UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 2464

September Term, 2014

MULUGETA MARCUS

v.

RYLATT CHUBB

Wright,
Kehoe,
Kenney, James A., III
(Retired, Specially Assigned),

JJ.

Opinion by Wright, J.

Filed: December 3, 2015

On July 16, 2014, appellee, Rylatt Chubb,[1] filed a complaint ("Complaint") in the Circuit Court for Montgomery County seeking the recognition and enforcement of two foreign money judgments pursuant to the Maryland Uniform Money-Judgments Recognition Act (the "Act"), codified at Md. Code (1973, 2013 Repl. Vol.), § 10-701 *et seq*. of the Courts & Judicial Proceedings Article ("CJP"). The judgments had been issued by the High Court of Justice Senior Courts Costs Office in England ("SCCO") on May 22, 2014, in favor of appellee and against appellant, Mulugeta Marcus. On August 13, 2014, Marcus filed a counterclaim along with his answer. On September 29, 2014, appellee filed a motion for summary judgment, which Marcus opposed.

Following a hearing on December 17, 2014, the circuit court dismissed Marcus's counterclaim. Soon thereafter, on December 22, 2014, the court granted appellee's motion for summary judgment, finding that "the two foreign judgments that were entered by a court in England [] are final, conclusive and enforceable where rendered." As such, the circuit court awarded appellee damages in the principal amount of $220,949.69, along with interest and other costs totaling $33,918.67. On January 14, 2015, Marcus timely noted this appeal.

Questions Presented

Marcus asks the following:

1. Did the trial court err in granting summary judgment to [appellee] without the opportunity to conduct discovery where there were multiple triable issues of material fact raised by Marcus in opposing the motion?

[1] Rylatt Chubb is a law office located in London, England.

2. Did the trial court err in dismissing Marcus's counterclaim without any discussion or opportunity for argument at all?

3. Did the trial court err in using an excessive conversion rate from British Pounds Sterling to U.S. Dollars when the rate published at the time by the Federal Reserve would have yielded an amount of the judgment that was more than $20,000.00 less than the amount awarded?

We answer all three questions in the negative and affirm the circuit court's judgment.

Facts

When appellee filed its Complaint on July 16, 2014, it alleged that Marcus had entered a contract with appellee "for professional legal services to represent him" before the High Court of Justice of England & Wales ("High Court"). According to appellee, after it completed the legal representation, Marcus "failed to pay and breached the contract." Thus, appellee brought a lawsuit against Marcus, seeking "an award of monetary damages, costs and interest." Marcus brought a counterclaim, but on May 22, 2014, the SCCO entered judgment in favor of appellee on its claim, stating in pertinent part:

> [I]t is ordered that [Marcus] pay [appellee] the sum of £129,132.28 together with interest from 2 October 2013 being the date on which the Court ordered the detailed assessment to be made at the rate of 8% per annum . . . , such interest up to 22 May 2014 amounting to £6,594.60 and accruing thereafter at a daily rate of £28.30.
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> [] And [Marcus] pay to [appellee] the costs of the hearing on 2 April 2014 summarily assessed in the sum of £900.00 together with interest at the rate of 8% from 2 April 2014 until 22 May 2014 amounting to £9.86 and accruing thereafter at the daily rate of £0.20.
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> [] And [Marcus] do pay to [appellee] the costs of these proceedings summarily assessed in the sum of £9,750.00.

As exhibits to the Complaint, appellee attached "conversion calculations from British Pound Sterling to U.S. Dollars as of July 10, 2014." Using www.ConvertMyMoney.com, an "online currency converter," [2] appellee alleged that £129,132.28 converted to $220,949.69; £6,594.60 converted to $11,283.58; £900.00 converted to $1,539.93; £0.20 converted to $0.34; and £9,750.00 converted to $16,682.58.

With regard to Marcus's counterclaim, the SCCO entered judgment in favor of appellee, stating:

> It is ordered that [Marcus] do pay the [appellee's] costs assessed in the sum of £2,500 together with interest from 2 April 2014 at the rate of 8% per annum . . . amounting to £27.40 and accruing thereafter at the daily rate of £0.55.

As exhibits, appellee again attached "conversion calculations from British Pound Sterling to U.S. Dollars as of July 10, 2014" using www.ConvertMyMoney.com. According to appellee, £2,500 converted to $4,277.58, and £0.55 converted to $0.94.

Asserting that both of the SCCO's judgments were "foreign judgments" under the Act, and that both were "not subject to any pending appeal before the High Court," appellee asked the circuit court to enter an order of recognition and enforcement awarding damages in the principal amount of $220,949.69, pre-judgment interest amounting to $11,283.58, costs of the hearing in the amount of $1,529.93 with interest, costs of the proceedings summarily assessed in the sum of $16,682.58, costs of the

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[2] Towards the bottom of the conversion screen printouts, it stated that "Convert My Money is a simple money converter that allows you to quickly check the latest money exchange rates . . . . Convert My Money is becoming a popular and proven choice when converting foreign currencies."

counterclaim hearing in the amount of $4,277.58 with interest, post judgment interest at the legal rate of interest in Maryland, and costs of the circuit court proceeding.

On August 13, 2014, Marcus filed his answer, alleging that contrary to appellee's assertion, appellee "did not complete the representation of [Marcus]" and "did in fact withdraw from the matter in which it was engaged to represent [Marcus]." Moreover, Marcus alleged that appellee did not "bring a law suit [sic]" against him in High Court, but instead "sought the assessment of its invoices," which "was not the equivalent of 'bringing a lawsuit' and did not provide the same due process procedural rights." Marcus also stated that he did not bring a counterclaim before the High Court, "but a mere request for an assessment" as to one of the invoices. Therefore, according to Marcus, the SCCO's orders were not "judgments" but "non-final" orders that resulted from the "assessment" of one of the invoices. Relatedly, Marcus contended that they did not qualify as foreign judgments under the Act.

Along with his answer, Marcus filed a counterclaim, wherein he stated:

> 1. [Marcus] engaged [appellee] for the preparation and submission of his case seeking relief against certain parties in the High Court [].
>
> 2. Pursuant to the terms of engagement and applicable professional standards, [appellee] had an obligation to provide diligent and competent representation to [Marcus].
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> 3. As a result of the negligence and breach of duty of [appellee], by [appellee's] failure to provide an expert report in accordance with the requirements of the Court, this resulted in both an assessment of costs against [Marcus] and evidentiary deficiencies in presentation of [Marcus's] case.
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> [4]. [Appellee] failed to properly prepare the expert witness, and failed to advise [Marcus] and disclose to [Marcus] that the expert report was not

> compliant with CPR [Civil Procedure Rule] 35 of the Courts of England and Wales, which failure proximately caused the expert's testimony to be rejected, and possibly caused the loss of [Marcus's] lawsuit, or otherwise adversely affected the result of the lawsuit.
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> [5]. [Appellee] admitted before the Court of Appeals of England and Wales that it knew that the expert reports were not compliant with CPR 35 and that it knew that for some time.
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> [6]. The consequent of the breach of duty by [appellee] resulted in both the possible failure of [Marcus's] case and in the award of substantial adverse costs to [Marcus] . . . .

Based upon these allegations, Marcus sought $1,620,000.00 as reimbursement for the £942,000.00 that he was ordered to pay "in the action before the courts of England," $1,445,000.00 as reimbursement for the £850,000.00 that he "spent on the litigation that relied on the expert reports, which were found non compliant," and punitive damages. Marcus also asked for appellee's Complaint to be dismissed and for the circuit court to allow his counterclaim to proceed. Neither Marcus's answer nor his counterclaim, however, addressed or objected to the method of currency conversion used by appellee.

Thereafter, appellee moved for summary judgment. The circuit court heard the matter on December 17, 2014, at which time counsel for appellee argued that there were no material facts in dispute and that the judgments entered by the SCCO against Marcus were recognized by the Act. In making his argument, counsel for appellee referred to the affidavit of Gregory Trevorton-Jones of the Queen's Counsel,[3] who stated that "[b]oth

[3] "The award of the Queen's Counsel is for excellence in advocacy in the higher courts. It is made to advocates who have rights of audience in the higher courts of England and Wales and have demonstrated the competencies in the Competency Framework to a standard of excellence." http://www.qcappointments.org/ (last visited November 18, 2015).

orders . . . of 22 May, 2014, reflected judgments of the court and [Marcus's] assertion to the contrary is untenable and misconceived." Trevorton-Jones also stated that there was no failure of due process before the court in England, and Marcus did not seek an appeal against either order. In response, counsel for Marcus averred that there was a dispute in facts because "[t]here was no breach of contract claim that was ever brought against [] Marcus" and "no counterclaim." As such, he argued that "there was never a judgment entered," but instead only "assessments of costs." Lastly, counsel for Marcus contended that there was a denial of due process because Marcus "was debarred from participating in the later proceedings."

On rebuttal, counsel for appellee noted that Marcus was debarred, or "sanction[ed]," because he failed to pay sums of £25,000.00 and £65,000.00 that he had been ordered to pay:[4]

> Those both orders were to be paying [sic] those funds to Rylatt Chubb. In order for him to be able to continue to participate in the proceedings. He failed to do both. It wasn't discretionary on Mr. Marcus to decide which was he was going to go. It was an order of that court. The judge was well within his discretion to make that determination and as a consequence for his failure to pay those funds to Rylatt Chubb, he was not permitted to participate. It doesn't mean that the court didn't look at his points of dispute and make determinations on what was already submitted. He was given the process that he was due.

At the close of argument, the circuit court ruled, in pertinent part:

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[4] By letter dated March 11, 2014, Marcus informed the SCCO that he "sought to satisfy the order of the master to pay the claimants 25,000 Pounds by March 5, 2014 but [was] unable to do so" and as such, asked for postponement of the deadline. Marcus, therefore, acknowledged that he was liable to appellee for that amount.

[CJP §] 10-701 gives a definition of a foreign judgment. A foreign judgment means "any judgment of a foreign state granting or denying recovery of a sum of money." I clearly find that what [appellee] is asking the court to enforce is a foreign judgment. It doesn't have to be for a breach of contract. It doesn't have to be for a lot of different things. But it has to be a foreign judgment and I find that England, the last time I checked, is still a foreign state, still sovereign, independent and I'll take judicial notice that it has a very outstanding reputation, anyway, for its judicial system. I agree with [appellee's] counsel that if there's a dispute with respect to other aspects of the case - - malpractice, breach of contract, all those other things - - they're properly litigated in London or somewhere in England. The intent of the [A]ct, looking in the annotation says "Uniform Foreign Money Judgment Recognition Act was intended to promote princi[ples] of international com[ity] by assuring foreign nations, such as England, that their judgments would, under certain well-defined circumstances, be given recognition by courts in the States, which have adopted the Uniform Act."

Maryland has adopted the Act and I find that it is a final judgment, what [appellee] is requesting, and things are flushed out somewhat in the affidavit of Virginia [Rylatt] . . . . These are final judgments. And I find that there's nothing that even approaches a lack of due process from what I've heard or read in the case in England. And I agree with [appellee's] counsel, if somebody was in contempt of court, there could be sanctions . . . .

So, England has its system, costs were assessed, due process was there, and they made their decision. It's a final judgment. This is exactly what I find fault under the Courts and Judicial Proceedings Article, Subtitle 7, Foreign Money Judgments Recognition. I find that it also talks about [sic] at 10-702, "This subtitle applies to a [foreign] judgment [that is] final[,] conclusive[,] and enforceable where rendered," - - and this is interesting - - "even though an appeal is pending or it is subject to appeal." So, this Code says we don't have to wait for that . . . . So I find there's no genuine dispute as to any material fact and as a matter of law, I believe a judgment should be granted. I will grant it to [appellee], Rylatt Chubb.

On December 22, 2014, the circuit court granted summary judgment in favor of appellee and:

FURTHER ORDERED that this Court recognizes the two foreign judgments that were entered by a court in England and are final, conclusive and enforceable where rendered, as required by [CJP] § 10-702; and

FURTHER ORDERED [appellee] is awarded judgment by this Court as follows:

A. Damages: Damages awarded in the principal amount of $220,949.69;

B. Interest: Interest awarded at 8% per annum from October 2, 2013 to May 22, 2014, amounting to $11,283.58;

C. Costs: Costs of the hearing on April 2, 2014 were assessed at $1,539.93 with interest at 8% from April 2, 2014 until May 22, 2014 and thereafter at the daily rate of $0.34 per diem;

D. Costs: Costs of the proceedings summarily assessed in the sum of $16,682.58;

E. Costs: Costs of the hearing on April 2, 2014 were assessed at $4,277.58 with interest at 8% from April 2, 2014 until paid accruing at the daily rate of $0.94 per diem;

F. [Appellee's] costs incurred in bring [sic] this proceeding in the amount of $135.00; and

G. Interest at the legal rate in Maryland on the principal amount of $220,949.69 and the costs until paid in full.

This timely appeal followed.

Additional facts will be included as they become relevant to our discussion, below.

Discussion

I. Grant of Summary Judgment

Marcus argues that the circuit court erred in granting summary judgment because "there were numerous issues of material fact" in dispute. Specifically, Marcus avers that appellee "failed to meet its burden of establishing that the purported foreign judgments

were final, conclusive, and enforceable" and "failed to demonstrate that the foreign judgments comport with the strictures of due process." In addition, Marcus contends that the court disregarded the affidavit from his expert witness, which "confirm[ed] that he was denied due process in the summary proceedings."

Pursuant to Md. Rule 2-501(a), "[a]ny party may file a written motion for summary judgment on all or part of an action on the ground that there is no genuine dispute as to any material fact and that the party is entitled to judgment as a matter of law." The Court of Appeals has stated:

> "[T]he purpose of the summary judgment procedure is not to try the case or to decide the factual disputes, but to decide whether there is an issue of fact, which is sufficiently material to be tried," *Jones v. Mid-Atlantic Funding Co.*, 362 Md. 661, 675, 766 A.2d 617, 624 (2001); *Frederick Road Ltd. Partnership v. Brown & Sturm*, 360 Md. 76, 93, 756 A.2d 963, 972 (2000), and, therefore, it is not a substitute for trial. *Goodwich v. Sinai Hosp. of Baltimore, Inc.*, 343 Md. 185, 205, 680 A.2d 1067, 1077 (1996). Thus, Rule 2-501[(f)] provides that a trial judge may grant summary judgment "if the motion and response show that there is no genuine dispute as to any material fact and that party in whose favor judgment is entered is entitled to judgment as a matter of law." A material fact is "'a fact the resolution of which will somehow affect the outcome of the case.'" *Jones v. Mid-Atlantic Funding Co.*, 362 Md. at 675, 766 A.2d at 624 (quoting *King v. Bankerd*, 303 Md. 98, 111, 492 A.2d 608, 614 (1985)). In making that determination, the evidence, and all inferences therefrom, are viewed in the light most favorable to the nonmoving party. *Natural Design, Inc. v. Rouse Co.*, 302 Md. 47, 62, 485 A.2d 663, 671 (1984). Evidentiary matters, credibility issues, and material facts which are in dispute cannot properly be disposed of by summary judgment. *See Pittman v. Atlantic Realty Co.*, 359 Md. 513, 536, 754 A.2d 1030, 1042 (2000) (recognizing that "Maryland law . . . has not viewed the function of summary judgment to be determining whether an issue is genuine based on credibility.").

Taylor v. NationsBank, N.A., 365 Md. 166, 173-74 (2001).

"To satisfy the requirement that there be no genuine dispute as to any material fact, the moving party must include in the motion the facts necessary to obtain judgment and a showing that there is no dispute as to any of those facts." *Bond v. Nibco, Inc.*, 96 Md. App. 127, 136 (1993) (citation and emphasis omitted). "Once the movant makes this showing, the burden shifts to the non-moving party to show 'that there is a genuine dispute as to a material fact by proffering facts which would be admissible in evidence.'" *Boucher Invs., L.P. v. Annapolis-West Ltd. P'ship*, 141 Md. App. 1, 10 (2001) (quoting *Beatty v. Trailmaster Prods., Inc.*, 330 Md. 726, 737-38 (1993)). "Neither general allegations of facts in dispute nor a mere scintilla of evidence will suffice to support the non-movant's position[.]" *Nerenberg v. RICA*, 131 Md. App. 646, 660 (2000) (citation omitted). "'Thus, when a movant has carried its burden, the party opposing summary judgment must do more than simply show there is some metaphysical doubt as to the material facts.'" *Id.* (quoting *Beatty*, 330 Md. at 738).

When appellate courts review a grant of summary judgment, "'we must make the threshold determination as to whether a genuine dispute of material fact exists, and only where such dispute is absent will we proceed to review determinations of law.'" *Stachowski v. Sysco Food Servs. of Balt., Inc.*, 402 Md. 506, 515-16 (2007) (quoting *Remsburg v. Montgomery*, 376 Md. 568, 579 (2003)). We "'review the record in the light most favorable to the nonmoving party and construe any reasonable inferences that may be drawn from the facts against the moving party.'" *Hill v. Cross Country Settlements, LLC*, 402 Md. 281, 294 (2007) (quoting *Myers v. Kayhoe*, 391 Md. 188, 203 (2006)). Because under Maryland's summary judgment rule, a trial court determines issues of law,

makes rulings as a matter of law, and resolves no disputed issues of fact, "the standard for appellate review of a trial court's grant of a motion for summary judgment is simply whether the trial court was legally correct." *Beatty*, 330 Md. at 737 (citations omitted); *see also Messing v. Bank of Am., N.A.*, 373 Md. 672, 684 (2003) ("The standard of review of a trial court's grant of a motion for summary judgment on the law is *de novo*, that is, whether the trial court's legal conclusions were legally correct.") (Citations omitted).

In this case, it is undisputed that the SCCO ordered Marcus to pay £129,132.28 plus interest, costs of the hearing in appellee's claim in the amount of £900.00 plus interest, costs of proceedings summarily assessed at £9,750.00, and costs in Marcus's claim in the sum of £2,500 plus interest. The record also reflects that Marcus had acknowledged that he was obligated to pay certain sums of money to appellee, and that as of March 2014, he was unable to do so. His failure to pay appellee as previously ordered by the SCCO subsequently led to his being debarred from participating in later court proceedings. Based upon this record, we cannot say that the circuit court erred in concluding that there was no genuine dispute as to any material fact.[5] Accordingly, the remainder of our analysis will focus on whether the circuit court correctly determined that appellee was entitled to judgment as a matter of law.

Section 10-701 of the Act defines "foreign judgment" as "any judgment of a foreign state granting or denying recovery of a sum of money. It does not mean a

[5] Marcus mischaracterizes the issues he raises as ones of fact, when the arguments raised in his appeal actually address the circuit court's *legal* determinations regarding the definition of "judgment" under the Act and the procedural due process afforded to him.

judgment for taxes, fine, or penalty, or a judgment for support in matrimonial or family matters." In turn, a "foreign state" means "any governmental unit other than the United States, or any state, district, commonwealth, territory, insular possession thereof, or the Panama Canal Zone, the Trust Territory of the Pacific Islands, or the Ryukyu Islands." CJP § 10-701. As the circuit court noted, "[t]his subtitle applies to a foreign judgment that is final, conclusive, and enforceable where rendered even though an appeal is pending or it is subject to appeal." CJP § 10-702. Such a foreign judgment is "conclusive between the parties to the extent that it grants or denies recovery of a sum of money." CJP § 10-703.

Pursuant to § 10-704 of the Act:

(a) A foreign judgment is not conclusive if:

> (1) The judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law;
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> (2) The foreign court did not have personal jurisdiction over the defendant;
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> (3) The foreign court did not have jurisdiction over the subject matter; or
>
> (4) The judgment was obtained by fraud.

(b) A foreign judgment need not be recognized if:

> (1) The defendant in the proceedings in the foreign court did not receive notice of the proceedings in sufficient time to enable him to defend;
>
> (2) The cause of action on which the judgment is based is repugnant to the public policy of the State;

> (3) The judgment conflicts with another final and conclusive judgment;
>
> (4) The proceeding in the foreign court was contrary to an agreement between the parties under which the dispute was to be settled out of court; or
>
> (5) In the case of jurisdiction based only on personal service, the foreign court was a seriously inconvenient forum for the trial of the action.

Here, we agree with appellee that the orders issued by the SCCO are final, conclusive, and enforceable judgments. In Rylatt Chubb's affidavit, which was presented to and relied upon by the circuit court,[6] she explained that the Civil Procedure Rules ("CPR") and Practice Directions ("PD") of England and Wales direct that SCCO orders, like the ones at issue here, are enforced in the same manner as money judgments from any other court in England.[7] CPR 70.1(2)(d) (under the rules governing enforcement of

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[6] As to Marcus's claim that the trial court improperly disregarded his expert witness, we reiterate that the issue is one of law, and the trial judge did not err or abuse his discretion in finding that appellee's expert witness's legal opinion, as to whether the orders were truly judgments to be enforced under the Act, was more persuasive as legal argument.

[7] As appellee points out, the SCCO is the part of the High Court with jurisdiction to assess costs that are recoverable from one litigant by another litigant or by a lawyer, including costs awarded by any judge of the Court of Appeal, High Court or County Court and attorney fees and expenses that have not been paid by a client. SCCO Guide ¶1.1(a) & (b). The statutory authority for the SCCO's assessment of costs and fees between a solicitor and her client is provided by section 70 of the Solicitor's Act 1974, available at http://www.legislation.gov.uk/ukpga/1974/47/section/70 (last visited November 19, 2015). The SCCO handles all aspects of costs from each Division of the High Court and the Court of Appeals. SCCO Guide ¶1.1(a) & (b). A SCCO Judge, such as the one who presided over the cost proceedings here, is as much a judge as is any High Court, Circuit or District Judge, and acts as such when assessing costs in certain courts. SCCO Guide 16 (Glossary Definition of Costs Judge). Final costs orders issued after a detailed assessment hearing by an SCCO Judge may be appealed directly to a High Court

court judgments or orders, a "judgment or order for the payment of money includes a judgment or order for the payment of costs"); PD 47.16.12 (stating that interim or final costs orders may be enforced as if they were judgments for the payment of an amount of money). The notary page attached to each Apostille attested that each order was "immediately enforceable." Moreover, there was no allegation that the SCCO is part of a court system that does not provide impartial tribunals, that the SCCO did not have personal jurisdiction over Marcus or the subject matter, or that the orders were obtained by fraud. CJP § 10-704(a). Thus, the orders were "conclusive between the parties to the extent that it grant[ed] . . . recovery of a sum of money." CJP § 10-703; *cf. Mayekawa Mfg. Co. v. Sasaki*, 888 P.2d 183, 189 (1995) (declining to "utilize comity to enforce a non-final, non-conclusive foreign money judgment" where order was a "preliminary judgment").

Although there are five instances in which a foreign judgment need not be recognized under the Act, none of them are present in this case. Specifically, the cause of action on which the judgments were based is not "repugnant" to public policy, the judgments did not conflict with any other final and conclusive judgment, the proceeding in the SCCO was not contrary to an agreement between the parties, and the SCCO was not a "seriously inconvenient forum for the trial of the action." CJP § 10-704(b)(2)-(5).

Marcus argues, based on CJP § 10-704(b)(1), that he was denied due process, but we are not persuaded. The record reflects that Marcus received notice of the proceedings

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Judge, and then to the Court of Appeal. CPR 47.21-47.24; CPR 52.1-52.4; PD 52B; SCCO Guide ¶¶15.1-15.3.

in High Court; he hired counsel who represented him in these proceedings; he received the scheduling order; he filed Points of Dispute on dates set forth in that order; and he also filed his own claim for assessment. Thereafter, Marcus successfully argued for the reduction of the undisputed costs in the first interim order to £25,000; he filed evidence in support of argument that "special circumstances" warranted consideration of his claim; and he acknowledged his agreement to pay this undisputed amount and represented that he would pay it in full once certain of his funds were released by a Virginia court.

Regarding the second interim order, Marcus was given notice of the hearing on April 2, 2014, at which time his evidence of "special circumstances" and appellee's request for a second interim order were considered, but he failed to appear either in person or by telephone to the hearing. After his claim was denied, the SCCO issued the second interim order requiring that he pay the £65,000 in additional undisputed costs that were excluded from the first interim order and providing notice that his failure to pay these interim costs would result in his debarment from future proceedings. His inability to participate in later proceedings, therefore, resulted from his own failure to adhere to the SCCO's orders.

In sum, Marcus was afforded the opportunity to raise his present claims before the SCCO, as well as the right to appeal both the interim and final orders issued by that court, but he did not do so. Thus, we agree with appellee that Marcus cannot collaterally attack the English judgments and "rely on his own failure to take advantage of the procedures provided by English law to argue that he was not provided proceedings compatible with due process of law." The SCCO's orders were recognizable as foreign judgments under

the Act, and the circuit court did not err in granting summary judgment in appellee's favor.

II. Dismissal of Counterclaim

Next, Marcus argues that the circuit court erred in dismissing his counterclaim without any discussion or argument. He admits, however, that the issues raised in appellee's claim were "inextricably intertwined" with the issues raised in his counterclaim. In response, appellee contends that Marcus "cannot seek to avoid enforcement of the foreign judgments by filing a counterclaim that fails to raise any statutory ground for nonrecognition." We agree with appellee.

Marcus's counterclaim failed to successfully challenge appellee's assertion that the judgments should be recognized. *See* CJP § 10-704, *supra*. As such, the circuit court properly dismissed the counterclaim as a matter of law after it granted summary judgment on appellee's claim. And, the circuit court had authority to do so, *sua sponte*. *See Higginbotham v. Pub. Serv. Comm'n of Maryland*, 171 Md. App. 254, 266 (2006) ("'unless fettered by a Rule or statute, a court ordinarily may take any action *sua sponte* that it can take in response to a motion, including dismissal of an action'") (quoting *Fischer v. Longest*, 99 Md. App. 368, 381 (1994)).

III. Conversion Rate

Lastly, Marcus asks us to amend the amount awarded by the circuit court because it "used an incorrect conversion rate from British Pounds Sterling to U.S. Dollars, resulting in a windfall to [appellee]." According to Marcus, the court should not have used the "internet service" relied upon by appellee in the exhibits to its complaint.

Instead, he urges us to use the conversion rate "accepted by and relied upon by the United States Board of Governors of the Federal Reserve System." Marcus, however, did not raise this issue before the circuit court.

"Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court . . . ." Md. Rule 8-131(a). "The purpose of this Rule is two-fold:

> (a) to require counsel to bring the position of their client to the attention of the lower court at the trial so that the trial court can pass upon, and possibly correct any errors in the proceedings, and (b) to prevent the trial of cases in a piecemeal fashion, thus accelerating the termination of litigation."

Maryland State Bd. of Elections v. Libertarian Party of Maryland, 426 Md. 488, 517 (2012) (citations omitted).

In this case, Marcus neither challenged nor referred to the conversion rate in his answer. He failed to dispute or even address the conversion rate in his opposition to appellee's motion for summary judgment, and he did not raise this matter during the hearing. Accordingly, we refuse to address it on appeal.

For all of the foregoing reasons, we affirm the judgment of the circuit court.

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