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# APPELLATE COURT OF MARYLAND

*Eric Shapiro v. Hyperheal Hyperbarics, Inc., et al.*, No. 1843, September Term 2022 & No. 121, September Term 2023, filed October 3, 2024. Opinion by Albright, J.

<https://www.mdcourts.gov/data/opinions/cosa/2024/1843s22.pdf>

RES JUDICATA – COMPULSORY COUNTERCLAIMS – FEDERAL RULES ON COUNTERCLAIMS

STORED WIRED AND ELECTRONIC COMMUNICATIONS AND TRANSACTION RECORDS ACCESS ACT – VIOLATION OF ACT

CORPORATIONS AND ASSOCIATIONS – INDEMNIFICATION – MANDATORY INDEMNIFICATION

## **Facts:**

This appeal concerns a series of disputes between Eric Shapiro and his former employer, Hyperheal Hyperbarics, Inc. (“HHI”). It includes two circuit court cases, which were consolidated on appeal. It concerns three issues: 1) whether Mr. Shapiro’s counts concerning his termination of employment were barred by collateral estoppel, 2) whether HHI accessed Mr. Shapiro’s emails in violation of the law, and 3) whether Mr. Shapiro could be indemnified for his defense of a previous suit by HHI against him.

Concerning his employment counts, in Mr. Shapiro’s employment agreement, he signed his intellectual property rights in HHI over to HHI. When HHI terminated Mr. Shapiro as an employee, he continued to use its intellectual property, so HHI brought suit to enjoin his actions. The U.S. District Court for the District of Maryland held that HHI was due specific performance of the employment agreement and enjoined Mr. Shapiro’s actions. Then, Mr. Shapiro brought suit in the Circuit Court for Baltimore County, alleging that HHI had wrongfully terminated him and had not paid him all his wages due. HHI argued that by granting it specific performance in the previous suit, the federal court had already held that HHI had completed all its obligations under the employment agreement. The circuit court agreed, and it dismissed Mr. Shapiro’s employment counts as barred by collateral estoppel.

Concerning his email counts, during Mr. Shapiro's employment at HHI, he logged into his email on the HHI computers. When he was terminated, notifications about emails he received after his termination continued to pop up on those computers. HHI's IT director downloaded the email account onto a separate hard drive as a backup and then deleted the account from the computers so that the notifications would no longer pop up. Mr. Shapiro sued HHI in the Circuit Court for Baltimore County, alleging that by accessing his emails, it had invaded his privacy (intrusion upon seclusion), violated Maryland's Wiretapping and Electronic Surveillance Act, and violated Maryland's Stored Wire and Electronic Communications and Transaction Records Access Act. The circuit court granted HHI summary judgment, holding that since there was no evidence that anyone at HHI ever read the emails, Mr. Shapiro could not maintain any of his email counts.

Concerning his indemnification suit, when Mr. Shapiro was a director, President, CEO, and employee of HHI, he submitted bills to Tricare (the medical insurance program for the military) that were later found to be fraudulent through various audits. He also supervised the submission of bills and the day-to-day operations of HHI at that time, as director, President, and CEO. After repaying the fraudulent billings, HHI sued Mr. Shapiro, seeking to hold him liable for fraud and to recover the repayments it had made; however, a jury found in favor of Mr. Shapiro. Mr. Shapiro then sued HHI in the Circuit Court for Baltimore County to recover his expenses in defending HHI's suit against him, alleging that it owed him indemnification as a director and officer under its corporate charter and Maryland law. The circuit court held that he had not been sued in his capacity as a director or officer, but as an employee, and that he could not meet the conduct requirements under the Maryland statute, so he was ineligible for indemnification.

**Held:** Affirmed in part and reversed in part.

Concerning his employment counts, the Appellate Court held that Mr. Shapiro's employment counts were barred under Maryland's broad principles of res judicata. Under those principles, Mr. Shapiro should have brought his employment claims in the previous federal court suit because they were compulsory counterclaims under the Federal Rules of Civil Procedure. Since the case was in federal court, Mr. Shapiro should have complied with the Federal Rules of Civil Procedure in bringing any compulsory counterclaims. Although Maryland does not have compulsory counterclaims, our principles of res judicata enforce other courts' rules on compulsory counterclaims when a case was litigated in that other court.

Concerning his email counts, the Appellate Court held that because there was no evidence that anyone had read his emails, Mr. Shapiro could not maintain his counts concerning invasion of privacy (intrusion upon seclusion) or Maryland's Wiretapping and Electronic Surveillance Act. However, because HHI's IT Director downloaded the email account before deleting it, Mr. Shapiro could proceed on his count concerning Maryland's Stored Wire and Electronic Communications and Transaction Records Access Act, and the grant of summary judgment on that count was error. Downloading the email account onto a separate hard drive constituted obtaining or altering access to a wire or electronic communication while it is in electronic storage in an electronic communications system by intentionally accessing it without

authorization or intentionally exceeding authorization to access it, and thus, it was a violation under the Act.

Concerning his indemnification suit, the Appellate Court held that Mr. Shapiro was sued in his capacity as an officer or director because HHI's suit was directed at his actions in those capacities. Further, being sued in his capacity as an employee—in addition to his capacity as an officer or director—does not limit his ability to obtain indemnification; when someone is sued in multiple corporate capacities, one or more of which is indemnified and one or more of which is not indemnified, they may be indemnified for being sued in their indemnified capacity. Additionally, when a director or officer successfully defends themselves in the underlying proceeding and sues for mandatory indemnification under Maryland Code, Corporations & Associations 2-418(d), they do not additionally need to meet the conduct requirements set forth under subsection (b). Thus, the grant of summary judgment against Mr. Shapiro was error.

*Jabari Morese Lyles v. Santander Consumer USA Inc.*, No. 1459, September Term 2023, filed October 31, 2024. Opinion by Graeff, J.

<https://www.mdcourts.gov/data/opinions/cosa/2024/1459s23.pdf>

ARBITRATION – CONTRACT FORMATION – CONTRACT ASSIGNMENT – INTEGRATION CLAUSE

**Facts:**

Jabari Lyles filed a class action complaint against Santander Consumer USA Inc. (“Santander”) in the Circuit Court for Baltimore City in connection with his purchase of a vehicle from a Maryland automobile dealership. As part of a single transaction for the sale of the vehicle, Mr. Lyles and the dealer each signed a Buyer’s Order, which contained an arbitration provision, and Retail Sales Installment Contract (“RISC”). The dealer then assigned the RISC to Santander. Mr. Lyle’s complaint alleged breach of contract and violations of Maryland Credit Grantor Closed End Credit Provisions based on Santander’s practice of collecting convenience fees from customers.

Santander filed a Motion to Compel Non-Class Arbitration and Stay the Action. The circuit court granted the motion, holding that Mr. Lyles agreed to binding arbitration with respect to any dispute arising out of the financing of the vehicle, that the Buyer’s Order and RISC were to be construed together as the entire agreement of the parties, and that the integration clause in the RISC did not preclude Santander from enforcing the arbitration provision in the Buyer’s Order.

**Held:** Affirmed.

The circuit court did not err in compelling arbitration where the parties mutually agreed to arbitrate their disputes. Mr. Lyles agreed to arbitrate with the dealer based on the provision in the Buyer’s Order stating that the parties agreed to arbitrate any dispute. If a provision compelling arbitration is unambiguous and the parties clearly agree to arbitration, even a sparse arbitration clause will be enforced. Moreover, the Buyer’s Order referred to a separate arbitration agreement, which specified arbitration terms. Although there was no evidence that Mr. Lyles signed the form the dealer routinely used, Mr. Lyles signed a statement that he had read and understood the terms of contract, including a provision incorporating the separate arbitration agreement. Under these circumstances, Mr. Lyles is presumed to have been on notice of the agreement to arbitrate, and he is estopped from denying his obligation to arbitrate with the dealer.

Santander, as assignee from the dealer of the RISC, could compel arbitration. An assignee generally stands in the shoes of its assignor. Santander, as the assignee of the RISC in this case,

had the same rights and responsibilities and could raise all the same claims or defenses as the dealer. Although the RISC did not mention arbitration, a Buyer's Order and a RISC can be construed together as a single agreement if the language of the documents indicate that intention. The language of the Buyer's Order and the RISC here showed that the parties intended the documents to be read together as part of the same transaction, allowing Santander to enforce the arbitration agreement in the Buyer's Order for disputes arising under the RISC.

*James Andre Reddick, Jr. v. State of Maryland*, Case No. 423, September Term 2023, filed October 31, 2024. Opinion by Berger, J.

<https://www.mdcourts.gov/data/opinions/cosa/2024/0423s23.pdf>

DISTRICT AND PROSECUTING ATTORNEYS – APPOINTMENT POWERS – COURT APPOINTED SPECIAL PROSECUTORS – SPECIAL ASSISTANT STATE’S ATTORNEYS – CONTEMPORANEOUS OBJECTION RULE – AUTHENTICATION OF VIDEO EVIDENCE – SILENT WITNESS THEORY

**Facts:**

James Andre Reddick, Jr. (“Reddick”) was arrested in Dorchester County for the shooting of Deontae Beltcher (“Beltcher”). When Beltcher was reported missing, law enforcement began to gather evidence that pointed to Reddick and his co-defendant as persons of interest. This evidence included cell phone records and surveillance videos from businesses in the surrounding area. In June 2021, the trial court granted Reddick’s motion to suppress cellular location data and the State appealed the ruling. In an unreported opinion, this Court reversed the trial court’s granting of the motion to suppress the cellular location data and remanded the matter for further proceedings. *See State v. Reddick*, No. 718, Sept. Term, 2021, 2021 WL 6067545 (Md. App. Dec. 22, 2021).

Before the start of Reddick’s trial, the State’s Attorney for Dorchester County filed a document titled “Petition for Appointment of a Special Prosecutor,” requesting an attorney be appointed “to serve as Special Assistant State’s Attorney,” in this case due to staffing changes and a high case load in the county. The petition specified that the appointed attorney would be paid by the Dorchester County Office of the State’s Attorney. For the authority to make this appointment, the State cited Article 10, § 34 of Maryland Annotated Code (Art. 10, § 34). The court approved the order and granted to the appointed attorney “all the authority, power, and discretion given by law to the State’s Attorney for Dorchester County as necessary and deemed fit,” for the purpose of prosecuting “any and all offenses that may have been committed by Defendant” in this case and “any other offenses arising from the same incident.” Appointed counsel proceeded to represent the State for the duration of Reddick’s trial.

During trial, the State sought to introduce video evidence obtained from a Walmart in Cambridge, Maryland that purportedly showed Reddick in the presence of Beltcher and his co-defendant soon before Beltcher’s disappearance. To authenticate the video, the State called the Cambridge Walmart’s asset protection manager as a witness. Although the witness did not personally download the video in question, he was able to speak about the surveillance system used at the store, how it functions, who has access to the videos, how the videos are saved and stored, and the process used for downloading the videos. He testified that only the asset protection team could access and download the videos, and that no one on that team could alter the videos in any way. He also testified that by reviewing the video evidence presented at trial,

he could conclude that it was taken at “a particular time, a particular date, and by a particular camera or cameras.” Satisfied by this testimony, the trial court ruled that the evidence was admissible over defense counsel’s objection.

On the last day of trial, defense counsel filed a motion to dismiss on the basis that the appointed State’s Attorney was a court-appointed Special Prosecutor who, pursuant to Md. Code (1974, 2020 Repl. Vol.) § 2-102(a) and § 2-104 of the Courts and Judicial Proceedings Article (“CJP”), was required -- but failed -- to be properly sworn in by the Clerk of the Court. The trial court denied the motion. Reddick was convicted of first-degree murder, conspiracy to commit first degree murder, use of a firearm in a crime of violence, robbery, conspiracy to commit robbery, and numerous related offenses. He was sentenced to life imprisonment without the possibility of parole, plus life imprisonment plus twenty years. This timely appeal followed.

**Held:** Affirmed

Judgment of the Circuit Court for Dorchester County Affirmed.

The Appellate Court of Maryland considered two primary issues on appeal. First, the Court considered how to properly define the role appointed counsel served in this case and under what authority he was appointed. To do so, the Court distinguished between a court-appointed Special Prosecutor and a Special Assistant State’s Attorney appointed by the Office of the State’s Attorney. Pursuant to CJP § 2-102(a)-(b), a trial court can appoint a Special Prosecutor for a “specific proceeding,” and set the appointee’s compensation. The Special Prosecutor cannot, however, “be imbued with all the powers of the State’s Attorney,” because such a grant would circumvent the State’s Attorney’s constitutional and statutory role. *Babbit v. State*, 294 Md. 134, 139 (1982). To effectuate this appointment, the Special Prosecutor must take an oath pursuant to CJP § 2-104.

Alternatively, in *Goldberg v. State*, 69 Md. App. 702 (1987), this Court held that Art. 10, § 34 implicitly granted to the State’s Attorney the power to appoint Special Assistant State’s Attorneys. Today, the same implicit authority rests in Md. Code (2001, 2018 Repl. Vol.), § 15-102 of the Criminal Procedure Article (“CP”). Such appointment authority springs from the State’s duty to “prosecute and defend on the part of the State all cases in which the State may be interested.” CP § 15-102. Special Assistant State’s Attorneys, unlike Special Prosecutors, are “imbued with all the powers of a State’s Attorney,” serve as members “of the State’s Attorney’s staff,” are “subject to the State’s Attorney’s control,” and receive compensation from the Office of the State’s Attorney. *Goldberg*, 69 Md. at 711.

Here, the Court held that the prosecutor was a properly appointed Special Assistant State’s Attorney because appointed counsel in this case was granted “all the authority, power, and discretion given by law to the State’s Attorney for Dorchester County as necessary and deemed fit,” was compensated by the State, and was appointed pursuant to Art. 10, § 34. He, therefore, was not required to swear an oath or receive court-approval before representing the State.

Second, the Court considered whether video surveillance evidence from the Cambridge Walmart was properly authenticated under the silent witness theory of authentication. As a preliminary matter, the Court determined that defense counsel properly preserved this issue for appeal by objecting when it was initially offered. Because the State moved only once to admit the evidence and the trial court made only one ruling on its admission, only one objection was required to preserve the issue for appeal.

Reaching the merits, the Court explained that unlike the pictorial testimony theory, which requires a witness with personal knowledge “that the operative evidence is what it is claimed to be,” the silent witness theory “allows for authentication by the presentation of evidence describing the process or system that produces an accurate result.” *Washington v. State*, 406 Md. 642, 652-53 (2008). In using this method, courts have relied on the accuracy of the witness’s knowledge of the system of collecting, storing, and downloading the videos, the reliability of that system, and whether the video is likely to have been altered. When a witness provides testimony addressing these concerns, our courts have found video evidence properly authenticated.

Here, the Court held that the State laid a sufficient foundation to render the Cambridge Walmart surveillance video admissible under the silent witness theory because the witness had extensive knowledge of the video surveillance system, how it operated, and how video footage was collected, stored, and downloaded. He did not personally download the footage or view the video in its original, but he was able to describe the process by which the downloaded copy was created. Finally, the witness testified that the videos could not be manipulated or altered when downloaded and assured the trial court that the system of time and date stamping on the video was reliable.

Because the prosecutor was properly appointed by the Dorchester County Office of the State’s Attorney as a Special Assistant State’s Attorney and because the State properly authenticated surveillance video footage from the Cambridge Walmart, the Court affirmed the judgement of the Circuit Court for Dorchester County.

*Jesse Francis v. Stephanie Francis*, No. 1637, September Term 2023, filed September 25, 2024. Opinion by Tang, J.

<https://www.courts.state.md.us/data/opinions/cosa/2024/1637s23.pdf>

CHILD SUPPORT – FACTORS CONSIDERED – FACTORS RELATING TO CUSTODIANS AND OBLIGORS – DISABILITY BENEFITS

**Facts:**

The appeal arises from a dispute between Jesse Francis (“Father”) and Stephanie Francis (“Mother”) involving Father’s child support obligation. After a hearing, the Circuit Court for Baltimore County modified the amount of child support owed by Father after considering his veteran’s disability benefits as income in the child support guidelines calculation. On appeal, Father argued that the circuit court abused its discretion when it declined to exclude his veteran’s disability benefits in calculating his updated child support obligation. He claimed that those benefits should have been excluded as income because they are intended for the service member who earned them. Alternatively, Father claimed that if the benefits may be used in calculating a child support obligation, the court should have considered only a portion of his benefits as income so he, as the intended beneficiary, would also benefit from the payments.

**Held:** Affirmed.

The Appellate Court of Maryland held that veterans’ disability benefits are considered income for purposes of calculating child support and fall within the statutory definition of “actual income” under § 12-201(b) of the Family Law Article (“FL”), Maryland Code (2019). Although such benefits are not listed specifically under subsection (b)(3), the list of examples of actual income under this subsection is not exclusive. Veterans’ disability benefits are “income from any source” under subsection (b)(1) and not excluded under subsection (b)(5). Accordingly, the circuit court did not err in including Father’s veteran’s disability benefits as “actual income” in calculating his child support obligation under the guidelines. Nor did the court err in declining his alternative request to consider only part of the benefits as income.

*Bay City Property Owners Association, Inc. v. County Commissioners of Queen Anne's County, et al.*, No. 34, September Term 2023, filed October 2, 2024.  
Opinion by Leahy, J.

<https://www.mdcourts.gov/data/opinions/cosa/2024/0034s23.pdf>

ROADS AND HIGHWAYS – RECOGNITION – PUBLIC ROAD CREATED BY  
PRESCRIPTION

**Facts:**

Bay City Property Owners Association, Inc. (“Bay City”), the HOA for a residential community of the same name in Stevensville, Maryland, brought suit to quiet title to an intersection within the community in the Circuit Court for Queen Anne’s County. A developer, Land Bridge, LLC, had sought approval to build ‘Placek’s Place,’ a ten-home residential development, on land adjacent to Bay City. This land borders the L-shaped intersection of two roads, Stafford Road and Victoria Drive (the “Intersection”), within the Bay City community. Land Bridge planned to use the Intersection as the point of entry to Placek’s Place, and the County approved this plan based on the position that Victoria Drive, a public road maintained by the County, subsumes the entire Intersection. However, the Bay City Property Owners Association (“Bay City”) took the position that Stafford Road, a private road maintained by Bay City, subsumes the entire Intersection and brought an action in the Circuit Court for Queen Anne’s County to quiet title.

The circuit court issued a declaratory judgment in favor of Land Bridge and the County, ruling that the Intersection had become part of the public road, Victoria Drive, by prescription. The circuit court observed that Bay City had transferred responsibility for maintaining the portion of Victoria Drive leading into the Intersection to the County in the 1990s, as part of the County’s effort to bring public water and sewer service to Bay City. Although the Intersection itself was not explicitly transferred during this period, a County employee testified that the County had regularly maintained Victoria Drive through the Intersection since the late 1990s by repaving the road, installing a fire hydrant and water and sewer lines, and performing other regular maintenance like stormwater management and snow removal. Other witnesses testified that the general public had also regularly used the intersection without Bay City’s permission during the same period. The circuit court found that this testimony was sufficient evidence to declare that the Intersection had become a public road by prescription. Bay City timely appealed to the Appellate Court of Maryland, challenging this ruling.

**Held:** Affirmed.

The Appellate Court of Maryland determined that a public easement was created by prescription over and through the intersection of Victoria Drive and Stafford Road. In reaching this decision,

the Appellate Court relied on *Garrett v. Gray*, in which the Supreme Court of Maryland recognized that when a non-owner “has used a right of way for twenty years unexplained, it is fair to presume that the use has been under a claim of right, unless it appears to have been by permission.” 258 Md. 363, 375 (1970) (quoting *Smith v. Shiebeck*, 180 Md. 412, 419 (1942)). In *Garrett*, the Supreme Court concluded that testimony that members of the general public had used a road “without objection from 1914 to 1961” and “without seeking permission of the owners through whose property the road passed” established that the road at issue had become a public road by prescription. *Id.* at 378. The Supreme Court further held that the public’s use of the road in *Garrett* constituted adverse “use by acquiescence” rather than “permissive use,” *id.* at 377, because “[m]ere failure to protest is not permission but acquiescence.” *Id.* (quoting *Thomas v. Ford*, 63 Md. 346, 352 (1885)).

In the instant case, the Appellate Court likewise found that the evidence at trial revealed continuous, adverse use of the Intersection for over twenty years. From the time that the County first began maintenance of Victoria Drive, in the late 1990s, until the present, the Intersection was continuously used by the County and members of the general public without Bay City’s permission. Bay City never attempted to assert its own dominion or control over the Intersection over the course of that period, thereby expressing “unqualified submission to the hostile claim of another.” *Id.* at 378. Accordingly, the Appellate Court affirmed the circuit court’s ruling that the Intersection had become a public road by prescription.

# RULES ORDERS

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A Rules Order pertaining to Categories 1 through 7 of the 223<sup>rd</sup> Report of the Standing Committee on Rules of Practice and Procedure was filed on October 15, 2024.

<https://www.mdcourts.gov/sites/default/files/rules/order/ro223rd.pdf>

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# UNREPORTED OPINIONS

The full text of Appellate Court unreported opinions can be found online:

<https://mdcourts.gov/appellate/unreportedopinions>

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