Circuit Court for Anne Arundel County
Case No. C-02-CV-16-001485

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 512

September Term, 2017

CHUKWUEMEKA EGWU

v.

ALLSTATE INSURANCE COMPANY

Woodward, C.J.,
Kehoe,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: June 12, 2018

*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.

On May 2, 2016, Chukwuemeka Egwu, appellant, filed a "Motion for the Court to Settle Bad Faith and Dehumanizing Claim Settlement Offer by Allstate Insurance Company," which the Circuit Court for Anne Arundel County treated as the filing of a complaint. Egwu, a self-represented litigant, alleged that he was in an automobile accident on November 23, 2015, with an uninsured motorist. He claimed that his insurer, Allstate Insurance Company ("Allstate"), appellee, should pay him $30,000 for his medical bills and lost wages, the limits of his uninsured motorist policy, plus punitive and other damages. Pursuant to a motion from Allstate, the circuit court dismissed Egwu's bad faith claims and claim for punitive damages, leaving only Egwu's breach of contract claim. On May 2, 2017, the circuit court conducted a jury trial, but at the conclusion of Egwu's case-in-chief, the court granted Allstate's motion for judgment. Egwu appealed and contends that the court's order was not "constitutionally" correct. For the reasons stated below, we affirm.

Allstate does not dispute that Egwu was involved in a motor vehicle accident on the Baltimore-Washington Parkway with an uninsured motorist. (Indeed, Allstate paid Egwu the policy limit of $2,500 on his personal injury protection benefits.) Following the accident, Egwu alleges that he was taken to the emergency room and diagnosed with whiplash. He contends that he saw other medical providers approximately six months after the accident, and that this treatment was causally related to the accident. Accordingly, he sought coverage for this treatment pursuant to his uninsured motorist policy with Allstate. At trial, Egwu attempted to introduce his medical records and bills without expert testimony, and the court sustained Allstate's objection, ruling that Egwu could not testify as to the medical opinions, diagnoses, or amount of the bills. Due to the lack of expert

testimony, the court granted Allstate's motion for judgment, concluding that Egwu had failed to prove his claim that Allstate had breached the contract.

Preliminarily, Allstate contends that this Court should dismiss this appeal due to Egwu's failures to comply with the rules of appellate procedure. Specifically, Allstate argues that Egwu's brief and record extract do not comply with Rules 8-501(c) and 8-504(a)(4). As to Egwu's brief, Allstate contends that the statement of facts does not cite to pages in the record extract and includes material which was not before the circuit court. Additionally, Allstate asserts that Egwu's record extract is incomplete and does not contain "all parts of the record that are reasonably necessary for the determination of the questions presented by the appeal and any cross-appeal[,]" as required by Rule 8-501(c). Certainly, Egwu's record extract does not include a full copy of the insurance contract and includes only five pages of the trial transcript.

The Court of Appeals has remarked that the rules of procedure are "'precise rubrics established to promote the orderly and efficient administration of justice, and thus are to be strictly followed.'" *Lisy Corp. v. McCormick & Co., Inc.*, 445 Md. 213, 224 (2015) (quoting *Duckett v. Riley*, 428 Md. 471, 477 (2012)). It is, however, the "'preferred alternative'" to "'reach a decision on the merits of the case.'" *McAllister v. McAllister*, 218 Md. App. 386, 399 (2014) (quoting *Joseph v. Bozzuto Mgmt. Co.*, 173 Md. App. 305, 348 (2007)). "Consequently, this Court typically will not dismiss an appeal, even in the face of non-compliance with Rule 8-501, unless the appellee sustains prejudice." *Id.* In this case, Allstate supplied the missing material in its appendix. Accordingly, we deny

Allstate's motion to dismiss, but we will impose the cost of printing that material on Egwu. *See* Rule 8-501(m).

A party may move for judgment pursuant to Rule 2-519. We review a trial court's decision to grant a motion for judgment in the same manner as the trial court. *See Barrett v. Nwaba*, 165 Md. App. 281, 290 (2005). Accordingly, "'[w]e assume the truth of all credible evidence on the issue, and all fairly debatable inferences therefrom, in the light most favorable to the party against whom the motion is made.'" *Id.* (quoting *Moore v. Myers*, 161 Md. App. 349, 362 (2005)). "'[W]e ask whether on the evidence adduced, viewed in the light most favorable to the non-moving party, any reasonable trier of fact could find the elements of the tort by a preponderance of the evidence . . . . If there is even a slight amount of evidence that would support a finding by the trier of fact in favor of the plaintiff, the motion for judgment should be denied.'" *Sugarman v. Liles*, 234 Md. App. 442, 464 (2017) (quoting *Asphalt & Concrete Servs., Inc. v. Perry*, 221 Md. App. 235, 271-72 (2015), *aff'd*, 447 Md. 31 (2016)), *cert. granted*, 457 Md. 399 (2018).

Egwu seems to argue that granting Allstate's motion for judgment violated the Fourteenth Amendment of the United States Constitution in that he believes Allstate was contractually obligated to pay the claim he made because he made it, and he paid for the policy. Egwu fails to appreciate, however, that the policy provides that Allstate will pay "those damages which an insured person is legally entitled to recover[.]" The Court of Appeals has defined "legally entitled to recover" to mean "that the insured establish fault on the part of the uninsured or underinsured motorist and establish the amount of his or her damages." *W. Am. Ins. Co. v. Popa*, 352 Md. 455, 467 (1998).

In *Desua v. Yokim*, 137 Md. App. 138, 147 (2001), this Court determined that expert testimony will ordinarily be necessary to establish a causal relationship between an earlier injury and subsequent trauma. We recognized that there are exceptions to this general rule, but none of those are applicable here.[1] *Id.* Furthermore, this Court concluded that expert testimony is also necessary to establish that medical treatment was medically necessary and reasonable. *Id.* at 143-45.

Here, Egwu failed to introduce expert testimony that the injuries he claimed were a result of the November 23, 2015 auto accident were, in fact, causally related to the accident. Moreover, Egwu failed to have an expert testify that the treatment sought was medically necessary, and that the amounts charged were reasonable. We agree with the circuit court

[1] We recognized that expert testimony may not be necessary

> "when some combination of the following circumstances is present: 1) a very close temporal relationship between the initial injury and the onset of trauma; 2) the manifestation of the trauma in precisely the same part of the body that received the impact of the initial injury; 3) [] some medical testimony, albeit falling short of a certain diagnosis; and 4) an obvious cause-and-effect relationship that is within the common knowledge of laymen."

Desua, 137 Md. App. at 147 (quoting *S.B. Thomas, Inc. v. Thompson*, 114 Md. App. 357, 382 (1997)).

that expert testimony was required in this case, and the court was correct in granting Allstate's motion for judgment.

MOTION TO DISMISS DENIED.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED. COSTS, INCLUDING ALLSTATE'S COSTS OF REPRODUCING TRANSCRIPT AND INSURANCE POLICY IN APPENDIX, TO BE PAID BY APPELLANT.