

Circuit Court for Montgomery County
Case No.: C-15-CV-23-004419

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 2222

September Term, 2024

KORTUE C. SAMMY, SR.

v.

MARGARET Z. WILLIAMS-SAMMY

Friedman,
Albright,
Kehoe, Christopher B.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: May 13, 2026

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

In this third appeal involving these former spouses, Kortue C. Sammy, Sr., appellant, challenges a judgment dismissing his complaint against Margaret Williams-Sammy, appellee, regarding their rights and responsibilities in their former marital residence at 3652 Turbridge Drive in Burtonsville (the “Property”).¹ Under the terms of a May 2023 Judgment of Absolute Divorce (“JAD”), as modified by a November 2023 consent order (the “Consent Order”), Mr. Sammy had an opportunity to “buy out” Ms. Williams-Sammy’s interest in the Property, but if he failed to do so, was required to cooperate in the sale of that Property. *See Margaret Sammy v. Kortue Sammy*, Cir. Ct. for Montgomery County, Case No. C-15-FM-22-3497 (the “Divorce Case”).

After a change of heart, Mr. Sammy attempted to withdraw from the Consent Order. Before the court denied that request, however, he filed this separate action titled “Complaint for Stay of Execution of Consent Agreement and Action for Intention [sic] Infliction of Emotional and Financial Distress.” Asserting grievances that were or could have been litigated before he agreed to the Consent Order, he claimed that Ms. Williams-Sammy inflicted financial and emotional distress by failing to pay her share of the joint mortgage, refusing to cooperate in modifying that loan, and making false financial statements.

¹ As summarized in our timeline, Mr. Sammy’s first appeal challenged aspects of the May 2023 Judgment of Absolute Divorce (“JAD”) involving matters other than the Property that lies at the heart of this appeal. *See Kortue Sammy v. Margaret Sammy*, No. 849, Sept. Term, 2023 (filed Aug. 9, 2024) (“*Sammy I*”). In the second appeal, he challenged a March 2025 contempt order finding that he failed to comply with the terms of the Consent Order modifying the JAD by requiring him to vacate the Property and facilitate its sale. *See Kortue Sammy v. Margaret Sammy*, No. 126, Sept. Term, 2025 (filed Nov. 26, 2025) (“*Sammy II*”).

After denying Mr. Sammy’s motions for a default order and for summary judgment in this action, the Circuit Court for Montgomery County granted Ms. Williams-Sammy’s motion to dismiss this complaint and closed the case. We will affirm that judgment because (1) Mr. Sammy was not entitled to either a default order or summary judgment, and (2) this action was claim- and issue-precluded by the JAD and Consent Order in the Divorce Case.

FACTUAL AND LEGAL BACKGROUND

After twenty-four years of marriage, the Sammys divorced in May 2023. At the time, none of their three children were minors, Ms. Williams-Sammy had moved out of the Property, and Mr. Sammy remained on the premises. At issue in this appeal is Mr. Sammy’s challenge to the negotiated terms of a Consent Order under which he agreed, *inter alia*, that if he failed to buy-out Ms. Williams-Sammy’s interest in the Property, he would cooperate in its sale.

We present the facts pertinent to this appeal in the following timelines, separated into the Divorce Case and this case.

The Divorce Case (No. C-15-FM-22-3497): Disposition of the Property under the JAD and Consent Order

May 31, 2023: In the Circuit Court for Montgomery County, the JAD, which reflected the parties’ agreement regarding “all real and personal property and bank accounts,” awarded Ms. Williams-Sammy monthly alimony of \$1,000 for thirty-six months, and Mr. Sammy limited use and possession of the Property, with an option to purchase Ms. Williams-Sammy’s interest for one-half the appraised value, minus the balance due on their joint mortgage, to be exercised by August 23, 2023. If Mr. Sammy

failed to do so, the Property had to be listed for sale by September 1, 2023, at a price to be set by a realtor identified in the JAD. Mr. Sammy was ordered to pay the mortgage, taxes, insurance, utilities, and homeowner’s association arrearage of \$5,000, until sale of the Property was completed.

June 27, 2023: Mr. Sammy noted a timely appeal from the JAD.

October 5, 2023: As a result of negotiations that occurred during appellate mediation, with both parties represented by counsel, Ms. Williams-Sammy agreed to forgo her right to alimony under the JAD; Mr. Sammy agreed to list the Property “by December 5, 2023, utilizing” the identified realtor; and both parties agreed that, before ratification of any sale to a third party, Mr. Sammy could refinance their joint mortgage to assume sole responsibility, with net proceeds distributed 55% to Ms. Williams-Sammy and 45% to Mr. Sammy. Mr. Sammy agreed to maintain the Property in “‘show’ ready condition” and to pay the mortgage, utilities, and any arrearage in homeowner’s association dues.

November 3, 2023: In accordance with the parties’ agreement and the magistrate’s recommendation, the circuit court entered an order titled “Consent Agreement” modifying the alimony and Property-related terms in the JAD (the “Consent Order”). Counsel for both parties signed the proposed order.

November 17, 2023: Mr. Sammy moved to withdraw his consent to the terms in the Consent Order.

December 15, 2023: The circuit court denied Mr. Sammy’s motion.

August 9, 2024: In a per curiam opinion, another panel of this Court rejected Mr. Sammy’s appellate contentions, all of which concerned matters other than the Consent

Order and Property at issue in this appeal. *See Kortue Sammy v. Margaret Sammy*, No. 849, Sept. Term, 2023 (filed Aug. 9, 2024) (“*Sammy I*”).

October-December 2024: Alleging that Mr. Sammy failed to vacate or list the Property in accordance with the Consent Order, Ms. Williams-Sammy petitioned the court to enforce the Consent Order (filed October 24), to order judicial sale of the Property (filed November 1), and to hold Mr. Sammy in contempt (filed December 31).

March 19, 2025: After a February 10, 2025 hearing before a magistrate, at which Mr. Sammy appeared without counsel, the circuit court found him in contempt of the Consent Order. The court ordered him to vacate the Property and appointed a specific attorney as trustee to sell the Property, with authority to select and pay a real estate agent to list and sell the Property, with net proceeds distributed in accordance with the Consent Order (the “Contempt Order”). The court allowed Mr. Sammy to purge the sanction within ten days by vacating the Property, delivering to counsel for Ms. Williams-Sammy “a limited and irrevocable Power of Attorney authorizing [her] to execute a listing agreement to sell the Real Property,” and signing any other documents necessary to sell the Property. In addition, the court ordered Mr. Sammy to pay Ms. Williams-Sammy \$5,000 for attorney’s fees. Mr. Sammy noted a timely pro se appeal from the Contempt Order.

November 26, 2025: Another panel of this Court affirmed the Contempt Order, rejecting Mr. Sammy’s contentions that (1) he “withdrew in spirit” from the Consent Order even though he did not appeal the denial of his motion to withdraw his consent; (2) the court-appointed trustee charged with selling the Property “lack[ed] the appearance of independence”; (3) Ms. Williams-Sammy should have resolved their dispute over the

Property “outside of the legal system”; and (4) pending foreclosure proceedings precluded the contempt petition. *See Kortue Sammy v. Margaret Sammy*, No. 126, Sept. Term, 2025, slip op. at 3-5 (filed Nov. 26, 2025) (“*Sammy II*”).

***This Action (Case No. C-15-CV-23-4419):
Mr. Sammy’s Complaint for Stay of Execution of Consent Agreement and
Action for Intentional Infliction of Emotional and Financial Distress***

November 29, 2023: Before the circuit court ruled on his motion to withdraw his consent to the Consent Order, Mr. Sammy filed his pro se complaint in this separate action, asserting claims for “refusal to honor marital financial obligations” (Count I), “malicious dissemination [sic] of damaging/inaccurate information” (Count II), and “abandonment of marital assets/obligation” (Count III). In support, he recounted the payment history on the parties’ joint mortgage encumbering the marital residence, alleging that Ms. Williams-Sammy refused to agree to favorable modification terms and otherwise failed to make payments, in an effort to force the sale of the Property. According to Mr. Sammy, Ms. Williams-Sammy refused “to honor joint marital obligations[,]” instead falsely “claim[ing] that the marital home has no equity” and that he put her “in financial jeopardy[,]” causing him to suffer financial losses that included damages to his creditworthiness and reputation among “compatriots in the Liberian Community[.]” He asked the court “to remediate the financial damage caused by” these actions, including by requiring Ms. Williams-Sammy to cooperate in executing a modification of the existing Wells Fargo Bank mortgage loan.

April 4, 2024: The court sent notice to both parties that, because Ms. Williams-Sammy had not filed an answer and Mr. Sammy had not filed a request for default, he could file a voluntary dismissal if he did “not wish to proceed with this case[.]”

April 11, 2024: Mr. Sammy moved for summary judgment, arguing that there was no dispute that Ms. Williams-Sammy “has refused to make any payment towards the mortgage contract of which she is a Co-Borrower” and that the outstanding amount on that debt is “approximately \$330,000.” He did not file any supporting affidavit or documentation.

May 8, 2024: The circuit court denied Mr. Sammy’s motion for summary judgment “without prejudice to refile in compliance with Md. Rule 2-501” and with proper service in accordance with Md. Rule 1-321.

May 9, 2024: At a pre-trial/status conference, Mr. Sammy appeared pro se and presented a “statement of the facts,” a itemized list of damages, and a list of documents he intended to move into evidence. Ms. Williams-Sammy did not appear. The court reset that hearing for July 12, 2024.

May 21, 2024: Mr. Sammy filed a “Motion to Request for Order of Default” [sic] and a “Resubmission of Motion for Summary Judgment” with unauthenticated documentary exhibits. Although the pleading caption states there is an affidavit, none is included in the record transmitted to this Court.

May 27, 2024: Ms. Williams-Sammy, represented by former counsel who had just entered her appearance, filed her “Response” to Mr. Sammy’s complaint, answering the allegations and asserting that he was acting “in bad faith” and to her “financial detriment” by “refusing to [sell] the former marital home.” In addition, she

attest[ed] that [he] is making a mockery of the judicial process in that the entirety of his present complaint has already been determined by the Circuit Court and said ruling is set to be heard on brief before the Appellate Court in

June of 2024 and thus this matter ought to be dismissed on the grounds of res judicata.

May 30, 2024: Ms. Williams-Sammy filed written opposition to the default request, pointing to her Answer and meritorious defenses.

May 31, 2024: The court denied Mr. Sammy’s request for a default order “due to the Answer filed on 05/27/2024.”

June 3, 2024: Mr. Sammy filed a “Response” to Ms. Williams-Sammy’s “Requests to Dismiss Motion for Summary Judgment” [sic], arguing that this action differs from the Divorce Case because it seeks remedies for “post-divorce” conduct by Ms. Williams-Sammy, and pointing out that “[t]his complaint was served on [her] on November 30, 2023[.]”

June 6, 2024: Mr. Sammy filed a “Response” to the late filing of Ms. Williams-Sammy’s Answer, arguing that it should not prevent entry of a default order because it was filed 179 days after she was served, well beyond the thirty-day filing period in Md. Rule 2-321.

July 5, 2024: The court denied Mr. Sammy’s second motion for summary judgment and Ms. Williams-Sammy’s motion to dismiss.

July 12, 2024: At a pre-trial status hearing, Mr. Sammy appeared without counsel, while Ms. Williams-Sammy and counsel appeared remotely. Trial was set for January 9, 2025. According to a subsequently filed pleading, counsel “informed and brought to the attention of this Honorable Court that the [Mr. Sammy’s] prayer for relief has already been

litigated in Case Number C-15-FM-22-003497 and was awaiting a response from the Court of Appeal.”

November 1, 2024: Ms. Williams-Sammy filed a Second Motion to Dismiss Mr. Sammy’s complaint, arguing that it failed “to state a claim upon which relief can be granted as this matter was already before the Montgomery County Court and [Mr. Sammy’s] same claims were mentioned during his divorce proceedings.” Alleging that Mr. Sammy “is merely looking for a second chance at a more favorable outcome in an attempt to evade the ruling of the Appellate Court of Maryland enforcing the” JAD by “ordering the marital home to be listed for sale[,]” Ms. Williams-Sammy argued that “it is imperative that this matter be dismissed and closed in order for [her] to properly recoup the relief already granted to” her by the circuit court and this Court. Even though the matter was scheduled for trial on January 9, 2025, Ms. Williams-Sammy asserted that she was still “waiting for a response and ruling on” her motion to enforce the Consent Order, at the “the risk of losing the marital home to foreclosure” because Mr. Sammy “has willfully failed to make any mortgage payments” while continuing to reside there “for well over two years.”

November 14, 2024: Mr. Sammy filed a “Second [sic] Motion for Summary Judgment,” with supporting exhibits but no affidavit or other authentication. Regarding “the theory of ‘Res Judicata’” invoked by Ms. Williams-Sammy, Mr. Sammy argued it “does not apply in this case as this complaint is a separate tort action” based on “post-divorce” behavior that “is **NOT** covered by the Judgment of Absolute Divorce.” In support, he did not submit an affidavit. Instead, his motion points to events that occurred before the November 2023 Consent Order, *i.e.*, Ms. Williams-Sammy’s departure from the Property

“on July 5, 2020[,]” her failure “to pay any amount towards” the mortgage “[s]ince January 2020[,]” and her notification to the mortgage lender “that she did not want to be a part of the modification” sometime before “January 26, 2022.”

January 2, 2025: The circuit court denied Mr. Sammy’s “Third Motion for Summary Judgment* (filed 11/14/2024)” (noting that his prior motions were filed on April 11 and May 21, 2024), and granted Ms. Williams-Sammy’s motion to dismiss, “clos[ing]” the case “for statistical purposes.”

January 3, 2025: Mr. Sammy moved to rescind the order closing this case, citing Ms. Williams-Sammy’s delay in responding while describing this case as “a derivative of” the Divorce Case in “# C-15-FM-22-003497.”

January 15, 2025: Mr. Sammy noted this timely appeal from the judgment dismissing this case.²

January 29, 2025: The circuit court denied Mr. Sammy’s motion for rescission of the order closing this case.

STANDARDS OF REVIEW

Maryland appellate courts review the dismissal of a complaint for failure to state a claim upon which relief could be granted without deference, asking whether the motion court was legally correct. *See Hollabaugh v. MRO Corp.*, 491 Md. 165, 171 (2025); *Royall*

² This was a final appealable judgment. *See Huertas v. Ward*, 248 Md. App. 187, 200-01 (2020) (explaining that an order qualifies as a final judgment when it adjudicates “the rights involved” or denies “the appellant the means of further prosecuting or defending his or her rights and interests in the subject matter of the proceeding” by effectively “putting the party out of court” (cleaned up)).

v. Dicks, No. 597, Sept. Term, 2024, 2026 WL 915029, at *4 (filed Apr. 3, 2026). “When doing so, we ‘assume the truth of, and view in a light most favorable to . . . the non-moving party, all well-pleaded facts and allegations contained in the complaint, as well as all inferences that may reasonably be drawn from them[.]’” *Royall*, 2026 WL 915029, at *4 (quoting *Hollabaugh*, 491 Md. at 171). The judgment may be affirmed “on any ground adequately shown by the record, even one upon which the circuit court has not relied or one that the parties have not raised.” *Sutton v. FedFirst Fin. Corp.*, 226 Md. App. 46, 74 (2015) (cleaned up).

In pertinent part, Maryland Rule 2-501, governing summary judgment, permits parties to “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[.]” but requires that “[t]he motion . . . be supported by affidavit if it is . . . based on facts not contained in the record.” Md. Rule 2-501(a). We review a ruling on a motion for summary judgment *de novo*, asking whether the moving party established that there was no genuine dispute of material fact. *See Webb v. Giant of Md., LLC*, 477 Md. 121, 135 (2021).

DISCUSSION

I. The motion court did not err in denying Mr. Sammy’s motions for a default order and for summary judgment.

We first address Mr. Sammy’s contention that he was entitled to both a default order and summary judgment. The rules governing both of these procedural shortcuts to judgment expressly require the moving party to file a supporting affidavit setting forth any

admissible facts that are not in the record. *See* Md. Rule 2-311(d) (“A motion or a response to a motion that is based on facts not contained in the record shall be supported by affidavit and accompanied by any papers on which it is based.”); Md. Rule 2-501(a) (“The motion shall be supported by affidavit if it is . . . based on facts not contained in the record.”); Md. Rule 2-501(c) (“An affidavit supporting . . . a motion for summary judgment shall be made upon personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavit.”).

Here, the motion court did not err in denying Mr. Sammy’s request for a default order because he did not file the affidavit required by Md. Rule 2-311(d), *i.e.*, an affidavit that Ms. Williams-Sammy was not in the military, pursuant to 50 U.S.C.A. § 3931(b). In any event, Ms. Williams-Sammy, having obtained counsel, filed her answer to Mr. Sammy’s complaint on May 27, 2024, before the court ruled on the default request and well within the thirty-day window that the court would have had broad discretion to vacate any order of default. *See* Md. Rule 2-613(d)-(e) (allowing defendant to “move to vacate the order of default within 30 days after its entry[,]” giving “reasons for the failure to plead and the legal and factual basis for the defense to the claim[,]” and authorizing the court to “vacate the order” if it “finds that there is a substantial and sufficient basis for an actual controversy as to the merits of the action and that it is equitable to excuse the failure to plead”). In her Answer, Ms. Williams-Sammy disputed facts material to Mr. Sammy’s claims and raised the claim preclusion defense that ultimately precipitated this dismissal.

Nor did the motion court err in denying Mr. Sammy’s motion for summary judgment because he did not file any supporting affidavits. Most relevant to this appeal, he failed to submit any admissible evidence regarding Ms. Williams-Sammy’s alleged failures to pay Property-related debts and to participate in Mr. Sammy’s efforts to modify the mortgage. Although Mr. Sammy verified his complaint by swearing “under the penalties of perjury that the contents of this pleading are true and correct to the best of [his] information, knowledge, and belief[,]” affidavits and affirmations made without “personal knowledge” “cannot be considered as admissible evidence sufficient to defeat summary judgment.” *Matter of Carpenter*, 264 Md. App. 138, 170 (2024), *cert. denied*, 490 Md. 290 (2025). *See* Md. Rule 2-501(c). Instead, an affidavit that accompanies a response to a summary judgment motion “must contain language that it is made on personal knowledge,” *A.J. Decoster Co. v. Westinghouse Elec. Corp.*, 333 Md. 245, 263 (1994), in accordance with Md. Rule 1-304, which establishes the following “form of the oath” based on personal knowledge: “I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document are true.” *See Carpenter*, 264 Md. App. at 171-72.

Without any affidavit authenticating his allegations or documents, Mr. Sammy’s motion for summary judgment was unsupported by admissible evidence. Absent such admissible evidence, the court did not err in denying it. *See id.*; Md. Rule 2-501(d).

II. The motion court did not err in dismissing Mr. Sammy’s complaint because his claims were precluded by the Consent Order in the Divorce Case.

Turning to Mr. Sammy’s principal contention that the motion court erred in dismissing his complaint, we conclude that the Consent Order bars a separate lawsuit over

the parties’ rights and responsibilities regarding the Property. Our decision reflects both the nature of consent orders and established principles of claim and issue preclusion.

Consent orders “are essentially agreements entered into by the parties which must be endorsed by the court. They have attributes of both contracts and judicial decrees.” *Chernick v. Chernick*, 327 Md. 470, 478 (1992). Like contracts, the fact that “the parties give up any meritorious claims or defenses they may have had in order to avoid further litigation” serves as consideration. *Suter v. Stuckey*, 402 Md. 211, 225 (2007) (cleaned up). See *Barnes v. Barnes*, 181 Md. App. 390, 410 (2008); *Smith v. Luber*, 165 Md. App. 458, 468 (2005).

Maryland courts have specifically recognized the validity of consent orders in family law disputes, even when one spouse has a change of heart about the agreement. See, e.g., *Chernick*, 327 Md. at 484 (affirming denial of motion to amend consent order regarding alimony and attorney’s fees); *Barnes*, 181 Md. App. at 418, 420-21 (enforcing consent order incorporating terms of agreement put on the record regarding retirement plans and health insurance by dismissing appeal); *Smith*, 165 Md. App. at 477 (affirming denial of motion to alter or amend consent agreement regarding retirement accounts in divorce proceeding). As this Court has pointed out, our Supreme Court in *Chernick*

addressed the impact of one of the parties’ change of mind on a consent order which had been signed and filed with the court. *Chernick*, 327 Md. at 484. [That Court] held that where the underlying bargaining was not unconscionable nor the product of duress, “[t]he fact that one of the parties may have changed his or her mind shortly before or after the submitted consent order was signed by the court does not invalidate the signed consent judgment.” *Id.* The contractual nature of the consent decree meant that when there was uncoerced “bargaining for the reciprocal promises made to one another” the end product should not be disturbed. *Id.* at 480. The public

policy of promoting settlement agreements by ensuring finality is another reason to disallow appeals from consent judgments. The Court in *Chernick* pointed to the desirability of settlement agreements that are binding and enforceable. *Id.* at 481.

Barnes, 181 Md. App. at 410-11 (cleaned up).

Implementing these principles of finality, appellate courts apply a general rule that the grounds for challenging court-approved settlements are limited to failures of consent, either “because the judgment was coerced, exceeded the scope of consent, or was not within the jurisdiction of the court, or for any other reason consent was not effective[.]” *Suter*, 402 Md. at 224 n.10. *See Chernick*, 327 Md. at 477 n.1; *Barnes*, 181 Md. App. at 411. For example, in both *Barnes*, 181 Md. App. at 411-12, and *Smith*, 165 Md. App. at 465-66, 468, consent agreements resulted from compromises that were reached with the aid of counsel and accepted by the court. This Court affirmed that such orders “have attributes of both contracts and judicial decrees[.]” so that they are “enforceable as” “a judicial decree that is subject to the rules generally applicable to other judgments and decrees” in that the parties “relinquished the right to litigate the controversy in exchange for a certain outcome and/or, perhaps expedience.” *Barnes*, 181 Md. App. at 415-16 (cleaned up). *See Hearn v. Hearn*, 177 Md. App. 525, 534 (2007). “[W]hen the language is clear and unambiguous we must presume that the parties meant what they expressed, leaving no room for construction.” *Barnes*, 181 Md. App. at 416 (cleaned up).

Here, Mr. Sammy’s allegations in this action collaterally challenge the validity of the Consent Order, which was finally adjudicated in the Divorce Case. Under established

principles of finality, Mr. Sammy cannot relitigate his grievances regarding the Property by bringing this separate lawsuit.

“Res judicata, or claim preclusion, restrains a party from litigating the same claim repeatedly and ensures that courts do not waste time adjudicating matters which have been decided or could have been decided fully and fairly.” *Att’y Grievance Comm’n of Md. v. Sperling*, 472 Md. 561, 585 (2021) (cleaned up). Res judicata applies when

(1) the parties in the present litigation are the same or in privity with the parties to the earlier litigation; (2) the claim presented in the current action is identical to that determined or that which could have been raised and determined in the prior litigation; and (3) there was a final judgment on the merits in the prior litigation.

Cochran v. Griffith Energy Servs., Inc., 426 Md. 134, 140 (2012) (cleaned up). Claim preclusion may warrant dismissal of an entire action. *See, e.g., Anne Arundel County Bd. of Educ. v. Norville*, 390 Md. 93, 97 (2005) (dismissing complaint asserting claims for age discrimination, wrongful discharge, and intentional infliction of emotional distress based on claim preclusion).

Alternatively, the doctrine of collateral estoppel, or issue preclusion, applies even though claims in a subsequent complaint may differ from claims in a prior action, “when an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment,” so that the prior “determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.” *Sperling*, 472 Md. at 585 (cleaned up).

“Both collateral estoppel and res judicata are based on the ‘judicial policy that the losing litigant deserves no rematch after a defeat fairly suffered, in adversarial

proceedings[.]” *Shapiro v. Hyperheal Hyperbarics, Inc.*, 263 Md. App. 424, 459-60 (2024) (quoting *Colandrea v. Wilde Lake Cmty. Ass’n*, 361 Md. 371, 391 (2000)), *aff’d*, 491 Md. 432 (2025). Res judicata applies when the same parties attempt to relitigate the same claim, because a judgment “between the same parties and their privies is a final bar to any other suit upon the same cause of action and is conclusive, not only as to all matters decided in the original suit, but also as to matters that could have been litigated in the original suit.” *Id.* at 459 (cleaned up). “[C]oncerned with the issue implications of the earlier litigation of a different case,” *Colandrea*, 361 Md. at 390,

[c]ollateral estoppel will bar relitigation of a fact or issue if the fact or issue previously decided was “identical with the one presented” in the current action; there was “a final judgment on the merits” in the prior adjudication; if “the party against whom the plea [of collateral estoppel] is asserted” was . . . “a party to the prior adjudication[;]” and the “party against whom . . . collateral estoppel] is asserted [was] given a fair opportunity to be heard on the issue” during the prior adjudication.

Shapiro, 263 Md. App. at 459 (quoting *Colandrea*, 361 Md. at 391).

Consequently, when

the second suit is between the same parties and is upon the same cause of action, a judgment in the earlier case on the merits is an absolute bar, not only as to all matters which were litigated in the earlier case, but as to all matters which could have been litigated [res judicata].

Id. (cleaned up). If there is “a second suit between the same parties, even though the cause of action is different, any determination of fact, which was actually litigated in the first case, is conclusive in the second case [collateral estoppel].” *Id.* at 459-60 (cleaned up).

Likewise, law of the case is a “corollary to res judicata keyed specifically to appellate decisions.” *Holloway v. State*, 232 Md. App. 272, 282 (2017). Falling

“somewhere beyond stare decisis and short of res judicata[,]” law of the case principles preclude relitigation of issues that this Court has fully and finally decided. *Id.* at 282-83 (cleaned up) (holding that a defense based on law of the case may be raised for the first time on appeal, either by a party or by the court). “[O]nce an appellate court rules upon a question presented on appeal, litigants and lower courts become bound by the ruling, which is considered to be the law of the case.” *Scott v. State*, 379 Md. 170, 183 (2004). Moreover, “[d]ecisions rendered by a prior appellate panel will generally govern the second appeal’ at the same appellate level as well[.]” *Id.* (quoting *Hawes v. Liberty Homes*, 100 Md. App. 222, 231 (1994)). Like res judicata and collateral estoppel, “the law of the case doctrine applies to both questions that were decided and questions that could have been raised and decided.” *Holloway*, 232 Md. App. at 282.

In this appeal, we apply law of the case from *Sammy I* and *Sammy II*, to recognize that Mr. Sammy, having failed to appeal from the denial of his request to withdraw from the Consent Order, must abide by its terms. *See id.* We also apply preclusion principles in concluding that Mr. Sammy was obligated to litigate his grievances concerning the Property in the Divorce Case, rather than to hold them for a “rematch” in this separate lawsuit. *See Shapiro*, 263 Md. App. at 459.

Regardless of how he styles them, Mr. Sammy’s claims in this action are Property-related grievances that arose before he agreed to the Consent Order. Despite his contention that this case concerns post-divorce conduct, in his motion for summary judgment, he pointed to events that occurred before the court issued the JAD in May 2023, and before the court implemented the parties’ consent agreement on November 3, 2023. Specifically,

these grievances included Ms. Williams-Sammy’s departure from the Property “on July 5, 2020[,]” her failure “to pay any amount towards” the mortgage “[s]ince January 2020[,]” and her notification to the mortgage lender “that she did not want to be a part of the modification” sometime before “January 26, 2022.” Mr. Sammy presumably considered all of those grievances before agreeing to amend the JAD so as to relieve him of his obligation under it to pay Ms. Williams-Sammy \$1,000 in monthly alimony, in exchange for his consent to vacate and list the Property for sale.

Based on this record, we are satisfied that these former spouses’ rights and responsibilities regarding the Property were finally litigated in the JAD, as modified by the Consent Order. Having had ample opportunity to assert his Property-related grievances before agreeing to compromise on the terms in the Consent Order in the Divorce Case, Mr. Sammy could not relitigate them in this separate lawsuit. In turn, because Mr. Sammy’s complaint seeking rescission of the Consent Agreement is claim- and issue-precluded, the motion court did not err in dismissing his complaint.

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