

Circuit Court for Montgomery County
Case No. 470819-V

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 780

September Term, 2020

MICHAEL HADDAD

v.

FCA US, LLC, et al.

Kehoe,
Arthur,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: October 25, 2021

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

In this appeal from a civil action in the Circuit Court for Montgomery County, Michael Haddad, appellant, challenges the court’s granting of a motion for judgment in favor of appellee FCA US, LLC (“FCA”). FCA moves to dismiss the appeal. For the reasons that follow, we shall deny FCA’s motion, but affirm the judgment of the circuit court.

On July 22, 2019, Mr. Haddad filed a complaint in which he contended that “[i]n 2008, [he] bought a new Chrysler and . . . lifetime extended warranty.” Mr. Haddad further contended that “[i]n June 2019, the vehicle transmission failed and Chrysler refused to provide the warranty service as per the contract.” Mr. Haddad alleged commercial fraud and breach of contract, and requested a judgment of \$17,000.

Trial commenced on September 16, 2020. During the court’s direct examination of Mr. Haddad, the parties jointly offered into evidence a copy of the service contract issued to Mr. Haddad. The contract stated, in pertinent part:

Your responsibility is to properly operate, care for and maintain the vehicle as prescribed in the owner’s manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the vehicle as prescribed in the owner’s manual supplied by the manufacturer, we may deny your claim for service. You should retain all maintenance receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

During cross-examination, FCA offered into evidence a copy of the purchase order for the vehicle. Following the close of Mr. Haddad’s case, FCA moved for judgment. The court granted the motion on the grounds that Mr. Haddad failed to show that he had “performed routine maintenance,” and failed to “prove[] any damages,” specifically “the cost of repair.”

Mr. Haddad now contends that the court erred in granting the motion for judgment for the following reasons:

- Mr. Haddad was “not really allow[ed] plenty of time to properly present [his] case.”
- Mr. Haddad “did not have the opportunity to cross-examine [a]ppellee.”
- “[D]ocuments were presented to the court proving that the transmission was replaced and was defective.”
- “[T]he pandemic situation did not allow [Mr. Haddad] to gather additional documents.”
- After trial, Mr. Haddad “was . . . able to return to [the] dealer,” which “provided a document” containing “an estimate for replacing the defective transmission.”
- “[T]he court had plenty of documents proving the damages.”

FCA moves to dismiss on the grounds that Mr. Haddad’s brief is untimely, the brief “introduc[es] new evidence and arguments,” and Mr. Haddad “improperly attached [to the brief] non-record materials . . . that were not entered into evidence or even marked for identification at trial.” Alternatively, FCA contends that Mr. Haddad “received a full and fair opportunity to present his case-in-chief,” and “judgment was properly entered in favor of FCA.”

We decline to dismiss the appeal. Mr. Haddad is self-represented, and “[g]enerally, this Court liberally construes pleadings filed by self-represented litigants.” *Huertas v. Ward*, 248 Md. App. 187, 207 (2020) (citation omitted). Also, Mr. Haddad filed his brief only two days after the expiration of the time for filing, and we do not observe any prejudice to FCA as a result of the delay. Hence, we deny FCA’s motion to dismiss.

Nevertheless, we agree with FCA that Mr. Haddad “received a full and fair opportunity to present his case-in-chief,” and that “judgment was properly entered in favor of FCA.” At the close of Mr. Haddad’s case, the court repeatedly gave him opportunities

to submit additional testimony and documents into evidence. Mr. Haddad did not ask the court for additional time to present such evidence, and because the court granted FCA’s motion for judgment, Mr. Haddad was not entitled to cross-examine any witnesses that FCA may have called had its motion been denied. Also, the two documents entered into evidence at the hearing showed that Mr. Haddad purchased the Chrysler and was issued the service contract, but do not “prov[e] that the transmission . . . was defective” or show the cost of any repair to the transmission. Finally, Mr. Haddad had over a year before trial “to gather additional documents,” and because a record extract must contain only “papers filed in the action in the lower court,” Rule 8-413(a), we shall not consider any materials attached to Mr. Haddad’s brief that were not entered into evidence at trial. Hence, the court did not err in granting FCA’s motion for judgment.

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