

Circuit Court for Prince George's County
Case No.: CAL21-09252

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 1811

September Term, 2022

SAMPSON SARPONG

v.

NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY

Reed,
Ripken,
Salmon, James P.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Salmon, J.

Filed: December 21, 2023

* 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).

Sampson Sarpong appeals a ruling by the Circuit Court for Prince George’s County affirming the decision by the Maryland Insurance Administration (“MIA” or the “Agency”) upholding the denial of Mr. Sarpong’s personal property insurance claim with Nationwide Mutual Fire Insurance Company (“Nationwide”) for the loss of certain personal property following Mr. Sarpong’s eviction from his residence. Mr. Sarpong, pro se, presents several questions on appeal urging us to reverse the Agency’s decision.¹ For the following reasons, we shall affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On June 16, 2016, Mr. Sarpong filed a claim with Nationwide for loss of personal property that had been damaged or stolen when he was physically evicted and his personal property removed from his residence ten days earlier. Mr. Sarpong’s insurance policy with Nationwide covered loss of property due to theft but did not cover loss due to “neglect of

¹ Mr. Sarpong raises the following questions in his appellate brief:

1. Did the administrative findings, inferences, conclusions and decisions violate constitutional provision?
2. Were the administrative findings, inferences, conclusions and decisions made by unlawful procedure?
3. Were the administrative findings, inferences, conclusions and decisions unsupported by competent, material, and substantial evidence in view of the entire record as submitted?
4. Did Sarpong protect his personal property?
5. Does the final decision herein bear an undue hardship on Sarpong?

the insured to use all reasonable means to save and preserve property at the time of and after a loss[.]” After a lengthy investigation involving a Nationwide special investigative unit and an examination under oath of Mr. Sarpong, Nationwide sent a letter to Mr. Sarpong denying coverage. Nationwide denied coverage because Mr. Sarpong had failed “to secure, retrieve, or remove [his] property” from the front lawn of his residence.

On July 29, 2019, Mr. Sarpong filed a complaint with the MIA, alleging that Nationwide had erred in denying his homeowner’s insurance claim. A MIA Insurance Investigator subsequently issued a Determination Letter that Nationwide had not violated Maryland insurance law in denying Mr. Sarpong’s claim. Mr. Sarpong timely requested an administrative hearing.²

On May 6, 2021, a contested administrative hearing was held virtually before an administrative law judge (“ALJ”) to determine if Nationwide had engaged in an unfair claim settlement.³ Mr. Sarpong testified on his behalf; a representative of Nationwide testified on behalf of Nationwide. The following facts were elicited at the hearing.

² The MIA transferred the matter to the Office of the Administrative Hearings (“OAH”) for a hearing by an administrative law judge. *See* Code of Maryland Regulations (“COMAR”) 31.02.01.03-B (a person may request a hearing of the Insurance Commissioner); 31.02.01.04-1A (the Insurance Commissioner may delegate to the OAH the authority to conduct a contested hearing and to issue, among other things, proposed findings of facts or law).

³ Specifically, Md. Code Ann., Ins. Art., § 27-303 lists ten prohibited claim settlement practices by insurers, three of which were raised at the hearing: misrepresenting relevant facts or policy provisions that relate to the claim; refusing to pay a claim for an “arbitrary or capricious” reason; and, upon request, failing to promptly provide a “reasonable explanation of the basis” for a claim’s denial. *See* Ins. Article §27-303(1), (2), and (6). Also raised was Ins. Art. § 4-113(b)(5), which provides that the Insurance
(continued...)

Mr. Sarpong testified that he held a mortgage on and lived in a five-bedroom, five-bathroom house at 14819 Kimberwick Drive in Bowie, Maryland from 2000 until he fell into financial difficulty in 2016. It is unclear of the legal mechanism, but at some point his house was “auctioned” off and purchased by W.F. Chelsey Real Estate, LLC (“Chelsey”).

Mr. Sarpong testified that on the morning of May 26, 2016, he was woken by knocking on his door. Members of the Prince George’s County Sheriff’s Department advised him of his immediate eviction and that all his property was being removed from the house. He was also told that the locks on his doors would be changed and, if he returned to the residence, he would be subject to arrest for violating the terms of the eviction notice generated in his district court case. Mr. Sarpong testified that because his attorney was filing bankruptcy papers on his behalf that morning, he felt secure that he would not be evicted based on his attorney’s representation that the bankruptcy filing would stay the eviction. He admitted, however, that he did not have “anything in his hand” then stating that the eviction was stayed due to his bankruptcy filing, nor did he present anything at the hearing.

After the eviction process was completed, Mr. Sarpong hired three men he did not know and instructed them to break into the house and return the property on the lawn to the house, which they did. Around 3:00 p.m., he was arrested by the police, who had responded to the house for a breaking and entering. While his personal property was returned to the front lawn, Mr. Sarpong was taken to the police station where he was

Commissioner may suspend, refuse to renew, or revoke an insurer’s certificate of authority if the insurer “refuses or delays payment of amounts due claimants without just cause[.]”

charged with trespass and malicious destruction of property and released the following day.⁴

Mr. Sarpong testified that after he was released from jail, he was told not to go back to the residence, so he did not. He admitted, however, that at some point he did go back to retrieve some documents from files outside on the lawn. His personal property stayed on the lawn for about two weeks, from May 26 until June 7, when Chelsey had it hauled away. Mr. Sarpong testified that some of his property was damaged when it rained while he was in jail and some was later stolen. He also testified that he did not have his property taken to a different location because he was “confused” about the auction/foreclosure/bankruptcy process and what he was and was not allowed to do. Mr. Sarpong prepared a 140-page inventory of his lost personal property, estimating the value of his lost property at \$579,944.

On June 16, 2016, about ten days after Chelsey had the property removed, Mr. Sarpong filed a claim with Nationwide. The claims adjustor reported in his notes that Mr. Sarpong said that someone had broken into his house through a window and stolen all his property. Mr. Sarpong testified that he did not remember saying that entry was made through the window, but he admitted that he did not tell the claims adjustor about his eviction or arrest. The claims adjustor received the police report concerning Mr. Sarpong’s arrest, which revealed discrepancies in Mr. Sarpong’s claim. The claims adjustor also

⁴ The charges were ultimately dismissed.

spoke to a representative of Chelsey and learned that they had postponed and rescheduled, at Mr. Sarpong's request, three previous evictions.

At the close of the evidence, Mr. Sarpong's attorney argued that Nationwide had acted arbitrarily and capriciously in denying Mr. Sarpong's claim because he did not protect his property. Mr. Sarpong's attorney argued that Mr. Sarpong reasonably believed that the bankruptcy filing stayed the eviction, and Mr. Sarpong was unable to protect his property after he was arrested because he was told by the authorities to stay away from the residence. Nationwide's attorney argued that Nationwide had not acted arbitrarily or capriciously in denying coverage because Mr. Sarpong took no steps to protect his property before or after the eviction. Nationwide's attorney pointed out that evidence showed Mr. Sarpong was aware of his eviction before it occurred, and after Mr. Sarpong was arrested, he returned to the property to retrieve some items from the lawn.

Following the evidentiary hearing, the ALJ issued a proposed decision, concluding that Nationwide did not violate Maryland insurance law because Mr. Sarpong had failed to protect his personal property as required under the terms of his policy, both before and after the eviction. The ALJ found that Mr. Sarpong was aware that he was being evicted, and therefore, could have moved out of the residence and placed his items in storage to protect them prior to the eviction. Additionally, although Mr. Sarpong claimed that he was told not to return to the residence, he admitted that he returned to obtain insurance information that was on the front lawn. The ALJ found that there was no evidence that Nationwide

misrepresented any pertinent fact or policy provision, did not act arbitrarily or capriciously, nor did it fail to provide Mr. Sarpong with a reasonable explanation for its denial.⁵

Mr. Sarpong filed exceptions to the ALJ’s proposed decision. On July 8, 2021, an associate commissioner for the MIA issued a final order, affirming and adopting the ALJ’s proposed decision and denying Mr. Sarpong’s exceptions.

Mr. Sarpong subsequently filed a timely pro se complaint in the Circuit Court for Prince George’s County seeking judicial review of the final order. A virtual hearing was held, after which the circuit court entered an order affirming the Agency’s final order. Mr. Sarpong filed a motion for reconsideration that the circuit court subsequently denied. Mr. Sarpong filed this timely appeal.

STANDARD OF REVIEW

When reviewing a decision by an administrative agency, this Court “look[s] through” the decision of the circuit court, applying the same standards of review to evaluate the agency’s decision. *Brandywine Senior Living at Potomac LLC v. Paul*, 237 Md. App. 195, 210, *cert. denied*, 460 Md. 21 (2018). Our review is “limited to evaluating whether there is substantial evidence in the record as a whole to support the agency’s findings and conclusions and to determining whether the administrative decision is premised upon an erroneous conclusion of law.” *Id.*

⁵ The ALJ found Ins. Art. §4-113 inapplicable because the Insurance Commissioner did not notify Nationwide of any penalty. Mr. Sarpong does not challenge that determination on appeal. He mentions Ins. Art. §4-113 on three pages in his appellate brief (pages 4, 8, 10) and each time it is pro forma and untethered to any argument.

We accept the agency’s factual findings if supported by substantial evidence but exercise *de novo* review over the agency’s legal determinations. *Christopher v. Montgomery County Dep’t of Health and Human Servs.*, 381 Md. 188, 198 (2004). “Substantial evidence” is “defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.” *Piney Orchard Cmty. Ass’n v. Md. Dep’t of Env’t*, 231 Md. App. 80, 91-92 (2016) (quotation marks and citations omitted), *cert. denied*, 452 Md. 18 (2017). Drawing inferences from the evidence and resolving conflicting evidence are exclusively within the province of an agency. *Prince George’s Doctors’ Hosp., Inc. v. Health Services Cost Review Com’n*, 302 Md. 193, 200-02 (1985). In applying the “substantial evidence test,” we “review the agency’s decision in the light most favorable to the agency[.]” *Paul*, 237 Md. App. at 210-11 (quotation marks and citation omitted).

DISCUSSION

Although it is very difficult to follow the logic of Mr. Sarpong’s appellate arguments, we discern the following five arguments from his appellate brief, which we shall address in turn.

1. Mr. Sarpong argues that his eviction by Chelsey was a constitutional violation of the automatic stay of his bankruptcy filing. We fail to see how this is relevant to our review. The administrative action at issue here does not raise any constitutional issues. It is undisputed that Nationwide did not foreclose on or evict Mr. Sarpong from his residence, nor did it damage, steal, or convert any of his personal property. Accordingly, this argument lacks merit.

2. Mr. Sarpong argues that he requested but never received a timely “rehearing” of the Agency’s final order due to newly discovered evidence. *See* COMAR 31.02.01.13A.-B. (providing that the Insurance Commissioner may grant a request for a rehearing of a contested case if the request is made within 10 days after the issuance of a final order). He supports his argument by attaching to his appellate brief copies of a certified mail receipt from the United States Postal Service dated July 13, 2021, and a tracking history copy that shows that the certified item was delivered on July 19, 2021, in Baltimore.

Mr. Sarpong’s argument is not preserved for our review because he did not raise it in the circuit court. *See* Md. Rule 8-131(a) (“Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court[.]”). *See also DiCicco v. Baltimore Cty*, 232 Md. App. 218, 224-25 (2017) (a contention not raised or considered below is not properly before an appellate court.). Moreover, even if Mr. Sarpong had preserved this argument for our review, the attachments do not state what was mailed or where it was mailed in Baltimore, and therefore, lacks relevance and materiality.

3. Mr. Sarpong argues that Nationwide erred in denying his claim because Nationwide misrepresented the following facts: 1) he requested on three separate occasions that the eviction process be postponed; 2) he committed theft of his personal property; and 3) the sheriff’s office participated in the second removal of his personal property from the house to the front lawn.

Mr. Sarpong fails to cite where in the record Nationwide made these alleged misrepresentations. *See* Md. Rule 8-504(a)(4) (appellant’s brief “shall” reference the

page(s) in the record extract, appendix, record, or transcript where the factual assertion is made) and *Wagner v. State*, 213 Md. App. 419, 471 (2013) (“We decline to comb through the . . . record extract to ascertain information that . . . should have [been] provided[.]”) (quotation marks and citation omitted). Moreover, he fails to state why the facts are material or erroneous. For the above stated reasons, we decline to address this argument. See Md. Rule 8-504(a)(6) (appellant’s brief “shall” include “[a]rgument in support of the party’s position on each issue” raised) and Md. Rule 8-504(c) (an “appellate court may dismiss the appeal or make any other appropriate order with respect to the case” for noncompliance with this Rule). See also *Oak Crest Village, Inc. v. Murphy*, 379 Md. 229, 241 (2004) (“[I]f a point germane to the appeal is not adequately raised in a party’s brief, the court may, and ordinarily should, decline to address it.”) (quoting *DiPino v. Davis*, 354 Md. 18, 56 (1999)).

4. Mr. Sarpong argues that there was no evidence to support Nationwide’s reason for denying his claim – that he had failed to protect his personal property – because he relied in good faith that the filing of an emergency bankruptcy petition would automatically stay the eviction. This argument is meritless.

The question before us is whether the Agency’s final order was supported by substantial evidence. There was evidence before the ALJ that Mr. Sarpong was aware of the eviction before it happened, and even though Mr. Sarpong testified that he believed he could not return to his property following his arrest, this is belied by evidence that he returned later to retrieve some documents from the front yard. Moreover, Mr. Sarpong never presented any evidence at the hearing before the ALJ to support his bald assertion

that he relied in “good faith” on the filing of a bankruptcy claim to stop the eviction process. Therefore, and contrary to Mr. Sarpong’s argument, there was substantial evidence to support Nationwide’s denial of his claim on grounds that he failed to protect his personal property.

5. Lastly, Mr. Sarpong argues that we should reverse the Agency’s final order because it results in an “undue hardship” to him. While we can sympathize with Mr. Sarpong that the loss of his home and his property has created a hardship for him, that is not the question before us. The question before us is whether the Agency’s final order was supported by substantial evidence. As stated above, there was substantial evidence before the Agency to support its decision. Accordingly, we shall affirm.

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