Circuit Court for Harford County
Case No.: C-12-CV-24-001053

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 942

September Term, 2025

STEPHEN COONEY

v.

MONRO, INC.

Arthur,
Shaw,
Beachley, Donald E.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: March 24, 2026

*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 Stephen Cooney appeals from an order by the Circuit Court for Harford County remanding his case against Appellee Monro, Inc. to the District Court of Maryland, sitting in Harford County. On appeal, Cooney presents five issues for our review, which we reduce to two,[1] rearrange, and rephrase as:

1. Whether the circuit court erred in dismissing Cooney's claims for gross negligence and violation of the Maryland Consumer Protection Act; and

2. Whether the circuit court erred in remanding the case to the District Court.

For the reasons below, we shall affirm.

BACKGROUND

In December 2024, Cooney sued Monro in the circuit court, alleging gross negligence, "unsafe work practices," violation of the Consumer Protection Act, and breach of contract. Cooney's claims all stemmed from allegedly "substandard[,] . . . unsafe and grossly negligent" work that Monro performed on the brakes of his vehicle, which Cooney claims caused him to crash. The complaint sought more than $300,000 in compensatory and punitive damages but did not request a jury trial.

Monro moved to dismiss for failure to state a claim. At first, the circuit court treated the motion as one for a more definite statement under Maryland Rule 2-322(d) and ordered Cooney to file an amended complaint by March 25, 2025. When he did not, Monro renewed

[1] One of Cooney's other issues argues the merits of his breach of contract claim. Because this claim has not yet been resolved, it is outside the scope of our review. *See* Md. Rule 8-131(a). Similarly, we need not address his argument regarding discovery practices because, given our resolution here, the issue is rendered moot by the remand to the District Court, which is governed by different discovery rules. *Compare* Md. Rules 2-401–2-434 *with* Md. Rules 3-401–3-431.

its request for dismissal. The court granted the motion in part and dismissed "all claims in the [c]omplaint *with the exception of* causes of action for (1) ordinary negligence and (2) breach of contract[.]" (Emphasis in original). This cut the damages asserted in the complaint down to $15,020.16.

Soon after, Cooney filed an amended complaint. Monro then moved to strike it and asked the circuit court to remand the case to the District Court, which Cooney opposed. The circuit court held a hearing, but Cooney failed to appear. Ultimately, the court granted Monro's motion to strike because the amended complaint was untimely as to the court's March 25 deadline and Cooney did not subsequently request leave to file it. The court also concluded that since only Cooney's claims for ordinary negligence and breach of contract remained, the amount in controversy "at most is probably $11,250," and so granted Monro's request for remand. This appeal followed.

MOTION TO DISMISS

In its brief, Monro moves to dismiss this appeal under Maryland Rule 8-602(a) as not allowed by law. Monro argues that the circuit court's order striking Cooney's amended complaint and remanding to the District Court is not a final judgment because Cooney's claims for negligence and breach of contract remain pending. Monro is wrong.

An order transferring a case from a circuit court to the District Court is a final judgment because it terminates the case and denies the plaintiff the means of prosecuting it in that court, even though proceedings continue in the District Court. *Ferrell v. Benson*, 352 Md. 2, 5 (1998). Accordingly, we shall deny the motion to dismiss.

DISCUSSION

We must next address the scope of our review. In addition to the remand issue, although he does not expressly mention the order, Cooney argues that the circuit court erred in dismissing his claims for gross negligence and violation of the Consumer Protection Act. *See Simms v. Shearin*, 221 Md. App. 460, 480 (2015) (noting that we generally liberally construe papers filed by *pro se* litigants). Monro counters that Cooney "has not appealed" the order dismissing his claims, and, thus, it "is not subject to review by" this Court. As just noted, however, Cooney appealed from a final judgment of the circuit court. *See Ferrell*, 352 Md. at 5. And "an appeal from a final judgment brings up for review prior interlocutory orders[,]" such as the one dismissing some, but not all, of Cooney's claims. *Mildred Davis, Inc. v. Hopkins*, 224 Md. 626, 631 (1961). Accordingly, the order is properly before us for review.

I. Dismissal

We review the granting of a motion to dismiss to determine whether the circuit court's decision was legally correct. *See Tavakoli-Nouri v. State*, 139 Md. App. 716, 725 (2001). In doing so, "we view the well-pleaded facts of the complaint in the light most favorable to the appellant[.]" *Id.* (cleaned up). To survive dismissal, the complaint must plead the material facts "with sufficient specificity. Bald assertions and conclusory statements by the pleader will not suffice." *Adamson v. Corr. Med. Servs., Inc.*, 359 Md. 238, 246 (2000) (cleaned up). Thus, we will affirm a dismissal "if the complaint does not disclose, on its face, a legally sufficient cause of action." *Rossaki v. NUS Corp.*, 116 Md. App. 11, 18 (1997) (cleaned up).

A. Gross Negligence

To adequately plead a claim for gross negligence, a complaint must allege "an intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another[.]" *Strake v. Estate of Butler*, 465 Md. 407, 420 (2019) (cleaned up). "Gross negligence must be plead with specificity[,]" *Khawaja v. Mayor & City Council, City of Rockville*, 89 Md. App. 314, 318 (1991), which requires that the plaintiff plead "*facts* showing that [the defendant] acted with a wanton and reckless disregard for others[,]" *Boyer v. State*, 323 Md. 558, 579 (1991) (emphasis in original).

The operative complaint here failed to state any facts showing intentional misconduct by Monro or its agents. It alleged generally that Monro performed "unsafe work . . . including improper installation and failure to adhere to safety codes," which "placed [Cooney's] life in jeopardy." But "[g]ross negligence is not just big negligence." *Stracke*, 465 Md. at 421 (cleaned up). Because the complaint did not allege facts sufficient to show that Monro intentionally failed to perform a manifest duty, it failed to state a claim for gross negligence. Consequently, the circuit court did not err in dismissing this count.

B. Consumer Protection Act

A private party suing under the Consumer Protection Act must allege: "(1) an unfair or deceptive practice or misrepresentation that is (2) relied upon, and (3) causes them actual injury." *Stewart v. Bierman*, 859 F. Supp. 2d 754, 768 (D. Md. 2012) (citing *Lloyd v. Gen. Motors Corp.*, 397 Md. 108, 142–43 (2007)). *See also* Md. Code Ann., Com. Law § 13-408(a).

The "misrepresentation" alleged in the complaint was a page on Monro's website generally advertising "expert installation" and "quality service." The complaint does not allege that this advertisement was the reason Cooney chose Monro to perform work on his vehicle. Indeed, it does not even allege that Cooney visited the website before having Monro perform the work. To be sure, the complaint asserts that "[w]hen visitors to the website read claims about 'quality service,' they were led to believe that they would receive top-notch work." But Cooney does not have standing to pursue civil penalties under the Consumer Protection Act on behalf of "visitors to the website" generally. *See Mattingly v. Hughes Elecs. Corp.*, 107 F. Supp. 2d 694, 698–99 (D. Md. 2000). Put simply, the complaint does not allege that Cooney relied on the misrepresentation or that his reliance resulted in actual injury. It therefore failed to state a claim under the Consumer Protection Act, and the circuit court did not err in dismissing this count.

II. Remand

Under Rule 2-327(a), "[i]f an action within the exclusive jurisdiction of the District Court is filed in the circuit court . . . , the court may transfer the action to the District Court sitting in the same county." With exceptions not here relevant, the District Court has exclusive jurisdiction in a civil "action in contract or tort, if the debt or damages claimed do not exceed $30,000, exclusive of prejudgment or postjudgment interest, costs, and attorney's fees[.]" Md. Code Ann., Cts. & Jud. Proc. § 4-401. To determine the amount of damages claimed, "courts ordinarily look to the demand in the pleading setting forth the plaintiff's claim, including any amendments in the trial court." *Purvis v. Forrest St. Apts.*, 286 Md. 398, 402 (1979). If the pleading sets forth "several different claims, it is the

aggregate of the value of all claims which determines the amount in controversy." *Id.* at 403.

Excluding the alleged damages associated with Cooney's dismissed claims, the complaint demanded $15,020.16, which consisted of (1) $11,250.56 in repair costs to Cooney's vehicle, and (2) $3,769.60 in "monetary loss." Even if the full demand is considered the amount in controversy,[2] $15,020.16 is well within the exclusive civil jurisdiction of the District Court. The circuit court therefore did not err in remanding the case.

MOTION TO DISMISS DENIED. JUDGMENT OF THE CIRCUIT COURT FOR HARFORD COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.

[2] As the circuit court noted, the true amount in controversy is likely even less because Cooney's claim for "monetary loss" includes alleged costs and legal expenses. But because including these does not bring alleged damages near the statutory threshold, we need not parse out the precise amount in controversy.