UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0094

September Term, 2015

KATHERINE B. ROBINSON

v.

CHESAPEAKE BANK
OF MARYLAND

Meredith,
Nazarian,
Kenney, James A., III
(Retired, Specially Assigned),

JJ.

Opinion by Nazarian, J.

Filed: February 22, 2016

Katherine Robinson owned property in Baltimore, Maryland, and Chesapeake Bank was her mortgage lender. She filed several actions in the Circuit Court for Baltimore City against Chesapeake and Proctor Financial Insurance Corporation (to whom we refer collectively as "the Appellees") to recover for weather-related damage to the property, but she lost in two separate cases, primarily because she filed her complaints after the statute of limitations had run. She appeals the trial court's dismissal of the second action, but we agree with the trial court properly dismissed the case and affirm.

I. BACKGROUND

Ms. Robinson and her husband signed a mortgage agreement with Chesapeake in May 1981, and they obtained independent hazard insurance (from another insurer) as the mortgage agreement required. Proctor Financial Insurance Corporation also carried a policy on the Property; that policy was designed to protect Chesapeake by covering the outstanding balance of the Robinsons' loan, and was in place only from December 6, 2006 through December 6, 2007. Between 1983 and 2011, the Property sustained fire damage and three episodes of weather-related damage, the last of which occurred on March 5, 2011. The Robinsons submitted repair estimates over time to Chesapeake, which denied the claims. Proctor also denied several claims from the Robinsons between 2007 and 2011, either because it concluded that the damage the Robinsons sought to rectify was actually caused by decay and long-term structural problems with the house, or because Proctor no longer insured the Property during the relevant time period.

If that seems a cursory chronology, it is because a detailed description of the substance of the Robinsons' claims is not vital to understanding this case. The more

important history for our purposes is the history of *other* litigation that Ms. Robinson brought in an effort to recover for storm damages. On June 19, 2013, Ms. Robinson filed a Complaint in the Circuit Court for Prince George's County against Chesapeake; that case ultimately was transferred to the Circuit Court for Baltimore City, where it was assigned Case No. 24-C-13-008544. (We will refer to it as the "2013 Case.") Ms. Robinson later filed an Amended Complaint naming Chesapeake, Proctor, and Mount Vernon Fire Insurance Company. The trial court dismissed Proctor for lack of service, and after Chesapeake moved for judgment, the court entered judgment in its favor on November 20, 2014, and stated specifically that the motion for summary judgment was granted "based on the expiration of the three (3) year Statute of Limitations." Ms. Robinson appealed the decision in the 2013 Case, but we dismissed that appeal as untimely.[1]

Then, on December 4, 2014, Ms. Robinson filed a new complaint, the one that initiated this action, and named Chesapeake and Proctor as defendants. This case (the "2014 Case") is captioned Case No. 24-C-14-006944. On December 22, 2014, Chesapeake moved to dismiss, and the circuit court granted that motion by written order on March 3, 2015, on the grounds that the 2014 Complaint was barred based on limitations and by the operation of the doctrine of *res judicata*. Proctor also moved to dismiss or for summary

[1] According to Proctor's brief, after dismissal of the 2013 case, Ms. Robinson also amended the Complaint in the 2013 Case, even as she filed the notice of appeal of the circuit court's rulings that we ultimately dismissed as untimely. We don't have the record in the case so we can't fully reconstruct that procedural step, but it doesn't matter either way to the outcome of this appeal—the 2013 case was dismissed, as was the appeal.

judgment, and the court held a hearing on March 16, 2015. When the court asked Ms. Robinson to explain the basis of the 2014 Complaint, Ms. Robinson stated that she sought to recover for the collapse of her porch on *March 25, 2011*. As the court explained it, she did not file the 2014 Complaint until more than three years after the incident giving rise to the claim—*i.e.*, on December 4, 2014—so she was barred by the statute of limitations (regardless of the outcome of the prior suit).

Ms. Robinson filed a notice of appeal on April 2, 2015.

II. DISCUSSION

Although Ms. Robinson appealed decisions in the 2014 Case, her brief chronicles the events that were covered in the 2013 Case.[2] Those decisions are not, however, up for

[2] Ms. Robinson presents the following questions on appeal:

> I. Should Appellant be allowed to submit the late Notice of Appeal of January 7, 2015, because Appellant didn't receive the November 10, 2014 Order in the mail as advised by the [circuit court]?
>
> II. In Case No. 24-C-13-008544, did the Circuit Court of Baltimore City erode [sic] when [the circuit court] granted [Chesapeake's summary judgment motion]? Should Appellant's Amended Complaint filed January 31, 2014 with the March 25, 2011, thunder storm incident that collapsed the rear of Appellant's property that contributed to the selling of [Ms. Robinson's] insured property being considered passed the three (3) year Statute of Limitation along with the Complaint filed on December 13, 2013 with the 1983 fire and the 1996 snow blizzard incidents?

(continued…)

consideration here—even if we were assume that the circuit court ruled incorrectly in the 2013 Case, that case is not before us (although, to be clear, we are *not* suggesting that dismissal of the 2013 case was improper. We have no record from the case, and are not in a position to review the November 20, 2014 Order. *See* Md. Rule 8-602(a)(1); *Klein v. Whitehead*, 40 Md. App. 1, 20 (1978) ("Th[e] bar against the collateral attack upon subsisting judgments is, of course, critical to the effectiveness of the judicial system itself, and it has long been applied by the Maryland courts.")). And if we go one step further and construe Ms. Robinson's brief to allege error with respect to the dismissal of the 2014 Case, we find none.[3]

The trial court dismissed the 2014 Case because limitations had run. *See* Md. Code (1974, 2013 Repl. Vol.), § 5-101 of the Courts & Judicial Proceedings Article. The Complaint sounded in contract, which is governed by the general three-year statute of limitations. *Catholic Univ. of Am. v. Bragunier Masonry Contractors, Inc.*, 139 Md. App. 277, 297 (2001). Because the last event that could give rise to a breach of any contract

> III. Did the trial judge err in omitting the March 25, 2011, incident the thunderstorm that caused the collapsing of the rear of [Ms. Robinson's] insured property that contributed to the selling of [Ms. Robinson's] insured property?

[3] Although Proctor has filed a motion to dismiss the appeal pursuant to Maryland Rule 8-602(a)(1), claiming that it is an improper "collateral attack" on the original decision in the 2013 case, we disagree that Ms. Robinson attacks *only* that decision with clarity in her brief. Her third question at least suggests confusion among the various rulings that is worth sorting out, and we give her the benefit of the doubt in part because of her *pro se* status. *See Simms v. Shearin*, 221 Md. App. 460, 480 ("[W]e generally liberally construe pleadings filed by *pro se* litigants.").

between Ms. Robinson and either Porter or Chesapeake took place on March 25, 2011 (and Ms. Robinson doesn't allege that there were any other incidents after that), she needed to file a complaint on or before March 25, 2014, which she failed to do here.

We see no basis on which the limitations period could have tolled either. Although tolling can occur under certain circumstances, *see, e.g.*, Md. Rule 2-101(b), the 2013 Case would provide no basis to toll limitations. *See Garay v. Overholtzer*, 332 Md. 339, 359 (1993) ("[W]here the legislature has not expressly provided for an exception in a statute of limitations, the court will not allow any implied or equitable exception to be engrafted upon it." (citations and quotation omitted)). The limitations defense ends the case conclusively, and we need not address what appears to be a strong *res judicata* defense as well.

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