

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

ELECTRICAL SERVICES, LLC

v.

FCW JUSTICE, INC.

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

JJ.

Opinion by Zic, J.

Filed: September 19, 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 returns to us following a remand to the Circuit Court for Prince George’s County. In our first opinion in the same matter, *Electrical Servs., LLC v. FCW Justice, Inc.*, No. 1280, Sept. Term 2023, 2025 WL 2253949 (Md. App. Aug. 7, 2025), we stayed the appeal and remanded the case to the circuit court with instructions to clarify the effect of the challenged Release Order. *Id.* at *4-5. In light of the clarification, we conclude that the Release Order is not immediately appealable and, accordingly, dismiss.

BACKGROUND¹

On April 6, 2022, FCW Justice contracted with Electrical Services to complete construction work on a property owned by FCW Justice in Lanham, Maryland. Several months later, 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. It then filed the Complaint with the circuit court on December 12, 2022, alleging one count of breach of contract and, in a separate count, requesting establishment of a mechanic’s lien against FCW Justice in the amount allegedly owed under the contract (\$107,050). FCW Justice did not file either a counter-affidavit or verified answer, and did not attend the show cause hearing on April 14, 2023.

On May 4, 2023, the circuit court entered the Lien Order as requested by Electrical Services. One week later, FCW Justice filed a motion to dismiss the Lien Order and the

¹ We include an abridged version of the underlying events here. For a detailed recitation of the facts and procedure, Electrical Services’ questions presented, the parties’ arguments, and the abbreviations adopted by this Court, see *Electrical Servs., LLC*, 2025 WL 2253949.

Complaint, contending that because Electrical Services’ “actions were the cause of the breach,” Electrical Services’ request for a mechanic’s lien should be denied and the Complaint dismissed. 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 enforcement of the Lien Order. The memorandum in support of the motion claimed that “on or around August 29, 2022[,]” Electrical Services became a “dissolved and . . . terminated” limited liability corporation. Therefore, FCW Justice reasoned, Electrical Services lacked “corporate standing” to file the Complaint. Electrical Services countered 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, therefore, that 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”). Electrical Services filed a timely appeal. We stayed the appeal and remanded to the circuit court with instructions to clarify the Release Order’s effect on the Complaint. *See Electrical Servs., LLC*, 2025 WL 2253949. On remand, the court explained that the Release Order “only withdrew the mechanic’s lien” and did not dismiss the Complaint in its entirety. We now dismiss the appeal.

DISCUSSION

I. THE RELEASE ORDER IS NOT IMMEDIATELY APPEALABLE.

As is always our practice, we must determine whether a challenged judgment is a final judgment before reaching its merits. Md. Code Ann., Cts. & Jud. Proc. (“CJP”)

(1974, 2020 Repl. Vol.) § 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). An order releasing a mechanic’s lien is not, by itself, a final judgment. *See Maietta v. Greenfield*, 267 Md. 287, 296 (1972).

Our prior opinion in this matter outlined the three exceptions to the general final judgment requirement, *Electrical Servs., LLC*, 2025 WL 2253949, at *4, and concluded that CJP § 12-303(1) did not render the Release Order immediately appealable. We did not address the second exception under Maryland 2-602 because neither party argued that it applied. *Id.*

Now at issue is the third exception, the collateral order doctrine, which is a “judicially created fiction[] under which certain interlocutory orders are considered to be final judgments, even though such orders clearly are *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).

To constitute a collateral order, “the order must (1) 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)). All four elements are necessary and “very strictly applied.” *Id.* (citation omitted) (cleaned up).

As applied here, the collateral order doctrine does not render the Release Order immediately appealable because the Release Order does not resolve the legal claim upon which the Complaint is based: namely, whether FCW Justice breached the parties’ contract. *See id.* at 413; *see also Brendsel v. Winchester Const. Co., Inc.*, 162 Md. App. 558, 581 (2005) (“A mechanic’s lien [] is only a means of receiving payment[] it is not a claim upon which the lien is founded.”). Therefore, the Release Order does not “conclusively determine the disputed question[.]” *In re Tr. Under Item Ten of Last Will & Testament of Lanier*, 262 Md. App. at 413. Because the first element of the collateral order doctrine fails, the doctrine cannot make the Release Order immediately reviewable, and we dismiss the appeal. *See id.*; *see also Stephens v. State*, 420 Md. 495, 503 (2011) (declining to address additional elements of the collateral order doctrine when appealed order did not satisfy the first and second elements).

CONCLUSION

We hold that the Release Order is not appealable under the collateral order doctrine and, accordingly, dismiss.

**APPEAL DISMISSED; COSTS TO BE
PAID BY APPELLANT.**