Circuit Court for Montgomery County
Case No. C-15-CV-23-003262

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1322

September Term, 2024

KATHARINE L. BLACKWELL

v.

DARCARS TOYOTA OF SILVER SPRING

Friedman,
Albright,
Getty, Joseph M.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Friedman, J.

Filed: February 5, 2026

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to MD. RULE 1-104(a)(2)(B).

In a premises liability case, a business owner is not liable if they remedied a hazard promptly enough. The question of promptness is generally for the jury to decide. A trial court may not take that question from the jury and decide it as a matter of law on a motion for summary judgment, unless it is undisputed that the business owner remedied simultaneously with receiving notice of the hazard.

FACTS

The summary judgment record established the following undisputed facts. Appellant Katharine Blackwell drove her car to appellee DARCARS Toyota of Silver Spring for an oil change. While Blackwell waited in DARCARS' customer lounge, an employee, Kwok Bong, noticed a dirty spot on the floor near the lounge. He asked another employee, Pedro Fernandez, to clean it. Fernandez mopped the area, which left wetness on the floor. Fernandez left the wet spot unattended to get a wet floor sign. Before he returned, Bong announced that Blackwell's car was ready and that she could retrieve her keys from him. Blackwell did not see the wet spot on her walk over to Bong. She slipped on the wet spot and fell, injuring her right side. An employee helped her stand up and walked with her out to her car. Fernandez then returned with the wet floor sign approximately two minutes after he had mopped.

Blackwell brought an action in the Circuit Court for Montgomery County against DARCARS, asserting a premises liability claim for DARCARS' failure to remedy the hazard and a claim for the negligent hiring, training, retention, and supervision of Fernandez. DARCARS moved for summary judgment on the premises liability claim on the basis that it remedied the hazard promptly enough, and on the negligent hiring claim

on the basis that Blackwell failed to meet her burden of proof. The circuit court agreed and granted summary judgment in favor of DARCARS and against Blackwell on both claims. Blackwell noted this timely appeal.

ANALYSIS

We first address Blackwell's claim that the circuit court erred in granting summary judgment in favor of DARCARS on her premises liability claim. A premises liability claim concerns the duty of care that a business owner owes to customers to remedy a hazard on the business's property. *Rivas v. Oxon Hill Joint Venture*, 130 Md. App. 101, 109 (2000). In a premises liability case, the customer must prove that the business owner (1) had notice of the hazard and (2) had sufficient time to remedy it, either by removing it or warning customers. *Deering Woods Condo. Ass'n v. Spoon*, 377 Md. 250, 263-64 (2003). A factfinder may conclude that the business owner acted so promptly after notice that there was insufficient time for a remedy. *Rehn v. Westfield America*, 153 Md. App. 586, 595 (2003). Promptness is thus a question of fact that is generally left to the jury to decide. *Id.* at 595. Summary judgment is proper where there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. MD. R. 2-501(f). We review a grant of summary judgment without deference to the circuit court. *Blackburn Ltd. P'ship v. Paul*, 438 Md. 100, 108 (2014).

Blackwell's appeal centers on the court's determination that DARCARS had insufficient time to remedy the hazard after notice. This issue requires us to first identify when DARCARS had notice of the hazard. The court below found that DARCARS had notice of the hazard—the wet spot—when its employee, Fernandez, knowingly created it.

We agree. *See Tennant v. Shoppers Food Warehouse Md. Corp.*, 115 Md. App. 381, 394 (1997) (business owner has notice of hazard when its employee knowingly creates it).

With that in mind, we turn to the circuit court's grant of summary judgment. It is undisputed in the summary judgment record that Fernandez brought the wet floor sign to the area two minutes after he had mopped. Based on that timeframe, the court found that DARCARS' remedy—warning customers with the sign—was sufficiently prompt as a matter of law. The court therefore determined that DARCARS lacked sufficient time to warn customers and was entitled to judgment as a matter of law.[1] We think the law is clear, however, that promptness is a question for the jury, and cannot be decided as a matter of law on a motion for summary judgment, unless it is undisputed that the remedy and notice were simultaneous. *Rehn*, 153 Md. App. at 595. DARCARS warned customers two minutes after—not simultaneously with—notice of the hazard. Promptness, therefore, is a question of fact that must be left for the jury to decide. As a result, we hold that DARCARS is not

[1] The trial court was apparently misled by its reading of our decision in *Rehn*. 153 Md. App. 586. The defendant in *Rehn*, a restaurant in a mall, was responsible not for directly remedying hazards like DARCARS, but rather for informing mall employees about the hazard, which it did simultaneously with receiving notice of the spill. *Id.* at 590-92. In our decision, we restated the general rule that promptness of the remedy is a jury question, but under the unique facts of that case, in which there was no genuine dispute of the material fact that notice and remedy occurred simultaneously, we affirmed the grant of summary judgment. *Id.* at 595, 598. Here, it doesn't matter whether or not there is a dispute about how much time passed between notice and remedy. It is clear that they were not simultaneous. Thus, it is solely for the jury to decide whether DARCARS' remedy was sufficiently prompt after notice.

entitled to judgment as a matter of law, and we reverse the grant of summary judgment on this claim.[2]

We now turn to Blackwell's second contention, that the court erred in granting summary judgment on her negligent hiring, training, retaining, and supervision claim. Blackwell had the burden to prove five elements for this claim: "(1) the existence of an employment relationship; (2) the employee's incompetence; (3) the employer's actual or constructive knowledge of such incompetence; (4) the employee's act or omission causing the plaintiff's injuries; and (5) the employer's negligence in hiring, training, retaining, or supervising the employee." *Latty v. St. Joseph's Soc. of Sacred Heart, Inc.*, 198 Md. App. 254, 272 (2011). To meet this burden, Blackwell must provide evidence for all five elements. Mere conclusory allegations are insufficient for the claim to survive a motion for summary judgment. *Educ. Testing Serv. v. Hildebrant*, 399 Md. 128, 139 (2007).

The court below found that Blackwell provided no evidence of the fifth element—DARCARS' negligence in hiring, training, retaining, and supervising Fernandez—and granted summary judgment in favor of DARCARS on that basis. From our review of the summary judgment record, we can find no reason to disagree with the circuit court. Blackwell provided no evidence of DARCARS' negligence. At most, she merely speculated that DARCARS' policy of verbal training, rather than creating a written policy,

[2] In her appeal, Blackwell also argues that the circuit court erred in rejecting her argument that res ipsa loquitur precluded summary judgment on her premises liability claim. Because we reverse the grant of summary judgment on that claim, we decline to address a second argument for reversal.

was negligent. That is a conclusory allegation, which is insufficient for her claim to survive summary judgment. Accordingly, we conclude that the circuit court was correct in finding that there is no genuine dispute of material fact and that DARCARS is entitled to judgment as a matter of law. We therefore affirm the grant of summary judgment on this claim.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED IN PART AND REVERSED IN PART. CASE REMANDED FOR FURTHER PROCEEDINGS NOT INCONSISTENT WITH THIS OPINION. COSTS TO BE DIVIDED EQUALLY BETWEEN THE PARTIES.