The Circuit Court for Harford County
Case No. C-12-CV-22-000094

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2062

September Term, 2023

IN THE MATTER OF CAMERON ROKSIEWICZ

Albright,
Kehoe, S.,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: March 19, 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 persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

This appeal arises from a Workers' Compensation Claim filed by Cameron Roksiewicz ("Appellant") to modify an award for Temporary Total Disability ("TTD") Benefits granted by the Maryland Workers' Compensation Commission ("the Commission") on October 26, 2015. On February 1, 2022, the Commission found that Appellant's request to amend his TTD award for permanent partial disability benefits was time barred by the statute of limitations. The Commission also determined that his employer, Champs Sports, and insurer, Safety National Casualty Corporation ("Appellees"), were not equitably estopped from raising the statute of limitations as a defense. The Circuit Court for Harford County affirmed the decision of the Commission in an Order dated November 27, 2023. On appeal, Appellant argues that Appellees were estopped from raising the statute of limitations because Appellant reasonably relied on a Notice of Termination of TTD Benefits issued by Appellees on June 7, 2018. For reasons that we will outline, we affirm the judgment of the Commission and circuit court.

I. Background

We will set forth such facts as are necessary to address the issues raised on appeal.

On September 21, 2015, the Appellant filed an uncontested claim with the Commission alleging that he suffered an injury to his head, neck, and back arising out of the course of his work on September 3, 2015. The Commission issued a statistical award[1] on October 26, 2015, ordering Appellees to pay Appellant TTD benefits and promptly

[1] The Commission may issue statistical awards if the claim is uncontested. *See Mona Elec. Co. v. Shelton*, 377 Md. 320, 330 (2003). Statistical awards reflect the average weekly wage that is set at the date of the first hearing before the Commission. *Id.* at 331.

provide Appellant with medical treatment and necessary medical services. The order also required that Appellant provide medical reports and invoices to Appellees.

Appellees issued compensation payments to Appellant from September 14, 2015, to November 8, 2015. Appellees also mailed Appellant a Notice of Termination of TTD Benefits noting that Appellant was released to return to "work light duty status." Appellees did not make any further payments after the termination notice was issued.

Appellant started a new job at Nike around November 2015. He did not request additional compensation. However, Appellant's claim for medical treatment went before the Commission twice more and the Commission issued orders on June 23, 2016, and October 25, 2017. [2] Appellant still did not request to modify his TTD award for further compensation or request permanent partial disability benefits at the hearings. Between November 2015 and June 2019, Appellant continued receiving medical treatment from several physicians, paid for by Appellees.

Nevertheless, Appellees erroneously issued a second Notice of Termination of TTD Benefits on June 7, 2018, ("June 2018 Notice") stating that Appellant's final compensation payment and TTD benefits are being terminated due to Appellant's non-compliance with

[2] In 2017, Appellant experienced symptoms of anxiety and depression resulting from the injury he sustained in September 2015. Appellees agreed to provide Appellant psychiatric treatment and counseling services and sent him to Dr. Stephen Siebert for an examination. Appellant did not receive further psychiatric and counseling services from Dr. Siebert. However, Appellant continued receiving medical treatment from several physicians. Appellant also attempted to search for psychiatric and counseling services near his home for two months but could not find a location that accepts Workers' Compensation payments.

recommended medical treatment and a lack of medical evidence in support with continuing payment. Appellant did not review the June 2018 Notice until his attorney presented the document to him in August 2021. Relying on conversations with his attorney and his case file, Appellant believed he had three years from June 7, 2018, to file for additional disability or money benefits in his Workers' Compensation case.

In August 2020, Appellant and Appellees entered settlement negotiations that continued through the end of 2020 and into 2021. On October 2, 2021, Appellant sought to amend his TTD award for compensation benefits and filed issues for permanent partial disability benefits for his neck and back. The Commission held a hearing to address Appellant's issues on January 28, 2022. During the hearing, Appellees raised the statute of limitations. Md. Code Ann., Labor & Employment Article ("L.E.") § 9-736(b)(3) requires that modifications to an award must be applied for within five years of the last date of compensation. Appellees asserted that the last date of compensation payment was November 8, 2015, and Appellant filed issues eleven months outside the limitations period. In response, Appellant argued that he reasonably and detrimentally relied on the June 2018 Notice and Appellees were equitably estopped from raising the statute of limitations. Appellees countered that the statute of limitations to modify a Workers' Compensation award starts to run at the date of the last payment of benefits, not when a notice is filed.

On February 1, 2022, the Commission issued an order stating that "pursuant to [L.E.] § 9-736(b)(3), as the date of the last compensation payment is November 8, 2015, the claim for permanent partial disability benefits and request to modify the award dated

October 26, 2015[,] is barred by limitations." Appellant filed a petition for judicial review with the Circuit Court for Harford County. The circuit court held a bench trial on November 20, 2023. The court affirmed the Commission finding that Appellant's reliance on the June 2018 notice was unreasonable and did not estop Appellees from raising the statute of limitations.

II. Questions Presented

Appellant timely appealed from the final judgment of the circuit court and presents the following issues which we rephrase as:[3]

> Whether Appellant's reliance on Appellees' inadvertent filing of the June 2018 Notice created an equitable estoppel to Appellees raising the defense of limitations.

III. Standard of Review

Generally, in an appeal from a judicial review of an agency action, we conduct a narrow review directly from the agency's action, on the record, and not the decision of the trial court. *See McLaughlin v. Gill Simpson Elec.*, 206 Md. App. 242, 251 (2012); *Gigeous v. E. Corr. Inst.*, 363 Md. 481, 495-96 (2001); *W.R. Grace & Co. v. Swedo*, 439 Md. 441, 452-53 (2014). We look through the circuit court and evaluate the decision of the Commission directly. *Id.* L.E. § 9-745(b)(1) provides that "[t]he decision of the Commission is presumed to be prima facie correct; and [ ] the party challenging the

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[3] In his brief, Appellant framed the questions as follows:

1. Whether the Circuit Court erred in affirming the decision of the Commission on the issues of statute of limitations and estoppel finding that Appellant's reliance on an affirmative notice filed with the Commission by the Appellee documenting the date of last compensation paid was not reasonable?

decision has the burden of proof." "The court shall determine whether the Commission: . . . exceeded the powers granted to it under this title[,] or misconstrued the law and facts applicable to the case decided." *Id.* § 9-745(c). "If the court determines that the commission acted within its powers and correctly construed the law and facts, the court shall confirm the decision of the Commission." *Id.* § 9-745(e)(1). "If the court determines that the Commission did not act within its powers or did not correctly construe the law and facts, the court shall reverse or modify the decision or remand the case to the Commission for further proceedings." *Id.* § 9-745(e)(2).

"A determination that a claim is barred by the statute of limitations 'is ordinarily a mixed question of law and fact.'" *Montgomery County v. Rios*, 244 Md. App. 629, 633 (2020) (quoting *Dove v. Montgomery County Bd. of Educ.*, 178 Md. App. 702, 712 (2008)). When the relevant facts are undisputed, "the limitations issue is purely a question of law." *Id.* "In an appeal of a workers' compensation case, when the issue presented is an issue of law, 'we review the decision *de novo*, without deference to the decisions of either the Commission or the circuit court.'" *Zakwieia v. Balt. Cty. Bd. of Educ.*, 231 Md. App. 644, 648 (2017) (quoting *Long v. Inj. Workers' Ins. Fund*, 225 Md. App. 48, 57 (2015)). The only issue in dispute in the case before us is whether Appellant reasonably relied on the June 2018 Notice, which he alleges estopped Appellees from raising the statute of limitations. The relevant facts are undisputed, and we review the case *de novo*.

IV. Discussion

A. Statute of Limitations

Our review of the issue presented begins with a discussion on the Workers' Compensation Act under the Labor & Employment Article. The General Assembly granted the Commission authority under L.E. § 9-736(a) to modify the rate of worker's compensation awarded to a claimant under specific circumstances, providing that:

> If aggravation, diminution, or termination of disability takes place or is discovered after the rate of compensation is set or compensation is terminated, the Commission, on the application of any party in interest or on its own motion, may:
>
> (1) readjust for future application the rate of compensation; or
>
> (2) if appropriate, terminate the payments.

The statute further states in relevant part:

> (b)(1) The Commission has continuing powers and jurisdiction over each claim under this title.
>
> (2) Subject to paragraph (3) of this subsection, the Commission may modify any finding or order as the Commission considers justified.
>
> (3) Except as provided in subsection (c) of this section, the Commission may not modify an award unless the modification is applied for within 5 years . . .

L.E. § 9-736(b)(3) provides a limitations provision to modify an award within five years from "(i) the date of the accident; (ii) the date of disablement; or (iii) the last compensation payment," which ever comes last. Limitations "triggered by an externally verifiable date is a classic example of an objective, bright-line rule which fosters predictable outcomes in otherwise unpredictable situations." *Stachowski v. Sysco Food*

Serv. of Balt., Inc., 402 Md. 506, 524 (2007) (quoting *DeBusk v. Johns Hopkins*, 342 Md. 432, 439 (1996)). *Stachowski* determined that "payment" occurs when the last payment, whether in the form of a deposit or check, is received by the injured employee. 402 Md. at 529; *see also Adkins v. Weisner*, 238 Md. 411, 414 (1965) (holding that when weekly payments are paid to the employee in a lump sum, the five-year period begins on the date that payment is made); *Vest v. Giant Food Stores, Inc.*, 329 Md. 461, 477 (1993) ("[w]e simply looked to the date that the claimant last received compensation to determine when the limitations period commenced.").

Generally, the Workers' Compensation Act must be "construed liberally in favor of injured employees and to effectuate its remedial purposes, but a liberal rule of construction does not mean that courts are free to disregard the provisions comprising the Act." *Seal v. Giant Food, Inc.*, 116 Md. App. 87, 95 (1997). "Statutes of limitations must be construed without resort to strained construction which belie the statute's plain meaning . . . because the very existence of a limitations provision in the act indicates that the [General Assembly] has deliberately compromised the general compensation purpose in the interests of the purposes served by the limitations provision." *Id.* at 95-96 (citations omitted). Moreover, the purpose of limitations provisions enacted by the General Assembly:

> serves the interest of a plaintiff in having adequate time to investigate a cause of action and file suit, the interest of a defendant in having certainty that there will not be need to respond to a potential claim that has been unreasonably delayed, and the general interest of society in judicial economy.

Murphy v. Liberty Mutual Ins. Co., 478 Md. 333, 343 (2022) (quoting *Ceccone v. Carroll Home Servs., LLC*, 454 Md. 680, 691 (2017)).

Although the facts are undisputed in the case before us, we note that the last payment date to Appellant was November 8, 2015. The date of the accident occurred on September 3, 2015, when Appellant suffered an injury to his head, neck, and back at work. On October 26, 2015, the Commission granted Appellant a TTD award ordering Appellees to issue compensation benefits and pay for Appellant's medical expenses. Appellees issued the appropriate compensation payments by check, beginning on September 4, 2015, until Appellant returned to work light duty status. Soon after, Appellant started a new job at Nike. On November 8, 2015, Appellant received his last compensation check from Appellees and a Notice of Termination of TTD Benefits.

At the bench trial in 2023, Appellant was asked whether he received any compensation from Appellees up through June 7, 2018. Appellant responded that he checked his bank account online and confirmed that he did not receive any payments after November 8, 2015. Accordingly, the five-year limitations period began to run on November 8, 2015—the date Appellant received his last compensation check. Pursuant to L.E. § 9-736(b)(3)(iii), Appellant was required to apply for modification by November 8, 2020. Therefore, Commission did not err in determining that Appellant's claims were barred by the statute of limitations.

B. Estoppel

Notwithstanding the limitation set forth in L.E. § 9-736(b)(3)(iii), Appellant applied to the Commission for modification on October 2, 2021, and contended that Appellees were estopped from raising limitations as a defense because they inadvertently issued the

June 2018 Notice. Appellant does not allege fraud but argues that the June 2018 Notice constitutes facts and circumstances amounting to an estoppel and caused Appellant's reliance to his detriment. He further contends that the June 2018 Notice provided "inaccurate information on when the statute of limitations would begin" and argues that Appellees engaged in an "inequitable and unconscientious voluntary act of commission." We disagree. For reasons that we will outline, we affirm the Commission and circuit court's judgment.

The General Assembly added the defense of estoppel in applications to modify TTD awards under L.E. § 9-736(c). The pertinent portion of the statute provides that:

> (c)(1) If it is established that a party failed to file an application for modification of an award because of fraud or facts and circumstances amounting to an estoppel, the party shall apply for modification of an award within 1 year after:
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> (i) the date of discovery of the fraud; or
>
> (ii) the date when the facts and circumstances amounting to an estoppel ceased to operate.
>
> (2) Failure to file an application for modification in accordance with paragraph (1) of this subsection bars modification under this title.

Equitable estoppel may only arise when one party relies in good faith on the conduct or promises of another to change their position for the worse. *Bessette v. Weitz*, 148 Md. App. 215, 241 (2002). The three elements of estoppel consist of: "(1) voluntary conduct or representation by the party to be estopped, even if there is no intent to mislead; (2) reliance by the estopping party; and (3) detriment to the estopping party." *Id.* (quoting *Cath. Univ. of Am. v. Bragunier Masonry Contractors, Inc.*, 139 Md. App. 277, 305

(2001)). To establish reliance, the "claimant must produce evidence that he actually and reasonably relied upon the representation. *Griggs v. C & H Mech. Corp.*, 169 Md. App. 556, 575 (2006).

This Court has explained that:

> Whether the doctrine of equitable estoppel should or should not be applied depends upon the facts and circumstances of each particular case, and unless the party against whom the doctrine has been invoked has been guilty of some unconscientious, inequitable, or fraudulent act of commission or omission, upon which another has relied and has been misled to his injury, the doctrine will not be applied. The clear meaning is that if the converse situation exists, the doctrine may be applied.

Bayshore Indus., Inc. v. Ziats, 232 Md. 167, 176 (1966), *overruled on other grounds* by *Travelers Indem. Co. v. Nationwide Const. Corp.*, 244 Md. 401, 415 (1966). Furthermore, "an estoppel may arise even when there is no intent to mislead, if the acts of one party cause a prejudicial change in the conduct of the other." *Travelers*, 244 Md. at 414 (citing *Harrison v. McCarty*, 178 Md. 377, 380-81 (1940)).

Estoppel has been invoked in several cases regarding the time for filing workers' compensation claims. For example, in *Webb v. Johnson*, 195 Md. 587, 595 (1950), the employer consistently reassured the employee that he would be taken care of by settlement with the insurance company and made these assurances to the employee even after the insurer denied the claim. The employee followed the advice of his employer and filed a claim with the Commission past the limitations period. *Id.* at 598-99. The doctrine of estoppel applied in *Webb* because the employee was unaware that his claim would be barred. Additionally, in *Ziats*, the doctrine of estoppel was invoked because the employer

told the employee that if she filed a claim with the commission "you will be sorry. You will never work here again and probably nowhere around here." 232 Md. at 172.

Conversely, courts have declined to apply the doctrine of estoppel under L.E. § 9-736(c). For example, in *Stevens*, the employer/insurer caused delays by filing several appeals from Commission orders causing the Commission to hold hearings on each appeal. *Stevens v. Rite-Aid Corp.*, 102 Md. App. 636, 647 (1994). However, this did not preclude the employee from filing for modification or "induce the appellant to refrain from filing issues with the Commission, or engage in any fraudulent conduct, or represent that it would refrain from asserting the defense of limitations." *Id.* Therefore, the doctrine of estoppel was inapplicable in *Stevens*.

In *Seal*, the employee received monthly compensation checks, instead of weekly, and received her last check twenty-four days too early. 116 Md. App. at 92. She applied to modify her TTD award within the expected weekly payment period, but outside the limitations period calculated by her last received check on the monthly basis. *Id.* The Appellate Court declined to apply the doctrine of estoppel because the employee failed to claim that the employer/insurer induced her to refrain from filing a timely application for modification, made false promises, or engaged in any fraudulent conduct. *Id.* at 98. The Court added that the payments were made "openly and with the knowledge of [the employee's] counsel, a well-respected attorney who was intimately familiar with the mechanics of Maryland Workers' compensation law." *Id.*

In the present case, Appellant alleges that estoppel applies because Appellees voluntarily, yet inadvertently, issued the June 2018 Notice; Appellant reasonably relied on the notice as an extension of the statute of limitations; and Appellant's reliance on the June 2018 Notice was to his detriment because he applied for modification past the limitations period. Although issuing the June 2018 Notice was voluntary and Appellant relied on the notice to his detriment, we do not find Appellant's reliance reasonable.

First, none of Appellees' actions caused Appellant's reliance to his detriment. Appellees did not induce Appellant, prevent him from filing issues with the Commission, engage in any fraudulent conduct, or represent that they would refrain from asserting the defense of limitations. Appellees inadvertently and erroneously issued the June 2018 Notice stating that they would not cover further *medical expenses* because Appellant did not provide the required medical documentation and found that Appellant had not complied with recommended medical treatment. Although the June 2018 Notice made no mention of the statute of limitations, Appellant argues that the notice provided "inaccurate information on when the statute of limitations would begin." He forms the basis of this argument under L.E. § 9-733 which requires employers and insurers to issue a TTD termination notice with the last payment made to claimants. However, Appellant concedes that he did not subsequently receive another payment with the June 2018 Notice, he did not receive any payments from Appellees after November 8, 2015, and he did not receive or review the June 2018 Notice until August 2021—nine months outside the limitations period. Neither party alleges that Appellees prevented Appellant from receiving or

reviewing the notice. Appellant only relied on his counsel's advice that the limitations period would end in 2023.

Furthermore, none of Appellees' actions caused Appellant's reliance to his detriment. Both parties were within their rights to engage in settlement negotiations; however, Appellant voluntarily chose not to pursue a claim to modify his award between November 2015 and November 2020. Appellees never made a statement promising that they would not raise the statute of limitations defense or induced Appellant to believe that the statute of limitations began at the issuance of the June 2018 Notice. We find that the Appellant did not actually or reasonably rely on the termination notice without viewing the notice or admitting any evidence of continued payment or any unconscientious statement or act made by Appellees to preclude Appellant from applying for modification with the Commission. Therefore, the doctrine of equitable estoppel did not bar Appellees from raising the statute of limitations as a defense.

Appellant raises an alternative argument based on estoppel by silence. Appellant relies on *Mayor & City Council of Cumberland v. Beall*, 97 Md. App. 597 (1993), in support of his argument that Appellees' silence after issuing the inadvertent termination notice misled, and induced, Appellant to his detriment. However, Appellant's application of *Beall* is misplaced. In *Beall*, the employee's counsel wrote to the insurer requesting a continuance of TTD payments six weeks before the limitations period expired. *Id.* at 598-99. However, the insurer did not respond, and the employee filed a claim outside the limitations period. *Id.* The Court found that "information on the statute of limitations is

equally available to all parties." *Id.* at 606. The Court held that "equitable estoppel, whether by conduct or silence, generally involves situations much more egregious" than the insurer's failure to respond to the employee's request to extend TTD benefits. *Id.* at 611. The Court further noted that "[m]ere silence will generally not rise to an estoppel against a silent party. . . . Equitable estoppel is applicable only where there is a duty imposed upon the party remaining silent to speak." *Id.* at 611 (quoting *Subsequent Inj. Fund v. Ehrman*, 89 Md. App. 741, 757 (1992)). The doctrine of estoppel was inapplicable, and the Appellate Court reversed the trial court's ruling that barred the limitations defense. *Id.* at 612.

Here, Appellees did not owe a duty to Appellant to inform him of the statute of limitations period. Information regarding the legal requirements of the statute of limitations period is equally available to both parties under L.E. 9-736(b)(3)(iii). Furthermore, information pertaining to the period for Appellant to modify his award was equally available to Appellant, through his bank statements, and to Appellees by their bank records. Maryland case law clearly holds that the statute of limitations period begins to run when the employee receives their last compensation payment, not a TTD termination notice. We do not see how the inadvertent filing of a termination notice would cause Appellant's reliance to his detriment especially when Appellant is in the best position to review his bank statements for any additional compensation past November 8, 2015. Thus, the doctrine of estoppel by silence may not be invoked here.

V. Conclusion

We conclude that Appellant failed to apply for modification of his TTD award within five years from the receipt of his last compensation payment as required by L.E. § 9-736(b). Additionally, Appellees inadvertent filing of the June 2018 Notice does not rise to facts and circumstances amounting to an estoppel. For these reasons, we affirm the judgment of the circuit court and the Commission's order finding that Appellant's reliance on the June 2018 Notice was unreasonable and the doctrine of estoppel did not bar Appellees from raising the statute of limitations as a defense.

JUDGMENT OF THE CIRCUIT COURT FOR HARFORD COUNTY IS AFFIRMED. APPELLANT TO PAY COSTS.