Circuit Court for Baltimore City
Case No. 24-C-22-001523

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1451

September Term, 2023

EDWARD SNIADACH, *et al.*,

v.

TWO FARMS, INC., *et al.*

Berger,
Albright,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Albright, J.

Filed: December 9, 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 Rule 1-104(a)(2)(B).

In this appeal from the Circuit Court for Baltimore City, Appellants Edward Sniadach and Terkesha Slappy-Hawkins ("Appellants") were injured in slip-and-fall accidents on the premises of Appellee Two Farms, Inc. ("Two Farms"). After settling their personal injury claims with Two Farms' insurance carrier, Appellants filed a class action complaint accusing Two Farms, the insurance carrier, and the insurance carrier's claims administrator of having fraudulently induced Appellants to settle, among other claims. After the circuit court denied Appellants' class certification motion, Appellants asked that the court grant summary judgment against them. That request, curious as it appeared, was so Appellants could secure a final judgment from which to appeal the class certification denial. Because we conclude that Appellants acquiesced in the final judgment they now challenge, we dismiss their appeal. Even if Appellants had not acquiesced, we see no abuse of discretion or error in the circuit court's denial of class certification or in its granting of summary judgment against Appellants on their fraudulent inducement claims.

Appellants present two questions, which we have reworded:[1]

(1) Whether the circuit court abused its discretion when it denied Appellants' motion for class action certification; and

(2) Whether the circuit court erred when it granted summary judgment on Appellants' claims of fraudulent inducement.

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[1] The issues were presented by Appellants as follows:

1. Whether the Circuit Court erred in its denial of the Class Action certification when it refused to use allegations inside of the Complaint to make a finding regarding numerosity, made a finding that the class

Below, we explain why we dismiss Appellants' appeal. In an abundance of caution, we also outline the decisions we would have reached had we reached the merits of the questions Appellants presented.

BACKGROUND

This case arose from disputes about the availability of Med-Pay[2] to cover the third-party personal injury claims of Edward Sniadach and Terkesha Slappy-Hawkins. Both sustained injuries on premises owned by Two Farms. Two Farms' insurer for such claims was Appellee Zurich America Insurance Co. ("Zurich"). Appellee Gallagher Bassett Services, Inc. ("Gallagher Bassett") was Zurich's claims administrator for these claims.

Ms. Slappy-Hawkins was injured on Two Farms' premises on November 19, 2018. Her counsel, on her behalf, reached out to Two Farms, Zurich, and Gallagher Bassett (collectively "Appellees") several times between December 2018 and May 2019 about her ongoing claim and the medical expenses she had incurred. In an email on May 14, 2019, Ms. Slappy-Hawkins's counsel inquired about the availability of Med-Pay

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members claims were common, but found that the claims were not typical and lack of adequacy of counsel?

2. Whether the Circuit Court erred when it granted summary judgment when there was a genuine dispute of material fact?

[2] According to Appellees' claims adjuster, Ms. Camacho, Medical Pay ("Med-Pay") is insurance coverage for medical bills incurred by third parties who are injured on the insured's property, regardless of fault. *See also Attorney Grievance Comm'n v. Kemp*, 303 Md. 664, 677–78 (1985) (confirming that Med-Pay payments are generally automatically payable upon completion of straightforward paperwork, regardless of fault, so Med-Pay's "risk of uncertainty of recovery is, therefore, low indeed.")

coverage for her claim. A second inquiry regarding Med-Pay was sent on July 16, 2019. Several months passed without an answer despite further communications from Appellees. Negotiations then became protracted, causing Ms. Slappy-Hawkins to file suit against Two Farms. Ms. Slappy-Hawkins ultimately settled her claim on October 6, 2021. As part of the settlement agreement, Ms. Slappy-Hawkins agreed to release all claims against the Appellees in return for payment of $16,385.00—$6,385.00 of which was specified as Med-Pay.

Mr. Sniadach was injured on Two Farms, Inc.'s premises on January 15, 2019. In June of 2019, Mr. Sniadach's counsel first contacted Appellees to inquire about the availability of Med-Pay. After no response was provided, Mr. Sniadach's counsel sent a second inquiry on December 18, 2019. The next day, though, Mr. Sniadach released his claims against Appellees as part of a $15,000.00 settlement. Mr. Sniadach's settlement was silent as to Med-Pay, and he and his counsel were not informed of its existence until an email from Appellees dated December 26, 2019 – a week after he had resolved his claim.

The settlement of the two claims did not end the disputes. On March 24, 2022, Appellants filed a complaint against Appellees in the Circuit Court for Baltimore City. Appellants alleged six causes of action: (1) Intentional Misrepresentation; (2) Constructive Fraud; (3) Fraudulent Inducement; (4) Breach of Contract; (5) Negligent

Misrepresentation via Concealment; and (6) Insurance Bad Faith.[3] In essence, Appellants alleged that Appellees improperly and intentionally failed to disclose the availability of Med-Pay despite Appellants' repeated inquiries. Appellants alleged that by failing to disclose the availability of Med-Pay, Appellees had fraudulently induced them into accepting lower settlements than they would have accepted if the availability of Med-Pay had been disclosed.

Appellants sought class action certification, alleging that non-disclosure of the availability of Med-Pay is a widespread practice of Appellees Zurich and Gallagher Bassett. Thus, Appellants proposed a class of

> [a]ll persons in the State of Maryland that were injured and suffered medical expenses, through no fault of their own, in the property of any third-party that was insured by the above-named Defendants and were not informed of the existence of a Med-Pay provision that was purchased by the third-party insured to pay for their medical bills and were not paid by the Med-Pay provision.

Appellees opposed class certification, and after a hearing on January 4, 2022, the circuit court denied certification. The circuit court determined that it would be difficult to ascertain who was in the class. Looking to the explicit requirements of Maryland Rule 2-231, the court concluded that Appellants' proposed class failed Rule 2-231(b)'s numerosity, typicality, and adequacy prerequisites, as well as Rule 2-231(c)(3)'s predominance requirement.

[3] Here, Appellants challenge the granting of summary judgment as to their fraudulent inducement claims only.

Appellees then moved for summary judgment, arguing that Appellants' claims were precluded by the releases they had signed when settling their respective claims, and that Appellants had not alleged sufficient facts to otherwise establish their legal claims. Specifically, Appellees argued that Appellants were contractually bound to the plain and unambiguous language of their releases. Addressing Appellants' allegations that they had been improperly induced into signing the releases, Appellees argued, in turn, that (1) fraud had not been established because no representation had been made, and even if it had, Appellants did not rely on it because they signed their releases either with knowledge of, or with conscious ignorance toward, the existence of Med-Pay;[4] (2) no fiduciary duty or confidential relationship existed between the parties to support constructive fraud; (3) a negligent misrepresentation could not be established because Appellees did not owe a legal duty of care; and (4) Appellees did not breach any contract that existed between the parties.

In their written papers opposing summary judgment, Appellants addressed the five elements of their fraudulent inducement claim, but provided no evidence of their reasonable reliance on Zurich's or Gallagher Bassett's statements. Instead, attached to their opposition, Appellants only introduced claim file notes, correspondence between the parties' counsel, and a deposition transcript for Kimberly Camacho, the adjuster on both

[4] Appellees pointed to the undisputed facts showing that Ms. Slappy-Hawkins signed her settlement agreement fully aware of Med-Pay, and that Mr. Sniadach signed his settlement agreement on the advice of experienced counsel despite knowing that his inquiries into Med-Pay had gone unanswered.

Appellants' claims. Notably, Appellants presented no affidavits, deposition testimony, or other evidence to prove their reasonable reliance on Appellees' statements (or non-statements) about the availability (or non-availability) of Med-Pay in deciding to settle their cases. Nor did they identify how the evidence they had presented could support such an inference.

At the summary judgment hearing that ensued, Appellants changed their position about the viability of their opponents' summary judgment motion. Despite having filed written oppositions to Appellees' summary judgment motion, Appellants requested that the circuit court grant their opponents' motion. At the hearing, Appellants' counsel stated:

> I'm technically still opposing and I have all of my writings and my memorandums that you had, but ***we will ask that this motion be granted*** and it's simply for the fact that we are going to appeal the class action denial.
>
> In the State of Maryland, the legislatures have decided it, for whatever reason, to not allow it to be as the federal courts and they do not allow it to be automatically appealable. So for that reason alone, and I know the Court has already went into it, but ***we're going to ask that the motion be granted***. And with that, that's it, Your Honor.

(Emphasis added). The circuit court then granted Appellees' motion for summary judgment.[5] Appellants timely filed this appeal.

[5] Although the circuit court acknowledged Appellants' request to grant Appellees' motion for summary judgment, the circuit court also addressed the merits of summary judgment in its ruling.

DISCUSSION

I. We dismiss Appellants' appeal because they acquiesced in the judgment they challenge.

Appellants waived their right to appeal by their acquiescence in the circuit court's grant of summary judgment against them.

"It is well settled in Maryland that the right to appeal may be lost by acquiescence in, or recognition of, the validity of the decision below from which the appeal is taken or by otherwise taking a position which is inconsistent with the right of appeal." *Osztreicher v. Juanteguy*, 338 Md. 528, 534 (1995) (cleaned up). This principle is known as "the acquiescence rule." *Dietz v. Dietz*, 351 Md. 683, 689 (1998). The acquiescence rule has also been described as "waiver, estoppel, acceptance of benefits creating mootness, and acquiescence in judgment." *Downtown Brewing Co., Inc. v. Mayor of Ocean City*, 370 Md. 145, 149 (2002).

We have recognized the severity of the acquiescence rule. *Boyd v. Bowen*, 145 Md. App. 635, 665–66 (2002). Thus, we apply the rule "narrowly" and only to situations where a litigant's actions are "necessarily inconsistent" with the challenge that litigant seeks to raise on appeal. *Id.* An action that is "necessarily inconsistent" with a challenged judgment requires the litigant to "have knowledge of the nature and effect of the judgment." *Id.* at 666. In other words, applying the acquiescence rule requires the same standard as a waiver: "the voluntary relinquishment of a known right or such conduct as warrants an inference of the relinquishment of such right, and may result from an express agreement or be inferred from circumstances." *Dietz*, 351 Md. at 688.

Because of this standard, application of the acquiescence rule is generally confined to the post-judgment conduct of a litigant. *See Exxon Mobil Corp. v. Ford*, 433 Md. 426, 463 (2013). However, despite the strict requirements for a "necessarily inconsistent" action, we have recognized that pre-judgment conduct can also trigger the acquiescence rule if it amounts to consent to a judgment. *See Exxon Mobil Corp.*, 433 Md. at 463 (quoting *Boyd*, 145 Md. App. at 666). Indeed, under our caselaw, acquiescence to a ruling entirely deprives a litigant of their right to subsequently challenge the same ruling. *See, e.g.*, *Osztreicher*, 338 Md. at 535.

In *Osztreicher v. Juanteguy*, it was Osztreicher's refusal to present a case-in-chief that prompted our Supreme Court to hold that he had "acquiesced in, if not consented to," the entry of an adverse judgment. *Id.* at 535. Osztreicher decided not to present a case-in-chief after the trial court ruled that his expert witness would have to disclose documentation about his personal finances. *Id.* at 532–33. When the expert refused to comply, he was precluded from testifying. *Id.* Without the expert's testimony, Osztreicher's counsel believed he was "going to spend a lot of time and money for naught[,]" so Osztreicher elected not to present a case-in-chief at all. *Id.* at 533. The trial court subsequently granted the defendant's motion for judgment. *Id.*

Our Supreme Court held that Osztreicher was barred from appealing the judgment under the acquiescence rule. *Id.* at 535. Even though Osztreicher had merely failed to present a case-in-chief rather than affirmatively request that the trial court grant judgment against him, the Court determined that his choice not to present a case at all implied acquiescence. *Id.* In holding that Osztreicher's consent to the judgment was a waiver of

his appeal thereof, the Court took special note of its disapproval of Osztreicher's intent to clear the way to "challenge the trial court's rulings on appeal." *Id.*

Here, at the summary judgment hearing, Appellants explicitly requested entry of the judgment they are now appealing. In their last opportunity to oppose summary judgment against them, Appellants chose—twice—to ask the circuit court to grant the motion. Appellants' requests did not merely imply acquiescence to an adverse judgment. Instead, Appellants' requests were explicit consent to the entry of judgment against them, and, as such, are "necessarily inconsistent" with their appeal of that adverse judgment now. *See Boyd*, 145 Md. App. at 666.[6]

Nor are we persuaded by Appellants' argument that their acquiescence was an acceptable, economical means of appealing the class action denial, a denial that could have been appealed under the laws of other jurisdictions. Under Maryland law, Appellants could not have appealed the denial of their class certification motion because that denial, which did not address the merits of Appellants' underlying claims, was not a

[6] Maryland is not the only jurisdiction that adheres to the acquiescence rule. *See, e.g.*, *Gallup Trading Co. v. Michaels*, 523 P.2d 548, 549 (N.M. 1974) (where an appellant's consent to summary judgment operated as acquiescence, the just determination of parties' rights could not be appealed); *Hense v. G.D. Searle & Co.*, 452 N.W.2d 440, 444–45 (Iowa 1990) (where the appellant invited the trial court to re-visit its previous denial of the defendant's motion for summary judgment as a tactical decision to obtain appeal while avoiding an unfavorable trial, the appellant had waived her appeal); *Copeland v. Williamson*, 402 So.2d 932, 934 (Ala. 1981) (where an appellant concurred with the trial court's grant of a directed verdict in favor of the defendant, the appellant could not then challenge the directed verdict on appeal); *Toplitsky v. Toplitsky*, 282 S.W.2d 254, 256 (Tex. 1955) (where an appellant had consented to an adverse judgment, "he is precluded from complaining of errors alleged to have been committed before its rendition").

final judgment. *See* Md. Code § 12-301 (limiting appeals to final judgments); *see also* *Quillens v. Moore*, 399 Md. 97, 115 (2007) (defining a final judgment as one that is "so final as to determine and conclude rights involved, or deny the appellant means of further prosecuting or defending his rights and interests in the subject matter of the proceeding.") (citations omitted). Nor was the class action denial subject to interlocutory appeal. *Cf.* Md. Code § 12-303 (listing those orders that are subject to interlocutory appeal). In short, Appellants have not shown any basis for concluding that consenting to a final judgment can secure what amounts to an interlocutory appeal of an otherwise non-appealable, non-final ruling – here, the denial of class action certification.

II. Even if dismissal of this appeal is not appropriate, the circuit court did not abuse its discretion in denying class certification.

Class certification is a complex multi-step process that is laid out in Maryland Rule 2-231.[7] The proponent of class certification must first meet all four of the pre-requisites provided in Rule 2-231(b).[8] These are (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy. If these prerequisites are not met, a court may end its

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[7] Maryland Rule 2-231 is modeled after Federal Rule of Civil Procedure 23, and we look to federal caselaw as well as our own when interpreting it. *E.g.*, *Smith v. Westminster Mgmt., LLC*, 257 Md. App. 336, 410 n.59 (2023).

[8] Maryland Rule 2-231(b) provides in pertinent part:

> **(b) Prerequisites to a Class Action.** One or more members of a plaintiff class may sue as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims of the representative parties are typical of the claims of their class, and (4) the representative parties will fairly and adequately protect the interests of the class.

inquiry into whether a class should be certified. *See Creveling v. Gov't Emp. Ins. Co.*, 376 Md. 72, 90 n.6 (2003). Next, if the prerequisites are met, the court must find that at least one of the three requirements in Rule 2-231(c) applies. Subsections (c)(1) and (c)(2) are collectively known as the "superiority" requirement, while subsection (c)(3) is referred to as the "predominance" requirement. *Smith v. Westminster Mgmt., LLC*, 257 Md. App. 336, 411 (2023). Finally, in addition to the statutory requirements for class certification, courts have recognized two "implicit requirements." *Id.* First, the class must be both "definite" or "ascertainable;" second, the proposed class representatives must fall within the class. *Id.*

Throughout the class certification process, the proponent of certification bears the burden of proof on all of Rule 2-231's requirements. *Philip Morris Inc. v. Angeletti*, 358 Md. 689, 726 (2000). Although the circuit court must accept allegations in the pleadings of a class proponent as true, it may also "go beyond the pleadings to the extent necessary" to "make a meaningful determination of the certification issues." *Id.* at 727.

We review class certification determinations for an abuse of discretion, unless the court below erred in its application of a legal standard—in which case we review the decision *de novo*.[9] *See, e.g.*, *Creveling*, 376 Md. at 90. A court abuses its discretion if "no

[9] A *de novo* standard of review does not apply here. In their brief, Appellants assert that "the Circuit Court misapplied the law forcing additional requirements on [Appellants] to establish numerosity." Appellants appear to argue that the additional requirements imposed on them were to conduct discovery on the number and location of class members.

reasonable person would take the view adopted," if it acts "without reference to any guiding rules or principles," or when its "ruling is violative of fact and logic." *Cutler v. Wal-Mart Stores, Inc.*, 175 Md. App. 177, 189 (2007) (internal citations omitted). The deferential abuse of discretion standard we apply for class certification recognizes both the fact-intensive nature of class certification determinations and the importance of a court's power to manage its own docket. *Creveling*, 376 Md. at 91.

Appellants contend that the circuit court abused its discretion when it concluded that Appellants' proposed class failed Rule 2-231(b)'s numerosity, typicality, and adequacy requirements. Appellants add that by failing to address Rule 2-231(c)'s superiority requirement, i.e., Rule 2-231(c)(1) or Rule 2-231(c)(2), the circuit court also erred when it concluded that Appellants' class action could not be maintained. We take up these contentions one-by-one.

A. Rule 2-231(b): Prerequisites

1. <u>Numerosity</u>

Appellants argue that their "good faith estimate of hundreds [of class members] . . . along with common sense," should have sufficed to establish numerosity. They add that they should not have been required to conduct discovery to prove numerosity.

However, no "additional requirements" were placed on Appellants, as the circuit court rested its decision about numerosity on "Plaintiffs hav[ing] not done their due diligence to produce information to potentially establish numerosity." Given that "[t]he party seeking class certification bears the burden of proving that the proposed class meets all the requirements of Rule 2-231[,]" *Cutler v. Wal-Mart Stores, Inc.*, 175 Md. App. 177, 190 (2007), the circuit court does not seem to have placed any additional requirements on Appellants beyond holding them to their burden of proof.

Instead, Appellants posit that the circuit court should have been able to find numerosity by itself looking at Maryland Judiciary Case Search.[10] We disagree.

Although "a good faith estimate is ordinarily sufficient [to prove numerosity]," the ultimate decision of "[w]hether numerosity is met depends on a court's practical judgment, given the facts of a particular case." *Philip Morris*, 358 Md. at 732. Here, the circuit court found that "[Appellants] have not done their due diligence to produce information to potentially establish numerosity. [Appellants] made no showing at all regarding the class size, location of members, or amount of each potential members' claim to satisfy the numerosity prerequisite." Given that Ms. Slappy-Hawkins did not meet the class definition Appellants proposed ($6,385.00 of her settlement was Med-Pay), and that Appellants had identified no class members other than Mr. Sniadach, we see no abuse of discretion in the circuit court's finding that Appellants had failed to show numerosity.

Appellants' suggestion that the circuit court look at Case Search does not change this result. As the circuit court noted during the class certification hearing, Appellants had several months between filing their class certification motion and the hearing during which they could have engaged in their own Case Search inquiry. Moreover, it is not clear to us that a Case Search inquiry would have revealed the numerous class members

[10] Maryland Judiciary Case Search ("Case Search") is an online database that "provides public access to the case records of the Maryland Judiciary." The database can be accessed at: https://casesearch.courts.state.md.us/casesearch/ (last visited December 6, 2024).

that Appellants posit. A Case Search inquiry may have shown whether other premises liability claims against Two Farms existed. But Appellants' proposed class was not limited to those injured at Two Farms. Instead, it also included any third-party in Maryland who was injured on premises insured by Zurich and who was not told about Med-Pay. Given that Zurich and Gallagher Bassett may not necessarily have been named as parties in claims against Zurich's insureds,[11] Case Search would not necessarily have revealed the identity of all (or any) of the class members Appellants' class action purported to include.

2. Typicality

Appellants assert that because the circuit court found commonality, the circuit court abused its discretion in not finding "typicality" of claims. Again, we disagree. Although "[t]he commonality and typicality requirements of Rule 23(a) tend to merge[,]" typicality also speaks to the class representatives' ability to represent the class. *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157 n.13 and 158 (1982). Indeed, "[the representative] plaintiff's claim cannot be so different from the claims of absent class members that their claims will not be advanced by plaintiff's proof of his own individual claim." *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466–77 (4th Cir. 2006) (citing cases).

Here, as the circuit court found, the class was not viable because their claims would have required "individual inquiries," or "mini-trials," to determine whether they

[11] By way of example, Ms. Slappy-Hawkins did not name Zurich or Gallagher Bassett in her suit against Two Farms.

were at fault for their injuries and what they had been told about the availability of Med-Pay. By defining their proposed class in this manner, Appellants offered no way for the circuit court to efficiently determine that Ms. Slappy-Hawkins' or Mr. Sniadach's claims were typical. Indeed, Ms. Slappy-Hawkins' claim was not typical because she had received Med-Pay. Under these circumstances, we cannot say that the circuit court abused its discretion in finding no typicality.

3. Adequacy

Appellants argue that the circuit court abused its discretion in concluding that Appellants failed to establish adequacy of representation. To support this argument, Appellants note that the circuit court properly recognized the interrelatedness of adequacy to typicality but erred by relying on its incorrect determination of no typicality to find no adequacy of representation. Further, Appellants assert that the circuit court abused its discretion by shirking its duty to analyze the experience, vigor, and diligence of class counsel.

Again, we disagree. To the extent that adequacy of representation and typicality are related concepts, as we explained above, we see no error or abuse of discretion in the circuit court's finding that Appellants failed to demonstrate typicality. But unlike the interrelatedness of the class representatives' claims to those of the class, i.e., typicality, adequacy of class counsel requires the circuit court to consider the character and experience of class counsel themselves, among other things. *Phillip Morris*, 358 Md. at 740–41; *see also Gen. Tel. Co. of Sw.,* 457 U.S. at 157 n.13.

Below, the circuit court found that Appellants ". . . failed to show that counsel has experience in class action litigation." Specifically, and as the circuit court noted, despite Appellants' counsel's claim to " . . . have handled thousands of class action matters[,]" Appellants offered no such evidence. Accordingly, and particularly because Appellants had the burden to show adequacy of representation, we see no abuse of discretion in the circuit court's finding on this point.

B. Rule 2-231(c)(3): Maintaining a Class Action

Appellants argue that the circuit court further abused its discretion by failing to consider all of Rule 2-231(c)'s requirements for maintaining a class action.[12] Specifically,

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[12] Rule 2-231(c) provides:

> **(c) Class Actions Maintainable.** Unless justice requires otherwise, an action may be maintained as a class action if the prerequisites of section (b) are satisfied, and in addition:
>
> > (1) the prosecution of separate actions by individual members of the class would create a risk of (A) inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for the party opposing the class, or (B) adjudications with respect to individual members of the class that would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; or
> >
> > (2) the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole; or
> >
> > (3) the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members and that a class action is superior to other available methods for the fair and efficient adjudication of the

Appellants point out that the circuit court only considered Rule's 2-231(c)(3)'s requirement regarding predominance, and not (c)(1) pertaining to "inconsistent or varying adjudications" or (c)(2) pertaining to injunctive or declaratory relief for the class as a whole.

Appellants are correct that the circuit court did not consider Rules 2-231(c)(1) and (c)(2), but the circuit court was not required to do so. "[W]hen a class does not satisfy the threshold requirements of Md. Rule 2-231[(b)], it is not necessary for a court to consider the requirements of Rule 2-231[(c)]."[13] *Creveling*, 376 Md. at 90 n.6. Thus, even though the circuit court did not analyze whether Appellants could maintain a class action under Rules 2-231(c)(1) or (c)(2), we see no basis for reversal. Appellants simply did not meet the Rule 2-231(b) prerequisites.

III. Even if dismissal of this appeal is not appropriate, the circuit court did not err in granting summary judgment to Appellees.

Summary judgment is governed by Md. Rule 2-501. Under this rule, a court shall

> controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution of separate actions, (B) the extent and nature of any litigation concerning the controversy already commenced by members of the class, (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, (D) the difficulties likely to be encountered in the management of a class action.

[13] *Creveling* was decided in 2003, prior to the 2019 amendment of Md. Rule 2-231 that added a new subsection (a). Thus, *Creveling*'s references to specific subsections does not precisely align with how the same subsections are lettered today. No one here suggests that the addition of subsection (a), or the relettering that followed, somehow affect the viability of *Creveling*.

enter judgment if there is no genuine dispute as to any material fact and a party is entitled to judgment as a matter of law. Md. Rule 2-501(f). A party resisting a motion for summary judgment must identify particular facts that establish a genuine dispute, and "[a] response asserting the existence of a material fact or controverting any fact contained in the record shall be supported by an affidavit or other written statement under oath." Md. Rule 2-501(b). *See also Remsburg v. Montgomery*, 376 Md. 568, 580 (2003) (noting that "neither general denials nor proffered facts which lack detail and precision are sufficient to defeat a properly plead motion for summary judgment").

Appellate review of the granting of a motion for summary judgment is *de novo* and involves two steps. *Nationwide Mut. Ins. Co. v. Wilson*, 167 Md. App. 527, 534–35 (2006). To start, we examine whether a genuine dispute as to a material fact exists. *Id.* at 535. Then, if there is no such dispute, we review whether summary judgment was properly granted as a matter of law. *Id.* Throughout this process, "we construe the facts properly before the court, and any reasonable inferences that may be drawn from them, in the light most favorable to the non-moving party." *Id.* (quoting *Remsburg v. Montgomery*, 376 Md. 568, 579 (2003)). Additionally, as a general rule, we will only affirm a grant of summary judgment "on the grounds relied on by the [circuit] court." *Mitchell v. Baltimore Sun Co.*, 164 Md. App. 497, 508 (2005) (internal quotations omitted).

Reasonable reliance on defendant's falsity is one of the five elements a plaintiff must prove in order to sustain a claim of fraud, including one based on fraudulent inducement. *Hoffman v. Stamper*, 385 Md. 1, 28 (2005); *e.g.*, *Rozen v. Greenberg*, 165 Md. App. 665, 674 (2005) (applying *Hoffman v. Stamper* fraud elements, including

plaintiff's reasonable reliance on defendant's false representation, where fraud theory is fraudulent inducement). Thus, to survive a motion for summary judgment on a fraudulent inducement claim, a plaintiff must show, with verified evidence,[14] that there is at least a material dispute about whether they reasonably relied on defendant's falsity. Bald allegations or unverified statements of such reliance are insufficient to avoid summary judgment. *See, e.g.*, *Thornton Mellon LLC v. Frederick County Sheriff*, 479 Md. 474, 514 (2022) ("Without more, [plaintiff's] bald, unsupported allegation in the complaints . . . is insufficient to generate a genuine dispute of material fact."); *George v. Baltimore Cty.*, 463 Md. 263, 273 (2019) ("Facts alleged in pleadings are not, by that means alone, before the court as facts for summary judgment purposes. Ordinarily, mere allegations neither establish facts, nor show a genuine dispute of fact." (cleaned up)).

Here, the undisputed evidence from Appellees showed no reliance on the part of Ms. Slappy-Hawkins and Mr. Sniadach. Ms. Slappy-Hawkins settled her claim knowing that a portion of it—$6,385.00—was covered by Med-Pay. In short, there was no deceit. Mr. Sniadach settled his claim knowing that he had not gotten an answer (one way or the other) about the availability of Med-Pay. Even if one could conclude that Appellees should have disclosed the availability of Med-Pay to Mr. Sniadach sooner, he knew that he was unaware of the availability of Med-Pay when he settled his claim. For him, in

[14] Admissions by parties in their pleadings may be "considered to be substantive evidence of the facts admitted." *Castiglione v. Johns Hopkins Hosp.*, 69 Md. App. 325, 336 (1986). However, Appellants did not identify any such admissions by Appellees in this case to establish reliance.

short, there was no reliance. Appellants' unverified arguments to the contrary (i.e., had Appellants not been told that Med-Pay was unavailable, Appellants would not have released their claims) were simply insufficient to have survived summary judgment.

APPEAL DISMISSED. COSTS TO BE PAID BY APPELLANTS.