Circuit Court for Prince George's County
Case No. CAL-18-36527

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0806

September Term, 2024

JOHN P. FITCH, ET AL.

v.

ASHCRAFT & GEREL, LLP

Wells, C.J.,
Kehoe,
Eyler, Deborah S.,
(Senior Judge, Specially Assigned)

JJ.

Opinion by Wells, C.J.

Filed: June 4, 2025

This case arises from one of two appeals filed to this Court by appellant Jamie Bennett after we affirmed the Circuit Court for Prince George's County November 2021 final judgment in favor of appellee Ashcraft and Gerel, LLP ("Ashcraft").[1] Since our affirmance in 2023, Bennett has filed several motions in the circuit court, requesting it to enforce Ashcraft's election of remedies, vacate the November 2021 judgment due to fraud committed by Ashcraft's attorneys, and quash Ashcraft's discovery efforts in aid of enforcing the November 2021 judgment. The circuit court denied all of Bennett's motions, and she now appeals those denials to this Court. Bennett presents four questions for our review, which we rephrase and consolidate into three questions:[2]

[1] Since we affirmed the November 2021 final judgment, Bennett also filed appeals that are the subject of our decision in *Bennett v. Ashcraft & Gerel, LLP*, No. 2228, September Term, 2023. We refer to that appeal as *Bennett II*. *Bennett II* was argued before this panel at the same time as this appeal on May 12, 2025.

[2] Bennett's verbatim "statement of the issues" read as follows:

> I. Whether, in light of clear and convincing evidence that counsel for Appellee Stanley J. Reed and J. Bradford committed fraud on the court when they claimed that Appellant had violated a federal court order and a Settlement Agreement requiring her to escrow funds purportedly due to Ashcraft, the circuit court abused its discretion in refusing to vacate the judgment against Appellant pursuant to Md. Rule 2-535.

1. Did the circuit court abuse its discretion in denying Bennett's motion to enforce Ashcraft's election of remedies?

2. Did the circuit court abuse its discretion in denying Bennett's motion to vacate judgment based on extrinsic fraud?

3. Did the circuit court abuse its discretion in denying Fitch's motion to quash Ashcraft's subpoena and granting Ashcraft's motion to compel discovery from Bennett?

For the reasons set forth below, we conclude the circuit court did not err in denying Bennett's motion to enforce Ashcraft's election of remedies or her motion to vacate judgment based on extrinsic fraud. Accordingly, we affirm the circuit court's denial of those motions. However, we vacate the circuit court's denial of Fitch's motion to quash

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II. Whether, in light of settled Maryland law that a party may not obtain two remedies for the same legal wrong, *Benjamin v. Erk*, 138 Md. App. 459, 481, 771 A.2d 1106 (2001) (citing *Merritt v. Craig*, 130 Md. App. 350, 746 A.2d 923, *cert. denied* 359 Md. 29 (2000)), the circuit court abused its discretion in denying Appellant's motion to vacate to enforce Appellee's election of the remedy of a constructive trust.

III. Whether the circuit court erred as a matter of law by compelling Bennett to produce financial documents in aid of enforcement of a judgment the court had "no authority, discretionary or otherwise," to issue on a "question not raised as an issue by the pleadings." *Dietrich v. State*, 235 Md. App. 92, 102, 174 A.3d 948 (2017) (quoting *Gatuso v. Gatuso*, 16 Md. App. 632, 637 (1973) *cert. denied*, 457 Md. 669 (2018)).

IV. Whether the circuit court erred as a matter of law by allowing post-judgment discovery into assets and financial accounts belonging to a non-judgment debtor without granting a protective order. *Bond v. Slavin*, 157 Md. App. 340, 359, 851 A.2d 598 (2004).

Ashcraft's subpoena and granting of Ashcraft's motion to compel discovery from Bennett and remand for further proceedings consistent with this opinion.

FACTUAL AND PROCEDURAL BACKGROUND

Bennett I

The facts underlying this appeal are thoroughly detailed in *Bennett v. Ashcraft & Gerel, LLP* (*Bennett I*), 259 Md. App. 403 (2023), *reconsideration granted in part, and en banc rev. denied, cert. denied,* 486 Md. 246 (2023). We provide an abbreviated recitation of background facts for context and add additional facts that are relevant to this appeal.

Bennett was an attorney working for Ashcraft from April 2011 to April 2015. *Id.* at 416–19. At the beginning of her employment, Bennett signed a Prenuptial Agreement[3] governing the division of fees between Bennett and Ashcraft in the event that Bennett were to leave the firm, retain Ashcraft's client(s), and settle the clients' case(s) after leaving the firm. *Id.* at 416–17. Bennett obtained a $5,000,000 settlement for Ashcraft's client, Richard Barker, which was subject to a contingent fee of over $2,000,000, and Barker was awarded $675,000 in attorneys' fees. *Id.* at 419. Bennett then resigned from Ashcraft, with Barker following her departure as a client. *Id.*

[3] While this panel disagrees with the use of the term "prenuptial agreement" to refer to a business contract, for clarity and consistency we will continue to refer to the parties' agreement by that name. They have used the term in their briefs of this appeal, and we used it in *Bennett I*.

Bennett and Ashcraft disagreed about the enforceability of the Prenuptial Agreement and the fees to which Ashcraft was entitled from Barker's cases. However, the parties reached a settlement agreement, which was detailed in an email dated October 5, 2015 ("October 2015 Agreement"). *Id.* at 420. In the October 2015 Agreement, Bennett and Ashcraft agreed to divide the fees from Barker's cases "in accordance with the formula set out in the Prenuptial Agreement: 75 percent to Ashcraft and 25 percent to []Bennett." *Id.* at 420. The settlement funds and attorneys' fees from Barker's cases were placed in an escrow account that was first maintained by Bennett's attorney and later transferred to an escrow account maintained by Bennett. *Id.* at 420. Bennett continued to pay Ashcraft through July 2018 in accordance with the 75-25 formula. *Id.* at 422. Then, in October 2018, Bennett withheld the fees owed to Ashcraft and filed a complaint against Ashcraft in the Circuit Court for Prince George's County, primarily arguing the Prenuptial Agreement was unenforceable under Maryland law. *Id.* at 422–423. For several years, Bennett and Ashcraft litigated the enforceability of the Prenuptial Agreement in a series of amended complaints, countercomplaints, and motions.

Ashcraft ultimately prevailed on the issues in a series of rulings by the circuit court. *First*, on July 9, 2020, the circuit court ruled against Bennett when it declared the Prenuptial Agreement was enforceable under Maryland law. *Id.* at 425. On November 18, 2020, Ashcraft filed a motion requesting the circuit court to impose a constructive trust over funds owed to Ashcraft pursuant to the Prenuptial Agreement. The parties then renewed motions for summary judgment on Ashcraft's remaining counterclaims.

Then, *second*, on October 26, 2021, the circuit court: (1) denied Bennett's motion for summary judgment on Ashcraft's counterclaims; (2) granted Ashcraft's cross-motion for summary judgment on its counterclaim for breach of contract; (3) "imposed a constructive trust on all monies received by Ms. Bennett in the Barker cases on behalf of Ashcraft, including some $387,000.00 that she had received in November 2019"; and (4) "ordered []Bennett to provide 'a complete accounting of all funds she has received in the Barker cases from August 6, 2018 forward, the dates on which those funds were received, how those funds have been distributed, to whom, and in what amount, and the present status of those funds.'" *Id.* at 426. The parties voluntarily dismissed all remaining claims, and Ashcraft calculated the damages on its breach of contract claim to be $706,164.83. *Id.* at 427.

In two orders dated November 2, 2021, and docketed November 15, 2021, the circuit court issued a declaratory judgment stating the Prenuptial Agreement was enforceable, entered judgment against Bennett in the amount of $706,164.83, and declined to award Ashcraft pre-judgment interest (the "November 2021 Judgment"). *Id.* at 427. The circuit court denied Bennett's motions for reconsideration. *Id.* at 427.

Bennett appealed the November 2021 Judgment. On September 1, 2023,[4] this Court largely affirmed the November 2021 Judgment in our decision in *Bennett I*, except we also

[4] Our September 1, 2023, opinion prior to amendment is filed under *Bennett v. Ashcraft & General, LLP*, No. 31, Sept. Term, 2022, 2023 WL 5665589 (2023). Throughout this opinion, we cite to the amended October 27, 2023, opinion as *Bennett I*.

granted Ashcraft's request for pre-judgment interest. Then, still in September 2023, Bennett filed in this Court a motion for reconsideration; a motion to vacate a portion of *Bennett I* to remove language suggesting Bennett violated the Maryland Rules of Professional Conduct; and a motion to vacate the entirety of the *Bennett I* opinion, contending this Court did not have subject matter jurisdiction under Maryland Rule 2-324 because we granted Ashcraft relief based on a contract not pled in Ashcraft's countercomplaint. On October 27, 2023, we modified *Bennett I* to remove language suggesting Bennett violated the Maryland Attorneys' Rules of Professional Conduct but denied all other relief sought.

On November 3, 2023, Bennett filed a petition for writ of certiorari to the Supreme Court of Maryland. In her petition, Bennett asserted this Court improperly granted recovery on a breach of contract claim not pled in Ashcraft's countercomplaint. On November 4, 2023, Bennett filed a motion for reconsideration with this Court, and then on November 13, 2023, Bennett filed a petition for en banc reconsideration. In both the motion and petition, Bennett re-asserted the claim in her petition to the Supreme Court that we improperly granted judgment based on the October 2015 Agreement. On November 20, 2023, the Supreme Court of Maryland denied Bennett's petition for writ of certiorari. *Bennett v. Ashcraft & Gerel, LLP*, 486 Md. 246 (2023). On November 30, 2023, this Court denied Bennett's motion for reconsideration and petition for en banc reconsideration.

Bennett II

On September 22, 2023, while *Bennett I* was still pending, Bennett filed a motion in the circuit court to vacate the November 2021 Judgment, arguing the circuit court lacked subject matter jurisdiction to enter the judgment. On December 30, 2023, she filed a second motion in the circuit court to vacate the November 2021 Judgment, more specifically arguing the circuit court lacked subject matter jurisdiction to enter judgment because it constituted a "mistake" under Maryland Rule 2-535(b). The circuit court denied Bennett's two motions to vacate the November 2021 judgment. Bennett appealed those two denials to this Court, and we refer to that appeal as *Bennett II*. *Bennett II* was argued before this panel at the same time as this appeal on May 12, 2025, and we affirmed the circuit court's decisions to deny Bennett's motions to vacate.

Bennett's Appeals in this Case

In this appeal, Bennett resisted Ashcraft's efforts to conduct discovery in aid of enforcing the November 2021 Judgment, which resulted in the court granting Ashcraft's motion to compel discovery and denying Fitch's motion to quash a subpoena. The circuit court also denied a motion Bennett filed to enforce the constructive trust as Ashcraft's sole remedy, and a motion to vacate the November 2021 Judgment based on fraud under Maryland Rule 2-535(b). Bennett appeals these four decisions, which are detailed further below.

Ashcraft's Motion to Compel and Fitch's Motion to Quash

On March 21, 2022, after the November 2021 Judgment was issued and nineteen days after Bennett filed her *Bennett I* appeal, Ashcraft requested a writ of garnishment on Bennett's TD Bank account, which the parties refer to as Bennett's "IOLTA[5]" account. The circuit court issued the writ on March 24, 2022. Bennett and Ashcraft appear to agree that TD Bank responded there was no money in Bennett's IOLTA account.

In May 2022, Ashcraft served Bennett a subpoena and notice of deposition requesting her to produce documents to aid in enforcement of the November 2021 Judgment. Eventually, Bennett advised Ashcraft she would not produce the documents, and on July 20, 2022, she filed an "Affidavit of Jamie M. Bennett in Response to Defendant's Subpoena in Aid of Enforcement of Judgment." Bennett's affidavit stated her only income came from her federal retirement pension; her personal bank accounts and all real property were jointly owned with her husband; and the only personal property she owned individually was her wedding ring, earrings, and a handbag.

On August 29, 2022, Ashcraft filed a "Motion to Compel and for Sanctions and Request for a Hearing" to aid in enforcing the November 2021 Judgment ("First Motion to Compel"). The First Motion to Compel remained pending while *Bennett I* and Bennett's

[5] An Interest on Lawyers' Trust Account (IOLTA) is an interest-earning trust account that is specifically used to hold money belonging to a legal professional's clients. IOLTA and IOLA (Interest on Lawyer Account) essentially serve the same purpose—to manage client funds temporarily held by lawyers. www.lawpay.com/about/blog/iolta-account/.

Writ of Certiorari to the Supreme Court of Maryland were decided in 2023. On January 5, 2024, during a motions hearing in the circuit court, Bennett and Ashcraft selected March 5, 2024, as the date for Bennett's deposition.

Pursuant to the parties' agreement at the January 5 motions hearing, Ashcraft issued Bennett a subpoena dated February 1, 2024, compelling Bennett to appear at a deposition on March 5, 2024 ("February 2024 Subpoena"). The February 2024 Subpoena also required Bennett to produce copies of several documents from within the previous three years having ties to her finances, income, and property, such as pay stubs, federal and state tax returns, bank account statements, escrow/IOLTA account statements, residential or commercial real estate titles, and motor vehicle titles.

On February 8, 2024, Bennett filed a "Motion to Quash Subpoena" ("Bennett's Motion to Quash"). On March 4, 2024, the circuit court denied Bennett's Motion to Quash.[6]

On March 8, 2024, Ashcraft filed its "Second Motion to Compel and for Sanctions and Request for a Hearing" ("Second Motion to Compel"). The Second Motion to Compel sought to order Bennett to produce documents requested by the February 2024 Subpoena; conduct a deposition before the court on the record; pay sanctions, including attorneys'

[6] Bennett did not appeal the circuit court's denial of Bennett's Motion to Quash, so the contents of the motion are not relevant to this appeal.

fees and other costs to be determined after submission of an affidavit; and award any other necessary and proper relief.[7]

On March 14, 2024, Bennett—now acting as the lawyer for her husband, John Fitch—filed with the circuit court "Non-Party John P. Fitch's Motion to Quash Subpoena and/or for a Protective Order" ("Fitch's Motion to Quash"). This motion sought to quash the February 2024 Subpoena served on Bennett or provide Fitch a protective order, arguing the February 2024 Subpoena deliberately and improperly sought Fitch's financial information even though he was not a judgment debtor to the November 2021 Judgment, and the information sought related to joint marital property.

On March 18, 2024, Bennett filed an opposition to Ashcraft's Second Motion to Compel, largely re-iterating arguments she made in Fitch's Motion to Quash.

The circuit court held a hearing on June 13, 2024, to decide Ashcraft's Second Motion to Compel, including Ashcraft's request for sanctions, and Fitch's Motion to Quash. After hearing oral arguments, the court granted Ashcraft's Second Motion to Compel, including sanctions, and denied Fitch's Motion to Quash. Bennett appealed the circuit court's decision to grant Ashcraft's Second Motion to Compel and deny Fitch's Motion to Quash.

[7] In the Second Motion to Compel, Ashcraft stated in a footnote: "Bennett also suggested a protective order, and [Ashcraft] and undersigned counsel would agree to a reasonable protective order."

Bennett's Remedies Motion

On April 30, 2024, Bennett filed a "Motion to Enforce [Ashcraft's] Election of Remedies[,]" requesting the circuit court to issue an order enforcing Ashcraft's election of a constructive trust over Bennett's IOLTA account as its sole remedy ("Remedies Motion"). The circuit court denied the motion on June 24, 2024. Bennett appealed the circuit court's denial to this Court.

Bennett's Motion to Vacate Based on Fraud

On July 24, 2024, Bennett filed a "Motion to Vacate Judgment Pursuant to [Maryland] Rule 2-535 Based Upon Fraud Committed by J. Bradford McCullough and Stanley J. Reed" ("July 2024 Motion to Vacate"). This motion sought to vacate the November 2021 Judgment and order imposing a constructive trust on Bennett's IOLTA account. In Bennett's motion, she alleged McCullough and Reed "fabricated evidence" during oral argument in *Bennett I* to support their argument that Bennett was an escrow agent.[8] The circuit court denied and entered the July 2024 Motion to Vacate on August 14, 2024. Bennett appealed the circuit court's denial to this Court.

[8] Before filing the July 2024 Motion to Vacate, Bennett made identical claims about McCullough's and Reed's fraud in a series of motions for sanctions before this Court and the circuit court. Bennett first filed a motion for sanctions against both McCullough and

We will add additional facts as necessary.

STANDARD OF REVIEW

This Court reviews the circuit court's denial of a motion to vacate under an abuse of discretion standard. *Das v. Das*, 133 Md. App. 1, 15 (2000). This Court also reviews the circuit court's denial of a motion to quash a subpoena under an abuse of discretion standard. *Morrill v. Md. Bd. of Physicians*, 243 Md. App. 640, 648 (2019).

An abuse of discretion occurs "where no reasonable person would take the view adopted by the trial court," or when the court acts "without reference to any guiding rules or principles." *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (cleaned up) (internal citations and quotations omitted). "[A] ruling reviewed under an abuse for discretion standard will not be reversed simply because the appellate court would not have made the same ruling." *Nash v. State,* 439 Md. 53, 67 (2014) (quoting *North v. North*, 102 Md. App. 1, 14 (1994)). "Rather, the trial court's decision must be well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems

Reed with this Court on January 27, 2024. We denied that motion on February 8, 2024. Bennett then repeated these claims in her petition for writ of certiorari to the Supreme Court of Maryland on February 20, 2024, seeking to overturn this Court's denial of her motions for sanctions. After McCullough and Reed's attorney, James Ulwick, filed an opposition to Bennett's petition for certiorari, Bennett then filed with the Supreme Court of Maryland a motion for sanctions against Ulwick for filing false statements in his opposition motion. The Supreme Court of Maryland denied Bennett's motions for sanctions and petition for certiorari on April 22, 2024.

minimally acceptable." *State v. Matthews*, 479 Md. 278, 305 (2022) (internal quotation and citation omitted).

DISCUSSION

I. The Circuit Court Did Not Err in Denying Bennett's Remedies Motion.

A. Parties' Contentions

Bennett argues Ashcraft is barred from receiving money damages because a constructive trust and money damages are inconsistent remedies. In her view, the circuit court erred in denying her Remedies Motion because Ashcraft elected to pursue a constructive trust, not money damages. Specifically, she posits a constructive trust is a remedy for unjust enrichment, while money damages are a remedy for breach of contract, and parties generally cannot assert a claim for unjust enrichment when an express written contract exists. Because Ashcraft elected to pursue a constructive trust and cannot make a different election, and because a constructive trust is a remedy inconsistent with money damages, Bennett urges us to vacate the circuit court's money damages remedy.

Ashcraft contends Bennett's appeal of the circuit court's denial of her Remedies Motion is meritless. *First*, Ashcraft argues the circuit court's denial is not a final order or interlocutory order that can be appealed, therefore we must deny Bennett's appeal on this issue. *Second*, Ashcraft posits Bennett failed to preserve her argument regarding Ashcraft's election of remedies as she "waited until two and one-half years after the circuit court entered judgment against her, and more than eight months after this [C]ourt affirmed that judgment, to file her Remedies Motion in the circuit court[.]" *Third*, Ashcraft argues the

law of the case doctrine and res judicata preclude Bennett from raising arguments regarding Ashcraft's election of remedies because she could have raised those arguments to this Court in *Bennett I* but did not. Moreover, Ashcraft contends "this [Court in *Bennett I*] upheld both the imposition of the constructive trust and Ashcraft's [money] judgment. That is the law of the case." *Finally*, Ashcraft argues Bennett's underlying argument as to Ashcraft's election of remedies fails because the constructive trust and money judgment are complementary remedies, not inconsistent.

B. Analysis

1. The Circuit Court's Denial of Bennett's Remedies Motion is a Final, Appealable Judgment.

Aside from certain interlocutory orders which may be appealed, as outlined in Maryland Code Annotated, Courts and Judicial Proceedings Article ("CJP") § 12-303, appeals may be taken to this Court "only from a final judgment entered in a civil or criminal case by a circuit court." *Gruber v. Gruber*, 369 Md. 540, 546 (2002) (internal quotations omitted); *see also* CJP § 12-301.

To constitute a final judgment, a ruling of the circuit court must be "intended by the court as an unqualified, final disposition of the matter in controversy[.]" *Rohrbeck v.*

Rohrbeck, 318 Md. 28, 41 (1989).[9] A final judgment "leave[s] nothing more to be done in order to effectuate the court's disposition of the matter." *Id.* "[I]t terminates the proceedings in that court and denies a party the ability to further prosecute or defend the party's rights concerning the subject matter of the proceeding." *Metro Maint. Sys. S., Inc. v. Milburn*, 442 Md. 289, 299 (2015).

Ashcraft correctly contends Bennett's Remedies Motion is not one of the types of interlocutory orders which may be appealed under CJP § 12-303. However, the circuit court's denial of Bennett's post-judgment Remedies Motion constitutes a final judgment. After denying Bennett's Remedies Motion, the court did not need to take any additional steps to effectuate its rejection of Bennett's argument that Ashcraft cannot obtain monetary damages because it elected to pursue a constructive trust. The court's denial terminated Bennett's ability to further argue to the court that Ashcraft can only receive the sole remedy of a constructive trust. Accordingly, we conclude the circuit court intended its denial to be the "final, conclusive, ultimate disposition of the matter[.]" *Rohrbeck*, 318 Md. at 41.

[9] The Supreme Court of Maryland in *Rohrbeck* outlines three attributes a ruling must have to constitute a final judgment:

> (1) it must be intended by the court as an unqualified, final disposition of the matter in controversy, (2) unless the court properly acts pursuant to [Maryland] Rule 2-602(b), it must adjudicate or complete the adjudication of all claims against all parties, and (3) the clerk must make a proper record of it in accordance with [Maryland] Rule 2-601.

318 Md. at 41. Only the first attribute is at issue in this appeal.

Therefore, Bennett can appeal the court's denial of her Remedies Motion pursuant to CJP § 12-301.

2. The Law of the Case Doctrine Precludes Bennett from Litigating the Arguments in Her Remedies Motion on Appeal.

This Court in *Kline v. Kline* explained the law of the case doctrine:

> The law of the case doctrine provides that once a decision is established as the controlling legal rule of decision between the same parties in the same case it continues to be the law of the case. Specifically, a ruling by an appellate court upon a question becomes the law of the case and is binding on the courts and litigants in further proceedings in the same manner.
>
> Neither the questions that were decided nor questions that could have been raised and decided on appeal can be relitigated.

93 Md. App. 696, 700 (1992) (internal citations omitted). The Supreme Court of Maryland outlined why the law of the case doctrine exists:

> It is the well-established law of this state that litigants cannot try their cases piecemeal. They cannot prosecute successive appeals in a case that raises the same questions that have been previously decided by this Court in a former appeal of that same case;[10] and, furthermore, they cannot, on the subsequent appeal of the same case raise any question that could have been presented in the previous appeal on the then state of the record, as it existed in the court of original jurisdiction. If this were not so, any party to a suit could institute as many successive appeals the fiction of his imagination could produce new reasons to assign as to why his side of the case should prevail, and the litigation would never terminate.

[10] When the Supreme Court of Maryland (then the Court of Appeals) rendered this opinion in 1958, the Appellate Court of Maryland (previously known as the Court of Special Appeals) did not exist. Although the language in the opinion refers solely to decisions by the Supreme Court of Maryland, more recent caselaw indicates the law of the case doctrine applies to "ruling[s] by an appellate court," meaning either the Supreme Court or this Court. *Kline*, 93 Md. App. at 700.

Fid.-Balt. Nat. Bank & Tr. Co v. John Hancock Mut. Life Ins. Co., 217 Md. 367, 371-72 (1958).

The law of the case doctrine, however, "is subject to the power of the court to disregard or correct its former decision after reargument." *Kline*, 93 Md. App. at 700. Specifically,

> the law of the case doctrine does not apply when one of three "exceptional circumstances" exist: the evidence on a subsequent trial was substantially different, controlling authority has since made a contrary decision on the law applicable to such issues, or the decision was clearly erroneous and would work a manifest injustice.

Turner v. Hous. Auth. of Balt. City, 364 Md. 24, 34 (2001).

Res judicata, otherwise known as claim preclusion, "applies when the parties to a subsequent suit are the same or in privity with the parties to a prior suit; the first and second suits present the same claim or cause of action; and there was a final judgment rendered on the merits in the first suit[.]" *Chesley v. Goldstein & Baron, Chartered*, 145 Md. App. 605, 622 (2002), *aff'd on other grounds*, 375 Md. 244 (2003). "The law of the case doctrine acts as a corollary to *res judicata* keyed specifically to appellate decisions." *Holloway v. State*, 232 Md. App. 272, 282 (2017). Specifically, "[t]he law of the case doctrine differs from *res judicata* in that it applies to court decisions made in the same, rather than a subsequent, case." *Scott v. State*, 379 Md. 170, 182 n.6 (2004).

The appeal before us here—as well as the appeal before us in *Bennett II*—stems from decisions made by the circuit court in the same case we addressed in *Bennett I*, not a

subsequent case. Therefore, we apply the principles of the law of the case doctrine rather than res judicata.

Bennett filed her Remedies Motion with the circuit court on April 30, 2024. The only time she raised the arguments in her Remedies Motion to any court before that date was in Bennett's Motion to Quash, filed with the circuit court on February 8, 2024. While Bennett did not raise the arguments to this Court in any of her briefs or motions for *Bennett I*,[11] she could have on "the then state of the record, as it existed in the court of original jurisdiction"—that is, the circuit court. *Fid.-Balt. Nat. Bank & Tr. Co*, 217 Md. at 372. Namely, the record before us in *Bennett I* included the circuit court's imposition of both a constructive trust and money damages. *See Bennett I*, 259 Md. App. at 426-27. Based upon that record, during the course of the *Bennett I* appellate proceedings Bennett could have raised, and we could have decided, whether the circuit court erred in granting Ashcraft both a constructive trust and money damages.

Moreover, before this Court in *Bennett I*, Bennett argued against the circuit court's issuance of the constructive trust, specifically contending a "constructive trust is a remedy for unjust enrichment[,]" and Ashcraft "sought to enforce an express contract." *Id.* at 455. This is, in fact, part of the argument Bennett now raises to us regarding the circuit court's granting of what she alleges to be inconsistent remedies—a constructive trust (which

[11] She also did not raise the arguments in her Remedies Motion to the Supreme Court of Maryland in her Petition for Writ of Certiorari as to this Court's *Bennett I* decision.

Bennett contends is a remedy for unjust enrichment) and money damages (a remedy for breach of contract). Considering Bennett raised part of the argument in her Remedies Motion to this Court in *Bennett I*, and the record in *Bennett I* included the circuit court's granting of both a constructive trust and money damages, Bennett clearly could have raised the entirety of the argument in her Remedies Motion in *Bennett I*. Accordingly, we conclude the law of the case doctrine precludes Bennett from litigating the arguments in her Remedies Motion on this subsequent appeal.

We additionally conclude none of the three exceptional circumstances exist for this Court to ignore the law of the case doctrine. As we discussed, nothing indicates the evidence before the circuit court after our decision in *Bennett I* was substantially different than the evidence prior to our decision. Further, the law applicable to the argument Bennett raises in her Remedies Motion has not changed, and the original decision by this Court in *Bennett I* was not clearly erroneous and would not work a manifest injustice.

Therefore, we conclude the circuit court did not abuse its discretion in denying Bennett's Remedies Motion.

II. The Circuit Court Did Not Err in Denying Bennett's Motion to Vacate Judgment Based Upon Extrinsic Fraud.

A. Parties' Contentions

Bennett contends Ashcraft's lawyers, Stanley J. Reed and J. Bradford McCullough, obtained the November 2021 Judgment based on extrinsic fraud, and therefore Rule 2-535(b) requires the vacation of the November 2021 Judgment. Specifically, Bennett alleges that, on page 7 of Ashcraft's *Bennett I* appellee brief to this Court, Reed and McCullough

intentionally and falsely told this Court "Bennett was obligated to escrow fees due to Ashcraft from the funds paid by the United States to Mr. Barker pursuant to an 'escrow arrangement that was included in the Court-approved settlement.'" Bennett then argues McCullough used the "Confidential Settlement and General Release Agreement Between Richard Barker and Columbus Regional Healthcare System" as a "springboard to falsely argue to the Appellate Court of Maryland that Bennett had a duty to escrow fees" during oral argument.[12] Bennett alleges Reed and McCullough "invented" the written escrow agreement because Ashcraft was required to show it existed in order to prove Bennett was an escrow agent under Maryland law. Citing *Yapp v. Excel Corporation*, 186 F.3d 1222, 1231 (10th Cir. 1999), and other federal and out-of-state decisions defining fraud on the court under Federal Rule of Civil Procedure 60, Bennett contends Reed and McCullough committed extrinsic fraud because it was a "'deliberately planned and carefully executed

[12] Bennett specifically cites to page 5 of Reed and McCullough's opposition to Bennett's petition for writ of certiorari, which contained Ashcraft's transcription of the following statement made by McCullough during oral argument in *Bennett I*:

> A lawyer agreed to divide a fee claimed by her and her former law firm. [Bennett] agreed to put that money in escrow and then disperse it according to the agreement. So for years, she did that, for a long time. And this was not just pursuant to an agreement between Ms. Bennett and Ashcraft and Gerel, **it was also -- it was pursuant to the Settlement Agreement settling the Barker case and an Order of a federal district court.** She then reneged. She took the money out. She didn't tell Ashcraft and Gerel she was doing it.

(bold added).

scheme' with 'an intent to deceive or defraud'" by officers of the court. Bennett says Reed and McCullough's extrinsic fraud led to the circuit court's decision to impose a constructive trust over her IOLTA account, thus we should vacate the November 2021 Judgment pursuant to Rule 2-535(b).

Ashcraft *first* replies that Bennett alleges intrinsic fraud, not extrinsic fraud, and Bennett is required to show extrinsic fraud prevented an adversarial trial to revise a judgment under Rule 2-535(b). Ashcraft cites passages from *Schwartz v. Merchants Mortgage Company*, 272 Md. 305, 309 (1974), to explain the difference between intrinsic and extrinsic fraud and argues Bennett's alleged fraud did not prevent an adversarial trial or appeal, therefore it is not a basis for relief under Rule 2-535(b).

Second, Ashcraft contends Reed and McCullough did not commit fraud and explains why McCullough's statements were truthful. Ashcraft also argues Reed and McCullough enjoy absolute litigation privilege as their statements during oral argument in *Bennett I* were made in support of Ashcraft's legal positions.

Third, Ashcraft argues this Court and the Supreme Court of Maryland already rejected Bennett's fraud claims that she asserted in her motion for sanctions filed on January 27, 2024, and petition for writ of certiorari filed on February 20, 2024. Therefore, Ashcraft argues she is barred by collateral estoppel from asserting the claims here.

Finally, Ashcraft contends Bennett waived her fraud argument because she alleges McCullough and Reed lied in Ashcraft's brief in *Bennett I*, but she failed to allege the fraud

in her reply brief, oral argument, or post-argument letter she filed regarding another issue, therefore she is barred from arguing it on appeal here.

B. Analysis

1. *Vacating Judgments for Extrinsic Fraud Under Maryland Rule 2-535(b).*

Maryland Rule 2-535 governs situations where parties can challenge the finality of enrolled judgments, stating:

> (a) **Generally.** On motion of any party filed within 30 days after entry of judgment, the court may exercise revisory power and control over the judgment and, if the action was tried before the court, may take any action that it could have taken under Rule 2-534. A motion filed after the announcement or signing by the trial court of a judgment or the return of a verdict but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.
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> (b) **Fraud, Mistake, Irregularity.** On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.

See also Md. Code Ann., Cts. & Jud. Proc. § 6-408. "We look to Rule 2–535(b) as the definitive standard for exercising revisory power over enrolled judgments in civil cases." *Thacker v. Hale*, 146 Md. App. 203, 229 (2002) (citing *Eliason v. Comm'r of Pers.*, 230 Md. 56, 59 (1962)). In *Thacker*, we described the purpose of Rule 2-535 and the ability of courts to revise judgments under sections (a) and (b):

> [A]fter a judgment becomes enrolled, which occurs 30 days after its entry, a court has no authority to revise that judgment unless it determines, in response to a motion under Rule 2–535(b), that the judgment was entered as a result of fraud, mistake, or irregularity. The evidence necessary to establish fraud, mistake, or irregularity must be clear and convincing. Maryland courts have narrowly defined and strictly applied the terms fraud, mistake, and

> irregularity, in order to ensure finality of judgments. Moreover, the party moving to set aside the enrolled judgment must establish that he or she acted with ordinary diligence and in good faith upon a meritorious cause of action or defense.

Id. at 216–17 (internal citations and quotations omitted) (cleaned up). "[T]he movant must carry his or her significant burden of proof—to establish the existence of fraud, mistake, or irregularity . . . by 'clear and convincing evidence.'" *Peay v. Barnett*, 236 Md. App. 306, 321 (2018) (citations omitted).

If, as in here, a party seeks revision of judgment based on fraud, the "movant must show extrinsic fraud, not intrinsic fraud." *Facey v. Facey*, 249 Md. App. 584, 605 (2021) (citation omitted). "Our caselaw establishes that 'extrinsic fraud' is defined narrowly and evinces a 'strong public policy favoring finality and conclusiveness of judgments.'" *Id.* at 634 (quoting *Bland v. Hammond*, 177 Md. App. 340, 350 (2007)). In *Facey*, this Court thoroughly examined and recounted the legal history of setting aside final judgments based on extrinsic fraud. *Id.* at 610–634 (discussing Maryland courts' historical use of the extrinsic-intrinsic fraud distinction outlined in *United States v. Throckmorton*, 98 U.S. 61 (1878), in 10 Maryland cases between 1900 and 2013). In *Facey*, we provided a more detailed summary of extrinsic fraud as follows:

> Extrinsic fraud perpetrates an abuse of judicial process by preventing an adversarial trial and/or impacting the jurisdiction of the court. Fraud prevents an adversarial trial when it keeps a party ignorant of the action and prevents them from presenting their case . . . the fraud prevents the actual dispute from being submitted to the fact finder at all . . . of course, only an "intentionally deceptive artifice" can reach the level of extrinsic fraud.
>
> Extrinsic fraud is *normally collateral to the issues tried in the case in which the judgment is rendered*. A court will not reopen a judgment because a party

> discovers fraud that took place during the trial or was contained within the trial . . . . Even when no trial has been held, if the fraud could have been discovered at trial, it is unlikely to be considered extrinsic.
>
> Extrinsic fraud that impacts a court's jurisdiction must be fraud that either permits or prevents the court's "*procurement of the judgment*," as opposed to fraud that is "*attendant upon the cause of action itself.*"

Id. at 632–33 (internal quotations and citations omitted) (emphasis in original); *see also Schwartz*, 272 Md. at 309 ("[F]raud is extrinsic when it actually prevents an adversarial trial[.]"). We also summarized intrinsic fraud as follows:

> Intrinsic fraud *relates to facts that were before the court in the original suit and could have been raised or exposed at the trial level*. If a party could have discovered the fraud, but "by reason of its own neglect" it failed to exercise the "care in the preparation of the case as was required of it," the fraud will be intrinsic. A trial offers "the forum for the truth to appear," and its purpose is to assess the truth or falsity of the documents presented. Thus, committing perjury and concealing assets normally qualify as acts of intrinsic rather than extrinsic fraud. Fraudulent or forged documents that were contained within or could have been addressed at trial—such as the contract in *Mueller*[*v. Payn*], 30 Md. App. [377, 389 (1976)] . . . the separation agreement in *Hresko*[*v. Hresko*], 83 Md. App. [228, 236 (1990)] . . . and the affidavits in *Pelletier*[*v. Burson*], 213 Md. App.[284, 290 (2013)] . . . are normally considered intrinsic to the original suit.

Facey, 249 Md. App. at 633–34 (quotations and citations omitted) (emphasis in original); *see also Schwartz*, 272 Md. at 309 ("[F]raud . . . is intrinsic when it is employed during the course of the hearing which provides the forum for the truth to appear, albeit that truth was distorted by the complained of fraud."). "If extrinsic fraud is shown, a judgment is normally voidable, and a court's analysis must 'proceed to determine whether the appellees acted in good faith and with ordinary diligence in seeking to have the judgment vacated and whether they have a meritorious defense to the underlying judgment.'" *Facey*, 249 Md. App. at 605 (internal citations omitted).

2. The Doctrines of Res Judicata, Collateral Estoppel, and Law of the Case Do Not Control This Issue.

"[T]he very idea of Maryland Rule 2-535(b) is that the doctrine of res judicata does not bar the court's power to revise an enrolled judgment if it finds mistake, irregularity or, as we examine next, *extrinsic* fraud." *Id.* at 609 (emphasis in original). We specifically addressed the defense of res judicata in *Facey* but made clear no doctrines preserving final judgments prevent Maryland courts from revising a final judgment when fraud, mistake, or irregularity is shown:

> [T]here "are no maxims of the law more firmly established . . . than the two which are designed to prevent repeated litigation between the same parties in regard to the same subject of controversy . . . ." Nonetheless, the [*Throckmorton*] Court admitted, there is an "exception to this general rule in cases where, by reason of something done by the successful party to a suit, there was in fact no adversary trial or decision of the issue in the case."

Id. at 613 (quoting *Throckmorton*, 98 U.S. at 65). In *Facey*, we stated that "extrinsic fraud cannot be waived because it constitutes 'fraud practiced directly upon the party seeking relief against judgment or decree,' that has 'prevented [that party] from presenting all of his case to the court.'" *Id.* at 609 n.8 (quoting *Throckmorton*, 98 U.S. at 66). However, if the fraud was intrinsic, Bennett cannot utilize Rule 2-535(b) as a vehicle for revision of the November 2021 Judgment. *Id.* at 609 n.8 ("As our caselaw instructs, res judicata prevents a court from opening an enrolled judgment solely on the basis of intrinsic fraud." (citations omitted)). Regardless, the pertinent analysis for this issue is whether the judgment was obtained due to extrinsic fraud.

3. Bennett Alleges Intrinsic Fraud, Not Extrinsic Fraud.

As far as we can tell from the record provided, the circuit court denied Bennett's Motion to Vacate Judgment Based Upon Extrinsic Fraud without explanation, so we cannot evaluate the circuit court's determination of the veracity of Bennett's claims. However, we do not need to remand for further proceedings in the circuit court because Bennett's allegations of Reed and McCullough's fraud, even if true, are intrinsic, not extrinsic. Therefore, as a matter of law, Bennett's claims are not grounds for relief under Rule 2-535(b).

Bennett alleges the document used to make the fraudulent argument that she was an escrow agent was a draft of a "Confidential Settlement and General Release Agreement Between Richard Barker and Columbus Regional Healthcare System." Bennett does not challenge the authenticity of this document or her ability to access it during proceedings in the trial court. Instead, Bennett alleges the fraud occurred when McCullough twice argued the agreement contained language establishing Bennett as an escrow agent when he knew that assertion was false.

Assuming, for the sake of argument, this allegation is true, McCullough's statements did not "perpetrate[] an abuse of judicial process by preventing an adversarial trial" or "keep[] a party ignorant of the action and prevent[] them from presenting their case . . . ." *Facey*, 249 Md. App. at 632. Bennett was not prevented from accessing the settlement agreement document or making arguments about the legal meaning of its contents at the trial or appellate level. Moreover, Bennett could have refuted McCullough's

assertions about the confidential settlement agreement's effect on her status as an escrow agent in her *Bennett I* reply brief or during oral argument before this Court.

Additionally, the fact that the alleged fraud occurred at appellate level briefing and oral argument does not matter because Bennett was not kept ignorant of facts or prevented from "presenting [her] case" in *Bennett I* that she was not legally an escrow agent. *Id.* McCullough's statements were related to a document and legal argument presented at the trial level. In other words, the fraud Bennett alleges "relat[ed] to facts that were before the court in the original suit and could have been raised or exposed at the trial level." *Id.* at 633 (summarizing intrinsic fraud). Even if Reed and McCullough had completely falsified a provision of the confidential settlement agreement to state Bennett was an escrow agent, which Bennett does not allege they did, "[f]raudulent or forged documents that were contained within or could have been addressed at trial . . . are normally considered intrinsic to the original suit." *Id.* at 634.

Bennett's argument relies on "fraud on the court" as it is used in Federal Rule of Civil Procedure 60(d), which states: "This rule does not limit a court's power to . . . set aside a judgment for fraud on the court." In Bennett's brief, she states this Court, in footnote 11 in *Facey*, "recognized that 'fraud on the court' is a basis for vacating a judgment under Rule 2-535 as 'one of fraud's many guises.'" Bennett then cites numerous federal and out-of-state cases to assert Reed and McCullough's actions constituted fraud on the court that require us to vacate the November 2021 Judgment.

Bennett misinterprets footnote 11 of *Facey*. Rather than providing a basis for vacating judgment under Rule 2-535, the first paragraph of footnote 11 simply compared the federal and Maryland rules to provide context to the assertion that "[m]any courts, including the federal courts in the Fourth Circuit, continue to recognize the distinction between intrinsic and extrinsic fraud." *Facey*, 249 Md. App. at 615 n.11. This context was necessary because, although intrinsic and extrinsic fraud are recognized in federal courts, the Federal Rules of Civil Procedure allow federal courts "to offer relief from enrolled judgments under broader circumstances than Rule 2-535(b)."[13] *Id.*

We then observed in the second paragraph of footnote 11:

> The phrase "fraud on the court" does not appear in Maryland Rule 2-535, but the concept appears to have been recognized by the [Supreme Court of Maryland] in dicta as one of fraud's "many guises," *Thomas v. Nadel*, 427 Md. 441, 452, 48 A.3d 276 (2012), be it intrinsic or extrinsic.

Id. In this sentence, we were not saying the Supreme Court of Maryland recognized the federal concept of fraud on the court as another way to vacate judgments under Rule 2-535(b). To the contrary, we were pointing out, like the Court did in *Thomas v. Nadel*, the term fraud has different meanings and remedies depending on the definition and context in which it is used. *Id.* We then explained the phrase "fraud on the court," in the few times it

[13] For example, Federal Rule of Civil Procedure 60(b) allows federal judges to provide relief from judgment in the case of, among other things, "fraud (whether previously called intrinsic or extrinsic) . . . ." *Facey*, 249 Md. App. at 615 n.11. Additionally, Federal Rule of Civil Procedure 60(b) broadly allows judges to "set aside a judgment for fraud on the court." *Id.*

was used in Maryland case law to vacate a judgment, was used consistently with the *Throckmorton* definition of extrinsic fraud that Maryland case law relies on for purposes of vacating judgments for fraud under Rule 2-535(b). *Id.* Therefore, contrary to Bennett's assertions, footnote 11 was re-affirming that Maryland courts continue to use the more limited intrinsic-extrinsic distinction to define fraud under Rule 2-535(b), while federal courts do not necessarily require a showing of extrinsic fraud to vacate a judgment. Thus, we find Bennett's citations to federal and out-of-state cases utilizing definitions of fraud on the court under Federal Rule of Civil Procedure 60 unpersuasive.

Overall, we conclude the circuit court did not abuse its discretion in denying Bennett's July 2024 Motion to Vacate.

III. We Vacate the Circuit Court's Denial of Fitch's Motion to Quash and Granting of Ashcraft's Second Motion to Compel and Remand for Further Proceedings.

A. Parties' Contentions

Bennett contends the circuit court awarded damages to Ashcraft based upon the October 2015 Agreement, not the Prenuptial Agreement. Because Ashcraft counterclaimed for breach of contract of the Prenuptial Agreement and *not* the October 2015 Agreement, Bennett argues the circuit court did not have subject matter jurisdiction to enter judgment based upon the October 2015 Agreement. Bennett further argues the circuit court's lack of subject matter jurisdiction means "there is no basis upon which the [circuit court] could compel [Bennett] to produce financial documents in aid of enforcement of its flawed, and

void judgment." We interpret this to mean Bennett challenges the circuit court's granting of Ashcraft's Second Motion to Compel on lack of subject matter jurisdiction grounds.

Bennett additionally contends the circuit court erred in denying Fitch's Motion to Quash Ashcraft's subpoena because Ashcraft did not show how Fitch's finances, property, or assets jointly held by Bennett and Fitch were relevant to enforcing the circuit court's judgment against Bennett. Bennett argues no property or assets jointly held by Bennett and Fitch are subject to garnishment under Maryland law, and a "subpoena that seeks to examine all of Bennett's financial records, including those of her spouse [Fitch], is, under these circumstances overly broad and deliberately harassing." Finally, Bennett posits the circuit court erred by refusing to enter a protective order to Fitch, who has a strong interest in the privacy of his financial records.

Ashcraft contends Bennett's subject matter jurisdiction argument has been repeatedly rejected by the courts. Ashcraft additionally contends the circuit court properly denied Fitch's Motion to Quash because Ashcraft's subpoena—which was issued only to Bennett, not Fitch—was rightfully issued to obtain information regarding Bennett's assets so Ashcraft could enforce its money judgment. Ashcraft argues they did not seek any discovery from Fitch and Bennett did not file any protective order. Ashcraft also notes they did not attach any property in which Fitch has an interest, rather they have "only sought information and documents as to Bennett's income and asserts, which might tangentially relate to Mr. Fitch, in that he is [Bennett's] husband."

B. Analysis

1. *The Circuit Court Had Subject Matter Jurisdiction Over Ashcraft's Counterclaim for Breach of Contract of the Prenuptial Agreement.*

The subject matter jurisdiction arguments Bennett raises in this appeal to challenge the circuit court's granting of Ashcraft's Second Motion to Compel mirror the arguments she raises in her appeal in *Bennett II* to challenge other decisions by the circuit court. We thoroughly address—and reject—the subject matter jurisdiction arguments in our *Bennett II* opinion

2. *We Remand for Further Proceedings Regarding the Post-Judgment Discovery Ashcraft Seeks.*

Maryland Rule 2-633 provides for post-judgment discovery in aid of enforcement of a judgment. *See also Johnson v. Francis*, 239 Md. App. 530, 590 (2018). Under Rule 2-633(a), "a judgment creditor may obtain discovery to aid enforcement of a money judgment" through depositions, interrogatories, requests for documents, and other methods. "A party may obtain discovery regarding any matter that is not privileged . . . if the matter sought is relevant to the subject matter involved in the action[.]" Md. Rule 2-402(a).

We discussed discovery—albeit pretrial discovery—of joint tax returns in *Ashton v. Cherne Contracting Corporation*, 102 Md. App. 87 (1994). In that case, appellant Ashton "filed an appeal in the Circuit Court for Allegany County, contesting an order of the Workers' Compensation Commission that terminated vocational rehabilitation benefits and disallowed a claim for additional temporary total disability benefits." *Id.* at 90. During

discovery, the appellee propounded interrogatories to Ashton, requesting his earned income in his tax returns for each of the past five years. *Id.* Ashton refused to respond because his "tax returns for each of the past five years were filed by [Ashton] jointly with his spouse[, Mrs. Ashton] who is not a party to this claim." *Id.* We first addressed a privilege argument and then concluded the tax returns are discoverable "provided they are relevant" pursuant to Rule 2-402. *Id.* at 92. We then determined "the information in the tax returns that is specific to Mr. Ashton's income and wages is relevant and may be discovered by appellee" but further noted "[w]hether the portions of the returns pertaining to Mrs. Ashton's income are also relevant would be a matter to be determined *before* the entire return or sections relating to Mrs. Ashton would be discoverable. Portions that are not relevant should be redacted." *Id.* at 98 (emphasis added).

In this case, Ashcraft's subpoena from February 2024 was issued solely to Bennett, seeking to depose Bennett and obtain recent documents related to her finances, property, and income. Pursuant to Rule 2-402(a), the post-judgment discovery Ashcraft seeks must be relevant "to the subject matter involved in the action," that is, enforcement of Ashcraft's money judgment against Bennett. Consistent with post-judgment discovery rules, and as we addressed in *Ashton*, the relevance of information sought in discovery must be determined by the circuit court before such information is discoverable. 102 Md. App. at 98.

Although Ashcraft's subpoena does not mention Fitch, a non-movant party who was not listed as a judgment debtor in the circuit court's November 2021 Judgment, certain

documents and information Ashcraft seeks in post-judgment discovery may relate to Fitch. According to the affidavit Bennett filed in response to Ashcraft's subpoena, some of the documents detail property jointly held by Bennett and Fitch. Because Maryland law limits garnishing or executing upon jointly held property,[14] and because Fitch was not listed as a judgment debtor in the circuit court's November 2021 Judgment, some information Ashcraft seeks in discovery may not lead to garnishment against or execution upon property to enforce the money judgment against Bennett. Therefore, some of the discovery Ashcraft seeks may not be relevant for the purposes of Rule 2-402(a).

Based on the record before this Court, the circuit court did not engage in necessary fact-finding for us to determine the relevance of the discovery Ashcraft seeks. Accordingly, we vacate the circuit court's granting of Ashcraft's Second Motion to Compel and denial

[14] Maryland law establishes that "property held by husband and wife as tenants by the entireties cannot be taken to satisfy the several and separate debts of either tenant." *Newsom v. Brock & Scott, PLLC*, 253 Md. App. 181, 213 (2021) (quoting *Annapolis Banking & Tr. Co. v. Smith*, 164 Md. 8, 9-10 (1933)). Maryland Code Annotated, Courts and Judicial Proceedings ("CJP") § 11-603 addresses garnishment against joint property:

> (a)(1) Except as provided in paragraph (2) of this subsection, a garnishment against property held jointly by a husband and wife, in a bank, trust company, credit union, savings bank, or savings and loan association or any of their affiliates or subsidiaries is not valid unless both owners of the property are judgment debtors.
>
> (2) Paragraph (1) of this subsection does not apply unless the property is held in an account that was established as a joint account prior to the date of entry of judgment giving rise to the garnishment.

of Fitch's Motion to Quash, and we remand for the circuit court to determine the relevance of the post-judgment discovery Ashcraft seeks.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED IN PART AND VACATED IN PART. CASE REMANDED FOR PROCEEDINGS CONSISTENT WITH THIS OPINION. APPELLANT TO PAY THE COSTS.