

Circuit Court for Montgomery County  
Case No. C-15-CV-22-002544

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1853

September Term, 2023

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MAURICIO GUZMAN

v.

KATHERINE DROULISKOS, ET AL

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Graeff,  
Nazarian,  
Zic,

JJ.

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Opinion by Zic, J.

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Filed: January 17, 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, Mauricio Guzman, filed a four-count amended complaint in the Circuit Court for Montgomery County on February 10, 2023, against Katherine Drouliskos and Dennis Yeakim (“Appellees”). Mr. Guzman sought a judgment against Appellees for breach of contract, fraud, negligent misrepresentation, and nullification of fraudulent conveyance. All four counts relate to a loan made by Mr. Guzman to Bill Yeakim (“Mr. Yeakim”) for \$40,000 (“Loan”). After Mr. Yeakim passed away, his daughter, Ms. Drouliskos, communicated with Mr. Guzman about the Loan. On May 23, 2023, Mr. Guzman filed a motion to compel discovery and/or for sanctions against Ms. Drouliskos. On June 9, 2023, Appellees individually filed motions for summary judgment. Following a hearing, the court denied Mr. Guzman’s motion to compel and granted Appellees’ motions for summary judgment on all four counts.

### **QUESTIONS PRESENTED**

Mr. Guzman presents three questions for our review, which we have recast and rephrased as follows:<sup>1</sup>

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<sup>1</sup> Mr. Guzman phrased the questions as follows:

1. Whether the Circuit Court Erred When it Held That a Written Guaranty of Bill Yeakim’s Debt was Required When Ms. Drouliskos Began Operating Bill Yeakim’s Business After His Death, Said She was Handling Debts After Bill Yeakim’s Death, and Obtained Assurances That Mr. Guzman Would Not Talk to Her Mother About the Debt.
2. Whether The Circuit Court Erred When it Determined That Statements by Ms. Drouliskos Were too Vague to Constitute False Representations When She Falsely told

(continued)

1. Whether the circuit court erred in finding no enforceable contract between Ms. Drouliskos and Mr. Guzman.
2. Whether the circuit court erred in finding that Ms. Drouliskos' statements were too vague to constitute false representations as required to prove fraud and negligent misrepresentation.
3. Whether the circuit court abused its discretion in granting Ms. Drouliskos' motion for summary judgment without first compelling discovery.

For the following reasons, we affirm.

### **BACKGROUND**

This case arises out of a written loan agreement entered by Mr. Guzman and Mr. Bill Yeakim on September 20, 2011. Mr. Guzman loaned Mr. Yeakim “Forty Thousand Dollars (\$40,000) with interest at the rate of eight percent (8%) per annum at an even monthly rate over the period from November 1, 2011 to October 1, 2016.” The Loan further stated: “Collateral for this value is the Real Property with address at 12933 Alderleaf Drive, Germantown, MD 20874.”

Mr. Yeakim passed away on or about June 10, 2012, and was survived by his wife, Georgia Yeakim, and his two children, Ms. Drouliskos and Dennis Yeakim. Mr. Yeakim made no payments on the Loan during his life. Upon Mr. Yeakim's death, Ms. Yeakim

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Mr. Guzman that She was Handling Bill Yeakim's Post Death Affairs and Paying his Debts.

3. Whether it was an Abuse of Discretion for the Circuit Court to Rule on the Summary Judgment Motion Before Compelling Discovery When Ms. Drouliskos had Refused to Provide Information on Her Income and Bill Yeakim's Business.

opened a small estate listing only a “possible wrongful death claim on behalf of decedent’s estate” but no claim was ever pursued. The estate reported no additional assets. Ms. Drouliskos was not involved in the administration of the estate.

Mr. Yeakim operated an insurance business during his lifetime. Mr. Guzman used this insurance company to provide insurance coverage for his business, Tony’s Cleaning Service, LLC.

Mr. Guzman learned of Mr. Yeakim’s death “about one month after his passing.” After Mr. Yeakim’s death, Mr. Guzman contacted Ms. Drouliskos, who “advised Mr. Guzman that she was handling Mr. Yeakim’s post death personal affairs.” Mr. Guzman and Ms. Drouliskos communicated via text messages on numerous occasions over the course of several years.<sup>2</sup> To summarize, the text messages contain references to the sale of a townhouse,<sup>3</sup> communications to schedule time to meet in person, and one message in particular where Mr. Guzman says “I need to talk to you about the money,[ ]when I can have the money[.]” In a text message sent on November 19, 2021, Ms. Drouliskos said she will “type something up today[.]” On December 11, 2021, Ms. Drouliskos sent the following email, reproduced in full, to Mr. Guzman:

Good Evening,

Mr. Bill Yeakim (Yeakim Insurance) Bill Yeakim (Deceased)  
Borrowed A Lump Sum from Tony Guzman.

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<sup>2</sup> The text messages produced during discovery span from August 2017 through November 2021.

<sup>3</sup> The townhouse referenced in the text messages is 12933 Alderleaf Drive, the property listed as collateral for the Loan. The townhouse was sold on May 25, 2017, without Mr. Guzman’s knowledge.

It is December 11, 2021 and The Family is trying to find a way to Repay this Money back. The Loan was Between BILL AND TONY ONLY. But Mr. Guzman has been speaking with Kathy Drouliskos.

Kathy is trying to get a loan to Repay back the money from a loan from her Business. Yeakim Insurance to Payback. This is the only way she can help Mr. Guzman and his Family to repay back the Loan that Mr. Bill Yeakim Borrowed which is Deceased now.

Regards,

Yeakim Insurance

On February 10, 2023, Mr. Guzman filed a four-count amended complaint<sup>4</sup> against Appellees for breach of contract, fraud, negligent misrepresentation, and nullification of fraudulent conveyance. Mr. Guzman filed a motion to compel discovery and/or for sanctions against Ms. Drouliskos on May 23, 2023. On June 9, 2023, Appellees each filed separate motions for summary judgment.<sup>5</sup>

The court held a hearing on September 19, 2023, to address the motion to compel and the motions for summary judgment. In an oral opinion on October 20, 2023, the court denied Mr. Guzman's motion to compel and granted Appellees' motions for summary judgment as to all four counts. The court entered a written order on November 6, 2023. This appeal followed. Additional facts are presented as necessary below.

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<sup>4</sup> The initial complaint was filed on July 7, 2022, and named only Ms. Drouliskos as a defendant. The amended complaint added Dennis Yeakim as a defendant for the count of nullification of fraudulent conveyance.

<sup>5</sup> Ms. Drouliskos sought summary judgment as to all four counts and Dennis Yeakim sought summary judgment as to nullification of fraudulent conveyance.

## STANDARD OF REVIEW

Summary judgment is proper when “there is no genuine dispute as to any material fact and [] the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f). “We review the circuit court’s grant of summary judgment *de novo*.” *Bd. of Cnty. Comm’rs of St. Mary’s Cnty. v. Aiken*, 483 Md. 590, 616 (2023) (citation omitted). “We conduct an independent review of the record to determine whether a general dispute of material facts exists and whether the moving party is entitled to judgment as a matter of law.” *Id.* (citation omitted). “We review the record in the light most favorable to the non-moving party and construe any reasonable inferences which may be drawn from the facts against the movant.” *Gambrill v. Bd. of Educ. of Dorchester Cnty.*, 481 Md. 274, 297 (2022) (quoting *Md. Cas. Co. v. Blackstone Int’l, Ltd.*, 442 Md. 685, 694 (2015)). “We do not endeavor to resolve factual disputes, but merely determine whether they exist and are sufficiently material to be tried.” *Gambrill*, 481 Md. at 297 (citing *Newell v. Runnels*, 407 Md. 578, 607 (2009)).

Furthermore, it is a “well-established general rule that in appeals from the granting of a motion for summary judgment, absent exceptional circumstances, Maryland appellate courts will only consider the grounds upon which the [circuit] court granted summary judgment[.]” *Selective Way Ins. Co. v. Fireman’s Fund Ins. Co.*, 257 Md. App. 1, 34 (2023) (citation and quotation marks omitted).

## DISCUSSION

### I. THE CIRCUIT COURT DID NOT ERR IN FINDING NO ENFORCEABLE CONTRACT BETWEEN MR. GUZMAN AND MS. DROULISKOS.

#### A. The Statute Of Frauds

Mr. Guzman argues that the court erred in granting Ms. Drouliskos’ motion for summary judgment as to Count 1 (Breach of Contract). Mr. Guzman contends that the alleged promise by Ms. Drouliskos does not fall within the Statute of Frauds because the main purpose of her promise was to repay a debt owed by a business he states she now operates.

Appellees argue that the alleged contract “is barred by the Statute of Frauds and did not evidence an enforceable promise to pay.” Appellees state that it is “undisputed” that the Loan was a “personal debt of [Mr.] Yeakim alone” and that Mr. Guzman is seeking to enforce a promise to pay the debt of another. Appellees further contend that “the email and texts are ambiguous” and “lack essential terms[.]”

The Statute of Frauds requires that “any special promise to answer for the debt, default, or miscarriage of another person” must be “in writing and signed by the party to be charged[.]” Md. Code Ann., Cts & Jud. Proc. (“CJP”) § 5-901 (1973, 2020 Repl. Vol.). A promise will not fall within the Statute of Frauds “if the oral promise is to be made . . . to serve some purpose of his own rather than to answer for the debt, default or miscarriage of another person[.]” *Blumenthal v. Heron*, 261 Md. 234, 241 (1971) (quoting *Kline v. Lightman*, 243 Md. 460, 472 (1966)). In determining whether the

promise is collateral, for the debt of another, or original and not within the Statute of Frauds, courts look to the “main purpose” of the promise:

It is well established that whenever the main purpose of the promisor is to subserve some pecuniary or business purpose of his own, his promise is not within the Statute, although it may be in form a promise to pay the debt of another, and although the performance of it may incidentally have the effect of extinguishing that liability.

*Crown Realty Corp. v. Weinstein*, 177 Md. 260, 263 (1939)).

In order to satisfy the Statute of Frauds, “[t]he writing must contain the names of the parties, set forth the contract’s terms and conditions, describe the subject matter of the contract, and be signed by the party to be charged.” *Friedman & Fuller, P.C. v. Funkhouser*, 107 Md. App. 91, 105 (1995), *rev’d on other grounds, sub nom. Pavel Enterprises, Inc. v. A.S. Johnson Co.*, 342 Md. 143 (1996) (citations omitted).

The Loan underlying the promise at issue here is an express, written agreement between Mr. Guzman and Mr. Yeakim alone. Mr. Guzman argues that Ms. Drouliskos conceded that the debt was owed by Mr. Yeakim’s insurance business and that she operated her father’s business after his death. There is no evidence in the record indicating that the debt was owed by Yeakim Insurance, instead of Mr. Yeakim individually.<sup>6</sup> In Mr. Guzman’s complaint, and his signed affidavit, he states that Ms.

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<sup>6</sup> Mr. Guzman states in his brief that Ms. Drouliskos “worked for [Mr. Yeakim’s] business and accepted payments from Mr. Guzman for insurance after [Mr.] Yeakim’s death.” Ms. Drouliskos states in her brief that “her father’s insurance business was long defunct” and that she was “operating a new insurance company that had been formed after her father’s death.” As an appellate court, we will not resolve disputes of fact, but will determine whether material facts are in dispute. *See Gambrill*, 481 Md. at 297

(continued)



Drouliskos made a “promise to repay Bill Yeakim’s debt.” We conclude that the main purpose of this promise is to repay the debt of another and does not subserve some pecuniary or business purpose of Ms. Drouliskos, and therefore, the alleged promise falls within the Statute of Frauds.

Mr. Guzman offers a series of text messages and one email as writings that satisfy the Statute of Frauds. The text messages contain broad statements regarding money, but there are no clear statements addressing terms, conditions, or the subject matter of any alleged contract. The email directly references the Loan but explicitly states that the Loan was between only Mr. Guzman and Mr. Yeakim (“The Loan was between BILL AND TONY ONLY.”). The email mentions that both “the family” and “Kathy” are trying to find a way to repay the Loan and the email is signed “Yeakim Insurance.” The email does not make clear who the party to be charged is and does not set forth any terms or conditions of a contract between Mr. Guzman and Ms. Drouliskos. The text messages and email do not constitute writings that satisfy the Statute of Frauds and, therefore, there is no enforceable contract between Mr. Guzman and Ms. Drouliskos.

**B. New Consideration**

Mr. Guzman alternatively argues that “Ms. Drouliskos agreed to the terms of a separate agreement when Ms. Drouliskos told Mr. Guzman not to speak to her [mother,]

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(citing *Newell v. Runnels*, 407 Md. 578, 607 (2009)). The dispute over whether Ms. Drouliskos operates her father’s business or a new business is not material as there is no evidence that the debt was owed by anyone other than Mr. Yeakim in his personal capacity.

Ms. Yeakim[,] about the debt” and that this “new contractual relation” is enforceable. Mr. Guzman states that, on September 23, 2021, he met Ms. Drouliskos in person, along with Ms. Yeakim. He further states that the parties discussed the debt outside the presence of Ms. Yeakim, that Ms. Drouliskos promised to repay the debt, and that Ms. Drouliskos “asked Mr. Guzman not to speak to Ms. Yeakim about the debt.” Mr. Guzman cites to *Board of County Commissioners v. MacPhail*, 214 Md. 192, 197-98 (1957), to support his argument that his agreement not to speak to Ms. Yeakim was valid, new consideration. Mr. Guzman additionally argues that this consideration supports a novation.<sup>7</sup>

Appellees argue that no new obligation was created by the alleged agreement by Mr. Guzman not to discuss the debt with Ms. Yeakim because “any such promise was too vague” and refraining from seeking recovery from Ms. Yeakim was not valid consideration. We agree.

A new and separate promise may be evidenced “where there is a new and superadded consideration for the promise[.]” *Crown Realty Corp. v. Weinstein*, 177 Md. at 263. The Court in *MacPhail*, 214 Md. at 197-98, stated:

It is well established that forbearance to sue for a lawful claim and demand is good consideration if the one forbearing honestly intended to prosecute litigation which is not frivolous, vexatious or unlawful, (that is, litigation that has a reasonable basis) and which he believes to be well founded

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<sup>7</sup> A novation requires a new, valid contract between the parties that substitutes a previous contract. See *Walter v. Alt. Builders Grp., Inc.*, 180 Md. App. 347, 361 (2008) (citations omitted).

even though it may in fact be unfounded.

Viewing the facts presented by Mr. Guzman in the light most favorable to him, it is not clear that he agreed to refrain from pursuing any lawful claim. Nor is it clear that this forbearance was in exchange for Ms. Drouliskos' alleged promise to repay the Loan. As such, we conclude there was no new consideration. There is, therefore, no new or separate contract between Mr. Guzman and Ms. Drouliskos.

We conclude that Ms. Drouliskos' alleged promise to repay Mr. Yeakim's debts falls within the Statute of Frauds and that there is no writing that satisfies the Statute of Frauds. We further conclude that Mr. Guzman's agreement not to speak with Ms. Yeakim is not valid consideration and does not support the existence of a separate agreement or novation. Accordingly, the circuit court did not err in granting summary judgment as to Count 1 for breach of contract.

**II. THE CIRCUIT COURT DID NOT ERR IN FINDING THAT MS. DROULISKOS' STATEMENTS WERE TOO VAGUE TO CONSTITUTE FALSE REPRESENTATIONS AS REQUIRED TO PROVE FRAUD AND NEGLIGENT MISREPRESENTATION.**

Mr. Guzman's specific arguments that the court erred in granting Ms. Drouliskos' motion for summary judgment as to his claims for both fraud and negligent misrepresentation are difficult to discern. Mr. Guzman argues that the "circuit court erred when it determined that statements by Ms. Drouliskos were too vague to constitute false representations[.]" He specifically challenges the court's reliance on the cases of *Goldstein v. Miles*, 159 Md. App. 403 (2004), and *Fowler v. Benton*, 229 Md. App. 571 (1962), because these cases "have no correlation to the case here." Mr. Guzman further contests the court's citations to *Sass v. Andrew*, 152 Md. App. 406 (2002), and *Nails v. S*

& R, Inc., 334 Md. 398 (1994) regarding reasonable reliance because “[n]either of these cases were resolved on summary judgment and there were no factual similarities.”

Appellees argue that the claims for fraud and negligent misrepresentation fail “because the alleged statements were too vague and [Mr.] Guzman had no right to rely on them.”

To prevail on a claim for fraud, the plaintiff, here Mr. Guzman, must prove five elements, the first of which requires that “the defendant made a false representation to the plaintiff[.]” *Nails v. S & R, Inc.*, 334 Md. at 415 (citations omitted). Negligent misrepresentation likewise has five elements, the first of which requires the plaintiff prove that “the defendant, owing a duty of care to the plaintiff, negligently assert[ed] a false statement[.]” *Goldstein v. Miles*, 159 Md. App. at 435 (quoting *Martens Chevrolet, Inc. v. Seney*, 292 Md. 328, 337 (1982)). Both fraud and negligent misrepresentation require the defendant, here Ms. Drouliskos, to make a false statement. *See Goldstein*, 159 Md. App. at 434-36.

The circuit court relied on *Goldstein* and *Fowler* to describe the rule regarding fraud, negligent misrepresentation, and vague statements:

A statement that is “vague and indefinite in its nature and terms, or is merely a loose conjectural or exaggerated statement, is not sufficient to support” either a fraud or negligent misrepresentation action, because “such indefinite representations ought to put the person to whom they are made, upon the inquiry, and if he chooses to put faith in such statements, and abstained from inquiry, he has no reason to complain.

*Goldstein*, 159 Md. App. at 436 (quoting *Buschman v. Codd*, 52 Md. 202, 207 (1879)).

*See also Fowler v. Benton*, 229 Md. 571, 579 (1962) (“Ordinarily, however, the

representation must be definite, and mere vague, general, or indefinite statements are insufficient, because they should, as a general rule, put the hearer upon inquiry, and there is no right to rely upon such statements.”). In *Goldstein*, this Court held that statements about a potential future sale that did not include any material terms, such as “purchase price, date of sale, interest rate, or terms of payment . . . were too indefinite, vague, and general to be considered as anything more than expressions of expectation or probability and therefore are not actionable as fraudulent or negligent misrepresentations.” 159 Md. App. 403, 436-37 (2004)

Here, Ms. Drouliskos told Mr. Guzman that she was handling Mr. Yeakim’s post death personal affairs. Mr. Guzman states that, in addition to the text messages and email, “Ms. Drouliskos repeatedly orally promised to repay this debt.” Mr. Guzman acknowledges that Ms. Drouliskos “provided no set date when she would do this.” Like in *Goldstein*, Ms. Drouliskos’ assertions did not contain any material terms, only general promises to repay the debt. While the amount of the debt is known, there is no date of repayment, or any terms of repayment, present in the statements Mr. Guzman alleges Ms. Drouliskos made to him. In the email, Ms. Drouliskos did state she was trying to get a loan from her business to repay Mr. Guzman, however, this statement is too indefinite to be “considered as anything more than expressions of expectation or probability[.]” *Id.* at 437. Because Ms. Drouliskos’ statements were too vague, general,

and indefinite to be sufficient to support either fraud or negligent misrepresentation, we hold that the circuit court did not err in granting summary judgment.<sup>8</sup>

**III. THE CIRCUIT COURT DID NOT ABUSE ITS DISCRETION IN GRANTING SUMMARY JUDGMENT WITHOUT FIRST COMPELLING DISCOVERY.**

Mr. Guzman contends that the circuit court abused its discretion by granting the motions for summary judgment “before compelling discovery because Ms. Drouliskos had refused to provide information on her income and [Mr.] Yeakim’s business.”

Appellees argue that the information sought was not relevant or essential and “would not change the deficiencies” in Mr. Guzman’s complaint.

“With respect to discovery matters, it is long settled that the trial judges are vested with a reasonable, sound discretion in applying them, which discretion will not be disturbed in the absence of a showing of its abuse.” *Ehrlich v. Grove*, 396 Md. 550, 560 (2007) (citations and internal quotation marks omitted).

Here, the court held one hearing to address Mr. Guzman’s motion to compel discovery as well as the motions for summary judgment. After hearing from counsel for all parties, the court denied Mr. Guzman’s motion to compel and granted the Appellees’ summary judgment motions. The circuit courts are given broad discretion in ruling on discovery motions and Mr. Guzman does not cite to any specific evidence in the record

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<sup>8</sup> The parties make additional arguments regarding whether Ms. Drouliskos owed a duty of care to Mr. Guzman, however, we do not reach these or any other additional arguments in light of our conclusion that the representations relied on were too vague to constitute false statements.

that the court abused that broad discretion. As such, we conclude that the court did not abuse its discretion in granting summary judgment without first compelling discovery.

### CONCLUSION

We hold that the circuit court did not err in granting summary judgment as to breach of contract because there is no enforceable contract between Mr. Guzman and Ms. Drouliskos. We further hold that the circuit court did not err in granting summary judgment as to both fraud and negligent misrepresentation because Ms. Drouliskos' statements were too vague to constitute false representations. Finally, we hold that the circuit court did not abuse its discretion in granting summary judgment without first compelling discovery.<sup>9</sup>

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

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<sup>9</sup> Appellees additionally argue that all four counts of the complaint “are barred by the applicable statutes of limitations.” We do not reach this argument in light of our above conclusions.