

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 81

September Term, 2025

KEA GREEN, *et al.*

v.

HOSEA GREEN

Wells, C.J.,
Albright,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: February 20, 2026

*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis nor may it be cited as persuasive authority.

Kea Green and Elijah Holmes, appellants, appeal from an order issued by the Circuit Court for Charles County ordering the appointment of a trustee to sell real property located in Port Tobacco, Maryland (the property).¹ On appeal, appellants claim that they were denied the right to a hearing and trial, and that the court’s decision to issue orders without proper representation for their incapacitated minor child constitutes a “violation of fiduciary duty under Maryland trust law.” For the reasons that follow, we shall affirm.²

In 2023, appellants filed a complaint, subsequently amended, alleging that their minor daughter is the beneficiary of a Special Needs Trust (SNT) which was created to hold settlement monies obtained from a medical malpractice lawsuit. In 2012, the circuit court ordered the disbursement of money from that trust to purchase the property, which was then deeded to that trust. In their complaint, which raised claims of declaratory judgment, unjust enrichment, and constructive fraud, appellants alleged that the trustees had wrongfully conveyed the deed to the property to appellee, following his agreement to pay approximately \$60,000 in delinquent real estate taxes. Appellee filed a counterclaim for breach of contract, unjust enrichment, intentional misrepresentation, and a declaratory judgment, wherein he generally denied appellants’ claims, sought possession of the property, and sought damages for the property taxes that he had paid for the property.

¹ On June 25, 2025, this Court entered an order limiting the appeal to the circuit court’s order appointing a trustee to conduct the sale of the property, as that was the only order that was timely appealed.

² Appellee has filed a motion to dismiss the appeal because appellants have not filed eight copies of a corrected brief and eight copies of a corrected record extract, as required by this Court’s July 11, 2025, order. Although we do not condone appellants’ failure to abide by that order, we shall deny the motion to dismiss.

On November 20, 2024, the parties entered a consent judgment in favor of appellee, and against appellants, in the amount of \$158,910.87. The consent judgment further provided that until the property was transferred back to the SNT, or sold to a third-party by a court-appointed trustee, appellants would be responsible for paying all carrying costs for the property including “paying the open HOA lien and property tax lien encumbering the Property[.]” If those amounts were paid by March 1, 2025, appellee was required to deliver a deed to appellants conveying the property back to the SNT. But if the payoff amount or the HOA and property tax liens were not paid in full by March 1, the court was required to “appoint a trustee, selected at the Court’s discretion, to immediately sell the Property[.]”

On March 10, 2025, the court held a status hearing, which was attended by Mr. Holmes. At that hearing, Mr. Holmes contended that appellee had “extorted” him to sign the consent agreement, alleged that appellee was a “fraud” and a “criminal[.]” and attempted to re-litigate the underlying claims raised in his complaint, stating that the court had “never heard any of this information because we never got to be in front of anyone.” He acknowledged, however, that the amounts required to be paid under the consent agreement had not been paid. The court found that because no motion to vacate the consent agreement had been filed, and the amounts set forth in the consent agreement had not been paid, it was required to appoint a court-appointed trustee to sell the property, as provided for under the terms of that agreement. This appeal followed.

On appeal, appellants first assert that their “due process” rights were violated because the court denied “their right to a hearing and trial[.]” Notably, appellants do not address how this claim relates to the order before us in this appeal. But in any event, this

contention lacks merit as the court, in fact, held a hearing on whether the trustee should be appointed. Moreover, Mr. Holmes attended that hearing and was given an opportunity to object to the appointment of the trustee. That was all the process that was due to appellants under the law.³

Finally, appellants generally contend that the court erred in “issu[ing] orders without proper representation” for their daughter, who is a legally incapacitated minor, because doing so violated its “fiduciary duty under Maryland trust law.” But they did not raise this issue in the circuit court. Thus, it is not preserved for appeal. *See* Maryland Rule 8-131(a) (“Ordinarily, an appellate court will not decide any other issue unless it plainly appears on the record to have been raised in or decided by the trial court[.]”).

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

³ Although it is somewhat unclear, appellants’ due process claim appears to be based on the court not holding a hearing or trial on their underlying complaint. But the parties waived their right to a trial or hearing on the underlying complaint when they entered into the consent agreement. And the validity of that agreement is not properly before us in this appeal.