

Circuit Court for Baltimore City
Case No. 24-C-19-006507

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 421

September Term, 2020

SABRINA COLBERT

v.

CAPITAL ONE NATIONAL ASSOCIATION

Friedman,
Wells,
Zic,

JJ.

Opinion by Friedman, J.

Filed: July 23, 2021

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In *Bolling v. Bay Country Consumer Finance, Inc.*, Case No. 699, Sept. Term, 2019 (July 1, 2021), this Court considered a case very similar to the instant case: in both cases, a consumer entered into a credit contract with a bank to finance the purchase of a vehicle; the consumer defaulted; the bank repossessed the vehicle and sold it at auction; in the auction sale the bank recovered less than the balance of the loan; the consumer sued for breach of contract and alleged a violation of the Maryland Closed End Credit Law (CLEC);¹ the bank argued, among other things, (1) that the consumer could not bring suit unless and until the debt had been repaid and (2) that the complaint failed to allege damages; the circuit court granted the bank’s motion to dismiss on both grounds. This Court, in a reported opinion by Judge Andrea M. Leahy, made two separate holdings. *First*, we held that “a borrower may bring a claim under CLEC for a violation against a credit lender, even when the borrower has not paid amounts in excess of the principal.” Slip op. at 34. *Second*, we held that such a borrower may bring a suit for declaratory or injunctive relief, or for damages, but must “allege actual damages or request other appropriate relief under CLEC.” *Id.* Because *Bolling*’s complaint failed to allege such damages or other relief, we affirmed the circuit court’s dismissal.

¹ MD. CODE, COMMERCIAL LAW §§ 12-1001, *et seq.* The sole difference between the two cases was in the specific violation of CLEC being alleged. In *Bolling*, the lender was alleged to have failed to provide a written statement, *Bolling*, slip op. at 33, while here, Colbert alleged that the lender had charged unauthorized convenience fees. The distinction is without a difference.

Here, Colbert’s pleading suffers from precisely the same defect that *Bolling*’s did: it does not identify actual damages or seek other appropriate relief under the CLEC.² We are therefore bound by principles of *stare decisis*—and the compelling logic of the *Bolling* decision—to come to the same conclusion here. We affirm the decision of the circuit court.

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

² After the *Bolling* decision was issued, counsel for the appellant filed a supplementary filing notifying this panel of the Court’s decision in *Bolling*. Although, as counsel noted, there is no Rule that expressly permits (or prohibits) such a supplemental filing, we are appreciative of the notice. We are less appreciative, however, of counsel’s less than candid description of our holding in *Bolling*.