

Circuit Court for Prince George's County
Case No.: C-16-CV-24-003723

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2079

September Term, 2024

DANTE JEFFRIES

v.

NAVY FEDERAL CREDIT UNION

Graeff,
Beachley,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: September 17, 2025

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

Appellant Dante Jeffries sued Appellee Navy Federal Credit Union, in the Circuit Court for Prince George’s County, alleging breach of contract and fiduciary duty. Jeffries’s claim arose after Navy Federal refused to cash a series of checks drawn on Jeffries’s account that had been closed two years earlier. Navy Federal moved to dismiss for failure to state a claim, or, alternatively, for summary judgment. After a hearing, the circuit court granted the motion and entered summary judgment in favor of Navy Federal. This appeal followed.

We review a circuit court’s grant of summary judgment *de novo*. *Westminster Mgmt., LLC v. Smith*, 486 Md. 616, 637 (2024). In doing so, we “undertake[] an independent review of the record to determine whether a genuine dispute of material fact exists and whether the moving party is entitled to judgment as a matter of law.” *Id.* (cleaned up). To prevail on his breach-of-contract claim, Jeffries had to prove: (1) Navy Federal owed him a contractual obligation; and (2) it breached that obligation. *See Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). Similarly, to prevail on his breach-of-fiduciary-duty claim, Jeffries had to prove: (1) the existence of a fiduciary relationship between Navy Federal and himself; (2) Navy Federal breached a duty owed to him; and (3) he was harmed by that breach. *See Plank v. Cherneski*, 469 Md. 548, 599 (2020).

Here, Jeffries failed to identify any contractual or fiduciary duty that Navy Federal breached. The evidence showed that in April and June of 2024, Jeffries tried to cash six checks, all payable to himself, totaling \$370,000. The checks were all drawn on Jeffries’s checking account, which Navy Federal had closed two years earlier. In his brief, Jeffries

claims Navy Federal breached the parties’ contract by closing his account with a negative balance. The record, however, shows that Navy Federal charged-off the account’s negative balance before closing it. In other words, the account’s balance was \$0.00 when it was closed. Thus, even if Navy Federal had a duty not to close Jeffries’s account while it had a negative balance, it did not breach that duty because it charged-off the negative balance.

Put simply, Navy Federal did not breach any duty to Jeffries—contractual, fiduciary, or otherwise—by refusing to cash checks drawn on a closed account. Accordingly, the circuit court did not err in entering summary judgment in favor of Navy Federal.

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