

Circuit Court for Prince George's County  
Case No. C-16-CV-22-001057

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1280

September Term, 2023

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ELECTRICAL SERVICES, LLC

v.

FCW JUSTICE, INC.

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Zic,  
Ripken,  
Getty, Joseph M.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Zic, J.

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Filed: August 7, 2025

\* 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 Maryland Rule 1-104(a)(2)(B).

This case arises from a December 2022 complaint (“Complaint”) filed by Electrical Services, LLC (“Electrical Services”), appellant, against FCW Justice, Inc. (“FCW Justice”), appellee, alleging breach of contract and requesting a mechanic’s lien. In May 2023, following a show cause hearing that FCW Justice did not attend, the Circuit Court for Prince George’s County entered an order establishing the requested mechanic’s lien (“Lien Order”). On June 22, 2023, FCW Justice filed a “Motion to Release Mechanic’s Lien, or in the Alternative, Stay Enforcement of Mechanic’s Lien” (“Motion to Release”). The court granted the Motion to Release and “withdr[ew]” the Lien Order in a single order entered on August 8, 2023 (“Release Order”). This timely appeal followed.

Electrical Services presents four questions for our review, which we have recast into one and rephrased as follows:<sup>1</sup> Whether the circuit court erred in issuing the Release Order. For the following reasons, we remand to the circuit court to clarify the record.

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<sup>1</sup> Electrical Services phrased the questions as follows:

- I. Whether the [c]ircuit [c]ourt erred in granting FCW Justice’s June 22, 2023 Motion to Release Lien, in releasing the final mechanic’s lien, and in withdrawing its May 2, 2023 Final Order establishing the mechanic’s lien.
- II. Whether Electrical Services released its right to sue FCW Justice and to obtain a mechanic’s lien because Electrical Services had filed Articles of Cancellation prior to filing its Complaint to establish and enforce mechanic’s lien.
- III. Whether Electrical Services has a right to sue FCW Justice and to file for a mechanic’s lien in order to collect

(continued)

## **BACKGROUND**

On April 6, 2022, FCW Justice contracted with Electrical Services to complete work at a construction project located on a property owned by FCW Justice in Lanham, Maryland. Electrical Services began work in April 2022 and completed approximately \$132,050 worth of work through October 2022. On October 4, 2022, Electrical Services sent a contract termination notice to FCW Justice, explaining that FCW Justice “failed to cure” prior notices of default.

Electrical Services filed the two-count Complaint on December 12, 2022, requesting that the circuit court establish a mechanic’s lien against FCW Justice in the amount it was allegedly owed under the contract (\$107,050), and claiming that FCW Justice breached the contract. On February 28, 2023, the court entered a show cause order scheduling a hearing for April 14, 2023, and ordering FCW Justice to file either a counter-affidavit or verified answer by March 24, 2023. FCW Justice did not file either a counter-affidavit or verified answer, and did not attend the show cause hearing on April 14.

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Electrical Services’ assets and wind up its business affairs under MD Code, Corporations and Associations, §[ ]4A-908.

IV. Whether FCW Justice waived its right to raise its defense (that Electrical Services released its right a mechanic’s lien because it had filed Articles of Cancellation prior to filing for a mechanic’s lien) to Electrical Services’ Complaint to establish and enforce mechanic’s lien because FCW Justice failed to timely file a counter-affidavit or verified answer to Electrical Services’ mechanic’s lien petition and because FCW Justice failed to appear at the show cause hearing.

On May 4, 2023, the circuit court entered the Lien Order. In relevant part, the Lien Order ordered that:

[FCW Justice], the owner of the [ ]property, land and improvements[ at the Lanham construction project site], may file a bond in the sum of \$107,050.00, plus contractual pre-judgment interest of \$3,746.75, plus contractual attorneys' fees of \$3,120.00, plus post-judgment interest at the legal rate, to have the property, land and improvements [at the Lanham construction project site] released from the mechanic's lien established hereby;

**AND IT IS FURTHER ORDERED**, that the above-described property, land and improvements (the "property") shall be sold unless the amount of the aforesaid Mechanic's Lien, including contractual pre-judgment interest, contractual attorneys' fees and post-judgment interest, be paid on or before the 3rd day of July, 2023;

**AND IT IS FURTHER ORDERED**, that [Electrical Services' trial counsel] shall be and he is hereby appointed Trustee to make such sale, and the course and manner of his proceedings shall be as follows:

[Electrical Services' trial counsel] shall not be required to post any bond. He shall proceed to sell the property at either public or private sale; if at public sale, he shall give notice at least once in each week for three consecutive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one week prior to sale, said notice by advertisement inserted in such daily newspaper or newspapers published in Prince George's County as he shall deem proper of the time, place, manner and terms of sale; or the Trustee may report to this Court for approval any offer which he may receive at private sale, which to him may seem reasonable, and as soon as may be convenient after said sale, the Trustee shall return to this Court a full and particular account of his proceeding relative to said sale, with an annexed affidavit of the truth thereof and of the fairness of said sale[ . . . .]

One week later, FCW Justice filed a “Motion to Dismiss Petition to Establish and Enforce Mechanic’s Lien and [Complaint]” (“Motion to Dismiss”). In the Motion to Dismiss, FCW Justice contended that because Electrical Services’ “actions were the cause of the breach,” the request for a mechanic’s lien should be denied and the Complaint dismissed. In its opposition to the Motion to Dismiss, Electrical Services argued that FCW Justice had admitted to the facts contained in the Complaint when it did not file either a counter-affidavit or verified answer as required by the court’s February 28, 2023 order. FCW Justice then requested that the court construe the Motion to Dismiss as “a motion to reconsider, alter or amend pursuant to Maryland Rule[s] 2-534 and 2-535[,]” based on alleged “ineffective assistance of counsel[.]”

The circuit court denied the Motion to Dismiss on June 15, 2023. FCW Justice subsequently filed a motion for an order releasing the Lien Order, or alternatively, staying its enforcement (previously, “Motion to Release”). The memorandum in support of the Motion to Release claimed that “on or around August 29, 2022[,]” Electrical Services became a “dissolved and . . . terminated” limited liability corporation (“LLC”). Therefore, FCW Justice reasoned, Electrical Services lacked “corporate standing” to file the Complaint. Electrical Services argued in response that FCW Justice admitted to the facts contained in the Complaint by not submitting a counter-affidavit or verified answer pursuant to the February 28, 2023 order, and that accordingly, the court should deny the Motion to Release.

On August 8, 2023, the circuit court, without holding a hearing, granted the Motion to Release in a written order (“Release Order”),<sup>2</sup> which states:

Upon consideration of [FCW Justice’s] Motion to Release Mechanic’s Lien or, in the Alternative, to Stay Enforcement of Mechanic’s Lien (the “Motion”), and the Memorandum of Points and Authorities filed in support thereof, as well as any opposition thereto, it is

ORDERED, that [FWC Justice’s] Motion be, and the same hereby is, GRANTED; and it is further,

ORDERED, that the Final Mechanic’s Lien entered pursuant to [the Lien Order] entered by this [c]ourt on May 2023, by and the same hereby is RELEASED; and it is further

ORDERED, that the [Lien Order] entered by this [c]ourt on May 4, 2023 by, and the same hereby is WITHDRAWN.

Electrical Services filed a timely appeal. We supply additional facts below as necessary.

## DISCUSSION

### I. THE RECORD REQUIRES CLARIFICATION BY THE CIRCUIT COURT.

As a threshold matter, we must address whether the Release Order is an immediately appealable order. FCW Justice argues that the Release Order “merely withdrew the mechanic’s lien and did not dismiss or otherwise resolve the actual merits of whether Electrical Services is entitled to a lien.” FCW Justice further argues that the

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<sup>2</sup> We note that the Maryland Electronic Courts (“MDEC”) system indicates that the Complaint was “[d]ismissed” on August 8, 2023. While this entry adds to the ambiguity of the Release Order, it does not, by itself, constitute a judgment by the court. *See* Md. Rule 2-601(a)(1) (“[e]ach judgment shall be set forth on a separate document . . .”); *see also* Md. Rule 2-601(b)(2) (“[t]he clerk shall enter a judgment by making an entry of it on [MDEC] . . . along with such description of the judgment as the clerk deems appropriate”).

second count of the Complaint, which alleged breach of contract, has not been resolved by the circuit court. FCW Justice does not make any arguments concerning the legal error alleged by Electrical Services. In its reply, Electrical Services contends that the Release Order is appealable pursuant to § 12-303(1) of the Courts & Judicial Procedure (“CJP”) Article of the Maryland Code (1974, 2020 Repl. Vol.). Electrical Services alternatively argues that the Release Order “would be effectively unreviewable if the appeal had to await the entry of a final judgment[,]” thereby making it immediately appealable under the collateral order doctrine.

**A. Legal Framework**

Generally, appeals may be taken only from final judgments. *See* CJP § 12-301 (“[A] party may appeal from a *final judgment* entered in a civil . . . case by a circuit court.”) (emphasis added). A final judgment is one that “disposes of all claims against all parties.” *Miller Metal Fabrication, Inc. v. Wall*, 415 Md. 210, 220 (2010) (internal marks and citation omitted); *see also* CJP § 12-101(f) (defining final judgment as “a judgment, decree, sentence, order, determination, decision, or other action by a court[] . . . from which an appeal, application for leave to appeal, or petition for certiorari may be taken”). An order releasing a mechanic’s lien is not a final judgment if other claims in the same case are still pending. *See Maietta v. Greenfield*, 267 Md. 287, 296 (1972).

There are three exceptions to the general final judgment requirement: “appeals from interlocutory orders specifically allowed by statute; intermediate appeals permitted under Maryland Rule 2-602; and appeals from interlocutory rulings allowed under the common law collateral order doctrine.” *Johnson v. Johnson*, 423 Md. 602, 607 (2011)

(citation omitted). The first category of exceptions is codified in CJP § 12-303, which lists various types of immediately appealable—albeit non-final—orders. Relevant here, CJP § 12-303(1) allows a party to take an immediate appeal from “[a]n order entered with regard to the possession of property with which the action is concerned[.]” Neither party argues that Maryland Rule 2-602 applies in the instant appeal.

The third exception to the final judgment rule, the collateral order doctrine, is a “judicially created fiction, under which certain interlocutory orders are considered to be final judgments, even though such orders are clearly *not* final judgments[.]” *Addison v. Lochearn Nursing Home, LLC*, 411 Md. 251, 284 (2009) (citation omitted). The doctrine is a “very limited exception . . . [that] may be invoked only in extraordinary circumstances when a conjunctive four-part test is met.” *In re Tr. Under Item Ten of Last Will & Testament of Lanier*, 262 Md. App. 396, 413 (2024) (citation omitted).

For the collateral order doctrine to apply, the appealed “order (1) must conclusively determine the disputed question, (2) resolve an important issue, (3) resolve an issue that is completely separate from the merits of the action, and (4) be effectively unreviewable if the appeal had to await the entry of a final judgment.” *Id.* (citing *Ehrlich v. Grove*, 396 Md. 550, 563 (2007)). Each requirement is necessary, and all are “very strictly applied.” *Id.* (citation omitted) (cleaned up).

## **B. Analysis**

Here, the Release Order is not made immediately appealable by CJP § 12-303(1). An order releasing a mechanic’s lien does not automatically grant or divest a party of the right to possess property. *See McCormick Const. Co. v. Deerco Rd. Ltd. P’ship*, 79 Md.



App. 177, 181 (1989) (declining to extend “possession of property” to include a petition to establish a mechanic’s lien). Thus, because the Lien Order did not give Electrical Services a right to possess the property over which the lien was sought, the Release Order does not divest Electrical Services of possession of property, and § 12-303(1) does not apply.

Turning to the collateral order doctrine, we are unable to discern whether this exception renders the Release Order immediately appealable. The circuit court granted the Motion to Release without stating whether Electrical Services’ absence of “corporate standing” barred it from filing the Complaint altogether, or merely from enforcing the Lien Order. It is, therefore, unclear if the Release Order “conclusively determine[s] the disputed question” by dismissing the Complaint in its entirety. *In re Tr. Under Item Ten of Last Will & Testament of Lanier*, 262 Md. App. at 413. Given this ambiguity, we remand to the circuit court for clarification with the specifications explained below.

### CONCLUSION

Based on the record before this Court, we cannot determine whether the Release Order dismissed the Complaint in its entirety, or alternatively, merely withdrew the Lien Order and rejected Electrical Services’ request to establish a mechanic’s lien. For this reason, we exercise our discretion under Maryland Rule 8-604(d) and remand for the circuit court to clarify or modify as appropriate the Release Order. In doing so, the court must explain whether the Complaint is dismissed, and if so, for what reason(s).

This Court shall retain jurisdiction to review the merits of this appeal following the circuit court’s clarification on remand. The circuit court, accordingly, shall transmit

its on-the-record explanations, and any modifications to or clarification of the Release Order, to this Court. If, in its review, the circuit court determines that the record requires any correction, the court shall explain the need for correction and shall direct the clerk of that court to make any such corrections prior to the return of the record to this Court. The appeal shall be stayed pending remand to the circuit court. We hold the assessment of costs in abeyance to be determined in this Court's subsequent opinion following the return of this case from remand.

**PURSUANT TO MARYLAND RULE  
8-604(d), CASE REMANDED, WITHOUT  
AFFIRMANCE OR REVERSAL, TO THE  
CIRCUIT COURT FOR PRINCE  
GEORGE'S COUNTY FOR FURTHER  
PROCEEDINGS CONSISTENT WITH  
THIS OPINION; APPEAL STAYED;  
ASSESSMENT OF COSTS HELD IN  
ABEYANCE.**