statements by the court were erroneous or an abuse of discretion.

- In **Section B.9, titled "Improper Handling of Exhibits[,]"** Mr. Whittman complains that the trial court prevented him "from fully reading a crucial email, opting for a summary instead[.]" In support, he cites to the court's statement when Mr. Whittman prepared to testify about a series of emails in February 2021, advising him that he should "[j]ust talk about whatever you want to talk about regarding the communications" because "I don't think counsel's going to object unless you get into hearsay or you're speculating about things. But as far as the actual communications you can talk about that."

  In Mr. Whittman's view, "[t]his restriction unjustly curtailed [his] ability to evoke empathy from the jury, hindering [his] right to present a comprehensive case." We disagree. To the contrary, the court's remarks encouraged him to testify, which Mr. Whittman proceeded to do, using specific emails to recount his course of dealing with Champion regarding the leak.

- In **Section B.10, titled "Improper Case Discussion Restriction[,]"** Mr. Whittman again argues that "unfair restriction on discussing the case" impaired his "presentation of key points and context." In support, he cites to two statements made by the court during his direct testimony. In the first, the court commented after admitting the winterization letter sent to Mr. Whittman, "let's stick with the relevant issues related to your claim." The second is the previously discussed remark, "We already know it's a small leak. Just stick with the facts."

  Again, we discern no error or abuse of discretion in the trial court's statements, which did not unduly restrict Mr. Whittman's direct testimony, but instead, merely encouraged him to proceed to matters that were relevant to his negligence and fraud claims arising from the leak.

- In **Section B.11, titled "Restrictions on Email Reading[,]"** Mr. Whittman characterizes the same remarks by the trial court that "as far as the actual communications you can talk about that[,]" as an improper "limitation on reading emotionally impactful emails" that "undermined [his] ability to convey distress fully[.]"

Again, Mr. Whittman misunderstands and mischaracterizes what the trial court said. We have previously explained that the court did not prevent him from reading the email aloud if he chose to do so, but simply encouraged him to "talk about" his communications in a manner that focused the jury on what he believed was improper and its impact on him. That was neither error, nor an abuse of discretion.

- In **Section B.12, titled "Prejudicial Limitation on Relevant Issues[,]"** Mr. Whittman again points to the trial court's encouragement to "stick with the relevant issues related to your claim[,]" as inappropriately restricting his presentation of evidence by limiting his "discussion of crucial case aspects" in a manner that "skew[ed] jury perception" and undermined his "claims, credibility, and ability on the stand."

As we have explained, the cited remark constituted mere guidance, which was warranted when Mr. Whittman introduced the winterization letter that had no stated or apparent relevance to the dispute over the leak. Consequently, the court did not err or abuse its discretion in making the challenged statement.

- In **Section B.13, titled "Emphasis on Irrelevant Details[,]"** Mr. Whittman argues that the court "placed emphasis on details that may be considered irrelevant to the core issues of the case[,]" citing to the rent prepayment stipulation accepted by the court, subject to Mr. Whittman's right "to explain anything further" and the observation that "we're pretty far away . . . calendar-wise from the events that bring us here today."

Again, the record does not support Mr. Whittman's characterization of the cited statement. For the same reasons we found this remark both appropriate and harmless when viewed in context, we again conclude the trial court did not err or abuse its discretion in guiding Mr. Whittman during his direct testimony.

- In **Section B.14, titled "Improper Hints[,]" Mr.** Whittman complains that the trial judge interfered in a manner that "restricted [his] argument articulation" and "potentially bias[ed] the jury." In support, he cites to previously discussed

comments, when the court advised him, "let's stick with the relevant issues related to your claim" and responded to his testimony that "It's a small leak. A small leak take [sic] two minutes, five minutes[,]" by stating: "We already know it's a small leak. Just stick with the facts."

As we have explained, the challenged remarks fall within the scope of the trial court's broad discretion to control the trial proceedings. Indeed, these efforts to keep Mr. Whittman on track were essentially "best practices" guidance, not improper limitations on Mr. Whittman's presentation of his case. Moreover, we discern no prejudice from such remarks.

- In **Section B.15, titled "Hindering Comprehensive Presentation of Evidence[,]"** Mr. Whittman alternatively contends that "[t]he judge's directive to 'stick with the relevant issues' impeded evidence presentation" and interfered with unnamed but nonetheless "critical aspects of the case."

Mr. Whittman again mischaracterizes the record and misunderstands his burden to identify a specific harm resulting from the court's admonition to focus on facts concerning the leak. The court did not err, abuse its discretion, or prejudice Mr. Whittman in doing so.

- In **Section B.16, titled "Compromising Judicial Neutrality[,]"** Mr. Whittman asserts that "[t]he court's conduct may have compromised its neutrality, raising questions about proceedings' unfairness."

Because Mr. Whittman does not provide any citation in support of this challenge, we understand it to be a comprehensive contention. For the reasons we have identified as grounds for rejecting his prior claims of error, we conclude the trial court did not err or abuse its discretion in any of the rulings or comments challenged as "proceedings errors."

III. "Attorney Misconduct" Challenges

Mr. Whittman next identifies three challenges predicated on what he views as misconduct by the defense attorneys. As explained below, we are not persuaded there was any misconduct, much less that appellate relief is warranted based on his contentions.

- In **Section C.1, titled "Attorneys Misconduct[,]"** Mr. Whittman alleges that defense counsels' submission of defense exhibits "in bulk" reflected the trial court's double standard in handling evidence submissions, and improperly "included issues related to previously withdrawn breach of contract claims, such as alleged unpaid rent and late fees, barred by motion in limine." In support, he cites only the trial court's decision to mark for identification the first exhibit from the "total sum of exhibits for defendant Lillybridge[.]"

Mr. Whittman did not preserve this contention by making a contemporaneous objection. In any event, we are not persuaded there was any "misconduct" in connection with the handling of defense exhibits. To the contrary, the transcript shows that after dealing with proffered exhibits one by one throughout the morning on the first day of trial, the court instructed the parties to show each other all exhibits during lunch, "so they can see them ahead of time" because "that'll just save us some time with us going back and forth." After lunch, counsel for Ms. Lillybridge presented her exhibits, the first of which was marked for identification. In doing so, defense counsel advised the court that he had compiled all his proposed exhibits during the break, after determining that Mr. Whittman "has no objection to what's in here."

The transcript reference above is Mr. Whittman's lone citation for this misconduct claim. We discern nothing improper in the court's direction to the parties to preview and prepare their exhibits in order to streamline the proceedings before the jury. Nor was

there any misconduct by counsel who complied with the court's instruction to do so. *See generally In re Elrich S.*, 416 Md. 15, 35-36 (2010) ("We have said that '[t]rial judges are afforded broad discretion in the conduct of trials in such areas as the reception of evidence.' Moreover, 'there is no question that the trial judge has broad discretion to control the conduct in his or her courtroom'") (citations omitted)).

- In **Section C.2, titled "Dirty Lawyers' Tricks with Tacit Approval from the Bench[,]"** Mr. Whittman claims that defense attorneys "surreptitiously introduced inadmissible and unfairly prejudicial exhibits into evidence, employing deceptive tactics and exploiting the judge's double standards" by submitting exhibits in bulk and "during closing arguments, catching [Mr. Whittman] off guard and causing irreparable prejudice." In support, he cites the same transcript page when counsel for Ms. Lillybridge advised the court that he had reviewed exhibits with Mr. Whittman during the lunch break as well as defense counsel's statement during closing argument, explaining to the jury that the admitted exhibits in "Binder A" included "the contracts, the property management agreement, the lease" and other documents showing "what plaintiff owed, what he prepaid, and what the costs that were incurred due to his overstay and the amount due to them at that time was $6,000."

  Mr. Whittman's complaints about how the court handled exhibits are neither preserved, nor meritorious because all the referenced exhibits were admitted without objection. *See* Md. Rule 5-103(a)(1). Likewise, with respect to defense counsel's closing argument about Whittman's "overstay for four months[,]" defense counsel was entitled to argue the significance of this admitted evidence to the jury. Moreover, Mr. Whittman was entitled to counter that argument on rebuttal closing, even though he did not do so.

- In **Section C.3, titled "Lacking Foundation Closing Arguments[,]"** Mr. Whittman argues that certain evidence "presented during closing arguments such as an alleged report of . . . unpaid rent and late fees" was not only "false" and lacking in foundation, but also violated the court's prior exclusion of such evidence and "deceiv[ed] the jury to a clearly erroneous verdict[.]" The only citation in support is to an "Order of 6.2.21."

Again, Mr. Whittman's failure to object, this time to counsel's closing argument, precludes appellate relief. *Cf. Greater Metro. Orthopaedics, P.A. v. Ward*, 147 Md. App. 686, 698 (2002) (holding that appellate challenge to opposing counsel's closing argument was not preserved because counsel failed to timely "object immediately after the allegedly improper comments were made" or "after appellee concluded her closing argument"). Even if we were to overlook his silence, Mr. Whittman has not provided us with the cited order, which was entered before this case began on August 2, 2021. In any event, Mr. Whittman had ample opportunity to address the significance of staying past the lease term, both in both his testimony and his argument to the jury.

IV. Challenges to Jury Instructions

Mr. Whittman next contests what he views as the following mistakes in the jury instructions given by the trial court:

- **In Section D.1, titled "Erroneous Guidance on Witness Behavior[,]" Mr.** Whittman contends that the trial court erred in "[i]nstructing the jury to assess the witness's behavior" while testifying "instead of clarifying plaintiff's legal duty to object unfairly hindered justice and misled to a clearly erroneous verdict[.]"

- In **Section D.2, titled "Questioning Plaintiff's Interest[,]"** Mr. Whittman cites to the same pattern jury instruction as "subject[ing] him to undue suspicion, prejudicing the jury against his claims."

- In **Section D.3, titled "Failure to Tailor Instructions[,]"** he contends, without supporting citation to the record, that the trial court's failure to give instructions that were tailored to the testimony and nature of his claims "requires careful review" under a "de novo" standard of review.

Because Mr. Whittman failed to object to the cited instructions, he did not preserve any of these challenges for appellate review. *See* Md. Rule 2-520(e) ("No party may assign as error the giving or the failure to give an instruction unless the party objects

on the record promptly after the court instructs the jury, stating distinctly the matter to which the party objects and the grounds of the objection.").

In any event, we are not persuaded that the court erred or abused its discretion in giving the pattern jury instruction identifying specific factors to consider in deciding whether testimony should be believed.[2] We review a decision to give a jury instruction

[2] The pattern instruction at issue here is MPJI-Cv 1:3 WITNESS TESTIMONY CONSIDERATION, MPJI-Cv 1:3, which provides:

> Any person who testifies, including a party, is a witness. You are the sole judges of whether testimony should be believed. In making this decision, you may apply your own common sense and everyday experiences.
>
> In deciding whether a witness should be believed, you should carefully consider all the testimony and evidence, as well as whether the witness's testimony was affected by other factors. You should consider such factors as:
>
> (1) the witness's behavior on the stand and way of testifying;
>
> (2) the witness's opportunity to see or hear the things about which testimony was given;
>
> (3) the accuracy of the witness's memory;
>
> (4) whether the witness had a motive not to tell the truth;
>
> (5) whether the witness had an interest in the outcome of the case;
>
> (6) whether the witness's testimony was consistent;
>
> (7) whether the witness's testimony supported or contradicted other evidence, and
>
> (8) whether and the extent to which the witness's testimony in the court differed from statements made by the witness on any previous occasion.

(continued)

for abuse of discretion. *See Webb v. Giant of Md., LLC*, 477 Md. 121, 142 (2021). "When applying the abuse of discretion standard in this context, we look to the following factors: (1) whether the requested instruction was a correct statement of the law; (2) whether it was applicable under the facts of the case; and (3) whether it was fairly covered in the instructions actually given." *Id*. (citation omitted). Moreover, "to establish reversible error, 'the complainant must show that prejudice was 'likely' or 'substantial[,]'" so that prejudice was not merely "possible" but "probable." *Id*. (citations omitted).

Here, giving the jury this standardized instruction was not an abuse of discretion. "Maryland pattern jury instructions, both criminal and civil, are developed by committees of the Maryland State Bar Association and are published in editions that are updated regularly." *Street v. Upper Chesapeake Med. Ctr., Inc.*, 260 Md. App. 636, 697, *cert. denied*, 487 Md. 457 (2024). "Although the use of pattern jury instructions is not required, 'they are the product of consensus of experienced practitioners and judges, and [the Supreme Court] has, on occasion, encouraged their use.'" *Id*. at 697 n.33 (quoting *Armacost v. Davis*, 462 Md. 504, 516 n.5 (2019) (citing *Ruffin v. State*, 394 Md. 355, 373 (2006)). Because the challenged instructions adhere to the approved pattern instructions, the court did not err or abuse its discretion in giving them.

V. Verdict Challenges

> You are the sole judges of whether a witness should be believed. You need not believe any witness even though the testimony is uncontradicted. You may believe all, part, or none of the testimony of any witness.

The court's instruction tracked this pattern instruction, omitting only the eighth factor because it did not apply in this instance.

Mr. Whittman categorizes his final assignments of error as reflecting the "Jury's Struggle."

> In **section E.1**, **he contends that "extended jury deliberation raises concerns about the clarity and fairness of the trial."** In his view, the deliberation "persisting beyond regular hours" shows that there were "internal conflicts and confusion, and compromise not to come to court yet another day[.]"
>
> Alternatively, **he argues in section E.2 that four different judges "heard and ruled" in favor of the defendants on their motions for summary judgment "at different stages of this lawsuit" indicates "a clear and erroneous determination of facts warranting a new trial."**

The record shows that the jury retired to deliberate at 4:35 p.m., then returned to the courtroom with its verdicts at 5:40 p.m. A period of 65 minutes is by no means indicative of a "struggle," much less compromised verdicts. Absent any specific evidence of irregularity, appellate courts do not speculate about how a jury reaches its decisions. *See generally McNeal v. State*, 426 Md. 455, 473 (2012) ("To evaluate the considerations of the jury in reaching its verdict would involve pure speculation, or require a reviewing court to inquire into the details of the deliberations. This is not a task that courts should undertake.").

Likewise, regarding the number of judges called upon to make pretrial rulings, we discern nothing unusual, unfair, or prejudicial about such matters coming before different members of the court. Nor has Mr. Whittman preserved this challenge. Indeed, he did not object before or during trial. Moreover, the only pretrial ruling that he has indirectly challenged in this appeal is the dismissal of the subsequent purchasers, Ms. Miranda and Mr. Tello. On that question, Mr. Whittman has not supplied any particularized argument,

beyond a bald statement in his Consolidated Reply Brief, that even though they "were not originally named appellees, . . . their actions and filings have made them proper appellees in this case." On this record, we discern no grounds for relief.

CONCLUSION

Although Mr. Whittman presents dozens of issues, his contentions are largely unpreserved and otherwise predicated on misunderstandings of both the record and the law.

Because Ms. Miranda and Mr. Tello undisputedly purchased the property after Mr. Whittman's tenancy ended, free of any lien or encumbrance, and were not implicated in any conduct alleged by Whittman, the circuit court did not err in dismissing them before trial.

Contrary to his contentions that the trial judge was biased throughout this jury trial, the court afforded Mr. Whittman broad leeway to present his remaining claims, while attempting to assist him by explaining procedure, encouraging him to focus on relevant facts, and allowing him to argue why responses to the leak by Ms. Lillybridge and Champion were fraudulent or negligent. After reviewing the full trial transcript, we are satisfied that Mr. Whittman had ample opportunity to present those claims to the jury.

Because there was no evidence of a knowingly false and material misrepresentation upon which Mr. Whittman relied to his detriment, the court correctly granted judgment on Mr. Whittman's fraud claims. *See generally Sass v. Andrew*, 152 Md. App. 406, 429 (2003) ("A "false representation" is a statement, conduct, or action that intentionally misrepresents a material fact."). Moreover, Mr. Whittman agreed to go

to the jury solely on his negligence claims against Ms. Lillybridge and Champion. The fact that the jury simply was not persuaded that Mr. Whittman proved negligence, either by Ms. Lillybridge as his landlord or by Champion as the property manager, reflects the jury's resolution of credibility questions and its weighing of the evidence.

> In a jury trial, "the jury [ ] determine[s] [ ] whether the burden of proof has been met. . . . In making this determination, the jury assesses and evaluates the weight to be assigned to the evidence presented to it and decides its effect." In other words, "[t]he weight and value of the evidence are matters solely for the jury." We have long held that "[n]either the trial court nor this Court is permitted to substitute its evaluation of [the] evidence for that of the jury. . . . To do so would be an invasion of the jury's province[.]" Accordingly, an appellate court has "no power to review the finding of the jury upon matters of fact." Ultimately, even if we would reach a different conclusion than the jury, we are not permitted to substitute the jury's factual findings for our own.

Est. of Blair by Blair v. Austin, 469 Md. 1, 17-18 (2020) (citations omitted). For these reasons, the jury's defense verdicts are judgments for which there is no appellate relief.

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