Circuit Court for Prince George's County
Case No. CAL22-30416

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1828

September Term, 2023

6525 BELCREST ROAD, LLC

v.

DEWEY, L.C.

Zic,
Kehoe, S.,
McDonald, Robert N.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zic, J.

Filed: March 6, 2025

* 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 Maryland Rule 1-104(a)(2)(B).

Appellant 6525 Belcrest Road, LLC, as tenant, and Appellee Dewey, L.C., as landlord, entered into a lease for a surface parking lot ("Ground Lease"). In 2020, Dewey attempted to exercise the substitute parking provision in the Ground Lease, but Belcrest objected. Pursuant to the Ground Lease, the dispute went to arbitration. The arbitrator issued the Final Award in favor of Dewey on August 12, 2021. Belcrest filed a "petition to vacate arbitration award" in the Circuit Court for Prince George's County, arguing that the Final Award was procured by fraud. Dewey filed a motion to dismiss Belcrest's petition, and the circuit court granted the motion to dismiss. Belcrest appealed.

BACKGROUND

This is the fourth appeal before this Court regarding a surface parking lot in Hyattsville, Maryland. *See 6525 Belcrest Rd. LLC v. Prince George's Cnty. Council*, No. 726, Sept. Term 2021, 2022 WL 1416683 (Md. App. May 4, 2022) ("*Belcrest I*"); *6525 Belcrest Rd. LLC v. Dewey L.C.*, No. 1393, Sept. Term 2021, 2022 WL 14486316 (Md. App. Oct. 25, 2022) ("*Belcrest II*"); *6525 Belcrest Rd. LLC v. Dewey L.C.*, No. 1393, Sept. Term 2021, 2022 WL 14437630 (Md. App. Oct. 25, 2022) ("*Belcrest III*"). We have provided an abbreviated recitation of the facts most relevant to this appeal below.

The Ground Lease and The Notice of Substitution

In 1998, Dewey entered into the Ground Lease with Belcrest's predecessor to lease a surface parking lot in Hyattsville, Maryland. The Ground Lease was first amended in 2014 ("First Amendment") and Belcrest became subject to the amended Ground Lease in 2015 pursuant to an Assignment and Assumption agreement.

Section VI of the Ground Lease grants Dewey the right "to substitute for the then Leased Premises (the 'Original Leased Premises') the Substituted Leased Premises, as hereinafter defined, whereupon such Substituted Leased Premises shall for all purposes of this Ground Lease become the Leased Premises." "Such exchange of property" is subject to several enumerated terms and conditions described in the Ground Lease. Section 6.1(f), as amended, defines "Substituted Leased Premises":

> For purposes hereof, "Substituted Leased Premises" shall mean the Temporary Substituted Leased Premises or the Permanent Substituted Leased Premises, as applicable. . . . For purposes hereof, "Permanent Substituted Leased Premises" shall mean any portion of, or space in any structured parking facility constructed (at no expense to Tenant) upon, the real property described as follows: (i) Tax Parcel "A" on the north side of the Triangle Area; (ii) the parking structure located on Tax Parcel "H" known as *Parking Garage A*; and (iii) the below-grade parking structures . . . known as *Parking Garage B*.

(Emphasis added). Garage A is owned by New Town Parking, LLC, ("New Town") and Garage B is owned by a separate entity and leased by New Town Metro I, LLC ("New Town Metro").[1]

On May 5, 2020, Dewey sent a Notice of Substitution (also referred to as the "Exchange Notice") to Belcrest that stated: "Pursuant to Section 6.[1(f)] of the First Amendment to the Ground Lease, this letter shall provide notice of New Permanent Substituted Lease[d] Premises. [Belcrest] will be allocated 864 spaces in Garage A and

[1] Both New Town and New Town Metro are affiliates of The Bernstein Companies.

142 spaces in Garage B."[2] The substitution was due to a redevelopment plan by Dewey that would remove the surface parking lot. The redevelopment plan was the subject of *Belcrest I*. *See Belcrest I*, at *9 (affirming the approval of Dewey's redevelopment plans by the County Council for Prince George's County).

The Arbitration Proceeding

As Dewey initiated steps to redevelop the surface parking lot, Belcrest filed a complaint for declaratory judgment on April 14, 2020, claiming that Dewey did not have the right to "depriv[e] Belcrest of its recognized and vested legal and/or equitable rights" in the surface parking lot. Dewey filed an Arbitration Demand pursuant to § 11.12 of the Ground Lease. The parties proceeded with arbitration and the circuit court stayed the case. Throughout the arbitration proceeding, Dewey filed three motions for partial summary judgment, the second of which is most relevant here.

In Dewey's second motion, it sought summary judgment as to the validity of the Exchange Notice and argued that it "fully complied with the Exchange of Leased Premises provisions of the Ground Lease and First Amendment." Along with the motion, Dewey submitted the affidavit of Joseph Galli ("Galli Affidavit"), the executive vice president of The Bernstein Companies. In the affidavit, Mr. Galli attests that Garage A is owned by New Town and that New Town leased 842 spaces in Garage A to Dewey "for the purpose of providing substitute parking for [Belcrest] pursuant to the Parking

[2] Dewey sent a Supplemental Notice of Substitution to Belcrest on January 7, 2021, which corrected the number of parking spaces available in Garage A to 919 spaces.

Exchange Notice." The Galli Affidavit further states that New Town Metro leases 700 spaces in Garage B and has sublet 142 spaces to Dewey for the same purpose.

The arbitrator partially granted the motion for summary judgment, specifically determining: "The Exchange Notice is not invalidated on the grounds that the vested rights of [Belcrest] in the Substituted Leased Premises are less than those held in [] the original Leased Premises. The Exchange Notice is not invalidated because of an inability to record any document rights[.]"[3] The motion was partially denied only "for lack of evidence relating to the access to the garages and the exclusivity of the parking spaces for use by [Belcrest,]" two conditions required by the Ground Lease. In the arbitrator's third partial grant of summary judgment, he reaffirmed that Dewey has no obligation to give Belcrest any "assurances" regarding ownership or control of the Substituted Leased Premises.

On August 12, 2021, the arbitrator issued the Final Award in favor of Dewey:

> ORDERED, that Dewey, L.C. was within its rights under the Ground Lease and the First Amendment to make a parking substitution under Paragraph 6[.1](f) of the Ground Lease and First Amendment and the Parking Exchange Notices issued by [Dewey] are a valid and legally binding exercise of those rights[.]

The Final Award incorporated by reference the prior partial grants of summary judgment.

On or about October 5, 2021, the circuit court confirmed the Final Award, thereby denying the petition to vacate the arbitration award filed by Belcrest on September 13,

[3] In context of the arbitrator's order, "document rights" refers to the existence (or non-existence) of any physical document, such as a lease agreement, demonstrating property interests in the Substituted Leased Premises.

2021. Belcrest appealed the denial of that petition, and this Court affirmed the judgment of the circuit court. *See Belcrest II*. Following the conclusion of the arbitration, the circuit court dismissed the case. Belcrest additionally appealed the dismissal of the case and this Court again affirmed. *See Belcrest III*, at *4.

The Bankruptcy Proceeding and The New Town Assignment

On May 19, 2021, before the arbitration had concluded, Belcrest filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York. *In re 6525 Belcrest Road, LLC*, No. 21-10968-MEW, 2023 WL 8519946 (Bankr. S.D.N.Y. 2023). Belcrest sought to reject the Ground Lease pursuant to § 365 of the Bankruptcy Code and Dewey filed a proof of claim seeking damages based on the rejection of the Ground Lease.

The Bankruptcy Court ordered Dewey to produce "any written agreements, leases, or subleases (the 'Agreements') between Dewey and Bernstein . . . that relate to the substituted parking under [the Ground Lease.]" Dewey did not produce a lease for Garage A or a sublease for Garage B but did produce an Assignment and Assumption of Parking Lease between New Town and Dewey ("Assignment"). The Assignment, dated February 14, 2019, would transfer all rights Dewey held in the Ground Lease to New Town as of the "Transfer Date." Paragraph 3 of the Assignment provided:

> On or before September 30, 2021, [Dewey] agrees to send an Exchange Notice to [Belcrest], pursuant to Section 6.1 of the [Ground] Lease, notifying [Belcrest] that effective on a date not less than thirty (30) days following the date of the Exchange Notice (the "Transfer Date"), the top three floors of Garage A will become the Permanent Substituted Leased

> Premises. The Exchange Notice shall be substantially in the form attached hereto as Exhibit B.

Dewey also produced the First Amendment to the Assignment, which included the following two relevant updates:

> Exchange Notice; Transfer Date. [Dewey] and [New Town] hereby agree that the Exchange Notice requirements of the Assignment have been satisfied and the actual exchange of leased premises and the Transfer Date remains subject to the favorable outcome of the Arbitration whereby the substitute parking arrangement under Section 6.1 of the [Ground] Lease is immediately enforceable. . . .
>
> Substituted Leased Premises. The parties hereby agree and confirm that the Substituted Leased Premises in Paragraph 3 of the Assignment (as of the Transfer Date) shall be amended to be the top three and a half floors of [New Town's] Garage A and one hundred forty-two (142) of the parking spaces that [New Town] has lease rights to in Garage B.

The First Amendment to the Assignment was signed by Mr. Galli on April 28, 2021. These documents were provided to Belcrest for the first time in June of 2022.

On November 15, 2022, Mr. Galli was deposed and questioned about the veracity of his statements in the prior submitted affidavit. When asked whether there was a written lease between Dewey and New Town for 842 spaces in Garage A, Mr. Galli stated: "There's an assignment of a parking lease. That's a lease. It should've been written better, but there's an assignment of a parking lease from New Town to Dewey." When asked about the purported sublease for Garage B, Mr. Galli stated: "There was no written sublease. No. But it was implied that we were providing 142 spaces for the purpose of providing substitute parking for the tenant pursuant to this transfer."

An email exchange was also submitted to the Bankruptcy Court that showed a discussion regarding how to describe Dewey's rights in Garages A and B in the Galli Affidavit. The emails included Timothy Maloney (Dewey's attorney), M. Scott DeCain (Dewey's manager), and Mr. Galli. Mr. DeCain said, in an email responding to Mr. Maloney, that the agreement that gives Dewey the right to designate parking in the Garages "is the assignment, but [I] think we do not want to get into that, though [I] am not sure why." The email exchange culminates in the decision to include the above referenced language of a lease and sublease in the Galli Affidavit.

At a hearing before the Bankruptcy Court, Mr. DeCain was questioned about the email exchange, the Galli Affidavit, and the Assignment. Mr. DeCain admitted to the court that there was no lease or sublease for the Garages and stated, "I think it should have said an assignment of the lease" and "I think it would be more technically accurate, yeah."

Belcrest argued, both pre- and post-trial, that Dewey should be "estopped from relying on the existence of the First Amendment to the Assignment Agreement" and "estopped from asserting that it is the Landlord under the Ground Lease." *In re 6525 Belcrest*, at *16. Belcrest's estoppel claims were based on the argument that Dewey "fraudulently misrepresented to the arbitrator that Dewey had entered into leases and subleases with New Town, and that Dewey intentionally concealed the existence of the Assignment[.]" *Id.*

The Bankruptcy Court made the following finding regarding any alleged reliance by the arbitrator on Dewey's false statements:

> Belcrest is wrong in contending that the arbitrator "relied" on Dewey's prior statements in a way that affected the outcome of the arbitration proceeding. One of the arbitrator's decisions referred to Dewey's contentions about leases and subleases as uncontested facts. But the arbitrator held in that same decision that the Ground Lease permitted the parking substitution, that the Landlord would be permitted to make further substitutions if they became necessary, that the details of Dewey's arrangements with New Town were not relevant and that Belcrest had no right to obtain any further information about those arrangements. The arbitrator reconfirmed those rulings in the May 18, 2021 decision.

Id. at *18. The Bankruptcy Court ultimately allowed Dewey's proof of claim in the amount of $ 2,428,675.83. *Id.* at *25. Belcrest appealed the Bankruptcy Court's determination, and that appeal is pending.

Petition to Vacate for Fraud

On February 22, 2023, while the bankruptcy case was ongoing, Belcrest filed a verified amended petition to vacate the arbitration award ("Petition"), arguing that the Final Award was "procured by corruption, fraud, or other undue means." More specifically, Belcrest argued that the Final Award was procured by fraud because Dewey made false representations to the arbitrator and the arbitrator relied on those false representations when issuing the Final Award. On July 26, 2023, Dewey filed a motion to dismiss the Petition, arguing that there was no fraud and that the claimed fraud did not

procure the Final Award. Following a hearing, the circuit court granted Dewey's motion to dismiss. Belcrest filed this timely appeal.[4]

QUESTIONS PRESENTED

Belcrest presents two questions for our review, which we have recast and rephrased as one:[5]

[4] Belcrest provides an affirmative argument as to the timeliness of this appeal, which Dewey does not contest. The order being appealed is dated in the record as entered on August 15, 2023. However, the actual order was not available for either party to review in CaseSearch until October 2, 2023.

For purposes of Maryland Rule 8-202, which governs the timeliness of an appeal, the date of entry of judgment is determined in accordance with Rule 2-601. *Won Bok Lee v. Won Sun Lee*, 466 Md. 601, 621 (2020) (citing *Hiob v. Progressive Am. Ins. Co.*, 440 Md. 466, 471 (2014)). In order to be deemed effective, a "judgment shall be set forth on a separate document" and "entered as provided in section (b) of th[e] Rule." Md. Rule 2-601(a)(1),(4). Further, "to constitute an effective judgment under Maryland Rule 2-601 and start the thirty-day appeal period set forth in Maryland Rule 8-202(a), a judgment must satisfy Maryland Rule 2-601(b)(2) and (b)(3)." *Won Bok Lee*, 466 Md. at 629. Together, Rules 2-601(b)(2)-(3) require that the clerk "enter a judgment by making an entry of it on the docket of the electronic case management system" and that "the docket entry and the date of the entry shall be available to the public through the CaseSearch feature on the Judiciary website[.]" Therefore, pursuant to Maryland Rule 2-601, the effective date of entry of the judgment appealed is October 2, 2023.

Maryland Rule 8-202(c), and the associated committee note, provides that a notice of appeal of an order denying a motion filed pursuant to Rule 2-535 must be filed within 30 days after entry of the order, so long as the motion was filed within ten days after entry of judgment. Belcrest filed a motion pursuant to Maryland Rule 2-535 on October 11, 2023. The circuit court denied that motion on November 9, 2023. Belcrest then filed the notice of appeal on November 17, 2023. As such, this appeal is timely. Md. Rule 8-202(c).

[5] Belcrest phrased the questions as follows:

> 1. Did the circuit court err in dismissing Belcrest's Petition to Vacate Arbitration Award for procurement by fraud under § 3-224(b) of the Maryland Uniform Arbitration

(continued)

Whether the circuit court erred in dismissing the petition to vacate the Final Award.

For the following reasons, we affirm.

STANDARD OF REVIEW

We review the grant of a motion to dismiss de novo. *Sullivan v. Caruso Builder Belle Oak, LLC*, 251 Md. App. 304, 316 (2021). In order to survive a motion to dismiss, "[a] pleading must contain 'such statements of fact as may be necessary to show the pleader's entitlement to relief or ground of defense.'" *Id.* at 316-17 (quoting Md. Rule 2-303(b)). In the present case, the circuit court dismissed a petition to vacate an arbitration award. "An appellate court reviews without deference a trial court's ruling on a petition to vacate an arbitration award." *Prince George's Cnty. Police Civilian Employees A'ssn. v. Prince George's Cnty*, 447 Md. 180, 192 (2016) ("*Civilian Employees*") (citation omitted).

However, "[t]he scope of judicial review of arbitral awards is 'very narrowly limited.'" *Amalgamated Transit Union, Local 1300 v. Maryland Transit Administration*, 244 Md. App. 1, 12 (2019) (quoting *Civilian Employees*, 447 Md. at 192). "Indeed, the standard of review in this context is among the narrowest known to the law."

Act, where the arbitrator relied upon Dewey's submission of an affidavit that it and the affiant later acknowledged to be false, as well as Dewey's concealment of a pending assignment of its rights under the Ground Lease?

2. Did the circuit court abuse its discretion in denying Belcrest's unopposed Motion to Exercise Revisory Power under Rule 2-535?

Amalgamated, 244 Md. App. at 12 (citations and quotation marks omitted). "We generally defer to an arbitrator's finding of fact and her application of the law . . . even when these are erroneous." *Id.* at 12 (citations omitted). And so, while we will not defer to the circuit court's ruling, we will apply a deferential review to the question of whether an arbitration panel's award should be vacated.

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN DISMISSING THE PETITION TO VACATE THE FINAL AWARD.

A. The Parties' Contentions

Belcrest argues that the Final Award was procured by fraud and, therefore, that the court is required to vacate the award pursuant to Md. Code Ann., Cts & Jud. Proc. ("CJP") § 3-224(b)(1) (1973, 2020 Repl. Vol.). Belcrest asserts that Dewey committed fraud in three regards: "(1) submitting false testimony in Mr. Galli's affidavit . . . ; (2) maintaining this position throughout the arbitration; and (3) concealing the Assignment with New Town[.]" Belcrest maintains that it "could not and did not discover the nonexistent lease and sublease even after exercising due diligence, prior to and throughout the arbitration." Belcrest further contends that "the fraudulent misrepresentations as to Dewey's leasehold interests in the parking garages were materially related to an issue at the arbitration." Belcrest argues that the alleged fraud was foundational to the arbitrator's decision because the arbitrator listed the existence of the lease for Garage A and sublease for Garage B as material and uncontested facts in the summary judgment order, which was incorporated in the Final Award. Belcrest then

asserts that "the arbitrator concluded from these facts that Dewey could exercise the exchange provision under the Parking Ground Lease."

Dewey argues that the Galli Affidavit was not fraudulent because there was a legal commitment by New Town to provide substitute parking in Garages A and B. Dewey asserts that "[t]he basic facts remain unchanged regardless of the nomenclature used to describe Dewey and New Town's agreement regarding the parking spaces" and so, "[t]he legal classification of this arrangement, even if it was inaccurate or false, is not 'fraudulent' for the purpose of providing a legal basis for vacating the award." Dewey then contends that the alleged fraud is not extrinsic and "is of not the type of error warranting vacating the award pursuant to [CJP] § 3-224." Dewey further argues that the arbitrator did not rely on the statements in the Galli Affidavit in issuing the Final Award and, therefore, that the Final Award was not procured by fraud. Dewey specifically contends that the arbitrator rejected the claim that Dewey was required to "possess a written lease or show control of the substitute parking[.]" Dewey cites to the Bankruptcy Court's statement that "the details of Dewey's arrangement with New Town were not relevant and that Belcrest had no right to obtain any further information about those arrangements." Dewey asserts that discovery of the Assignment "would not have provided Belcrest with any meritorious claims that could have been raised in the arbitration[,]" and that Belcrest admitted this in the Bankruptcy Court.

For the reasons that follow, we agree with Dewey and conclude that the alleged fraud did not procure the Final Award and that the circuit court did not err in dismissing the Petition.[6]

B. Discussion

The Maryland Uniform Arbitration Act ("MUAA") provides:

> (b) The court shall vacate an award if:
>
> > (1) An award was procured by corruption, fraud, or other undue means[.]

CJP § 3-224. The MUAA "was purposefully meant to mirror the language of the [Federal Arbitration Act]." *Walther v. Sovereign Bank*, 386 Md. 412, 423-24 (2005) ("The [MUAA] has been called the State analogue . . . to the Federal Arbitration Act." (citations and internal quotation marks omitted)). Accordingly, we look to the Federal Arbitration Act ("FAA") and relevant federal case law for persuasive guidance.

The FAA, at 9 U.S.C. § 10, states:

> (a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration --
>
> > (1) where the award was procured by corruption, fraud, or undue means[.]

[6] Because we conclude that Dewey's complained of conduct did not procure the Final Award, we need not address whether Dewey's conduct constitutes fraud in the context of CJP § 3-224(b)(1).

Federal courts have established the following three-part test to determine whether an arbitration award was procured by fraud and must be vacated:

> [F]irst, that there was a fraud in the arbitration, which must be proven with clear and convincing evidence; second, that the fraud was not discoverable through reasonable diligence before or during the arbitration; and, third, that the fraud was materially related to an issue in the arbitration.

France v. Bernstein, 43 F.4th 367, 378 (3d Cir. 2022); *see also MCI Constructors, LLC v. City of Greensboro*, 610 F.3d 849, 858 (4th Cir. 2010) (citations omitted). In applying the third element, courts have held that "[f]or fraud to be material within the meaning of Section 10(a)(1) of the FAA, petitioner must demonstrate a nexus between the alleged fraud and the decision made by the arbitrators, although petitioner need not demonstrate that the arbitrators would have reached a different result." *Odeon Capital Group, LLC v. Ackerman*, 864 F.3d 191, 196 (2d Cir. 2017) (citations omitted); *see also France*, 43 F.4th at 381; *Forsythe Int'l, S.A. v. Gibbs Oil Co. of Tex.*, 915 F.2d 1017, 1022 (5th Cir. 1990).

Furthermore, in applying the FAA, the Fourth Circuit held that "§ 10(a)(1) 'does not provide for vacatur in the event of any fraudulent conduct, but only where the *award was procured* by corruption, fraud, or undue means[.]'" *MCI Constructors*, 610 F.3d at 858 (quoting *Forsythe Int'l, S.A.*, 915 F.2d at 1022). There must be evidence that the fraud "actually factored into the arbitration panel's [] determination[.]" *MCI Constructors*, 610 F.3d at 858-59. In light of the purposefully mirrored language, we will apply the same requirement to the MUAA. *See Walther*, 386 Md. at 424.

The Galli Affidavit, which was submitted to the arbitrator by Dewey, includes the following two statements:

> New Town Parking LLC has leased 842 spaces in Garage A to Landlord (Dewey L.C.) for the purpose of providing substitute parking for the Tenant (6525 Belcrest Road, LLC) pursuant to the Parking Exchange Notice.
>
> * * *
>
> New Town Metro I, LLC has sublet 142 parking spaces in Garage B to Landlord (Dewey L.C.) for the purpose of providing substitute parking for the Tenant pursuant to the Parking Exchange Notice.

In the arbitrator's second order granting partial summary judgment, the arbitrator recited the following:

> The substituted parking spaces in Garage A are leased by [Dewey] from New Town Metro I, LLC, the owner of Garage A.[7]
>
> Garage B is owned by a third-party and leased to New Town Metro I, LLC which, in turn sublets Garage B to [Dewey].

Later in the order, the arbitrator states, "the record is devoid of any document, recorded or otherwise, signed by anyone other than [Dewey and Belcrest]. The First Amendment explicitly included possible substitute properties that were not owned by [Dewey] at the time." The arbitrator then concluded that "no such requirement or prerequisite [of recorded commitments establishing privity] has materialized since [Belcrest] assumed the Ground Lease."

[7] The owner of Garage A is New Town, not New Town Metro; however, the two entities are affiliated and neither party raises this error in their briefs.

The arbitrator additionally concluded, in the third order granting partial summary judgment, that "the Ground Lease provides that [Dewey] can make substitutions 'at any time' and 'from time to time' and includes no obligation for the landlord to give 'assurances' to which [Belcrest] maintains it is entitled."

There is no nexus between the alleged fraud and the decisions of the arbitrator. While the arbitrator listed the existence of the lease and sublease as "facts,"[8] the arbitrator acknowledged there was no actual lease or sublease included in the record and states that there was no requirement in the Ground Lease that Dewey provide any agreements to Belcrest to prove privity between Dewey and New Town as to Garages A and B. If the Assignment had been produced during the arbitration instead of the Galli Affidavit, the arbitrator's conclusions would have been wholly unaffected because the arbitrator did not rely on the existence of a lease and sublease to determine that the Exchange Provision is valid. In fact, the arbitrator specifically determined that the Exchange Provision was not invalidated despite a lack of any documents signed by any parties other than Belcrest and Dewey. Thus, the arbitrator's written orders make clear that the statements in the Galli Affidavit did not actually factor into the arbitrator's determination of the validity of the Exchange Notice.

[8] The arbitrator clarifies at the opening of the "facts" section of the second summary judgment order that he is not making findings of fact because this is a ruling on a motion for summary judgment and to do so would be inappropriate. Instead, the recitation that follows is the facts that are "largely uncontested." The arbitrator further states that "the recitation below and the Discussion that follows are to narrow or resolve issues so that there can be focus on the unresolved matters[.]"

Furthermore, while not binding on this Court, we find the Bankruptcy Court's analysis on this issue persuasive. The Bankruptcy Court analyzed the same evidence as this Court regarding the alleged fraud in the arbitration. The Bankruptcy Court found that the arbitrator did not rely on Dewey's statements regarding the lease and sublease and "that the failure to disclose the existence of the Assignment Agreement was not relied upon by the arbitrator and did not alter the outcome of the arbitration." We agree.

Accordingly, we hold that the alleged fraud did not procure the Final Award and, therefore, the circuit court did not err in dismissing the Petition.

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