

Circuit Court for Baltimore County
Case No.: C-03-CV-21-001519

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 93

September Term, 2023

MATTHEW P. SEFCIK, *et al.*

v.

STATE FARM FIRE AND
CASUALTY COMPANY

Ripken,
Tang,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: February 5, 2024

*This is a per curiam opinion. Consistent with Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

In May 2021, Matthew P. Sefcik, appellant, sued State Farm Fire and Casualty Company, appellee, in the Circuit Court for Baltimore County alleging negligence and breach of contract and seeking both compensatory and punitive damages. Sefcik maintained a State Farm homeowners’ insurance policy on a residence that was damaged in a 2018 fire.¹ His suit claimed that, although State Farm made payments under the policy for three years, he was still owed (1) the remaining policy limits as necessary to tear down and rebuild the residence; and (2) “millions for loss of use.”

Sefcik’s appeal encompasses four orders by the circuit court. He first challenges a December 2021 Order dismissing his negligence and punitive-damages claims for failure to state claims upon which relief can be granted. He next challenges two discovery-related orders: a May 2022 Order compelling his response to State Farm’s discovery requests, and a July 2022 Order precluding him from introducing at trial any documents not produced during discovery. Finally, Sefcik challenges a February 2023 Order granting summary judgment on his remaining breach-of-contract claim. For the following reasons, we shall affirm.

We first review the granting of State Farm’s motion to dismiss for legal correctness. *See Davis v. Frostburg Facility Operations, LLC*, 457 Md. 275, 284 (2018). On appeal, Sefcik contends the circuit court erred in dismissing his claims for negligence and punitive damages because he alleged State Farm acted with malice in refusing to pay his insurance

¹ The property was owned by Sefcik’s mother, who lived there and co-owned the relevant insurance policy. Sefcik’s mother was also a co-plaintiff in the circuit court proceedings, but despite signing the notice of appeal, she did not file a brief or otherwise participate in this appeal.

claim. But, aside from a statutory exception not applicable here, “Maryland does not recognize a specific tort action against an insurer for bad[-]faith failure to pay an insurance claim.” *Johnson v. Federal Kemper Ins. Co.*, 74 Md. App. 243, 248 (1988). Sefcik was therefore limited to a pure breach-of-contract claim. And “[i]n an action for breach of contract alone, . . . punitive damages are not available even if the plaintiff can show actual malice.” *Id.* at 249. Thus, the circuit court did not err in dismissing Sefcik’s claims for negligence and punitive damages.

We next turn to the circuit court’s discovery orders, which we review for an abuse of discretion. *Rodriguez v. Clarke*, 400 Md. 39, 57 (2007). A court abuses its discretion only “where no reasonable person would take the view adopted by the trial court or when the court acts without reference to any guiding principles.” *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (cleaned up). Sefcik’s sole argument about these orders is that the circuit court did not consider his oppositions to State Farm’s discovery motions before granting them. But his opposition to State Farm’s Motion to Compel, in essence, stated that he had either already provided the requested information and documents or that he would do so soon. The court’s May 2022 Order merely set a 15-day deadline for him to finish producing discovery that was already more than a month late. And the court’s July 2022 Order specifically stated that it had considered State Farm’s motion “and any [o]pposition filed thereto” before issuing the order. Under these circumstances, we find no abuse of discretion.

Finally, we review the court’s granting of summary judgment *de novo*. *Webb v. Giant of Maryland, LLC*, 477 Md. 121, 347 (2021). In doing so, “we independently review

the record to determine whether there exist[ed] any genuine issue of material fact and whether the moving party [was] entitled to judgment as a matter of law.” *Walk v. Hartford Cas. Ins. Co.*, 382 Md. 1, 14 (2004). In his brief, Sefcik contends that his opposition to State Farm’s summary-judgment motion adequately alleged disputes of material fact to require a trial. In that opposition, he alleged, generally, that there remained disputes as to the extent of repairs needed to the residence. But he neither specified what the estimated costs of repairs would be, nor produced any evidence to support their necessity beyond his own general assertions. *See* Md. Rule 2-501(b). “General allegations [that] do not show facts in detail and with precision are insufficient to prevent the entry of summary judgment.” *Lynx, Inc. v. Ordnance Products*, 273 Md. 1, 7–8 (1974). Accordingly, Sefcik failed to demonstrate a genuine dispute of material facts, and the circuit court did not err in awarding State Farm summary judgment.

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