

Circuit Court for Baltimore City
Case No. 24-C-22-004907

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0517

September Term, 2023

IN THE MATTER OF THE PETITION OF
DAVID C. TABB

Berger,
Leahy,
Getty, Joseph M.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: September 24, 2024

* This is an unreported opinion. The 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).

On May 17, 2019, a vehicle driven by Nadine Tabb and owned by Shenandoah Sales and Service, Inc. (“SSSI”) was rear-ended at a red light. The car that rear-ended Nadine Tabb was insured through GEICO Casualty Insurance Company (“GEICO”). Unsatisfied with the compensation offered by GEICO, David Tabb, husband of Nadine Tabb and co-owner of SSSI, filed a complaint with the Maryland Insurance Administration (“MIA”). After a lengthy process of administrative hearings, David and Nadine Tabb signed a settlement agreement with GEICO on their own behalf and on behalf of SSSI. Despite having signed the settlement agreement, Mr. Tabb insisted that he was not bound by the agreement and continued to litigate the case before the MIA. In response, GEICO filed a motion for summary decision with the MIA based on the settlement agreement. The Associate Commissioner granted GEICO’s motion. Mr. Tabb filed a petition for judicial review in the Circuit Court of Baltimore City, which affirmed the decision of the MIA on grant of GEICO’s motion for summary judgment.

Mr. Tabb filed a timely appeal, in which he raises a variety of issues and arguments, but the majority of his arguments fundamentally misunderstand the nature of the present proceedings.¹ The proceedings in the OAH, prior to the execution of the settlement

¹ Mr. Tabb frames the questions presented in his brief as follows:

1). How can the Circuit Court of Baltimore City (hereafter, “Circuit Court”) move forward when the transfer of original filings from the Circuit Court of Frederick County, is incomplete within the Circuit Court files?

2). How can witness, Mr. Daily with GEICO Casualty Company, Licensee (hereafter, “GEICO”), be allowed, within the Circuit Court, to file Summary Judgment and Sanctions within an incomplete file, while the Attorney

(Continued)

agreements, are not at issue here, except to give context for the summary decision under review. The narrow issue before this Court is whether the MIA Associate Commissioner's grant of summary decision, based on the settlement agreements, was supported by substantial evidence.

We hold that the Associate Commissioner did not err in granting GEICO's motion for summary decision, and therefore affirm.

BACKGROUND

On May 17, 2019, a vehicle driven by Rosalie Koester collided with the rear of a vehicle driven by Nadine Tabb at a red light somewhere in Maryland.² Nadine Tabb's vehicle was owned by SSSI, a West Virginia corporation jointly owned and operated by Nadine and David Tabb. Rosalie Koester was personally insured by State Farm. However, the vehicle she was driving was owned by James and Rhonda Tully, who maintained an automobile insurance policy with GEICO. The Tabbs claimed that the accident caused Nadine Tabb bodily injuries costing \$133,469.19 in medical bills, and that damages to the

General Office representing the MIA, Ms. Nevius, remained silent and failed to respond to the filings of all parties?

3). At what point does Maryland Law allow the MIA, Office of Administrative Hearings (hereafter, "OAH") and the Circuit Court to violate Appellant's Constitutional rights to have hearing, with the ruling of Summary Decision within the MIA and Summary Judgment, in Circuit Court, that also violates Appellant's Due Process under the 7th and 14th United States Constitutional Amendments.

² The parties do not state, and we could not locate in the record, precisely where the accident took place. For present purposes, it is only significant that the accident took place in Maryland.

vehicle totaled \$9,609.63. After an investigation, GEICO offered \$791.53 in compensation for damage to the vehicle. GEICO did not offer compensation for Nadine Tabb’s medical claims because, despite GEICO’s multiple requests for copies of medical bills and medical records, the Tabbs failed to provide any documentation to support the allegation that she suffered medical injuries as a result of the accident.

Pre-Settlement Proceedings

Unsatisfied with GEICO’s offer, David Tabb, Nadine Tabb, and SSSI filed a complaint with MIA against GEICO. The MIA investigated the complaint and issued a determination letter, finding that GEICO did not violate Maryland Insurance law in handling the claim. Within 30 days of that letter, Mr. Tabb requested a hearing with the Office of Administrative Hearings (“OAH”). *See* Maryland Code (1997, 2017 Repl. Vol.), Insurance Article (“Ins.”) § 2-210(b); Code of Maryland Regulations (“COMAR”) 31.02.01.03(C).

On February 9, 2021, Mr. Tabb appeared for a remote hearing before an Administrative Law Judge (“ALJ”) and attempted to represent himself, Nadine Tabb, and SSSI. GEICO objected to Mr. Tabb, who is not an attorney, representing Nadine Tabb and SSSI at the hearing, and the ALJ suspended the hearing to “fully consider the issue and issue a written ruling.” Because Mr. Tabb was not a licensed attorney, the ALJ ruled that Mr. Tabb could not represent Nadine Tabb or SSSI before the OAH. *See* Maryland Code (1984, 2021 Repl. Vol.), State Government Article (“SG”) § 9-1607.1.

The OAH then held a second remote hearing on September 22, 2021, to consider

the merits of the case. Mr. Tabb appeared, representing himself. Nadine Tabb did not appear, and no counsel appeared to represent either Nadine Tabb or SSSI. Although Mr. Tabb made no insurance claim in his individual capacity, the ALJ recognized him as a party “in an abundance of caution” because “he might possibly have been ‘aggrieved by any act’ of the Insurance Commissioner.” Ins. § 2-210. Mr. Tabb entered into evidence what the ALJ described as “[a] packet of 420 pages of documents that appears to be, in essence, most of the MIA’s case file, unnumbered.” David Tabb testified for himself and presented only one other witness.

At the conclusion of Mr. Tabb’s presentation of evidence, GEICO moved for judgment of dismissal. The ALJ determined that Mr. Tabb failed to demonstrate, as alleged, that GEICO had engaged in unfair claim settlement practices under Maryland law. More specifically, applying the provisions of Ins. § 27-303, the ALJ determined that: (1) Mr. Tabb did not show that GEICO refused to pay an insurance claim because GEICO paid the Tabbs \$791.53 for damage to the car; and (2) GEICO’s refusal to pay the property claim demand of “\$9,442.99 for automobile repairs . . . as well as for rental of a vehicle, “loss of value,” and compensation for [Mr. Tabb’s] time,” was neither arbitrary nor capricious. The ALJ also determined that GEICO had not violated Ins. § 4-113(b)(5) (“refuses or delays payment of amounts due claimants without just cause[,],”) by not paying the alleged \$133,469.19 in medical bills. The ALJ based his determination on the ground that “no complainant has provided [GEICO] routine medical documentation that shows a nexus between bodily injury and the fender-bender accident of May 17, 2019.”

As a result, the ALJ determined that GEICO did not violate the Maryland Insurance Article, granted GEICO's motion, and dismissed the complaint in a proposed order.

Within 20 days of the proposed order, Mr. Tabb filed a series of exceptions with the Insurance Commissioner. COMAR 31.02;01.10-1B(1). Mr. Tabb alleged, among other things, that the ALJ failed to accept certain pieces of evidence and failed to rule on various motions. GEICO filed a response to these exceptions, and Mr. Tabb filed a reply. Before the MIA issued a final order on Mr. Tabb's exceptions, the parties executed two settlement agreements.

Settlement Agreements³

On May 12, 2021, David Tabb and Nadine Tabb signed, and Amanda S. Bennett witnessed, an Agreement document entitled GENERAL RELEASE AND SETTLEMENT OF CLAIMS. The text above the signature lines reads: “**THIS IS A GENERAL RELEASE OF ALL CLAIMS. READ BEFORE SIGNING.**” This Agreement states, in relevant part:

KNOW ALL MEN BY THESE PRESENTS: That DAVID TABB AND NADINE TABB, their agents, principals, heirs, executors, and assigns (hereinafter individually and collectively referred to as the “Undersigned”) do hereby completely and forever release, acquit, and discharge JAMES F. TULLY, RHONDA C. TULLY, and ROSALIE KOESTER, including their representatives, employees, directors, officers, agents, counsel, and insurers (including but not limited to GEICO Casualty Company and State Farm Mutual Automobile Insurance Co., and all other persons, firms, partnerships,

³ Although the circumstances surrounding the formation of the Settlement Agreements are not recorded, the documents themselves are in the record. Mr. Tabb does not contest the authenticity of the Settlement Agreements—only his capacity to enter into them and be bound by them.

corporations, and associations which are or might be claimed to be liable to them (hereinafter referred to as “the Released Parties”) from any and all claims and demands of whatever nature, actions and causes of action (including but not limited to any administrative action and/or complaint), damages, punitive damages, costs, loss of service, expenses, attorneys’ fees, cost of litigation, humiliation, embarrassment, mental anguish, injury to reputation, money benefits, and compensation on account of or in any way growing out of, personal injuries and other damages having already resulted or to result at any time in the future, whether or not they stain the contemplation of the parties at the present time and whether or not they arise following the execution of this Release (with the exception of Undersigned’s right to proceed against their own insurance carrier, any Erie Insurance entity, for underinsured motorist benefits or medical payment benefits), as the result of and by reason of the incident of May 17, 2019, and which is referenced in the action filed by the Undersigned in the Maryland Insurance Administration, styled as DT and NT. v. GEICO Casualty Company, OAH No.: MIA-CC-33-21-12323, and Maryland Insurance Administration Ex. Rel. D.T. and N.T.. v. GEICO Casualty Company, MIA No.: 2020-10-002, which event is hereinafter referred to as the “Occurrence.”

1. The Undersigned have received in exchange for this Release, payment of the total sum of One Hundred Fifty Thousand Dollars (\$150,000), of which one Hundred Thousand (\$100,000) will be paid by GEICO Casualty Company, the insurer of James F. Tully and Rhonda C. Tully, and Fifty Thousand Dollars (\$50,000) will be paid by State Farm Mutual Automobile Insurance, the insurer of Rosalie Koester. The Undersigned and their counsel agree that the aforesaid Settlement monies will be payable to David Tabb and Nadine Tabb.

* * *

8. The Undersigned agrees to take any and all actions that may be necessary to carry out their obligations herein, including the waiving or releasing of any or part of claim they may have against any such person, corporation, or entity, if such waiver or release is or may be necessary to protect or relieve the Released Parties from liability to such party on account of any claim against such party.

9. The Undersigned have had the opportunity to consult with counsel of their choice, and have chosen not to seek the assistance of counsel. They have had the full and complete opportunity to consult not only with counsel, but with any other professional who might assist them with some or all aspects of the

Occurrence, and the claims stemming therefrom.

10. The Undersigned are competent, over the age of eighteen (18) and have authority to execute this document. The Undersigned declare that the terms of this settlement have been completely read, understood and voluntarily accepted for the express purpose of releasing forever any and all claims arising out of the Occurrence and arising out of the terms of this settlement.

* * *

(Emphasis added).

Also on May 12, 2021, “David Tabb, as officer of, and on behalf of, [SSSI]” signed, and Amanda S. Bennett witnessed, a second Agreement document entitled GENERAL RELEASE AND SETTLEMENT OF PROPERTY DAMAGE CLAIMS. The language of the second Agreement is identical to the first Agreement in all relevant respects, except that it substitutes “SHENANDOAH SALES & SERVICE, INC” in place of “DAVID TABB AND NADINE TABB” and recites in paragraph 1 that “The Undersigned has received in exchange for this Release, payment of the total sum of Six Thousand Dollars (\$6,000).” Like the first Agreement, the second Agreement states:

The Undersigned is competent, over the age of eighteen (18) and has authority to execute this document. The Undersigned declares that the terms of this settlement have been completely read, understood and voluntarily accepted for the express purpose of releasing forever any and all claims arising out of the Occurrence and arising out of the terms of this settlement.

Thirteen days after the Settlement Agreements were executed, GEICO’s counsel notified MIA by email that “this matter has settled.” Counsel asserted that GEICO “has reached an amicable resolution with Mr. and Mrs. David Tabb, as to the bodily injury claim stemming from the subject occurrence. [GEICO] also has reached a settlement with [SSSI] pursuant to the property-damage claim asserted by that entity.” The MIA emailed David

Tabb, Nadine Tabb, and SSSI about the settlement the following day.

David Tabb wrote in response that he received GEICO counsel’s email but he “only partially agree[d] to [GEICO]’s statement of settlement for [Appellants].” He claimed that because MIA had not permitted him to represent Appellants during the appeal process, “Mr. Tabb and Nadine Tabb had no legal authority to sign any documents according to the ALJ’s decision[.]” With regard to Nadine Tabb’s personal injury claim, he asserted:

I David Tabb along with Nadine Tabb consider the \$100,000 from Geico to include the \$50,000 from State Farm (Personal Injury) as a gift. Since the judicial system to include GEICO and State Farm did not recognize Mr. Tabbs [sic] authority to present or sign any documents. So, the only way Mr. and Mrs. Tabb could sign would be if this settlement was considered a gift.

Likewise, with regard to Shenandoah’s claim for property damage, Mr. Tabb claimed that the compensation offered by GEICO “could only be considered a gift since he had no authority to sign any documents.”

Post-Settlement Proceedings

Proceedings Before the MIA

The MIA Associate Commissioner duly scheduled a virtual hearing, “on the issue of whether the matter was resolved by settlement, which would constitute a dismissal of the Complaint and render a decision on the OAH Proposed Decision moot.” GEICO and Mr. Tabb both filed exhibits prior to the hearing. Mr. Tabb also filed two other documents, titled “*Complainants response to notice of virtual hearing and to reconsider settlement with exhibits 6.18.22*” and “*Witness Subpoena Request List.*” In response to a request from the Associate Commissioner, Mr. Tabb proffered that “the testimony requested from the

witnesses subpoenaed will consist of whether I, [David Tabb], had the authority to represent [SSSI] and [Nadine Tabb], or even myself.” Mr. Tabb then sent a letter to MIA’s Office of Hearings, requesting that the subpoenas be issued in two days. The next day, GEICO filed a “Motion for Summary Decision and Motion to Quash Request for Subpoena,” attaching both settlement agreements, among other exhibits. Mr. Tabb filed a document in response to GEICO’s motion, also attaching various exhibits.

On July 29, 2022, the MIA issued its final order without further hearings. Reviewing all the evidence, the Associate Commissioner found that the settlement agreements are “plain and unambiguous,” and that they “completely and forever release[] . . . Geico Casualty Company . . . from any and all claims and demands . . . as a result of the incident on May 17, 2019.” The Associate Commissioner held that Mr. Tabb had authority to execute both settlement agreements. Specifically, the Associate Commissioner held that the ALJ’s order prohibiting Mr. Tabb from representing SSSI before the OAH did not prevent Mr. Tabb from entering a settlement agreement on behalf of SSSI in his capacity as an officer. As a result, the Associate Commissioner held that “there is no genuine dispute of material fact that the agreements are valid and binding contracts,” and granted GEICO’s motion for summary decision. *See* COMAR 31.02.01.07(G)(2) (“A hearing officer may grant a proposed or final summary decision if the hearing officer finds that: (a) There is no genuine dispute of material fact; and (b) A party is entitled to prevail as a matter of law.”).

On August 2, 2022, four days after the final order, Mr. Tabb filed a “Motion to Reconsider and Rescind Final Order.” On August 12, 2022, GEICO filed a response, and on August 18, 2022, the Associate Commissioner denied Mr. Tabb’s motion to reconsider. On September 13, 2022, Mr. Tabb filed a petition for judicial review of the order denying his motion to reconsider.⁴

Proceedings in the Circuit Court

Mr. Tabb initially filed his petition for judicial review in the Circuit Court for Frederick County. GEICO filed a motion to dismiss, arguing that because Mr. Tabb is a resident of West Virginia, the appeal had to be filed in the Circuit Court for Baltimore City. *See* Ins. § 2-215(c). Upon consideration of GEICO’s motion, the Circuit Court for Frederick County elected not to dismiss Mr. Tabb’s petition, instead transferring the petition to the Circuit Court for Baltimore City. On November 30, 2022, the MIA filed the agency record with the Circuit Court for Baltimore City, including 20 exhibits from the MIA’s investigative file, 20 exhibits submitted by Mr. Tabb in the agency proceedings, 14 exhibits submitted by GEICO in the agency proceedings, and relevant filings and correspondence. The record filed by the MIA contained 1,321 pages of material.

⁴ Mr. Tabb’s petition for judicial review was filed on September 13, 2022, over 30 days after the summary decision order was issued. *See* Ins. § 2-215(d). For purposes of this opinion, however, we assume that Mr. Tabb’s motion for reconsideration qualifies as a “motion for reargument,” and therefore, that his appeal of the Commissioner’s order denying that motion also appealed the underlying summary decision order pursuant to Ins. § 2-215(d)(2).

A hearing on Mr. Tabb’s petition for judicial review was set for March 28, 2023. On December 14, 2022, GEICO filed a motion for summary judgment. In its motion for summary judgment, GEICO raised the two settlement agreements signed by Mr. Tabb, and urged the court to uphold the MIA’s summary decision on the basis of the settlement agreements. In his response to GEICO’s summary judgment motion, Mr. Tabb argued that he had a right to a hearing over “whether GEICO and/or State Farm preformed [sic] the requirements within Md. Ann. Code §27-303.” Mr. Tabb argued that “Settlements have no bearing on whether an MIA approved licensed insurance company, should be in non-compliance with MD Ann. Codes §27-303 and §4-113.” In its reply brief, GEICO argued that “the General Settlement and Release Agreements do the very thing that Mr. Tabb either does not appreciate, or simply refuses to accept – they release all claims, complaints, and administrative actions against GEICO.”

Following a hearing on February 24, 2023, a judge of the Circuit Court for Baltimore City granted GEICO’s motion for summary judgment. On March 14, 2023, Mr. Tabb filed a “Motion to Reconsider and/or Deny” the February 12, 2023, order. On March 22, 2023, Mr. Tabb filed a “Motion to Hold a Jury Trial on Sanctions and/or Grant Motion to Change Venue Back to the Circuit Court of Frederick [County] Under the Original Filing.” On March 30, 2023, the circuit court judge denied both motions from Mr. Tabb, and ordered him to pay attorneys’ fees to GEICO. Mr. Tabb filed an initial notice of appeal on April 20, 2023, and then filed a second notice of appeal to include an additional order entered on April 18.

DISCUSSION

As previously noted, the only issue is whether the MIA Associate Commissioner’s grant of summary decision, based on the settlement agreements, was supported by substantial evidence. Therefore, we will briefly address Mr. Tabb’s argument that the proceedings below violated his Due Process rights and Maryland Law.⁵ We will then review the Associate Commissioner’s final order granting summary decision to GEICO.

STANDARD OF REVIEW

“In this appeal from the judgment of the circuit court on judicial review of a final agency decision, we look ‘through’ the decision of the circuit court and review the decision of the MIA.” *People’s Ins. Counsel Div. v. State Farm Fire & Cas. Ins. Co.*, 214 Md. App. 438, 449 (2013) (quotation omitted). Our role is limited to reviewing whether there is “substantial evidence in the record as a whole to support the agency’s findings and conclusions, and to determine if the administrative decision is premised upon an erroneous conclusion of law.” *Id.* (quoting *United Parcel Serv. v. People’s Counsel*, 336 Md. 569, 577 (1994)).

⁵ Because Mr. Tabb does not raise any substantive argument against the attorneys’ fees entered against him, we do not separately analyze the issue of sanctions.

I.

Due Process

A. Mr. Tabb's Contentions

Mr. Tabb argues that the summary decision ruling in the MIA, and the summary judgment decision in the circuit court, violated his “Due Process under the 7th and 14th United States Constitutional Amendments.” Mr. Tabb argues that “[t]he Court’s file from the [c]ircuit [c]ourt is incomplete”; that the court’s summary judgment hearing “fast-tracked” his judicial review; and that the court violated his due process rights when it granted summary judgment.

B. Legal Framework

The Seventh Amendment to the United States Constitution has no application to state court proceedings. *Jackson v. Dackman Co.*, 422 Md. 357, 373 n.10 (2011). The right to a jury trial is provided for in Article 23 of the Maryland Constitution Declaration of Rights, which states that “[t]he right of trial by Jury in all issues of fact in civil proceedings in the several Courts of Law in this State, where the amount in controversy exceeds the sum of \$25,000, shall be inviolably preserved.” The jury trial guarantee of Article 23 is “inapplicable where the legislature has committed to an administrative agency the initial decision making function with respect to a particular class of disputes.” *Consumer Protection Div. v. Morgan*, 387 Md. 125, 192 (2005) (quoting *Maryland Aggregates v. State*, 337 Md. 658, 680 (1995)). Further, summary judgment does not impair the constitutional right to a jury. *Frush v. Brooks*, 204 Md. 315 (1954). “[W]hen a

trial court determines, in a summary judgment proceeding, that there is no genuine dispute of material fact, there is no ‘issue of fact’ for a jury to decide.” *Soleimanzadeh v. Montgomery Cnty.*, 208 Md. App. 107 (2012), *rev’d on other grounds*, 436 Md. 377 (2013).

“Both the Due Process Clause of the Fourteenth Amendment and Article 24 of the Maryland Declaration of Rights protect interests in life, liberty, and property from deprivation or infringement by government without appropriate procedural safeguards.” *Roberts v. Total Health Care, Inc.*, 349 Md. 499 (1998). The two core procedural due process rights are (1) notice, and (2) a meaningful opportunity to be heard. *Id.* (citing *LaChance v. Erickson*, 522 U.S. 262, 266 (1998)). “Due process does not require adherence to any particular procedure. On the contrary, due process is flexible and calls only for such procedural protections as the particular situation demands.” *Dept. of Transp., Motor Vehicle Admin. v. Armacost*, 299 Md. 392 (1984).

A person seeking judicial review of a decision of the MIA must “file a petition for judicial review in a circuit court authorized to provide the review.” Md. Rule 7-202; Ins. § 2-215(c). The petition for judicial review must be filed within 30 days of the date of the order in question. Md. Rule 7-203; Ins. § 2-215(d). The agency below is responsible for “transmit[ting] to the clerk of the circuit court the original or a certified copy of the record of proceedings within 60 days after the agency receives the first petition for judicial review.” Md. Rule 7-206. “Unless otherwise ordered by the court . . . the hearing shall be no earlier than 90 days from the date the record was filed.” Md. Rule 7-208.

“Unless a hearing is waived by the parties, the court shall hold a hearing.” Md. Rule

7-208(a). “Additional evidence in support of or against the agency’s decision is not allowed unless permitted by law.” Md. Rule 7-208(c). The court “may dismiss the action for judicial review or may affirm, reverse, or modify the agency’s order or action, remand the action to the agency for further proceedings, or an appropriate combination of the above.” Ins. § 2-215(h). Following a written summary judgment motion, “[t]he court shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Md. Rule 2-501(f).

C. Analysis

Mr. Tabb’s constitutional arguments have no merit. Mr. Tabb was not entitled to a jury on his administrative claim. *Morgan*, 387 Md. at 192. He was given notice and a meaningful opportunity to be heard at every stage of the process.

The circuit court’s summary judgment hearing did not impermissibly “fast-track” Mr. Tabb’s judicial review. Maryland Rule 2-708 allows the circuit court to set a hearing earlier than 90 days from the date the record was filed. Here, where the case turned on the existence and enforceability of a settlement agreement, a summary judgment hearing was competent to review all relevant evidence and dismiss the action. The only relevant issue before the circuit court was whether the settlement agreements were binding on Mr. Tabb. Any evidence related to the underlying dispute would not affect the circuit court’s determination.

II.

Summary Decision

A. *Mr. Tabb's Contentions*

Mr. Tabb argues that “the MIA has allowed Summary Decisions, for the insurance companies to control their own destiny without challenge, even though a genuine dispute exists.” Mr. Tabb does not argue that he never signed the settlement agreements, or that the agreements are unenforceable by their terms. Instead, Mr. Tabb argues that “[t]he OAH . . . deemed that Appellant [Mr. Tabb] could not represent [SSSI], [Nadine Tabb], and or Appellant,” and he therefore “could not sign any type of settlement with GEICO.”

B. *Legal Framework*

“A hearing officer may grant a proposed or final summary decision if the hearing officer finds that: (a) There is no genuine dispute of material fact; and (b) A party is entitled to prevail as a matter of law.” COMAR 31.02.01.07(G). “A material fact is a fact the resolution of which will somehow affect the outcome of the case.” *Jones v. Mid-Atl. Funding Co.*, 362 Md. 661, 675 (2001) (quoting *King v. Bankerd*, 303 Md. 98, 111 (1985)). “[A] dispute as to facts relating to grounds upon which the decision is not rested is not a dispute with respect to a material fact.” *Salisbury Beauty Sch. v. State Bd. of Cosmetologists*, 268 Md. 32, 40 (1973).

Under the laws of both Maryland and West Virginia, a corporate officer has the authority to bind the corporation to a contract. Specifically, Maryland laws provides:

- (a) As between himself and the corporation, an officer or agent of the corporation has the authority and shall perform the duties in the

- management of the assets and affairs of the corporation as:
- (1) Provided in the bylaws; and
 - (2) Determined from time to time by resolution of the board of directors and not inconsistent with the bylaws.
- (b) The rights of any third party are not affected or impaired by any bylaw or resolution referred to in subsection (a) of this section unless the third party has knowledge of the bylaw or resolution.

Maryland Code (1975, 2014 Repl. Vol.), Corporations and Associations (“Corps.”) § 4-414.

West Virginia law similarly provides that “[e]ach officer has the authority and shall perform the duties set forth in the bylaws or, to the extent consistent with the bylaws, the duties prescribed by the board of directors or by direction of an officer authorized by the board of directors to prescribe the duties of other officers.” W. Va. Code Ann. § 31D-8-841 (West). West Virginia corporations have the power to make contracts and guarantees, W. Va. Code Ann § 31D-3-302(7), and an agent of the corporation is assumed to have authority to bind the corporation in contracts related to its business, *see Thomas & Moran v. Kanawha Valley Traction Co.*, 80 S.E. 476, 478 (W. Va. 1913).

C. Analysis

The Associate Commissioner’s grant of summary decision was fully supported by evidence that Mr. Tabb released his claims through two valid settlement agreements. The language of these agreements is plain and unambiguous, and they fully release GEICO from any claims related to the incident on May 17, 2019. Mr. Tabb has never disputed that he signed these agreements; instead, he claims that he was without legal authority to release any claims. However, Mr. Tabb’s contentions are without merit.

Mr. Tabb’s authority to represent SSSI, Nadine Tabb, or even himself at a hearing before the OAH is separate from his authority to bind SSSI to a contract such as a settlement agreement. There is no colorable contention that Mr. Tabb was legally incompetent to sign either settlement agreement on his own behalf. And as an officer of SSSI, Mr. Tabb is assumed to have authority to bind the corporation to a settlement agreement. *See* Corps. § 2-414(b); *Thomas & Moran*, 80 S.E. at 478. There is no evidence that Mr. Tabb ever represented to GEICO that he did not have authority to bind SSSI—in fact, the settlement agreement that he signed states that “[t]he Undersigned is competent, over the age of eighteen (18) and has authority to execute this document.”

Because the Associate Commissioner’s decision was legally sound and rationally supported by evidence in the record, we affirm the grant of summary decision and hold that Mr. Tabb released all claims related to the incident on May 17, 2019.

**JUDGMENTS OF THE CIRCUIT COURT
FOR BALTIMORE CITY AFFIRMED;
COSTS TO BE PAID BY APPELLANT.**