

Circuit Court for Baltimore County
Case No.: C-03-CV-23-001947

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 975

September Term, 2023

ISAAC EVANS

v.

EBONEE ROBINSON

Friedman,
Zic,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: March 8, 2024

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

Isaac Evans, appellant, sued Ebonee Robinson, appellee, in the Circuit Court for Baltimore County, alleging breach of contract related to a vehicle. Robinson had previously sued Evans for the same claim and was awarded a default judgment. Accordingly, she moved to dismiss Evans’s complaint as barred by *res judicata*. Following a hearing, the court granted Robinson’s motion and dismissed the case. This appeal followed.

On appeal, Evans contends that the circuit court erred in dismissing his suit because the issues he raised “are inherently different” than those decided in the prior case. According to him: “In the first case[,] the issue at hand was the return of the vehicle. In [this] case[,] the issue at hand is based on fraud and deceit.” We review the grant of a motion to dismiss *de novo*. *D.L. v. Sheppard Pratt Health Sys., Inc.*, 465 Md. 339, 350 (2019).

Res judicata prevents a party from relitigating a claim that has already been fully and fairly decided. *Facey v. Facey*, 249 Md. App. 584, 608 (2021). Its elements are: (1) the parties in both cases are the same; (2) the claim presented in both cases is the same; and (3) there was a final judgment on the merits. *Id.* “When these three elements are present, the first claim is merged into the judgment and bars the second claim.” *Id.* (cleaned up).

The fact that a prior proceeding was resolved by entry of a default judgment does not change this: “The state can do no more than give the litigant ‘a day in court’; if he does not utilize it but suffers the decision to go against him by default, he is as conclusively and finally bound by it, as though he had actively contested it.” *Bank of New York Mellon v. Nagaraj*, 220 Md. App. 698, 707 (2014) (cleaned up). *Res judicata* will also bar “claims

based on facts that could have constituted a defense or counterclaim in a prior proceeding” even if they were not presented. *Facey*, 249 Md. App. at 608.

The parties in this case are the same as in the prior case. Evans’s complaint here also alleged a breach of the same contract at issue in the prior proceeding. And his claims of “fraud and deceit” surrounding the contract are based on alleged facts that occurred before that proceeding—*i.e.*, they “could have constituted a defense or counterclaim” there. *Id.* The trial court here observed as much at the hearing on Robinson’s motion. Evans did not disagree but argued, instead, that he “wasn’t prepared” for the prior proceeding. But “he is [still] as conclusively and finally bound by [the default judgment], as though he had actively contested it.” *Nagaraj*, 220 Md. App. at 707 (cleaned up). Accordingly, because the elements of *res judicata* were met, the circuit court did not err in dismissing Evans’s complaint.

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