

Circuit Court for Montgomery County
Case No. C-15-CV-23-000771

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 242

September Term, 2024

GOODWILL INDUSTRIES OF LANE AND
SOUTH COAST COUNTIES

v.

GOODWILL INDUSTRIES
INTERNATIONAL, INC., ET AL.

Graeff,
Ripken,
Eyler, Deborah S.
(Senior Judge, Specially Assigned)

JJ.

Opinion by Graeff, J.

Filed: September 19, 2025

*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 Md. Rule 1-104(a)(2)(B).

This case arises from the order of the Circuit Court for Montgomery County dismissing the complaint that Goodwill Industries of Lane and South Coast Counties (Goodwill), appellant, filed against Goodwill Industries International, Inc., Edgar Ned Helms, and Steve Preston (Goodwill International), appellees. In the complaint, Goodwill alleged claims for breach of contract, breach of fiduciary duty, and declaratory judgment, asserting that Goodwill International’s internal, closed door investigation into Goodwill’s Chief Executive Officer (“CEO”) violated the process required when “a standards concern has surfaced.”

In granting Goodwill International’s motion to dismiss the complaint, the court dismissed the claims for breach of contract and fiduciary duty, with prejudice, and the claim for declaratory judgment, without prejudice. Goodwill then filed a second amended complaint for declaratory judgment and injunctive relief. On March 11, 2024, the court granted Goodwill International’s motion to dismiss the second amended complaint, with prejudice.

On appeal, Goodwill presents the following questions for this Court’s review,¹ which we have rephrased slightly, as follows:

¹ Goodwill Lane presented the following two questions:

- (1) Did the trial court erroneously dismiss Goodwill’s breach of contract and breach of fiduciary duty claims with prejudice, based on the trial court’s failure to draw inferences and view allegations in the light most favorable to Goodwill, instead adopting GII’s narrative about the Investigation to conclude that no concern had surfaced?

1. Did the circuit court err in dismissing Goodwill’s initial complaint, by dismissing the claims for breach of contract and breach of fiduciary duty with prejudice and its declaratory judgment claim without prejudice?
2. Did the circuit court err in dismissing Goodwill’s declaratory judgment claim, pleaded in the Second Amended Complaint, with prejudice?

For the reasons set forth below, we shall affirm in part, and reverse in part, the judgments of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND²

Goodwill International is a Massachusetts nonprofit membership organization, with its principal place of business in Rockville, Maryland.³ Appellee Steve Preston is the President and CEO of Goodwill International, and appellee Edgar Helms served as the Chair of Goodwill International’s Board of Directors (“Board”). Goodwill International supports approximately 150 independent and autonomous local member corporations,

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- (2) Did the trial court err in dismissing the declaratory judgment count by relying on the dismissal of other claims and failing to provide a declaration, regarding the meaning of the disputed contract term “surfaced” and regarding when a “standard concern has surfaced” so as to required GII to follow the Process?

² Because we are reviewing a decision granting a motion to dismiss, we take the facts set forth in Goodwill’s complaint, and the undisputed documents attached thereto, and presume them to be true. *See Norino Props., LLC v. Balsamo*, 253 Md. App. 226, 232 n.2 (2021). *Accord Dawkins v. Balt. City Police Dep’t*, 376 Md. 53, 55 (2003) (“Since the present appeal was taken from orders denying motions to dismiss the plaintiff’s amended complaint, the pertinent facts are those set forth in the amended complaint.”).

³ Because Goodwill International’s principal place of business is in Maryland, we have jurisdiction over this action. *See Md. Code Ann., Cts. & Jud. Proc. §§ 1-501 and 6-102* (2020 Repl).

which operate in distinct geographic territories providing career counseling, skills training, and support to facilitate employment for job seekers. Goodwill, a nonprofit corporation located in Oregon, is a local Goodwill International Member.⁴

I.

Member Agreement, Bylaws, and the Standards Policy

In exchange for the payment of dues, Goodwill organizations receive certain rights pursuant to a Member Agreement. These rights include a license to use “Goodwill” trademarks, trading names, and logos. The Member Agreement grants Members the right to use the Goodwill trademark if the Member is in “good standing.” Section 2.1 of the Member Agreement defines a “member in good standing” as: “Any member in compliance with the GII Bylaws [(“Bylaws”)], the Continuing Membership Standards Policy and the Territory Policies, Practices and Process.” The Bylaws, which establish the governance framework, similarly define a “Member in Good Standing” as “[a]ny Member in compliance with . . . the Continuing Organizational Membership Standards Policy” (“Standards Policy”).

The Standards Policy establishes mandatory membership standards designed to hold Members “mutually responsible and accountable to one another in [their] individual and collective efforts to advance [their] common purpose,” which is to give people “an opportunity to develop to [their] fullest usefulness and enjoy the maximum of abundant

⁴ The Bylaws define “Member” as a “non-profit organization that has signed a Member Agreement with the Corporation.”

living.”⁵ The Standards Policy sets forth 10 standards, a description to measure compliance with the standard, and required documentation for each standard.⁶ At issue in this case is Standard Nine, which provides that Members shall “[m]aintain executive leadership consistent with the professional and ethical standards established by the local board of directors, that as a minimum reflect the certification standards of the Conference of Executives.”

The Standards Policy also sets forth a “Standards Concern Review Process,” with a stated purpose to have a procedure to help Members “with an identified problem, to assist in solving the problem as expeditiously and confidentially as possible, before the matter

⁵ In its complaint, Goodwill stated that it is an independent nonprofit organization “with a focus on using donated items to provide vocational opportunities to individuals with barriers to employment.” It provides employment and training opportunities at its donation centers.

⁶ The Standards Policy contains the following membership standards: (1) maintaining independent, autonomous Goodwill status; (2) operating in the public interest absent private inurement; (3) including the phrase “Goodwill” or “Goodwill Industries” in the legal name and in its interaction with the community; (4) maintaining local bylaws and articles of incorporation that are consistent with the objects and purposes of Goodwill International’s bylaws; (5) complying with all applicable laws, Goodwill International’s bylaws, and the Member Agreement, (6) maintaining accreditation or certification in accordance with the requirements of, and demonstrate a commitment to, the mission of the local organization; (7) adhering to generally accepted accounting principles and remain a going concern; (8) maintaining a local voluntary board of directors which may include the paid CEO that is responsible for the governance of the organization and is accountable to the community served; (9) *maintaining executive leadership consistent with the professional and ethical standards established by the local board of directors, that as a minimum reflect the certification standards of the Conference of Executives*; and (10) submitting key financial data monthly and submitting required information annually for the Annual Statistical Report. (Emphasis added).

is reported to the [Goodwill International] Board for action . . . and to provide future guidance when standards compliance is an issue.” The procedure that follows lists seven steps.

The first step in the procedure involves notice. Specifically, Section IV.B.I. of the Standards Policy provides:

1. **Member Notification:** *Once a standards concern has surfaced, the [Goodwill International] President and CEO, or his or her delegate, will contact the member CEO by certified mail to provide notice that a concern has been identified.*

(Emphasis added).

The second step in the procedure establishes a 45-day resolution period, which requires the Member CEO to work to resolve the concern raised. The relevant provisions state:

2. **Initial 45-Day Resolution Period:** Member CEO, in consultation with his/her board chair and [Goodwill International] executive staff, will work to resolve the concern regarding possible standards violation(s) within forty-five (45) calendar days from the date the member CEO was notified of a concern. If a satisfactory resolution is reached during that time period, a binding agreement will be signed by the CEO involved, the member board chair, and the [Goodwill International] President and CEO. The agreement will be placed in each member’s file located at Member Services Center (MSC).
3. **Report and Referral to GII Board Committee:** If the member CEO does not or will not satisfactorily resolve the concern regarding possible standards violation(s) within forty-five (45) calendar days, a report will be prepared and submitted by the [Goodwill International] executive staff within seven (7) calendar days, and the matter will be referred to the Membership Standards Committee of the [Goodwill International] Board of Directors.

The next section provides that, within 14 calendar days of receipt of the report prepared by the Goodwill International executive staff, a peer review group of executives will be established. Within 60 days, the peer review group will contact the Member CEO to offer assistance to and develop a plan of correction and timetable for compliance with the standards, and prepare a report for the Membership Standards Committee. Within 30 days of receiving that report, the Membership Standards Committee will determine whether the Member is in compliance with membership standards, or executing a plan, take further action to assist as needed, or prepare a written report to the Goodwill International Board of Directors with a recommendation for action. The Policy requires that copies of the report be “furnished electronically and by certified mail to the member CEO and the board chair of the member.”

Section Five provides the procedure for unresolved standards concerns. It states that, within 30 days after receipt of a report from the Membership Standards Committee, the Goodwill Board of Directors will take action at the next Board meeting, including determining whether “the member should be disaffiliated as a member no longer in good standing as defined in the [Goodwill International] Bylaws.” If the Board determines that Member is no longer in good standing as defined in the Bylaws, it may disaffiliate the Member by a two-thirds vote of voting Board members. If the vote is not sufficient to disaffiliate the Member, the Board must determine next steps at the next Board meeting.

Section Six of the Standards Concern Review Process, “**Waiver of Confidentiality**,” states, in relevant part, that:

Members of the Membership Standards Committee, GII executive staff and the GII Board of Directors will act in such a manner as to attempt to protect the confidentiality of members involved where possible. However, in order to conduct due diligence, and depending on the nature of the complaint, it may become necessary to share relevant information with others who may be impacted by the specific concern. In addition, all members involved (CEOs and member board chairs) shall be copied on all correspondence regarding the concern. A member waives rights to any subsequent claims regarding dissemination of information to others.

The seventh section addresses expedited action when time is of the essence. That section is not at issue in this case.

II.

The Complaint

On March 3, 2023, Goodwill filed its complaint, alleging that Goodwill International took retaliatory action against it. Goodwill alleged that, in March 2022, its CEO and President, Jim Martin, publicly challenged an action taken by Goodwill International as a violation of its Bylaws. Goodwill International’s law firm subsequently interviewed “numerous people within [Goodwill International] and among the members,” regarding an unspecified “pattern of conduct,” which was aimed at Mr. Martin.⁷ It stated that it learned of the investigation from a third party and was never “notified of, involved in, or provided an opportunity to be heard as part of the Secret Investigation,” and it was not made aware of “the specific substance or scope of the alleged

⁷ The complaint alleges that Board members had stated in an earlier meeting and email that there were concerns relating to comments raised at the meeting where Jim Martin challenged Goodwill’s actions, and that the Board was reviewing questions regarding the conduct expected from Goodwill leaders and how to hold them accountable.

complaints that prompted the Secret Investigation.” Goodwill alleged that it was never informed of the outcome of the investigation, and Goodwill International required its Board members to sign non-disclosure agreements in November 2022.

Goodwill contacted Goodwill International’s counsel and advised that it believed the secret investigation violated the Standards Policy. It requested information related to the investigation pursuant to the Policy. Goodwill International refused to disclose any information about the investigation. Goodwill then shared with other Member Board Chairs information regarding the secret investigation “based on concerns for its own and other Members’ rights.”

On December 14, 2022, appellees Helms and Preston called a Member “Town Hall” meeting to address the investigation. Appellee Helms stated: “We had enough material that the Board felt you know what, our duty of care not allows us, but compels us to do something. Not allows it, but compels it.” He further stated:

It’s not the instance itself. It’s the pattern. The instances in and of themselves were concerning. That wasn’t what we were after here. We were after, I was after concerns that have been raised to me... This was not an annual. This was semi, you know, perennial. And it was more the tone than it was the instance.... We thought our most important move was to tie ourselves, if you will, or guide ourselves by the duty of care.

When questioned about the accusations being investigated, Appellee Preston stated: “Let’s just say that it rose to a level where we were very concerned about the experiences that individuals had to the point where they needed an opportunity — the Board felt that it needed an opportunity to understand what had been going on.” After concluding the investigation, Goodwill International ultimately did not take any action against Goodwill.

Goodwill alleged, however, that

[a]s a result of Helms’s and Preston’s statements, devoid of any additional facts or context regarding the alleged conduct, some Member CEOs queried whether Mr. Martin had engaged in serious criminal conduct, such as embezzlement or sexual harassment, which implicates Goodwill of Lane County’s fidelity both to the Standards Policy and to its own Board Members’ duty of care.

Goodwill included three counts in its complaint. Count One alleged that appellees Helms and Preston breached their fiduciary duty of fair dealing by participating in the secret investigation in violation of Goodwill’s “due process rights afforded by the Bylaws and the Standards Policy.” Count Two alleged breach of contract against Goodwill International. Count Three sought a declaratory judgment finding that Goodwill International’s secret investigation “was unlawful because [it] breached the Standards Policy” and directing Goodwill International to provide Goodwill “all information, documents, and materials, including any reports resulting from the Secret investigation.” Goodwill requested the following:

- A. A finding and declaration that Defendants Helms and Preston breached their fiduciary duties of fair dealing to Goodwill of Lane County;
- B. A finding and declaration that GII breached its Member Agreement with Goodwill of Lane County;
- C. A finding and declaration that GII’s Secret Investigation was unlawful because GII breached the Standards Policy by conducting it;
- D. A judgment directing GII to provide to Goodwill of Lane County all information, documents, and materials, including any reports resulting

- from the Secret Investigation, as Goodwill of Lane County would have been entitled to the same had GII adhered to its Bylaws, its Member Agreement with Goodwill of Lane County, and the Standards Policy;
- E. A finding and declaration that GII is obligated to follow the Member Standards Concern Process outlined by the Standards Policy when it identifies Member CEO conduct as a concern; and
- F. Such other relief as the Court finds just and equitable.

III.

Motion to Dismiss

On June 2, 2023, Goodwill International filed a motion to dismiss the complaint, with prejudice, for failure to state a claim. On July 20, 2023, the court held a hearing on the motion.

With regard to the claim for breach of fiduciary duty, Goodwill International argued that Goodwill failed to state a claim because it did not allege that appellees Helms and Preston took any adverse action against it or that it suffered any harm. It asserted that the investigation into Goodwill was merely a “preliminary review” into whether a concern under the Standards Policy had “surfaced,” which did not invoke the protocol set forth in the Standards Policy. Goodwill International argued that nothing in the Standards Policy required appellees Helms and Preston to inform Goodwill of its “initial due diligence to determine” whether a standards concern had surfaced. When the court asked what “surfaced” meant, noting that Goodwill International “probably could have used a better

word,” counsel for Goodwill International stated that it meant a formal complaint challenging something, where the company was going to take adverse action such as a sanction, censuring, or disaffiliation.

On the breach of contract count, Goodwill International contended that Goodwill did not “allege an actual breach of a particular provision” of the Member Agreement, Bylaws, or Standards Policy. It argued that Goodwill was trying to create a contractual term that did not exist, and the Standards Policy did not “contain a prohibition on [Goodwill International] gathering information and conducting any due diligence or investigating any potential standards concern before initiating that process.” Rather, it set forth “policies to follow once it has been determined that a standards concern actually exists.” Additionally, Goodwill International argued that Goodwill did not allege any harm or include a request for nominal damages in the complaint. Rather, it was seeking documents of a preliminary investigation to which it had no contractual right.⁸

Goodwill International argued that the claim for declaratory judgment was a “bootstrap” of its claims for breach of fiduciary duty and contract. It also asserted that Goodwill improperly requested injunctive relief, which was improper as declaratory relief.

⁸ Goodwill International also argued that, because the Goodwill CEO was not a party, any claim of reputational harm was not relevant, and even if it was, Goodwill “invited publication” by telling third parties about the investigation, which precluded recovery under Maryland law. In its complaint, Goodwill states that, “[d]espite incurring reputational harm, [it] presently seeks only to vindicate its rights as a Member under the Member Agreement and Bylaw.”

In opposition, Goodwill stated that Goodwill International had obligations based on the organizational documents. With respect to the argument that Goodwill International had merely conducted a “preliminary review,” Goodwill stated the Standards Policy did not differentiate between “formal standards concerns [and] other kinds of standards concerns,” and it did not apply only when the Board planned to take adverse action. Rather, the Standards Concern Review Process applied whenever a “standards concern has surfaced,” and it was designed “to help members resolve issues before an issue comes to the Board.” Counsel stated that the investigation was the result of “formal Board action” to engage a law firm to conduct the investigation, not just a “preliminary review to find out information.” Telling other Members that the Board’s duty of care compelled it to act was not indicative of a preliminary review. Goodwill asserted that it “sufficiently alleged that the standards policy was triggered” to preclude dismissal for failure to state a claim.

Goodwill alleged that Goodwill International violated the Member notification provision of the Standards Policy, which was part of the Member Agreement, because it did not notify Goodwill of the identification of a standards concern. Goodwill stated that Standard Nine – maintaining executive leadership consistent with established professional and ethical standards – was the standard at issue in the investigation.

With regard to the breach of fiduciary duty count, Goodwill argued that, applying the law of the state of incorporation, Massachusetts, appellees Helms and Preston owed it a fiduciary duty of fair dealing. Relying on *Jessie v. Boynton*, 361 N.E.2d 1267 (Mass. 1977), it alleged that officers and directors of a nonprofit corporation can breach their

fiduciary duty of fair dealing by violating the procedural rights of members. In response to questions about reputational harm, Goodwill stated that it learned of the investigation from a third party, and that there was no requirement that the investigation be broadly published to constitute reputational harm. It alleged that the reputational harm resulted from Mr. Helms and Mr. Preston telling Members that Goodwill’s conduct “was so serious, [its] duty of care compelled” it to act.

Regarding damages for breach contract, Goodwill argued that it “need only allege the existence of the contractual obligation owed . . . and a material breach of that obligation.” It was not necessary to plead nominal damages. Goodwill also argued that it was permitted to seek injunctive relief in its claim for declaratory judgment, and that section 3-409(c) of the Maryland Code, Courts and Judicial Proceedings Article, allowed a plaintiff to seek a declaratory judgment “notwithstanding a concurrent claim” for breach of contract. When asked why Goodwill wanted the documents, counsel stated that, at the least, it would know what the allegations and concerns were, “and that [Goodwill International] was held to its contractual obligation so that, in the future, it can’t invoke the same process by claiming this is merely a preliminary review.”

The court issued its ruling on the motion to dismiss on the record. It concluded that Goodwill did not state a claim for breach of contract or breach of fiduciary duty because the provisions of the Standards Policy requiring Member notification and related procedures were “not triggered.” The court noted that the purpose of the standards concern review process was “to assist in solving the problem as expeditiously and confidentially

as possible before the matter is reported to the [Goodwill International] Board for action,” and to “provide future guidance for standards compliance on an issue.” With respect to Member notification, the court found that, “once a standards concern has surfaced,” i.e., if the investigation identifies a problem, the procedure is triggered. The court found, however, that “the investigation did not trigger this procedure because nothing had been done with respect to reaching a conclusion that there was a concern that had to be addressed.”

Addressing the request for a declaratory judgment, the court stated that it could not provide a declaration that Goodwill International violated the Member Agreement or that the investigation was unlawful because the court had found that the “member standards concern process . . . was not triggered by the investigation here.” With respect to the request for a “declaratory judgment declaring that [Goodwill International] remains obligated to adhere to the standards policy when it identifies a Member CEO’s conduct as a concern,” the court stated: “You could have that. That is about the only thing. That is about the only thing that you would be entitled to declaratory judgment on.” The court then dismissed Counts One and Two, with prejudice, and it dismissed Count Three, without prejudice, stating that, if Goodwill wanted to provide facts and a request to support a declaratory judgment, the court would entertain it. The court gave Goodwill 14 days to amend its complaint with respect to its claim for declaratory judgment.

IV.

Motion to Reconsider and Amended Complaints

On August 3, 2023, Goodwill filed a motion for reconsideration of the court’s July 20, 2023 order dismissing the complaint, requesting leave to amend Counts One and Two. Goodwill filed, with its motion for reconsideration, a First Amended Complaint, alleging the same three counts as its original complaint, as well as additional facts. On October 23, 2023, the court denied Goodwill’s motion for reconsideration and ordered that it “file an amended complaint consistent with the Court’s order of July 20, 2023.”

On November 6, 2023, Goodwill filed a Second Amended Complaint, alleging one count for declaratory judgment and one count for injunctive relief. In its prayer for judgment on the declaratory judgment count, Goodwill requested the following:

- a. A finding and declaration regarding when, under the Standards Policy, a Standards Concern has “surfaced” within the meaning of the Standards Policy such that the Standards Concern Review Process is triggered;
- b. A finding and declaration that a concern regarding a Member, or a Member’s executive leadership, cannot be presented to the full GII Board without first following the Standards Concern Review Process, i.e., giving the Member notice as required under the Standards Concern Review Process and otherwise following the steps the Standards Concern Review Process requires before bringing any concern to the full GII Board;
- c. A finding and declaration that the GII Board cannot authorize action regarding a concern regarding a Member, or a Member’s executive leadership, without first following the Standards Concern Review Process, i.e., giving the Member notice as required under the Standards Concern Review Process and otherwise following the steps the Standards Concern Review Process requires before bringing any concern to the full GII Board;

- d. A finding and declaration that the Secret investigation of Goodwill of Lane County’s President and CEO, without Goodwill of Lane County’s knowledge and participation, and otherwise outside of the Standards Concern Review Process, violated the provisions of the Member Agreement and Bylaws that guarantee Goodwill of Lane County’s autonomy and sole governance authority over its executive leadership;
- e. A finding and declaration that GII’s Secret investigation was unlawful because GII breached the Standards Policy by conducting it;
- f. A finding and declaration that GII is obligated to follow the Member Standards Concern Review Process outlined by the Standards Policy when it identifies Member CEO conduct as a concern;
- g. A finding and declaration that GII did not follow the Member Standards Concern Review Process outlined by the Standards Policy in connection with alleged concerns regarding Jim Martin and Goodwill of Lane County; and
- h. A judgment directing GII to provide to Goodwill of Lane County all information, documents, and materials which Goodwill of Lane County would have received had GII adhered to its Bylaws, its Member Agreement with Goodwill of Lane County, and the Standards Policy.

Goodwill additionally requested “an affirmative injunction compelling [Goodwill International] to provide to Goodwill . . . the information, documents, and materials which Goodwill . . . would have received had [Goodwill International] followed the Standards Concern Review Process as required.”

V.

Motion to Dismiss Second Amended Complaint

On November 21, 2023, Goodwill International filed a motion to dismiss, or, in the alternative, to strike Goodwill’s Second Amended Complaint. It alleged that Goodwill failed to plead a justiciable controversy because the issues underlying its claims were either

already decided by the court or were based on hypothetical factual allegations. The circuit court held a hearing on the motion on March 8, 2024.⁹

Goodwill International argued that Goodwill repackaged its allegations in the original complaint for breach of contract and “called them a declaratory judgment.” It alleged that the “central question under [the second amended] complaint remains the same” as the original complaint, that is, whether Goodwill International’s due diligence actions in 2022 “triggered provisions of the standards concern review process.” It asserted that, because the court had already ruled on those issues, there was no longer a justiciable controversy.

Goodwill International further argued that, despite the 86 new paragraphs added to the second amended complaint, Goodwill still had not “pled any claim upon which relief [could] be granted” because the court precluded Goodwill from repleading any claims for breach of contract or breach of fiduciary duty. Goodwill International stated that the claim for injunctive relief failed as a matter of law because the court “already ruled that [Goodwill was] not entitled to” documents related to the investigation.

Similarly, with regard to Goodwill’s argument that the term “surfaced” in the Standards Policy was ambiguous, Goodwill International noted that the court “reviewed the allegations in the original complaint and the attached contract and made well-reasoned

⁹ At the hearing, Goodwill conceded that its separate claim for injunctive relief was unnecessary, and it offered to withdraw the claim, if Goodwill International did not contest its ability to request the relief as part of its declaratory judgment claim.

findings . . . that the set of facts alleged by [Goodwill] did not amount to a breach of any relevant contract.” It asserted that this issue was moot, and the remaining declaratory judgment issues were hypothetical.

In opposition, Goodwill argued that it was permitted to challenge Goodwill International’s “selective and discriminatory treatment” and its “unfettered power to decide when . . . a standards concern” surfaces. Noting its allegations in the second amended complaint that Members were reluctant to speak up against Goodwill International for fear of retribution, Goodwill argued there was “a live, justiciable controversy about what it means within these organizational documents for a standards concern to have surfaced.” Goodwill disputed Goodwill International’s claim that Goodwill was seeking to bootstrap a merits determination into a declaratory judgment claim, stating that it was merely seeking a resolution to resolve “insecurity and uncertainty with respect to legal rights.” It alleged that it was not required to seek “some sort of enforcement after that declaration,” and it was sufficient if a party is “just looking for a . . . ‘correct answer.’” Goodwill asserted that, by signing the Membership Agreement, Goodwill and other Members received procedural protections that Goodwill International was obligated to follow.

Citing *Pizza di Joey, LLC v. Mayor of Baltimore*, 470 Md. 308 (2020), Goodwill argued that there was a justiciable controversy even if there was not a Member who had committed a standards concern violation, and it could seek a declaratory judgment to “test whether [Goodwill International] is going to adhere to this policy or not.” Goodwill then went through new allegations in the second amended complaint “linking the concern about

Mr. Martin’s conduct directly to” Standard Nine in the Standards Policy, and showing that Goodwill International believed it to be an “extraordinarily significant” concern.

Goodwill next addressed its interpretation of the term “surface,” stating that

Our interpretation is essentially any time a concern that relates, an issue that relates to a standards concern has come up, and [Goodwill International] chooses to go outside of its own internal staff to talk to the board, committee of the board, third parties, including other members, that means the concern has surfaced within the meaning of this policy.

It noted that Goodwill International had a different interpretation and thus it was “a live controversy for resolution.”

In reply, Goodwill International stated that, although there was disagreement regarding the term “surfaced,” that did not necessarily “render a contract ambiguous.” It argued that Goodwill’s request for a declaration regarding when a standards concern has surfaced was speculative.

The court dismissed Goodwill’s second amended complaint with prejudice. It explained that, at the July 20, 2023 hearing on the motion to dismiss the original complaint, it found that

the only viable allegation supporting the request for declaratory judgment in light of its dismissal of the other two counts, would be in paragraph 100 of the complaint that read, Goodwill of Lane County is also entitled to a declaratory judgment declaring that GII remains obligated to adhere to the standards policy when it identifies member CEO conduct as a concern. Based on that allegation, the Court permitted Goodwill to file an amended complaint requesting a declaratory judgment with the facts to support such a request.

The court stated that, although it did not restrict what Goodwill could include in an amended complaint, it made clear the limitations. The court found that Goodwill’s second

amended complaint was not consistent with its July 20 order because it consisted “largely of allegations and conclusions surrounding [Goodwill’s] contention that [Goodwill International] violated governing documents pertaining to the secret investigation.” It stated:

The second amended complaint rewords allegations included in the original complaint, expands on some of the allegations and attaches additional documents. Paragraph 165 of the second amended complaint provides that Goodwill of Lane County brings this claim under Maryland Code Annotated Courts and Judicial Proceedings, section 3-401 et seq. and seeks a declaration that GII has violated the member agreement, bylaws, and standards concerns review policy and seeks related further relief. This is similar to paragraph 95 of the complaint, and it adds new theories for breach of contract.

The court found that Goodwill failed to meet the requirements of CJ § 3-409, stating that the second amended complaint did not allege facts supporting “any of the three grounds upon which to grant a declaratory judgment” and did not set forth any actual controversy between the parties. The court found that Goodwill sought a declaration concerning “something that might happen in the future based on what happened in the past.” It stated that any assertion supporting “a relation, status, right or privilege” was based on claims for breach of contract or fiduciary duty, which the court previously had dismissed. Accordingly, the court granted Goodwill International’s motion to dismiss, with prejudice.

This appeal followed.

STANDARD OF REVIEW

The standard of review on a motion to dismiss is *de novo*. *Elsberry v. Stanley Martin Cos.*, 482 Md. 159, 178 (2022). Our task in reviewing a circuit court’s order granting a

motion to dismiss is to determine whether its decision was legally correct. *O'Brien & Gere Eng'rs, Inc. v. City of Salisbury*, 447 Md. 394, 403 (2016). When reviewing a circuit court's grant of a motion to dismiss, "we must assume the truth of the well-pleaded factual allegations of the complaint, including the reasonable inferences that may be drawn from those allegations." *Bhargava v. Prince George's Cnty. Plan. Bd.*, 265 Md. App. 172, 189, *cert. denied*, 490 Md. 291 (2025). Dismissal is proper if the alleged facts and permissible inferences, viewed in the light most favorable to the plaintiff, nonetheless fail to state a claim for which relief may be granted. *Id.* We may affirm the dismissal of a complaint on any ground adequately shown by the record, even where the circuit court did not rely on that ground and the parties did not raise that ground below. *Bennett v. Ashcraft & Gerel, LLP*, 259 Md. App. 403, 451, *cert. denied*, 486 Md. 246 (2023).

DISCUSSION

I.

Breach of Contract

Goodwill contends that the circuit court erred in dismissing its breach of contract claim after finding "that no standards concern had 'surfaced.'" It additionally argues that the court erred by ignoring its separate claim for breach of the implied duty of good faith and fair dealing and dismissing the breach of contract claim with prejudice.

Goodwill International contends that the court properly dismissed the breach of contract claim with prejudice. It asserts that the court properly interpreted the term "surfaced," which was unambiguous based on the policy as a whole. It argues that the

court properly disposed of Goodwill’s breach of good faith and fair dealing claim because its conclusion that “the investigation did not trigger” the procedure, resulting in the dismissal of the breach of contract claim, rendered the good faith and fair dealing claim moot. Goodwill International contends that the court properly dismissed Goodwill’s breach of contract claim with prejudice, asserting that Goodwill failed to identify a specific provision of the Member Agreement that was violated, and it “failed to plausibly allege” harm.

To prevail on a breach of contract claim, a plaintiff must prove “the existence of a contractual obligation owed by the defendant to the plaintiff, and a material breach of that obligation to defendant.” *RRC Ne. LLC, v. BAA Maryland, Inc.*, 413 Md. 638, 658 (2010). Here, Goodwill alleged that Goodwill International breached “the Standards Policy, Member Agreement, and Bylaws” by failing to notify it of the identification of a standards concern. Critical to the determination whether Goodwill International breached the provisions of the Standards Policy is whether that policy was implicated, i.e., whether a standards concern had “surfaced.” We begin with that issue.

“‘The interpretation of a contract, including the determination of whether a contract is ambiguous, is a question of law’ reviewed without deference.” *Lithko Contracting, LLC v. XL Ins. Am., Inc.*, 487 Md. 385, 401 (2024). Maryland courts “have long adhered to the objective theory of contract interpretation, giving effect to the clear terms of agreements, regardless of the intent of the parties at the time of contract formation.” *Myers v. Kayhoe*, 391 Md. 188, 198 (2006). *Accord Impac Mortg. Holdings, Inc. v. Timm*, 474 Md. 495, 507

(2021). Under this theory, when the language used in a contract is clear and unambiguous, “a court shall give effect to its plain meaning.” *Precision Small Engines, Inc. v. City of College Park*, 457 Md. 573, 585 (2018) (citing *Walker v. Dep’t of Hum. Res.*, 379 Md. 407, 421 (2004)). “The test is what meaning a reasonably prudent layperson would attach to the term.” *Tapestry, Inc. v. Factory Mut. Ins.*, 482 Md. 223, 239 (2022) (quoting *Bailer v. Erie Ins. Exch.*, 344 Md. 515, 521-22 (1997)).

Moreover, as the Supreme Court has explained,

In interpreting the plain language of a contract in context, we attempt to construe the contract as a whole, interpreting “separate provisions harmoniously, so that, if possible, all of them may be given effect.” *Id.* at 396, 220 A.3d 303 (quoting *Walker v. Dep’t of Human Res.*, 379 Md. 407, 421, 842 A.2d 53 (2004)). Construing the contract as a whole requires that effect “‘be given to each clause’ to avoid ‘an interpretation which casts out or disregards a meaningful part of the language of the writing unless no other course can be sensibly and reasonably followed.’” *Id.* at 397, 220 A.3d 303 (quoting *Clancy v. King*, 405 Md. 541, 557, 954 A.2d 1092 (2008)). We conduct our inquiry always in adherence to the “bedrock principle of contract interpretation” in Maryland that our courts “consistently ‘strive to interpret contracts in accordance with common sense.’” *Id.* (quoting *Brethren Mut. Ins. Co. v. Buckley*, 437 Md. 332, 348, 86 A.3d 665 (2014)).

Lithko, 487 Md. at 403.

Here, the circuit court implicitly found that the contract was unambiguous. It dismissed the breach of contract claim as a matter of law after finding that the Standards Policy, which requires Member notification and related procedures “[o]nce a standards concern ‘surfaced,’” was “not triggered” by the investigation because there was not a concern that had to be addressed.

The parties focus on the meaning of the term “surfaced.” The term is not defined in the Standards Policy, and the parties differ in their interpretation of the term. Goodwill contends that the term surfaced, in context, is ambiguous, or if not, it means that a concern relating to a Member standard has come to Goodwill International’s attention. Goodwill International contends that the circuit court correctly found that it meant a concern that had to be addressed, and it was permitted to investigate whether there was an identified problem to be solved before invoking the process.

Courts often look to dictionary definitions of terms to determine their ordinary and accepted meaning. *See Tapestry, Inc. v. Factory Mut. Ins.*, 482 Md. 223, 240 (2022). The existence of “several slightly different dictionary definitions of [a word] does not render that term ambiguous.” *Id.* at 241 (quoting *Rigby v. Allstate Indem.*, 225 Md. App. 98, 110 (2015)).

As the parties note, the term “surface” has been defined as to “come to people’s attention; become apparent,” *Surface*, *New Oxford American Dictionary*, 1749 (3d ed. 2010), or “to come into public view,” *Surface*, *Merriam-Webster’s Collegiate Dictionary* 1257 (11th ed. 2014). Goodwill argues that these dictionary definitions show that “a standards concern has surfaced,” “as soon as it learns of a concern involving membership standards,” not after an investigation determines that a “substantial concern exists.”¹⁰

¹⁰ The contract alleged that the investigation was conducted because there was a standards concern, and the parties below and on appeal proceeded as if that were the case.

If we were looking at the term “surfaced” in isolation, we might be inclined to agree with Goodwill. Our review of the Standards Policy as a whole, however, leads us to agree with the circuit court’s conclusion that the contract unambiguously provides that the standards concern review process is implicated only once it is determined that there is a concern that has to be addressed. *See Tapestry*, 482 Md. at 243-44 (looking to contract as a whole to interpret the phrase at issue).

Section IV. A., which addresses the purpose of the procedure, states that the review process is designed to “help a member Goodwill with an identified problem, to assist in solving the problem as expeditiously and confidentially as possible, before the matter is reported to the [Goodwill International] Board for action.” Section IV.B., the procedure section, provides that, “[o]nce a standards concern has surfaced” and the Member CEO is notified that a concern has been identified, the Member CEO and Goodwill International executive staff “will work to **resolve** the concern,” and “if a satisfactory **resolution** is reached,” a binding agreement will be signed. (Emphasis added). Additional language in the process section discusses assisting the Member to achieve compliance. IV.B.4.b. The language of the Standard Policy Review Process as a whole indicates that the review process is triggered when there is an identified problem that needs to be resolved.

Here, the allegations were that Goodwill International investigated an issue, but it concluded the investigation without taking action against Goodwill. Under these alleged facts, the circuit court did not err in determining that the review process was not triggered.

Accordingly, it properly found no breach of contract and dismissed Count Two of the complaint.¹¹

Goodwill next contends that the court erred in dismissing Goodwill’s claims for breach of contract with prejudice, asserting that the court should have granted it leave to amend. Goodwill International contends that the circuit court properly exercised its discretion in dismissing the breach of contract claim with prejudice. It asserts that Goodwill failed to identify a specific provision of the Member Agreement that was breached, and further amendment would have been futile and resulted in undue delay.

As the Supreme Court of Maryland has explained, to “ensure[] that cases succeed or fail on their merits, not on the niceties of pleading[,]” dismissal with prejudice is appropriate only where amendment of a pleading “would result in prejudice to the other party, undue delay, or where amendment would be futile because the claim is irreparably flawed.” *Eastland Food Corp. v. Mekhaya*, 486 Md. 1, 20 (2023). “A trial court has

¹¹ Goodwill also argues that the court erred by ignoring its separate claim for breach of the implied duty of good faith and fair dealing. Goodwill International contends that this claim was rendered moot by the court’s dismissal of the breach of contract count. We agree. The implied covenant of good faith and fair dealing does not impose new or additional obligations outside the requirements of the contract; rather, it “prohibits one party to a contract from acting in such a manner as to prevent the other party from performing his obligations under the contract.” *See Blondell v. Littlepage*, 413 Md. 96, 113 (2020). *Accord Polek v. J.P. Morgan Chase Bank, N.A.*, 424 Md. 333, 365 (2012) (implied duty of good faith and fair dealing “may not be stretched to embrace a new [contractual] obligation”). Because the court correctly found that the standards concern review process did not apply here, Goodwill’s claim for breach of the implied duty of good faith and fair dealing based on the alleged interference with “rights” and “reasonable expectations” under the Standards Policy necessarily fails.

discretion to dismiss a claim with prejudice if it fails to state a claim that could afford relief.” *Pulte Home Corp. v. Parex, Inc.*, 174 Md. App. 681, 727 (2007), *aff’d on other grounds*, 403 Md. 367 (2008). We review a court’s decision to dismiss a claim with prejudice for abuse of discretion. *Id.*

Here, the court dismissed the count for breach of contract with prejudice after holding that “the investigation did not trigger th[e] [standards concerns review] procedure.” Given this finding, any amendment to Goodwill’s complaint for breach of contract would be futile because Goodwill could not show that Goodwill International breached the contract when the standards concerns review process was not implicated. The court properly exercised its discretion in dismissing the breach of contract claim with prejudice.

II.

Breach of Fiduciary Duty

Goodwill next contends that the court erred in dismissing its breach of fiduciary duty claim with prejudice. It argues that, under Massachusetts law, “a specific fiduciary duty of fair dealing applies in this member nonprofit context,” and officers and directors of a member nonprofit have a fiduciary duty of fair dealing with its members. It contends that appellees Preston and Helms breached their fiduciary duty to Goodwill when they violated applicable by-laws, “depriving Goodwill of the open process” that the Bylaws and Standards Policy guarantee.

Goodwill International contends that the court properly dismissed the breach of fiduciary duty claim with prejudice because it was legally insufficient. It argues that the

court’s dismissal of the claim with prejudice was proper because, even under Massachusetts law, Goodwill “failed to demonstrate a fiduciary duty, failed to identify a breach of that duty, and alleged no damages with a causal connection to the alleged breach.”

“On a claim for breach of fiduciary duty, which involves ‘a matter peculiar to the relationships among and between the corporation and directors,’ Maryland courts apply the law of the state of incorporation.” *De Simone v. VSL Pharms., Inc.*, 133 F.Supp. 3d 776, 794 (D. Md. 2015). *Accord Storetrax.com, Inc. v. Gurland*, 168 Md. App. 50, 80 (2006), *aff’d*, 397 Md. 37 (2007). In *Storetrax.com*, this Court held that Delaware law applied to a claim for breach of fiduciary duty, even though the defendant’s principal place of business, the alleged breaches of contract and fiduciary duty, and the filing jurisdiction were all in Maryland, and the contract at issue provided that it was to be construed in accordance with Maryland law. 168 Md. App. at 79. Pursuant to the internal affairs doctrine, we concluded that the law of defendant’s state of incorporation, “more appropriately applied” to the claims for breach of fiduciary duty. *Id.* at 80.¹² Accordingly, Massachusetts law applies here.

¹² “The internal affairs doctrine is a conflict of laws principle which recognizes that only one State should have the authority to regulate a corporation’s internal affairs-matters peculiar to the relationships among or between the corporation and its current officers, directors, and shareholders-because otherwise a corporation could be faced with conflicting demands.” *Storetrax.com, Inc. v. Gurland*, 168 Md. App. 50, 80 (2006) (quoting *NAACP v. Golding*, 342 Md. 663, 673 (1996)), *aff’d*, 397 Md. 37 (2007).

To state a claim for breach of fiduciary duty under Massachusetts law, Goodwill must show: “(1) the existence of a fiduciary duty; (2) breach of that duty; (3) damages; and (4) a causal connection between breach of the duty and the damages.” *Baker v. Wilmer Cutler Pickering Hale and Door LLP*, 81 N.E.3d 782, 789 (Mass. App. Ct. 2017). *Accord UBS Fin. Servs., Inc. v. Aliberti*, 133 N.E.3d 277, 288 (Mass. 2019) (quoting *Estate of Moulton v. Puopolo*, 5 N.E.3d 908 (2014)). Goodwill’s claim for breach of fiduciary duty is based on (1) the involvement of appellees Preston and Helms in the investigation of Goodwill and (2) the alleged deprivation of its “due process rights” and “rights as an autonomous entity” provided by the Standards Policy and Bylaws. Both of these claims are premised on the alleged breach of the standards concern review process in the Standards Policy. Because the court properly found that the review process was not triggered by Goodwill International’s investigation, however, Goodwill did not state a claim that appellees Helms or Preston breached the Standards Policy in violation of any fiduciary duty. Accordingly, the court did not err in finding there was no breach of fiduciary duty and in dismissing Count One of the complaint with prejudice.

III.

Declaratory Judgment

Goodwill contends that the circuit court erred in dismissing its declaratory judgment claim. It asserts that the court ignored the applicable legal standard and incorrectly ruled on the merits of its claim by erroneously interpreting the term “surfaced.” It further asserts that the court improperly limited the scope of Goodwill’s leave to amend its declaratory

judgment claim and then erred in finding there was no justiciable controversy in its second amended complaint. Goodwill asserts that, at the very least, because the court found that Paragraph 100 stated a “viable allegation supporting the request for declaratory judgment,” dismissal was improper.

Goodwill International contends that the court properly dismissed Goodwill’s declaratory judgment claims. It argues that the court properly dismissed the original declaratory judgment complaint because, once the court dismissed the breach of contract and fiduciary duty claims with prejudice, it terminated any controversy underlying Goodwill’s sought-after declarations. It argues that the court correctly found that the only declaration that survived Goodwill International’s first motion to dismiss was Paragraph 100 of Goodwill’s complaint, which requested a declaration that Goodwill International was “obligated to adhere to the Standards Policy when it identifies Member CEO conduct as a concern.” Goodwill International asserts that the court properly “dismissed Count III without prejudice to allow Lane County to allege further facts supporting this declaration.”

With respect to the second amended complaint, Goodwill International argues that the court properly dismissed it “for lack of a justiciable controversy.” With respect to Declarations D, E, G and H, they restated dismissed claims, and Declarations A, B, C, and F “were based on hypothetical factual scenarios and not a justiciable controversy.”

The Maryland Uniform Declaratory Judgment Act (“the Act”), Md. Code Ann., Cts. and Jud. Proc. (“CJ”) § 3-409(a) (2020 Repl. Vol.), provides that, with exceptions not relevant here,

a court may grant a declaratory judgment or decree in a civil case, if it will serve to terminate the uncertainty or controversy giving rise to the proceeding, and if:

- (1) An actual controversy exists between contending parties;
- (2) Antagonistic claims are present between the parties involved which indicate imminent and inevitable litigation; or
- (3) A party asserts a legal relation, status, right, or privilege and this is challenged or denied by an adversary party who also has or asserts a concrete interest in it.

CJ § 3-409(a). The Act is liberally construed to permit a person to obtain a judicial declaration to “afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations.” CJ § 3-402.

“The existence of a justiciable controversy is an absolute prerequisite to the maintenance of a declaratory judgment action.” *Boyd's Civic Ass'n v. Montgomery Cnty. Council*, 309 Md. 683, 689 (1987) (quoting *Hatt v. Anderson*, 297 Md. 42, 45 (1983)). A justiciable controversy exists “when interested parties advance adverse claims upon a state of facts that has accrued.” *N. Assur. Co. of Amer. V. EDP Floors, Inc.*, 311 Md. 217, 223 (1987).

EDP Floors, 311 Md. at 223, provides an example of a justiciable controversy. In that case, the Court held that an insurer's declaratory judgment action regarding the interpretation of coverage obligations in an insurance contract presented a justiciable controversy where the insured had notified EDP of a lawsuit filed and requested that EDP provide a defense under the contract. *Id.* Because there was a current disagreement over the policy interpretation and a lawsuit was pending, the court held the requirements for a justiciable controversy were satisfied. *Id.*

When a claim sets forth a justiciable controversy, the Supreme Court of Maryland has “admonished trial courts that . . . [they] must enter a declaratory judgment.” *Converge Servs. Grp.*, 383 Md. at 477. *Accord Phillips v. Allstate Indemn. Co.*, 156 Md. App. 729, 739 (2004) (“This Court has reiterated time after time that, when a declaratory judgment action is brought and the controversy is appropriate for resolution by declaratory judgment, ‘the trial court must render a declaratory judgment.’”). Accordingly, “a motion to dismiss ‘is rarely appropriate in a declaratory judgment action.’” *120 W. Fayette St., LLLP v. Mayor & City Council of Balt. City*, 413 Md. 309, 355 (2010).

Here, in dismissing the claim for declaratory judgment in the initial complaint, the circuit court rejected the request because it had ruled against Goodwill’s contention that there had been a breach. It made an exception for the request for a declaration that Goodwill International was obligated to adhere to the standards policy, and it dismissed this claim without prejudice to amend and provide facts. The court erred in this regard.

As the Supreme Court of Maryland has explained, where a justiciable controversy is presented, the court must render a declaratory judgment, even if the court rejects the plaintiff’s position on the merits. *Christ v. Md. Dept. of Nat. Res.*, 335 Md. 427, 435-36 (1994). *Accord Post v. Bregman*, 349 Md. 142, 159 (1998) (“[W]hen an action for declaratory judgment does clearly lie . . . it is ordinarily not permissible for a court to avoid declaring the rights of the parties by entering judgment on another pending count.”).

In *Post*, the Court held that the circuit court erred in dismissing a declaratory judgment action “when in [the circuit court’s] view, the entry of judgment on the breach of contract action essentially decide[d] the issue.” *Id.* The Court explained:

[W]e have historically enforced the provisions of the Declaratory Judgment Act and insisted that courts declare the rights of the parties when presented with an action properly susceptible to a declaratory judgment. Rarely, we have held, is it permissible to dismiss an action for declaratory judgment in lieu of declaring the rights of the party seeking the judgment.

Id. at 159-60. The Court held that the parties “were entitled to a specific written declaration, not just oral rulings or implicit determinations, on those matters,” and it remanded the case for the court to “correct this deficiency and declare the rights of the parties.” *Id.* at 160-61. *Accord Lovell Land, Inc. v. State Highway Admin.*, 408 Md. 242, 256 (2009) (court must still enter declaratory judgment even though it granted summary judgment in favor of defendant); *GPL Enter., LLC v. Certain Underwriters at Lloyd’s*, 254 Md. App. 638, 663-64 (2022) (court erred in dismissing complaint without “embod[ying] its resolution of the merits in a written declaration”), *cert. denied*, 482 Md. 538 (2023).

We agree with Goodwill that the court erred in dismissing its initial claims for declaratory judgment. “Where a circuit court erroneously dismissed a declaratory judgment action, the dismissal must be vacated, and an appropriate declaratory judgment must be entered.” *Christ*, 335 Md. at 436-37.

We also conclude that the court erred in dismissing Goodwill’s declaratory judgement claim after expressly finding that Paragraph 100 (Declaration E.), in which Goodwill requested a declaratory judgment “declaring that GII remains obligated to adhere

to the standards policy when it identifies a member CEO’s conduct as a concern,” satisfied the criteria under CJ § 3-409(a). The court stated that Goodwill “could have that. That is about the only thing . . . [it] would be entitled to declaratory judgment on.” Because the court made a finding that that claim was sufficiently pleaded, dismissal was improper. *120 W. Fayette St., LLP*, 413 Md. at 355.¹³

Because we have concluded that the court erred in granting Goodwill International’s motion to dismiss the declaratory judgment claims in Goodwill’s initial complaint, the claims in the second amended complaint are moot and do not raise a justiciable controversy.

“[T]he declaratory judgment process is not available to decide purely theoretical questions . . . questions which have become moot, . . . or merely abstract questions.” *Hickory Point P’ship v. Anne Arundel Cnty.*, 316 Md. 118, 129-30 (1989) (quoting *Hamilton v. McAuliffe*, 277 Md. 336, 340 (1976)). “Jurisdiction over a declaratory judgment action must be present ‘at all stages of review, not merely at the time the complaint is filed.’” *Janssen Pharmaceutica, N.V. v. Apotex, Inc.*, 540 F.3d 1353, 1360 (Fed. Cir. 2008)(quoting *Steffel v. Thompson*, 415 U.S. 452, n.10 (1974)).

Here, because we have found that the circuit court correctly dismissed Goodwill’s claims for breach of contract and fiduciary duty, there is no longer an actual controversy relating to Goodwill’s alleged violations of the Standards Policy. The circuit court’s

¹³ On remand, the court should issue a declaratory judgment addressing requests A, B, C, and E in Count Three of the initial complaint.

decision on the first two counts of the complaint has rendered moot subsequent claims relating to the alleged violation of the Standards Review Policy. Under these circumstances, Goodwill’s claims are now based on a theoretical breach and abstract scenario, and any opinion rendered would be advisory, “a long forbidden practice in this State.” *Hickory Point*, 316 Md. at 130-31.¹⁴

**JUDGMENT OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY ON
COUNT III OF THE INITIAL
COMPLAINT REVERSED AND
REMANDED FOR THE CIRCUIT COURT
TO ISSUE A DECLARATORY JUDGMENT
CONSISTENT WITH THIS OPINION.
JUDGMENTS OTHERWISE AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**

¹⁴ We also note that declarations A-C in the Second Amended Complaint are overly broad and too general for relief here. Disagreements “over which declaratory relief is sought ‘must not be nebulous or contingent but must have taken on fixed and final shape.’” *Hickory Point P’ship v. Anne Arundel Cnty.*, 316 Md. 118, 131 (1989) (quoting *Public Serv. Comm’n v. Wycoff Co.*, 344 U.S. 237, 244 (1952)). Judgments in a declaratory judgment action should be limited to the facts at hand to avoid uncertainty relating to the effect of its decision. *Id.* Overly broad declarations pertaining to the meaning of a provision as it relates to an undefined group is “an improper and impermissible use of the declaratory judgment process.” *Polakoff*, 148 Md. App at 39. *Accord YCF Trading*, 781 F.Supp.3d at 96 (limiting declaratory judgment to specific trademark at issue and declining broad, “ill-defined” declaration regarding undefined “other rights”).