Circuit Court for Baltimore City
Case No. 24-C-17-005112

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 386

September Term, 2018

AMANDA R. JONES

v.

TOYOTA MOTOR SALES, U.S.A., INC.

Berger,
Friedman,
Beachley,

JJ.

Opinion by Friedman, J.

Filed: August 1, 2019

In exchange for $10,500, Amanda Jones entered into a general release by which she settled "any and every claim," known and "unknown and unanticipated" "resulting … from" her car accident on December 10, 2016. Despite that seemingly clear release, Jones has now sued Toyota Motor Sales alleging that a defect in her car contributed to her injuries. The trial court granted summary judgment for Toyota and we affirm.

FACTS

On December 10, 2016, Jones was driving her 2011 Toyota Prius and was hit from behind by a 2003 Kia SUV owned by Perry Locklear and driven by Richard Adams. Jones reached a settlement with GEICO on behalf of Locklear and Adams by which GEICO paid Jones $10,500, and Jones granted GEICO a general release, which provides as follows:

RELEASE

IN FULL OF ALL CLAIMS

> I/we, Amanda Renee Jones, Releasor(s) of 2903 Dunmurry Road, City of **Dundalk** State **Maryland** Being over the age of majority, for and in consideration of a check for the sum of **Ten Thousand Five Hundred** Dollars (**$10,500.00**), lawful money of the United States of America to me/us in hand paid, the receipt of which is hereby acknowledged, do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby remise, release, and forever discharge Perry Locklear and Richard Adams Releasee(s), successors and assigns, and/or his or their associates, heirs, executors and administrators, and all other persons, firms[,] or corporations of and from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all personal injuries and consequences thereof, including, but not limited to, all causes of action preserved by the wrongful death statute applicable, any loss of services and consortium, any injuries which may exist but which at this time are unknown and unanticipated and

> which may develop at some time in the future, all unforeseen developments arising from known injuries, and any and all property damage resulting or to result from an accident that occurred on or about the 10th day of December, 2016, at or near Baltimore, MD and especially all liability arising out of said accident including, but not limited to, all liability for contribution and/or indemnity. AS A FURTHER CONSIDERATION FOR THE MAKING OF SAID SETTLEMENT AND PAYMENT, IT IS EXPRESSLY WARRANTED AND AGREED:
>
> (l) That I/we understand fully that this is a final settlement and disposition of the disputes both as to the legal liability for said accident, casualty, or event and as to the nature and extent of the injury, illness, disease and/or damage which I/we have sustained and I/we understand that liability is denied by Perry Locklear and Richard Adams Releasee(s), and it is covenanted and agreed between the Releasor(s) and Releasee(s) herein that this release and settlement is not to be construed as an admission of liability on the part of said Releasee(s); that this release and settlement agreement shall not be used by said Releasor(s) or any one on his behalf as a defense or estoppel in any action which is now pending or may be brought hereafter by said Releasee(s) against said Releasor(s) or his agents and servants, and any claim of whatever kind or nature the Releasee(s) might have or hereafter have arising from said accident is expressly reserved to them.
>
> (2) That I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors, assigns and next of kin covenant to indemnify and save harmless the Releasee(s) from any and every claim or demand of every kind or character from said accident which may ever be asserted.
>
> (3) That no promise, agreement, statement or representation not herein expressed has been made to or relied upon by me/us and this release contains the entire agreement between the parties.

Sometime thereafter, Jones received a recall notice from Toyota informing her of a problem with curtain shield air bags in the car. Jones then brought suit against Toyota

alleging that the defective air bags contributed to her injuries. Based on the GEICO release, the circuit court granted summary judgment. Jones has appealed that decision.

ANALYSIS

Pursuant to Rule 2-501, a circuit court "shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute of material fact and that the party in whose favor judgment is granted is entitled to judgment as a matter of law." MD. RULE 2-501(f). We review an award of summary judgment without deference. *Injured Workers' Ins. Fund v. Orient Exp. Delivery Service, Inc.*, 190 Md. App. 438, 450-51 (2010).

There is no genuine dispute about the language of the release[1] and Maryland law is crystal clear that a release of one joint tortfeasor that also releases "all other persons" acts as a release of all joint tortfeasors. *Pemrock, Inc. v. Essco Co., Inc.*, 252 Md. 374, 379-80 (1969); *Buckley v. Brethren Mut. Ins. Co.*, 207 Md. App. 574, 592-93 (2012), *aff'd* 437 Md. 332 (2014).[2] By entering into the release with GEICO, Jones released Toyota as well.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED. COSTS TO BE PAID BY APPELLANT.

[1] Any other dispute—like the cause of the accident or Jones' injuries—while perhaps genuine, is not material.

[2] Jones attempts to distinguish relevant cases because they arise in different factual contexts—the *Chicago Title* case arose in a misappropriation of funds context, the *Owens-Illinois* case in an asbestos personal injury context—but those are factual distinctions without a difference. *See Appellant's Brief*, pg. 4 (discussing *Chicago Title Ins. Co. v. Lumbermen's Mut. Cas. Co.*, 120 Md. App. 538, 548 (1998) and *Owens-Illinois, Inc. v. Cook*, 386 Md. 468, 495 (2005)). The only critical fact is the language of the release. If Jones could distinguish that, she might have something.