

Circuit Court for Prince George's County
Case No. CAL16-41955

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 2055

September Term, 2017

MIA, *ex. rel.*, S.S.

v.

CAPITAL AREA TITLE, LLC

Wright,
Berger,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: February 8, 2019

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Starsha Sewell, appellant, filed a complaint with the Maryland Insurance Administration (“MIA”) alleging that Capital Area Title, LLC, appellee, (Capital Area Title) had violated § 10-126 of the Insurance Article. In the complaint, Ms. Sewell claimed that Capital Area Title had issued her a title insurance policy when she purchased her home, and that the policy should have reimbursed her for the remaining balance on her mortgage after her home was foreclosed.¹ Ms. Sewell further alleged that, after the foreclosure, Capital Area Title altered the policy to exclude coverage for the loss of her home, thus preventing her from recovering on her claim. She also contended that appellee had lacked a license to do business in Maryland at the time it issued the policy.

Following a hearing, the Maryland Insurance Commissioner (Commissioner) entered an order finding that Capital Area Title had not violated § 10-126 of the Insurance Article. Specifically, the Commissioner determined that: (1) “[a]t the time of the Settlement, Capital Area Title, LLC, was lawfully operating and registered and licensed to do business in the State of Maryland”; (2) Ms. Sewell had “failed to prove that there was an alteration of the Policy or any other Settlement documents by [appellee]”; and (3) the original policy did not provide coverage for Ms. Sewell’s loan default and subsequent foreclosure. Ms. Sewell filed a petition for judicial review in the Circuit Court for Prince George’s County and the court affirmed the Commissioner’s decision. On appeal, Ms. Sewell presents the following questions for our review, which we quote:

- (1) Whether the Circuit Court’s ruling is reviewable under appeal pursuant to MD 2-535(b) mistake, fraud, and irregularity, due to the

¹ Ms. Sewell claims that the foreclosure was wrongful. However, that issue is not before this Court on appeal.

grave error and the Assistant Attorney General’s violation of the Insurance Article Title 31.02.01.00(14)?

- (2) Whether, Assistant Attorney General’s Laskaris legal representation of the Appellee in a Maryland Insurance Administration Ex Rel. of Starsha Sewell serves as a violation of the Maryland Code 2013 Corporations and Associations 1-405 a (1) and (2), as he engaged in extrinsic fraud on the PG County Circuit Court, and breached the settlement agreement of former Attorney General Doug Gansler?
- (3) Whether this court will correct the grave error of the PG County Circuit Court and the Maryland Insurance Administration, and enforce the Appellants “Homeowners Title Insurance Policy” valued at \$299,000; the Property is valued at \$314,000; with treble damages at (3 times the value of the policy), plus punitive damages for causing 8 years of displacement from my physical property for using doc-x technology to change my lender from “First Home Mortgage” to “First Home Mortgage Corporation?

Because Ms. Sewell has not shown any error in the Commissioner’s decision, we affirm.

Maryland Rule 8-504(a) requires a party’s brief to contain a “clear concise statement of the facts material to a determination of the questions presented,” a “concise statement of the applicable standard of review for each issue,” and “[a]rgument in support of the party’s position on each issue.” Ms. Sewell’s brief contains none of these things. Although Ms. Sewell makes three claims of error, her claims are not supported by facts in the record or relevant legal authority. Instead, her arguments consist solely of conclusory allegations of misconduct by appellee, the circuit court, and the Attorney General. In fact, Ms. Sewell’s brief does not raise any specific claims of error with respect to the Commissioner’s order, other than to generally state that this Court should “correct the grave error of . . . the Maryland Insurance Administration, and enforce [her] ‘Homeowners Title Insurance Policy.’” Although we are mindful that Ms. Sewell is proceeding *pro se*,

it is not this Court’s responsibility to “attempt to fashion coherent legal theories to support [her] sweeping claims” of misconduct. *See Konover Property Trust, Inc. v. WHE Assocs., Inc.*, 142 Md. App. 476, 494 (2002). Because her claims are not presented with particularity, they are not properly before this Court. *See Diallo v. State*, 413 Md. 678, 692-93 (2010) (noting that arguments that are “not presented with particularity will not be considered on appeal” (citation omitted)).

Nevertheless, we note that even if these issues had been properly briefed, we would not reverse the Commissioner’s final decision. When reviewing an administrative agency’s decision, “we look ‘through the circuit court’s . . . decision[], although applying the same standards of review, and evaluate [] the decision of the agency.’” *People’s Counsel for Baltimore County v. Loyola College in Maryland*, 406 Md. 54, 66 (2008) (citation omitted). And, having reviewed the administrative record in this case, including the testimony and exhibits introduced at the hearing, we are persuaded that the Commissioner’s findings of fact are supported by “substantial evidence in the record” and that the decision is not “premised upon an erroneous conclusion of law.” *See Maryland Aviation Admin v. Noland*, 386 Md. 556, 571-72 (2005) (outlining the standard of review of an adjudicatory decision by an administrative agency).

Finally, there is no merit to Ms. Sewell’s claims that the Office of the Attorney General either violated Section 1-405(a)(1) and (2) of the Corporations and Association Article or “breached the settlement agreement of former Attorney General Doug Gansler” when it represented appellee in the circuit court. First, these claims are not supported by any evidence in the record. Moreover, they are based on Ms. Sewell’s incorrect belief that

the Office of the Attorney General was representing appellee in the circuit court. It was not. Rather, it was representing the MIA, as it is required to do by § 2-104(g)(1) of the Insurance Article.

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