

Circuit Court for Montgomery County
Case No. C-15-CV-23-004255

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 1468

September Term, 2024

GREGORY H. SACHS

v.

VERA LOEFFLER

Wells, C.J.,
Beachley,
Battaglia, Lynne A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: October 15, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellant, Gregory H. Sachs, as Executor of the Estate of Roberta Sachs, appeals the Circuit Court for Montgomery County’s denial of a petition to confirm an arbitration award against appellee, Vera Loeffler. Mr. Sachs presents one question for our review, which we have distilled to:

Did the circuit court err in denying appellant’s petition to confirm the arbitration award?¹

Discerning no error, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On December 4, 2017, appellant’s mother, Roberta Sachs, now deceased, was involved in a motor vehicle accident with Ms. Loeffler. The severity of the accident is disputed. Ms. Sachs claimed that she suffered “horrific” injury and “unimaginable pain.” Ms. Loeffler, meanwhile, contends that the accident was “very minor in nature, without need for emergency personnel to respond” and “both women [drove] home from the accident scene in their respective vehicles . . . without need for medical attention.” Ms. Sachs filed a negligence action against Ms. Loeffler in December 2019, claiming an array of compensatory damages. Ms. Sachs passed away in September 2021 while the suit was pending. Mr. Sachs became the Executor of his mother’s estate and the estate, in turn, was

¹ Mr. Sachs phrased his question: Did the Circuit Court err in denying Appellant’s Petition to Confirm the Award, when (a) the parties specifically agreed that “the arbitration will be governed by the Maryland Uniform Arbitration Act[,] and (b) the MUAA unambiguously mandates that a court “shall confirm the award, unless the other party has filed an application to vacate, modify, or correct the award within the time period provided in §§ 3-222 and 3-223 of this subtitle[,]” which Appellee did not do?

substituted for Ms. Sachs as the party in interest.

In April 2022, the parties entered into a binding arbitration agreement (the “Binding Agreement”). The Binding Agreement was subject to a “high-low” provision that stated that the arbitration award “will be restricted to being no less than \$100,000 and no more than \$700,000.” Accordingly, if the arbitrator’s award was less than the “low” figure, the estate would receive the agreed-upon low of \$100,000. Similarly, if the arbitration award exceeded the specified high, the estate would recover only the agreed-upon high of \$700,000. If the award fell between the low and high, the estate would receive the actual sum awarded. Although not contained within the Binding Agreement, the parties agreed as part of a “Case Management Order” that arbitration would be governed by the Maryland Uniform Arbitration Act (“MUAA”), codified at Md. Code (1973, 2020 Repl. Vol.), § 3-201 *et seq.* of the Courts and Judicial Proceedings Article (“CJP”). The arbitration proceedings, held before retired U.S. Magistrate Judge William Connelly, spanned two days in March 2023. On June 22, 2023, Judge Connelly issued a written Final Award, finding Ms. Loeffler liable for Ms. Sachs’s injuries and awarding damages in the amount of \$878,818.93.

On November 15, 2023, Mr. Sachs filed in the Circuit Court for Montgomery County a Petition to Confirm Arbitration Award and Enter Judgment pursuant to Section 3-227 of the MUAA, requesting the court to enter judgment for \$878,818.93. Ms. Loeffler removed the case to federal court under diversity jurisdiction, claiming that, based on the information contained in Ms. Sachs’s obituary, she was a citizen of the state of Colorado

rather than Maryland. On April 18, 2024, the United States District Court for the District of Maryland ruled that the federal court lacked diversity jurisdiction and remanded the case to the circuit court.

Following the remand order, Ms. Loeffler filed an Opposition to the Petition to Confirm Arbitration Award. After the parties filed memoranda of law, a motions hearing was held in the circuit court on August 20, 2024. On August 30, 2024, the court issued its opinion and order, denying Mr. Sachs’s Petition to Confirm Arbitration Award and Enter Judgment, and dismissing the case with prejudice. Mr. Sachs timely filed this appeal.

DISCUSSION

Standard of Review

“A circuit court’s decision to grant or deny a petition to vacate or confirm an arbitration award is a conclusion of law, which we review without deference.” *WSC/2005 LLC v. Trio Ventures Assocs.*, 460 Md. 244, 253 (2018). The standard of review is de novo. *Prince George’s Cnty. Police Dep’t v. Prince George’s Cnty. Police Civilian Emp. Ass’n*, 219 Md. App. 108, 119 (2014).

Analysis

Mr. Sachs argues that the plain language of the MUAA required the circuit court to confirm the \$878,818.93 arbitration award. He asserts that Ms. Loeffler had an affirmative obligation to file an application to vacate, modify, or correct the arbitration award under §§3-222 and/or 3-223 of the MUAA. Section 3-222 of the MUAA provides that “[a] party may apply to the arbitrators to correct an award within 20 days after delivery of the award

to the applicant.” Section 3-223 (a) allows the court to “modify or correct the award” if a petition is “filed within 90 days after delivery of a copy of the award to the applicant.”²

Because Ms. Loeffler did not seek to correct the award under either CJP §§ 3-222 or 3-223, Mr. Sachs argues that § 3-227(b) is “unambiguously clear” in providing that “[t]he court shall confirm the award, unless the other party has filed an application to vacate, modify, or correct the award within the time provided in §§ 3-222 and 3-223 of this subtitle.” In short, Mr. Sachs contends that because the parties agreed that the Binding Agreement would be governed by the MUAA, and Ms. Loeffler did not petition to correct the award as provided in CJP §§ 3-222 and 3-223, the court must confirm the award in accordance with CJP § 3-227.

Ms. Loeffler, on the other hand, argues that she had no such responsibility because “there was nothing to modify or correct,” as the Binding Agreement itself restricted the award to no more than \$700,000. Moreover, Ms. Loeffler contends that the circuit court correctly interpreted the high-low provision of the Binding Agreement as a “settlement in

² CJP § 3-223(b) provides that “[t]he court shall modify or correct the award if:

(1) There was an evident miscalculation of figures or an evident mistake in the description of any person, thing, or property referred to in the award;

(2) The arbitrators have awarded upon a matter not submitted to them and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

(3) The award is imperfect as a matter of form, not affecting the merits of the controversy.”

which a defendant agrees to pay the plaintiff a minimum recovery in return for the plaintiff’s agreement to accept a maximum amount regardless of the outcome[.]” (Quoting *High-Low Agreement*, BLACK’S LAW DICTIONARY (12th ed. 2024)). Thus, Ms. Loeffler asserts that the circuit court properly ruled that the Binding Agreement constituted a conditional settlement agreement with the arbitrator’s award being subject to the agreed high-low provision.

Maryland has historically interpreted high-low agreements through a contract law lens. “Settlement agreements are subject to the same general rules of construction that apply to other contracts.” *Pinnacle Group, LLC v. Kelly*, 235 Md. App. 436, 456 (2018) (citing *O’Brien & Gere Eng’rs, Inc. v. City of Salisbury*, 447 Md. 394, 421 (2016)). When a court reviews a contract, “[t]he basic precept of contract interpretation is to contemplate and effectuate the parties’ intentions.” *Id.*

The provisions of the Binding Agreement relevant to this case are the following:

4. Upon completion of the Arbitration and receipt of payment in accordance with the Arbitrator’s decision (**subject to the High/Low Agreement referenced herein below**), a dismissal, with prejudice, of the Circuit Action shall promptly be filed with the Montgomery Circuit Court.

* * *

8. No attempts shall be made to enroll any award of the Arbitrator as a judgment unless it is necessary to initiate confirmation proceedings in the event of Defendant’s failure to pay the Arbitrator’s award.

* * *

15. That the Arbitration will be subject to a high/low agreement. **That is, the award of the Arbitrator will be restricted to being no less than \$100,000 and no more than \$700,000.**

16. As Roberta Sachs was a Medicare beneficiary, prior to any payout of the arbitration award, Plaintiff’s counsel shall provide a letter from Medicare confirming either that there is no lien asserted with regards to the subject accident or stating the agreed upon pay-off balance of Medicare’s lien. If the Medicare letter confirms no lien, a draft shall be issued to the duly appointed representative of the estate and Plaintiff’s counsel in the amount of the arbitration award, subject to the high/low parameters. If the Medicare letter confirms a lien, one draft shall be issued directly to Medicare in satisfaction of the amount of the stated lien, up to the amount of the arbitration award or applicable high/low parameter, and any remaining balance of the award will be issued in a separate draft to the duly appointed representative of the estate and Plaintiff’s counsel. Should the Medicare lien exceed the amount of the arbitration award or applicable high/low parameter, the duly appointed representative of the estate shall be solely responsible for any remaining balance owed to, or claimed by Medicare.

* * *

19. USAA, on behalf of the Defendant, shall issue its payment(s) consistent with this Agreement with [sic] fourteen (14) days of date of receipt of the latter of the Arbitrator’s award or the aforementioned Medicaid/Medicare lien letter(s).

(Emphasis added).

In construing these terms, we agree with the circuit court that *Maslow v. Vanguri*, 168 Md. App. 298 (2006), is instructive. *Maslow* involved a medical malpractice action where the parties executed a high-low agreement during the course of the trial. *Id.* at 303. Under the agreement, the parties agreed to restrict Ms. Maslow’s damages to not less than \$250,000 and not more than \$1,000,000. *Id.* On appeal, this Court noted the well-established principle that “contractual intent is determined in accordance with what a reasonable person in the position of the parties at the time of the agreement would have intended by the language used.” *Id.* at 319 (quoting *Faulkner v. Am. Cas. Co. of Reading*, 85 Md. App. 595, 605-06 (1991)). We further noted that “a contract is not ambiguous

merely because the parties do not agree as to its meaning. Contractual language is considered ambiguous when the words are susceptible of more than one meaning to a reasonably prudent person.” *Id.* (citations omitted). The *Maslow* Court concluded that the high-low agreement placed on the record in that case “constituted a clear and unambiguous contract” where Ms. Maslow would receive \$250,000 even if the jury exonerated Dr. Vanguri but could not recover more than \$1,000,000 under any circumstance. *Id.* at 319-20.

The Binding Agreement here is similarly clear and unambiguous. Paragraph 15 states: “[T]he Arbitration shall be subject to a high/low agreement. That is, the award of the Arbitrator will be restricted to being no less than \$100,000 and no more than \$700,000.” If that provision were not clear enough, Paragraph 16 explicitly sets forth how any Medicare lien would be handled and corroborates the parties’ clear intent to be bound by their high-low agreement:

If the Medicare letter confirms no lien, a draft shall be issued to the duly appointed representative of the estate and Plaintiff’s counsel in the amount of the arbitration award, subject to the high/low parameters. If the Medicare letter confirms a lien, one draft shall be issued directly to Medicare in satisfaction of the amount of the stated lien, **up to the amount of the arbitration award or applicable high/low parameter**, and any remaining balance of the award will be issued in a separate draft to the duly appointed representative of the estate and Plaintiff’s counsel. **Should the Medicare lien exceed the amount of the arbitration award or applicable high/low parameter**, the duly appointed representative of the estate shall be solely responsible for any remaining balance owed to, or claimed by Medicare.

(Emphasis added). In our view, “a reasonable person in the position of the parties at the time of the agreement” would have interpreted the repeated reference to “high/low

parameter” to mean that the damages awarded could not exceed \$700,000.

We turn to Mr. Sachs’s principal argument that CJP § 3-227(b) required the court to confirm the award because Ms. Loeffler failed to vacate, modify, or correct the award within the time limits provided in §§ 3-222 and 3-223. To resolve this issue, we begin by noting that “[w]hen parties to an arbitration agreement have not established rules of procedure to govern the arbitration, the procedural provisions of the MUAA control.” *Mandl v. Bailey*, 159 Md. App. 64, 87 (2004). However, parties to an arbitration may “knowingly and voluntarily agree upon the rules of procedure that will govern the arbitration of their disputes . . . so long as they comport with basic requirements of due process.” *Id.* (citing *Kovacs v. Kovacs*, 98 Md. App. 289, 304-05 (1993), for the proposition that “parties may waive their procedural rights under the MUAA”). Indeed, *Kovacs* held “that litigants may waive their rights under the Act and submit to arbitration proceedings that do not meet all the requirements of the Act.” 98 Md. App. at 305.

Because “private arbitration is a matter of contract,” *Mandl*, 159 Md. App. at 83, we look to the Binding Agreement to determine whether the parties here agreed to waive or modify certain provisions of the MUAA. Paragraph 8 of the Binding Agreement expressly addresses the limitations related to confirmation of the award, stating that “[n]o attempts shall be made to enroll any award of the Arbitrator as a judgment unless it is necessary to initiate confirmation proceedings in the event of Defendant’s failure to pay the Arbitrator’s award.” Thus, the parties expressly limited their rights to confirm an award to the “Defendant’s failure to pay the Arbitrator’s award.” In light of the interrelationship

between § 3-223 and § 3-227, this provision effectively precluded the parties from applying to “modify or correct the award” pursuant to § 3-223, and they could only seek confirmation of the award in the event that Ms. Loeffler’s insurer (USAA) failed pursuant to Paragraph 19 to issue payment within “fourteen (14) days of the date of receipt of the latter of the Arbitrator’s award or the aforementioned Medicaid/Medicare lien letter(s).”

Construing the contractual language consistently throughout the Binding Agreement leads us to conclude that the phrase “in the event of Defendant’s failure to pay the Arbitrator’s award” means “the arbitration award subject to the applicable high/low parameter.” The circuit court noted that “Petitioner [Mr. Sachs] negotiated with Medicare for an extended period after the arbitration award was issued, and it was not until March 2024 that Respondent’s [Ms. Loeffler’s] insurer received the requisite confirmation of the amount of the Medicare lien (which Petitioner had successfully negotiated down from \$73,375.51 to \$27,201.50) and satisfied the lien. Thereafter, Respondent paid over the balance of the \$700,000 ‘high’ to Petitioner.” Considering the language in Paragraphs 4, 15 and 16 of the Binding Agreement expressly tying the Arbitrator’s award to the “high/low agreement” and “high/low parameters,” we conclude that Mr. Sachs had no right to attempt to confirm the award for any amount exceeding \$700,000. Accordingly, the circuit court properly dismissed Mr. Sachs’s Petition to Confirm Arbitration Award and Enter Judgment.

Similarly, because the Binding Agreement’s high-low provision acted as a conditional settlement agreement whereby the arbitrator’s \$878,818.93 award triggered the

“high” of \$700,000, there was no need for Ms. Loeffler to apply to modify or correct the award pursuant to CJP § 3-222. Again, the parties modified the MUAA by agreeing in Paragraph 6 of the Binding Agreement to “waive any rights to appeal, including the right to vacate the arbitration under the [Act], unless based on a violation of the terms of this Agreement.” The arbitrator’s award exceeding the agreed “high” of \$700,000 would not constitute “a violation of the terms of this Agreement” under Paragraph 6 because the Binding Agreement explicitly addressed that scenario, *i.e.*, the excess award would be reduced to \$700,000.³

As it is a court’s responsibility when construing contracts to “give effect to [a contract’s] plain meaning,” *Rourke v. Amchem Prods., Inc.*, 384 Md. 329, 354 (2004), we hold that the Binding Agreement limited Mr. Sachs’s recovery to the \$700,000 agreed upon by the parties pursuant to its high-low provision and therefore affirm the judgment of the Circuit Court for Montgomery County.

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

³ To the extent Mr. Sachs claims that Ms. Loeffler was required to request correction of the award pursuant to the JAMS Rules, we decline to consider any such argument because it was not sufficiently made in appellant’s opening brief. Indeed, the only reference to “JAMS” in the Argument section of appellant’s opening brief is a reference on page 10 to the “JAMS Case Management Order.” *See Gazunis v. Foster*, 400 Md. 541, 554 (2007) (“The appellant has the opportunity and duty to use the opening salvo of his original brief to state and argue each point of his appeal . . . [while] the reply brief must be limited to responding to the points and issues raised in the appellee’s brief. Accordingly, appellate courts ordinarily do not consider issues that are raised for the first time in a party’s reply brief.”). In addition, in his “Question Presented,” appellant referred only to the applicability of the MUAA.