

Circuit Court for Montgomery County
Case No. C-15-CV-23-000989

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1323

September Term, 2024

ERROL WATKIS

v.

EURO MOTORCARS BETHESDA, LLC

Reed,
Kehoe, S.,
Eyler, Deborah S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: April 21, 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 persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

This appeal arises from Appellant, Errol Watkis’s (“Mr. Watkis”) failed effort to purchase a car from Appellee, Euro Motorcars Bethesda, LLC (“Euro Motorcars”). The Circuit Court for Montgomery County granted summary judgment in favor of Euro Motorcars on the discriminatory practices, unfair and deceptive trade practices, and intentional infliction of emotional distress counts. Mr. Watkis timely appealed and poses the following question for our review:¹ “Whether the trial court erred when it granted appellee’s motion for summary judgment.” Because we answer the question in the negative for the reasons explained below, we affirm the judgment of the circuit court.

I. FACTUAL & PROCEDURAL BACKGROUND

A. Background & Initial Visit

Race is the overwhelming factor that led to the underlying dispute. For context, Mr. Watkis is an African American male of Jamaican origin. During the week of November 14, 2021, Mr. Watkis discovered a sale listing on cargurus.com² for a 2007 Mercedes-Benz CL 550, vehicle ID # WDDEJ71X97A002704, (“Vehicle”) priced at \$19,881.00. Mr. Akmal Aki Tareen (“Mr. Tareen”), a salesperson at Euro Motorcars, who is of Pakistani

¹ The question presented in Appellant’s Brief remains unaltered, except for the addition of punctuation as indicated. Appellee presented the following question for our review: “Whether the Circuit Court’s Memorandum and Order granting EMB’s Motion for Summary Judgment should be affirmed because there is no genuine dispute of material fact and because Watkis has not established that there was any violation of the Montgomery County Human Rights Act or the Consumer Protection Act and has not established a claim for intentional infliction of emotional distress.”

² CarGurus is a vehicle research and shopping website platform for both driver and dealership users, designed to help customers either buy or sell automobiles. CarGurus.com, <http://www.cargurus.com> (last visited Jan. 21, 2026).

descent, responded to Mr. Watkis's email inquiry on November 17, 2021. Mr. Tareen informed Mr. Watkis that the Vehicle was still available and arranged to meet Mr. Watkis in person for a test drive of the Vehicle later that same day.

Mr. Watkis arrived at Euro Motorcars on November 17, where Mr. Tareen accompanied him for a test drive of the Vehicle.³ After the test drive's completion, Mr. Tareen left Mr. Watkis alone in the dealership parking lot for about half an hour.⁴ Once Mr. Tareen returned, he informed Mr. Watkis the Vehicle was no longer available for sale. When Mr. Watkis questioned why the sale was no longer available, Mr. Tareen stated, "because you're black." Mr. Tareen then clarified that the Vehicle had mechanical issues that prevented the sale.

Mr. Watkis asked to speak to Mr. Tareen's manager, Gregg Eisenberg ("Mr. Eisenberg"). Mr. Eisenberg informed Mr. Watkis that the Vehicle could not be sold or registered in Maryland because it would fail the Maryland State inspection test. Mr.

³ Mr. Tareen and Mr. Watkis dispute what occurred during the test drive. Mr. Tareen testified that during the test drive, he spoke with Mr. Watkis about Mr. Watkis's work as a librarian at Howard University and then the conversation shifted to broader topics of African American culture and their lived experiences as minority individuals. Mr. Watkis, however, claimed that the conversation only concerned the driving route. Although the topic of conversation certainly provides some insight as to Mr. Tareen's and Mr. Watkis's interactions prior to the incident, resolving this dispute is not necessary to our analysis.

⁴ Mr. Watkis further claimed that his test drive was shorter than usual, which lent itself to an inference of racial discrimination. We note, however, that the record is devoid of the standard length and route of a test drive conducted at Euro Motorcars. Without any benchmark of comparison, we cannot accept Mr. Watkis's claim that his test drive was actually shorter, nor draw any inferences therefrom.

Eisenberg suggested that Mr. Watkis could register the Vehicle in Washington, D.C., stating that Mr. Watkis “must know somebody who lives somewhere in the District of Columbia.”⁵ Mr. Watkis left Euro Motorcars without purchasing the Vehicle.

B. Communications After the Visit

The next morning, November 18, Mr. Tareen texted an apology to Mr. Watkis. Mr. Watkis replied to Mr. Tareen via email, copying Mr. Eisenberg and the general manager of Euro Motorcars, Jim Willard (“Mr. Willard”). Mr. Watkis’s reply noted the following: his disconcertment about Mr. Tareen’s comment and being told that the Vehicle could not be sold because of his race, Mr. Eisenberg’s comment about knowing someone in Washington, D.C., the potential that Mr. Eisenberg may not have known about the prior interaction with Mr. Tareen, and an article about car sale negotiations and their disparate impact on minority and women consumers. Mr. Tareen responded to the email by stating his comment was in “poor taste,” apologized again, and confirmed his withdrawal from the sales transaction.⁶ Mr. Tareen received an infraction from Euro Motorcars and enrolled in a diversity training course.

⁵ At Oral Argument on January 13, 2026, Euro Motorcars argued the comment was not racially charged, noting that Mr. Watkis has an address in Washington D.C., which is why Mr. Eisenberg would have suggested the use of a Washington D.C. address. Nothing in the record supports the idea that Mr. Eisenberg knew of Mr. Watkis’s D.C. address prior to his having made this comment.

⁶ Mr. Tareen’s apology email to Mr. Watkis stated: “my intentions were not derogatory or demeaning. It[’s] obvious that they came across as such. That is not me...I can’t still believe I said what I said. In 30 years of selling, I have never demeaned anyone...I have left a bad taste in your mouth. I respect your thoughts.”

Mr. Eisenberg and Mr. Willard both followed up with Mr. Watkis via phone call to discuss the incident with Mr. Tareen and the ongoing sale. During this call, Mr. Eisenberg denied knowledge of Mr. Tareen's comment. Mr. Willard also purportedly stated that he did not believe Mr. Eisenberg was racist in his earlier comment to Mr. Watkis because, in Mr. Willard's words, Mr. Eisenberg "dates black women."⁷

Mr. Watkis acknowledged he was still interested in the purchase of the Vehicle and conversed with Mr. Eisenberg in the days following the incident about the necessary repairs. On November 19, Mr. Watkis emailed Mr. Eisenberg and copied Mr. Willard, discussing parts that needed to be replaced in the Vehicle. Mr. Watkis noted the discussed repairs included the: replacement of both rear struts, reattachment of the lower body molding trim on the left and right sides of the Vehicle, and replacement of the keyless start button.

On December 15, 2021, Mr. Watkis asked Euro Motorcars to hold the Vehicle because his case was filed with the Montgomery County Office of Human Rights and referenced the Montgomery County Office of Consumer Protection.⁸ Mr. Watkis requested that the Vehicle remain held during the review. Euro Motorcars complied with the request. Euro Motorcars asked Mr. Watkis to sign a General Release ("Release") in connection with the sale of the Vehicle. Mr. Watkis decided not to sign because he believed that Euro

⁷ The record is devoid of any efforts taken by Euro Motorcars to address the interactions Mr. Willard and Mr. Eisenberg had with Mr. Watkis.

⁸ At the time of this opinion, the status of the case filed with the Montgomery County of Human Rights is unknown. The record does not include any further information regarding the Montgomery County Office of Consumer Protection.

Motorcars was not “owning up” to the incident. Mr. Watkis ultimately decided not to purchase the Vehicle, due to the unresolved situation with Mr. Tareen and his preference for a greater acknowledgement of the race-centered situation that developed.

On January 26, 2022, Mr. Willard emailed Mr. Watkis following up about the Vehicle’s purchase and indicated the Vehicle could not be held indefinitely. Mr. Willard stated that Euro Motorcars intended to return the Vehicle for public sale on February 1, 2022 if no further communication occurred. Counsel for Mr. Watkis emailed Euro Motorcars on January 31, 2022 and requested a legal hold on the Vehicle.⁹ Additional facts will be included in the discussion as they become relevant.

C. Procedural Background

On March 14, 2023, Mr. Watkis filed a Verified Complaint (“Complaint”) alleging that Euro Motorcars engaged in discriminatory practices in violation of Montgomery County Code § 27-11, unfair and deceptive trade practices, and intentional infliction of emotional distress. On February 9, 2024, following the close of discovery, Euro Motorcars moved for summary judgment on all three counts. The circuit court held a motions hearing regarding summary judgment on July 8, 2024. During the hearing, counsel raised issue with the Release. The circuit court requested that counsel for Mr. Watkis submit the Release. Following the motions hearing, counsel for Mr. Watkis emailed the court the

⁹ The record is unclear as to whether the Vehicle was eventually returned to public sale and sold after February 1, 2022.

unexecuted general release as requested and filed an unsigned Verified Amended Complaint (“Amended Complaint”).

The Amended Complaint introduced new paragraphs about the general release but otherwise did not raise any substantive issue not found in the original Complaint.¹⁰ Euro Motorcars filed a Motion to Strike the Amended Complaint on July 22, 2024. Mr. Watkis filed an Opposition to the Motion to Strike the Amended Complaint on July 24, 2024 and an Amended Opposition to the Motion to Strike the Amended Complaint on July 31, 2024. Euro Motorcars filed a Reply to the Opposition Motion on July 31, 2024. The circuit court did not rule on the Motion to Strike. The circuit court granted summary judgment based on the Complaint on September 3, 2024.¹¹ Mr. Watkis first filed a Notice of Appeal on August

¹⁰ Euro Motorcars raised issue in their Appellee Brief and at Oral Argument with the Amended Complaint. Euro Motorcars maintains that the Amended Complaint may not be considered in defeating summary judgment because Mr. Watkis failed to sign the pleading. A line by counsel for Mr. Watkis and supporting documents filed on January 13, 2026 noted the unsigned version was mistakenly included in the record, but shows the Amended Complaint as originally filed in the circuit court was properly signed. As such, Euro Motorcars’s challenge to the Amended Complaint’s validity due to a potential signature deficiency are inconsequential.

¹¹ Maryland Rule 2-341 notes amendments to pleadings shall be freely allowed “when justice so permits.” Although the circuit court did not expressly address the Amended Complaint or the Motion to Strike and subsequent Reply Motions, we need not address this issue beyond contextual purposes for this case for two reasons. First, neither party raised issue nor argued any defect with the circuit court’s ruling on the Complaint versus the Amended Complaint. Issues not sufficiently briefed are inappropriate for this Court to address, and we have no duty to speculate as to the party’s argument. *Klauenberg v. State*, 355 Md. 528, 552 (1999). Secondly, this Court reviews the grant of summary judgment on the grounds relied upon by the trial court. *Hamilton v. Kirson*, 439 Md. 501, 523 (2014) (citing *Bishop v. State Farm*, 360 Md. 225, 234 (2000)).

30, 2024 following the court's email granting summary judgment before official entry, but later filed an Amended Notice of Appeal on September 3, 2024. This case was argued before this Court on January 13, 2026.

II. STANDARD OF REVIEW

We review a grant of summary judgment *de novo*. *Zitterbart v. Am. Suzuki Motor Corp.*, 182 Md. App. 495, 501 (2008) (citing *Crickenberger v. Hyundai Motor Am.*, 404 Md. 37, 45 (2008)). Summary judgment's purpose is to determine whether there exists a dispute as to material facts sufficient for an issue to be tried, "not to try the case or attempt to resolve factual disputes." *Miller v. Bay City Prop. Owners Ass'n, Inc.*, 393 Md. 620, 631 (2006) (quoting *Honaker v. W.C. & A.N. Miller Dev. Co.*, 285 Md. 216, 231 (1979)). Upon appeals based on the grant of a motion for summary judgment, we only consider the grounds upon which the lower court granted summary judgment, absent cases with exceptional circumstances. *Irwin Indus. Tool Co. v. Pifer*, 478 Md. 645, 682 (2022) (quoting *State v. Rovin*, 472 Md. 317, 373 (2021)). Should any dispute as to a material fact exist, the motion for summary judgment must be denied. *Stewart Title Guar. Co. v. West*, 110 Md. App. 114, 133 (1996) (citing *Bagwell v. Peninsula Reg'l Med. Ctr.*, 106 Md. App. 470, 489 (1995), *cert. denied*, 341 Md. 172 (1996)).

III. DISCUSSION

The circuit court granted Euro Motorcars's Motion for Summary Judgment on all counts. The Complaint raised three distinct counts: Count I: Discriminatory Practices under Montgomery County Code §27-11, Count II: Unfair and Deceptive Trade Practices, and

Count III: Intentional Infliction of Emotional Distress (“IIED”). We address each count separately, though our analysis considers all three counts in its overall determination that summary judgment was proper.

A. Count I: Discriminatory Practices under Montgomery County Code §27-11

Mr. Watkis argues that the trial court erred regarding Count I because a dispute of material fact exists as to Euro Motorcars’s discriminatory intent and refusal of service. Mr. Watkis contends that a reasonable juror could have concluded that Euro Motorcars denied selling Mr. Watkis the Vehicle based on a pretextual vehicle inspection failure to conceal racial discrimination as the true reason behind the refusal of service.

Euro Motorcars counterargues that the trial court properly granted summary judgment of Count I as supported by the undisputed facts. Euro Motorcars claims in support of their position that: no evidence exists of an alleged course of discriminatory conduct, the date of the Vehicle’s Maryland State inspection test is immaterial, and that the ongoing discussions between the parties regarding the sale were properly considered by the circuit court.

As an initial matter, we note the admissibility of the Release is not properly before us because the argument lacks preservation. Per Maryland Rule 8-131(a), this Court will not ordinarily decide an issue unless it plainly appears to have been raised in or decided by the lower court. The Rule’s purpose functions as a type of estoppel by restraining “appeals that are inconsistent with the party’s positions at trial.” *Chimes v. Michael*, 131 Md. App. 271, 288 (2000).

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The record shows no argument or objection raised concerning the admissibility of the Release discussed at trial, and it cannot be overlooked that Mr. Watkis's counsel argued in favor of admitting the Release. Upon request by the court and without objection, counsel emailed the Release after the summary judgment motions hearing. We thus believe Mr. Watkis is precluded from arguing against improperly admissibility about the Release, given that Mr. Watkis was the party who sought to introduce the document.

Count I implicates both state and local law. State Government § 20-304 prohibits discrimination based on race, sex, age, color, creed, national origin, marital status, sexual orientation, gender identity, or disability in places of public accommodation. A private right of action against discrimination claims exists only in Montgomery, Howard, and Prince George's Counties. Md. Code Ann., State Gov't § 20-1202. The Montgomery County Code § 27-11(a) specifies that an owner, lessee, operator, agent or employee of any place of public accommodation must not "make any distinction with respect to any person based on race, color...national origin" in connection with "admission, service or sales, or price, quality, or use of any facility or service." State Gov't § 20-1202(a)(1). Further prohibited actions include to "assist in, compel, or coerce any discriminatory practice" or "attempt directly or indirectly to commit any discriminatory practice." State Gov't § 20-1202(4), (6).

While this case arises out of allegations of racial discrimination, we stress our analysis is limited to the presence of a triable issue and not an attempt to try the case or to resolve factual disputes. *Miller*, 393 Md. at 631. The sheer existence as to some material

fact will not defeat an otherwise supported motion for summary judgment. *Okwa v. Harper*, 360 Md. 161, 178 (2000). Mere allegations which do not demonstrate facts with precision in detail are insufficient. *Beatty v. Trailmaster Products, Inc.*, 330 Md. 726, 738 (1993) (citing *Lynx, Inc. v. Ordnance Products*, 273 Md. 1, 7–8 (1974)). Yet to survive a motion for summary judgment, the non-moving party must do more than demonstrate doubt as to the material facts. *Nerenberg v. RICA of S. Maryland*, 131 Md. App. 646, 660 (2000) (referencing *Beatty*, 330 Md. at 738).

The undisputed facts include that: (1) Mr. Tareen informed Mr. Watkis the Vehicle was not for sale “because you’re black,” and (2) the Vehicle failed the Maryland State inspection test and could not be sold to Mr. Watkis. We are unpersuaded that the act of discrimination began and ended with Mr. Tareen’s comment. The record reflects that communications between the parties continued *after* the incident, which undermines the single discriminatory act argument.

Mr. Watkis argues the admission of the racist statement by Mr. Willard would convince a reasonable jury that Euro Motorcars “changed their mind and offered the Vehicle to Mr. Watkis to avoid legal consequences of its discriminatory act.” But these arguments are unsupported by anything in the record beyond the demonstrated doubts of Mr. Watkis regarding Euro Motorcars’ actions. In the Opposition to Summary Judgment, Mr. Watkis supported his claim that the Vehicle’s failed inspection was a pretext for racial discrimination with reference to the date of the Vehicle’s results. Although Mr. Watkis casts doubt on the validity of Maryland State inspection results, the record shows results dated

November 10, 2021. The service report notes that the Vehicle failed the inspection for “r/r air strut leaking oil” later explained as the coding for repairs to the rear struts of the vehicle.

We are not swayed that the date of this report bolsters the argument that the inspection failure was a pretext for racial discrimination. The date of the Vehicle’s Maryland State Inspection failure is immaterial, because this would not impact the fact that the Vehicle could not be immediately sold after the test drive. While Mr. Tareen did state the Vehicle could not be sold to Mr. Watkis because he was black, Mr. Tareen further explained that the real reason was the failure of the Maryland State inspection test. It is undisputed that Mr. Watkis was timely informed of the Vehicle’s test failure, needed repairs, and cost concerns. As such, the date of the Maryland State Inspection is immaterial to the case.

Montgomery County Code § 27-11 provides in pertinent part:

(a) An owner, lessee, operator, manager, agent, or employee of any place of public accommodation in the County must not, with respect to the accommodation:

(1) make any distinction with respect to any person based on race, color, sex, marital status, religious creed, ancestry, national origin, disability, sexual orientation, gender expression, HIV status, or gender identity in connection with:

- a. admission;
- b. service or sales; or
- c. price, quality, or use of any facility or service;

(4) assist in, compel, or coerce any discriminatory practice under this division;

(6) attempt directly or indirectly to commit any discriminatory practice under this division.

Messrs. Tareen, Eisenberg, and Willard all fall within the ambit of subsection (a) because they are agents or employees of Euro Motorcars, a place of public accommodation. However, despite the asinine statements by all three men to Mr. Watkins, they did not discriminate against Mr. Watkis in admission, service or sales, or price, quality, or use of the facilities. Although all three men made offensive, racially insensitive remarks to Mr. Watkis, the car could not be sold because it could not pass inspection. Accordingly, the conduct of the representatives of Euro Motorcars, though offensive, did not fall within the scope of the statute.

Our analysis does not seek to minimize Mr. Watkis's experience, and nothing in this Opinion should be read as this Court's endorsement of the conduct described in this case. The record shows that Mr. Watkis was subjected to racial assumptions or comments from everyone he encountered at Euro Motorcars. Moreover, we find no dispute of material facts legally relevant to this claim of discrimination. Without any precise facts to substantiate the allegation offered Mr. Watkis, his claim lacked the required sufficient support. As such, the Court properly granted summary judgment as to Count I.

B. Count II: Unfair and Deceptive Trade Practices

Mr. Watkis argues that Euro Motorcars violated the Consumer Protection Act §13-301 when they made knowingly false or misleading statements about the Vehicle, noting the advertisement without a disclosure about the required repairs necessary to pass the Maryland State inspection. Mr. Watkis maintains that he proved reliance since the advertisement spurred his visit to the dealership, test drive, and was ready to purchase the

Vehicle at the advertised price but was refused service and informed that required repairs would increase the advertised price by several thousand dollars.

Euro Motorcars counterargues that the record lacks evidence of “[k]nowingly false statements that a service, replacement, or repair is needed” as needed to pursue relief. Euro Motorcars maintains that Mr. Watkis cannot demonstrate any actual injury or loss because of his reliance on the advertisement, as such the claim was properly granted summary judgment.

We are unpersuaded that Euro Motorcars knowingly engaged in unfair and deceptive trade practices under the Maryland Consumer Protection Act. Md. Code Ann., Com. Law § 13-301. Misrepresentations under the purview of the Consumer Protection Act are either “false or misleading” and “ha[ve] the capacity, tendency, or effect of deceiving or misleading consumers.” *Hartford Accident & Indemnity. Co. v. Scarlett Harbor Assocs. Ltd. P’ship*, 109 Md. App. 217, 242 (1996), *aff’d*, 346 Md. 122 (1997). Little of the record supports the assertion Euro Motorcars knowingly engaged in unfair and deceptive trade practices.

Regarding the Vehicle’s advertisement, both parties agree that Mr. Watkis saw the Vehicle priced at \$19,881.00 on cargurus.com. Notably, Euro Motorcars does not own cargurus.com and the advertisement’s posting came from a third party website. While there is some dispute in the record about the information described on the advertisement, this dispute proves immaterial. Although Mr. Watkis saw the advertisement, the ongoing communications he had with Euro Motorcars prove more relevant to our analysis. Mr.

Tareen testified that sometimes a vehicle's inspection failure is not found until later, although he noted this occurrence was "rare." While the advertisement served as the inspiration for the negotiations between the parties, the actual disclosures by Euro Motorcars are at issue here.

Timely disclosures and express information prior to the actual transaction impacts whether conduct has the capacity, tendency, or effect of misleading or deceiving a consumer. *See McGraw v. Loyola Ford, Inc.*, 124 Md. App. 560, 580–82 (1999) (reasoning that there was no Consumer Protection Act violation despite the auto dealer's selection of "new" on forms related to the purchase of the used car because both parties knew the car served as a demonstrator vehicle based on the record). Euro Motorcars and Mr. Watkis agree that Euro Motorcars informed Mr. Watkis of the Vehicle's failure of the Maryland State Inspection prior to the actual purchase of the Vehicle. Had Mr. Watkis been informed that the Vehicle was in pristine condition, our analysis might very well be different. The record shows Mr. Watkis was told many times the Vehicle was not able to be sold, and this is bolstered by his email to Mr. Eisenberg in which he requested specific repairs to the Vehicle.

Even assuming *arguendo* that Euro Motorcars *had* misrepresented the Vehicle in a misleading manner, Count II would still not be viable due to the lack of reliance resulting in actual damages. Cognizable injuries under the Consumer Protection Act require consumers to suffer an identifiable loss, measured by the amount the costumer lost or spent due to their reliance on the sellers' misrepresentation. *Lloyd v. Gen. Motors Corp.*, 397 Md.

108, 143 (2007) (quoting *Golt v. Phillips*, 308 Md. 1, 11–14 (1986)). While proof of actual reliance in advance is not required, absent some evidence that the individual purchaser relied upon and was deceived by the offending communication, actual restitution may not be ordered. *Consumer Prot. Div. v. Outdoor World Corp.*, 91 Md. App. 275, 291 (1992).

Aggrieved consumers must establish the nature of the actual loss or injury purportedly sustained by the prohibited practice to recover under the Consumer Protection Act. *Citaramanis v. Hallowell*, 328 Md. 142, 152 (1992). Maryland caselaw makes clear the general measure of damages in misrepresentation or fraud based tort actions depends on the difference between the amount of the purchase price the buyer has paid and the actual worth of the object on the sold date when purchased. *Dassing v. Fred Frederick Motorcars, Inc.*, 240 Md. 621, 624 (1965); *Beardmore v. T. D. Burgess Co.*, 245 Md. 387, 390 (1967).

We are unpersuaded that Mr. Watkis identified objectively, identifiable damages based on the alleged misrepresentation of the Vehicle. Mr. Watkis seeks damages based on his reliance, but the record makes clear the Vehicle was never purchased. Nevertheless, Mr. Watkis argued damages and loss from the “deprivation of use and possession of the Vehicle, psychological trauma, medical treatment, and attorney’s fees” due to Euro Motorcars’s alleged misrepresentation. We reiterate that the failure to establish the nature of an actual injury proves fatal to Consumer Protection Act actions. *McGraw*, 124 Md. App. at 581 (citing *Citaramanis*, 328 Md. at 152). Recovery depends on a plaintiff making

a purchase, and, although a customer, Mr. Watkis was not a purchaser. The grant of summary judgment in favor of Euro Motorcars was therefore proper on Count II.

C. Count III: Intentional Infliction of Emotional Distress

Mr. Watkis argues that summary judgment on Count III was improper, as the alleged conduct clearly rose to the level of extreme and outrageous as needed for IIED claims. Mr. Watkis argues that the racist comments by Euro Motorcars went beyond all possible bounds of decency, since such statements are intolerable in a civilized community.

Euro Motorcars counter argues that the circuit court correctly granted summary judgment since the described actions failed to constitute extreme and outrageous conduct. Euro Motorcars maintains that Mr. Tareen's numerous apologies, professional reprimand, and required diversity training undermined the IIED claim.

The tort of intentional infliction of emotional distress consists of these four elements: (1) the conduct must be intentional or reckless; (2) the conduct must be extreme and outrageous; (3) there must be a causal connection between the wrongful conduct and the emotional distress; and (4) the emotional distress must be severe. *Harris v. Jones*, 281 Md. 560, 566 (1977) (citing factors considered in *Womack v. Eldridge*, 210 S.E.2d 145, 148 (1974)). Each of the four elements must be pled and proved with specificity, and any deficiency in any elements is fatal to the claim. *Foor v. Juv. Servs. Admin.*, 78 Md. App. 151, 175 (1989). The first question is whether Euro Motorcars's conduct rises to the extreme and outrageous level.

Outrageous conduct must “strike to the very core of one’s being, threatening to shatter the frame upon which one’s emotional fabric is hung.” *Hamilton v. Ford Motor Credit Co.*, 66 Md. App. 46, 60 (1986). In pleading IIED, the plaintiff carries a particularly difficult burden. *Lindenmuth v. McCreer*, 233 Md. App. 343, 369 (2017) (citing *Batson v. Shiflett*, 325 Md. 684, 734 (1992)). Not all inappropriate or improper conduct applies, as only conduct that rises to the level necessary to trigger liability is considered. *Hines v. French*, 157 Md. App. 536, 559 (2004). The trial court determines if the extreme and outrageous standard applies considering the described conduct and the particular individual. *Miller v. Ratner*, 114 Md. App. 18, 58 (1997) (quoting *Harris v. Jones*, 281 Md. at 567).

Mr. Watkis points to the following incidents in support of outrageous and extreme conduct: Mr. Tareen’s statement that the Vehicle could not be sold “because you’re black,” Mr. Eisenberg’s comment he “must know somebody who lives somewhere in the District of Columbia,” and Mr. Willard’s statement that Mr. Eisenberg meant no harm because he “dates black women.” Our caselaw specifies extreme and outrageous conduct does not encompass every improper interaction between parties. *Compare Figueiredo-Torres v. Nickle*, 321 Md. 642, 655–56 (1991) (psychologist’s repeated sexual relations with the plaintiff’s wife during marriage counseling for the couple was extreme and outrageous conduct that took advantage of the patient’s known emotional problems), *with Lasater v. Guttmann*, 194 Md. App. 431, 450 (2010) (husband’s beratement of wife, including

screaming outbursts on several occasions and lies about his personal life and financial difficulties was not extreme and outrageous conduct).

Considering the interactions between Mr. Watkis and Euro Motorcars collectively, we are unpersuaded the conduct rises to extreme and outrageous standard. Even unquestionably rude, callous, and insensitive conduct still fails to satisfy the extreme and outrageous standard. *Hamilton*, 66 Md. App. at 59. As noted, the comments by the representatives of Euro Motorcars were asinine. However, they do not rise to the level of extreme and outrageous conduct that the tort requires. Even assuming *arguendo* the alleged conduct *could* satisfy the extreme and outrageous element, Mr. Watkis's IIED claim would still fail because there is no competent evidence of a causal connection between these statements and any alleged emotional distress. Since failure to meet any single one of the elements proves fatal to an IIED claim, and the parties do not focus on the third and fourth elements, we need not delve further. *See Foor*, 78 Md. App. at 175.

The record reflects little doubt that Euro Motorcars's interactions with Mr. Watkis were asinine at worst and racially callous at best. Mr. Eisenberg and Mr. Willard's comments stoked the fire while trying to douse it. Be that as it may, these interactions still fail to meet the extreme and outrageous conduct standard under existing Maryland caselaw. Therefore, the circuit court properly granted summary judgment on Count III.

IV. CONCLUSION

We affirm the judgment of the Circuit Court for Montgomery County. On Count I, we conclude the undisputed facts failed to demonstrate a viable claim for discriminatory

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practices, as nothing in the record supported the assertion that the Vehicle's test failure was a pretext for discriminatory denial of service. On Count II, we hold the lack of actual injury precludes recovery since Mr. Watkis's injury was not sufficiently established as Mr. Watkis never purchased the Vehicle. On Count III, we conclude the described actions failed to meet the extreme and outrageous element as required under IIED claims. Because summary judgment was proper on all three counts, we affirm the judgement of the Circuit Court for Montgomery County.

**JUDGMENT OF THE CIRCUIT COURT FOR
MONTGOMERY COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**