UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1676

September Term, 2015

EDMUND AWAH

v.

AUTOGUARD ADVANTAGE CORPORATION, et al.

Krauser, C.J.
Graeff,
Nazarian

JJ.

PER CURIAM

Filed: December 12, 2016

Edmund Awah, appellant, filed a civil action against Autoguard Advantage Corporation ("Autoguard") and Criswell Performance Imports ("Criswell") in the Circuit Court for Howard County, claiming, among other things, breach of a service contract (the "Contract") for a vehicle he purchased from Criswell and Autoguard. The Defendants filed a motion to dismiss, claiming that Awah failed to arbitrate his claim, as required by the Contract. The circuit court granted the Defendants' motion. In this *pro se* appeal, Awah maintains that the circuit court erred in granting the motion to dismiss because he never signed an agreement to arbitrate. We affirm.

When Awah purchased the service Contract, he admittedly signed a one-page Vehicle Service Contract Application (the "Application"), which listed pertinent information related to the Contract, the remainder of which was contained in a separate document and included an agreement to arbitrate all claims related to the Contract. Although the entire Contract was not presented to Awah when he signed the Application, the Application included several declarations referencing the Contract. One of the declarations stated that Awah "understands and acknowledges that…this is an Application for a service Contract…[and] will be attached to, and will become a part of the service Contract." The Application also stated that Awah "has reviewed and understands the service Contract and will abide by the terms of the service Contract."

"[W]hen the language of the contract is plain and unambiguous there is no room for construction, and a court must presume that the parties meant what they expressed." *Sierra Club v. Dominion Cove Point LNG, L.P.*, 216 Md. App. 322, 331 (2014). Here, the language of the Contract clearly stated that the Application, which Awah signed, was part

of the Contract and would be attached accordingly. By signing, Awah also acknowledged that he reviewed and understood the Contract, which included an agreement to arbitrate all claims under the Contract. That the entirety of the Contract was not presented to Awah when he signed the Application is not, by itself, proof that Awah did not agree to the arbitration provision. *See Patton v. Wells Fargo Financial Maryland, Inc.*, 437 Md. 83, 109 (2014) ("Under Maryland law, parties to a contract may voluntarily agree to define their contractual rights and obligations by reference to documents or rules external to the contract."). In short, by signing the Application (which incorporated the Contract), Awah agreed to arbitration in lieu of seeking redress through the courts. Thus, the trial court did not err in dismissing Awah's complaint. *See Holmes v. Coverall North America, Inc.*, 336 Md. 534, 541 (1994) (discussing the general policy favoring the enforcement of agreements to arbitrate).

JUDGMENT OF THE CIRCUIT COURT FOR HOWARD COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.