

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Theodore Diggs v. Fort Lincoln Cemetary, LLC

Diggs · No. 8:25-cv-02202-AAQ · Decided February 23, 2026

SUMMARY

The United States District Court for the District of Maryland considers claims arising from the cremation of the plaintiff’s mother without an alleged viewing or notice to the plaintiff. The court denies the defendant’s motion for judgment on the pleadings, holding that the negligence claim is sufficiently pleaded and is not barred by the economic loss doctrine. The court also denies the plaintiff’s motion for summary judgment and grants in part the defendant’s motion for summary judgment, limiting contract damages to \$2,929.95.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Ajmel A. Qureshi
JURISDICTION	United States District Court for the District of Maryland
DECIDED	February 23, 2026
DOCKET	8:25-cv-02202-AAQ
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought breach-of-contract and negligence claims arising from the cremation of his mother's remains without an alleged viewing or notice. Defendant moved for judgment on the pleadings as to negligence and for partial summary judgment limiting damages. Plaintiff moved for summary judgment.
STANDARD OF REVIEW	A Rule 12(c) motion is reviewed under the same standard as a Rule 12(b)(6) motion, accepting well-pleaded factual allegations as true and determining whether they state a facially plausible claim. Summary judgment is appropriate only when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. Under Rule 56(d), summary judgment may be denied or deferred when the nonmovant has not had an opportunity to obtain essential discovery.
PRECEDENTIAL VALUE	Unpublished federal district court memorandum opinion; persuasive but not precedential in the Fourth Circuit.

PARTIES

Theodore Diggs v. Fort Lincoln Cemetary, LLC

TOPICS

negligence

breach of contract

motion for judgment on the pleadings

summary judgment

damages

PRACTICE AREAS

civil procedure

negligence

contracts

damages

remedies

QUESTIONS PRESENTED

1. Whether the amended complaint sufficiently pleaded a negligence claim under Maryland law.
2. Whether the economic loss doctrine barred Plaintiff's negligence claim because the alleged duties arose in a contractual setting.
3. Whether Plaintiff was entitled to summary judgment when he failed to identify the claims or defenses at issue, material facts remained disputed, and discovery had not occurred.
4. Whether the contractual limitation-of-liability clause limited Plaintiff's breach-of-contract damages to the \$2,929.95 contract price.
5. Whether the limitation-of-liability clause also limited damages for Defendant's alleged negligence.
6. Whether Plaintiff presented sufficient evidence to establish that the contract or its limitation clause was unconscionable.

HOLDINGS

1. The amended complaint sufficiently pleaded negligence by alleging that Defendant owed Plaintiff a duty of care concerning the handling and disposition of his mother's remains, breached that duty by cremating the remains without the alleged viewing and notification, and caused Plaintiff compensable distress.
2. The economic loss doctrine did not bar Plaintiff's negligence claim.
3. Plaintiff was not entitled to summary judgment.
4. The limitation-of-liability clause validly limited Plaintiff's breach-of-contract damages to the amount paid under the agreement, \$2,929.95.
5. The limitation-of-liability clause did not limit Plaintiff's damages for negligence.
6. Plaintiff did not establish procedural unconscionability, and therefore did not establish that the contract or limitation clause was unenforceable on unconscionability grounds at this stage.

KEY QUOTATIONS

"In no event will we be liable to you for any indirect, incidental, special or consequential damages of any nature, even if one of our representatives has been advised of the possibility of such damages. In no event shall the aggregate damages against us or our liability exceed the charges paid by you under this agreement."
(22)

“Plaintiff’s damages for breach of contract are limited to \$2,929.95, but the limitation on liability clause does not limit Plaintiff’s damages for negligence.” (26)

FACTUAL BACKGROUND

Theodore Diggs contracted with Fort Lincoln Cemetary, LLC, to provide funeral services and cremation for his mother, Vera L. Poland, who died on May 14, 2025. Diggs alleged that the agreement included a viewing before cremation and that Defendant's employee promised to notify him when the cremation was scheduled, but Defendant cremated the remains on or about June 11, 2025, without a viewing or prior notice. Defendant relied on signed documents listing direct cremation but not a viewing, and asserted that Diggs selected an unwitnessed cremation after providing a photograph for identification. The parties disputed the scope of the contract, the alleged admission by Defendant's general manager, and the circumstances surrounding the cremation.

PROCEDURAL HISTORY

Plaintiff filed the original complaint on July 9, 2025, and an amended complaint on August 11, 2025, asserting breach of contract and negligence. Defendant answered and moved to dismiss the negligence count; because the motion was filed simultaneously with the answer, the court treated it as a motion for judgment on the pleadings under Rule 12(c). Plaintiff moved for summary judgment, and Defendant moved for partial summary judgment concerning the contractual damages limitation. The court denied Defendant's judgment-on-the-pleadings motion, denied Plaintiff's summary-judgment motion, and granted Defendant's damages motion in part.

DISPOSITION

other

CASES CITED

- Walker v. Kelly, 589 F.3d 127, 139 (4th Cir. 2009)
- Burbach Broad. Co. of Del. v. Elkins Radio Corp., 278 F.3d 401, 405-06 (4th Cir. 2002)
- National Cas. Co. v. Lockheed Martin Corp., 415 F. Supp. 2d 596, 600 (D. Md. 2006)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- King v. Rubenstein, 825 F.3d 206, 214 (4th Cir. 2016)
- Street v. Wylie Funeral Home, P.A., 2022 WL 2315745, at *3-*5 (D. Md. June 28, 2022)
- Lloyd v. Gen. Motors Corp., 916 A.2d 257, 270-71 (Md. 2007)
- Heckman v. Ryder Truck Rental, Inc., 962 F. Supp. 2d 792, 800 (D. Md. 2013)
- Grimes v. Kennedy Krieger Inst., Inc., 782 A.2d 807, 842 (Md. 2001)
- Valentine v. On Target, Inc., 727 A.2d 947, 949 (Md. 1999)
- Snyder v. Holy Cross Hosp., 352 A.2d 334, 341 (Md. Ct. Spec. App. 1976)
- Painter v. U.S. Fid. & Guar. Co., 91 A. 158, 160 (Md. 1914)
- Walser v. Resthaven Mem'l Gardens, Inc., 633 A.2d 466, 471-72 (Md. Ct. Spec. App. 1993)

- Spiegel v. Evergreen Cemetery Co., 186 A. 585, 586-87 (N.J. 1936)
- Golston v. Lincoln Cemetery, Inc., 573 S.W.2d 700, 704 (Mo. Ct. App. 1978)
- Hoffman v. Stamper, 867 A.2d 276, 296 (Md. 2005)
- Vance v. Vance, 408 A.2d 728, 733-34 (Md. 1979)
- Sager v. Hous. Comm'n of Anne Arundel Cnty., 855 F. Supp. 2d 524, 549 (D. Md. 2012)
- Cash & Carry Am., Inc. v. Roof Sols., Inc., 117 A.3d 52, 60 (Md. Ct. Spec. App. 2015)
- Mesmer v. Md. Auto. Ins. Fund, 725 A.2d 1053, 1058-60 (Md. 1999)
- Jacques v. First Nat'l Bank of Md., 515 A.2d 756, 759, 763 (Md. 1986)
- Slacum v. E. Shore Tr. Co., 163 A. 119, 120 (Md. 1932)
- Nat. Prod. Sols., LLC v. Vitaquest Int'l, LLC, 2014 WL 6383482, at *9 (D. Md. Nov. 13, 2014)
- Matyas v. Suburban Tr. Co., 263 A.2d 16, 18 (Md. 1970)
- Hall v. Heather Hill Prop. Co., 2026 WL 279112, at *11 (D. Md. Feb. 3, 2026)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322, 324 (1986)
- Morrison v. Nissan Motor Co., Ltd., 601 F.2d 139, 141 (4th Cir. 1979)
- Stevens v. Howard D. Johnson Co., 181 F.2d 390, 394 (4th Cir. 1950)
- Pulliam Inv. Co. v. Cameo Props., 810 F.2d 1282, 1286 (4th Cir. 1987)
- Charbonnages de France v. Smith, 597 F.2d 406, 414 (4th Cir. 1979)
- Wash. Metro. Area Transit Auth. v. Potomac Inv. Props., Inc., 476 F.3d 231, 235 (4th Cir. 2007)
- Nieves v. Prack, 172 F. Supp. 3d 647, 651 (W.D.N.Y. 2016)
- Houston v. Sheahan, 2016 WL 554849, at *1 (W.D.N.Y. Feb. 10, 2016)
- Nguyen v. CNA Corp., 44 F.3d 234, 242 (4th Cir. 1995)
- Day & Zimmermann, Inc. v. Challoner, 423 U.S. 3, 4 (1975) (per curiam)
- State Auto. Mut. Ins. Co. v. Lennox, 422 F. Supp. 3d 948, 961 (D. Md. 2016)
- Wolf v. Ford, 644 A.2d 522, 525 (Md. 1994)
- Adloo v. H.T. Brown Real Estate, Inc., 686 A.2d 298, 301, 303-05 (Md. 1996)
- Seigneur v. Nat'l Fitness Inst., Inc., 752 A.2d 631, 636-37 (Md. 2000)
- Okorie v. Resident Research, LLC, 617 F. Supp. 3d 320, 323-25 (D. Md. 2022)
- Gen. Motors Acceptance Corp. v. Daniels, 492 A.2d 1306, 1310 (Md. 1985)
- Baker v. Roy H. Haas Assocs., Inc., 629 A.2d 1317, 1318-20 (Md. Ct. Spec. App. 1993)
- Audley v. Melton, 640 A.2d 777, 779 (N.H. 1994)
- Potomac Constructors, LLC v. EFCO Corp., 530 F. Supp. 2d 731, 735, 737 (D. Md. 2008)
- Schrier v. Beltway Alarm Co., 533 A.2d 1316, 1317-19, 1321-24 (Md. Ct. Spec. App. 1987)
- Meyer v. State Farm Fire & Cas. Co., 582 A.2d 275, 278 (Md. Ct. Spec. App. 1990)
- Barrie School v. Patch, 933 A.2d 382, 394 (Md. 2007)
- Doyle v. Fin. Am., LLC, 918 A.2d 1266, 1274 (Md. Ct. Spec. App. 2007)
- Newell v. SCI Ala. Funeral Servs., LLC, 233 So. 3d 326, 334 (Ala. 2017)

- Wofford v. M.J. Edwards & Sons Funeral Home Inc., 490 S.W.3d 800, 816-18, 822-24 (Tenn. Ct. App. 2015)

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