

Circuit Court for Baltimore County
Case No.: C-03-CV-23-004360

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1740

September Term, 2024

OLIVER M. OJIH

v.

NAVY FEDERAL CREDIT UNION

Graeff,
Beachley,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: September 17, 2025

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

In October 2023, Appellee Navy Federal Credit Union sued Appellant Oliver M. Ojih, in the Circuit Court for Baltimore County, alleging breach of contract. Its claims stemmed from Ojih’s unpaid credit card and unsecured loan debt. Ojih moved to dismiss for failure to join a necessary party, arguing that, because the alleged debt accrued during his marriage, his (recently) ex-wife was a necessary and indispensable party. The court denied Ojih’s motion on May 7, 2024.

When Ojih failed to file an Answer by August 14, Navy Federal requested an Order of Default.¹ The court granted the request and issued a default order the next day. Ojih did not move to vacate the order within 30 days, so Navy Federal moved for a default judgment. On October 9, the court granted the motion and entered a judgment by default against Ojih. He moved to vacate it the next day. After a hearing, the court denied Ojih’s motion. This appeal followed.

In Maryland, obtaining a default judgment is a two-step process. *See Franklin Credit Mgmt. Corp. v. Nefflen*, 436 Md. 300, 315–18 (2013). At the first step, “[i]f the time for pleading has expired and a defendant has failed to plead as provided by [the Maryland] [R]ules, the court, on written request of the plaintiff, shall enter an order of default.” Md. Rule 2-613(b). This Order is “a determination of liability” that will be overturned only if the order is vacated. *Franklin Credit*, 436 Md. at 317 (cleaned up). If the defaulting party does not move to vacate the default order within 30 days after its entry, “[t]he issue of liability is foreclosed[.]” *Flynn v. May*, 157 Md. App. 389, 405 (2004) (cleaned up). As to

¹ Navy Federal first requested an Order of Default on May 9, but the circuit court denied the request as premature. *See* Md. Rule 2-321(c).

the second step, “the court, upon request, may enter a judgment by default that includes a determination as to the liability and all relief sought, if it is satisfied (1) that it has jurisdiction to enter the judgment and (2) that the notice required by [Rule 2-613(c)] was mailed.” Md. Rule 2-613(f). “A default judgment entered in compliance with [Rule 2-613] is not subject to the revisory power under Rule 2-535(a) except as to the relief granted.” Md. Rule 2-613(g).

Here, Ojih did not move to vacate the Order of Default within 30 days of its entry. As a result, once the circuit court entered the default judgment, he could no longer contest liability; he could challenge only the relief granted—*i.e.*, damages. *See Wells v. Wells*, 168 Md. App. 382, 393 (2006). On appeal, Ojih concedes that the circuit court had jurisdiction to enter the judgment and that the notice required by Rule 2-613(c) was mailed.² Even so, he presents three arguments for why the judgment should have been vacated: (1) Navy Federal failed to join a necessary party; (2) he was unable to file his Answer timely because of a medical issue; and (3) he had a meritorious defense because the debt was marital debt. None of these arguments address the issue of damages, however, and, therefore, cannot justify vacating a properly entered default judgment. *See* Md. Rule 2-613(g).

Moreover, despite his alternative argument, Rule 2-535(b) does not aid Ojih here. To be sure, “[t]he narrow revisory power of the [circuit] court under Rule 2-535(b) is unaffected by Rule 2-613(g).” *Wells*, 168 Md. App. at 394. But that revisory power requires

² In his reply brief, Ojih concedes the notice was mailed, yet two pages later seems to claim it was not. In any event, a review of the circuit court’s docket confirms that the notice was mailed to Ojih at his address of record on August 15, 2024.

a showing of “fraud, mistake, or irregularity.” Md. Rule 2-535(b). Ojih claims an irregularity exists here because the circuit court, upon receiving Navy Federal’s motion for default judgment, scheduled a hearing but entered the judgment before the hearing occurred. This is not an irregularity within the meaning of Rule 2-535(b) because the hearing was not necessary to determine the amount of damages, *see* Md. Rule 2-613(f), and Ojih was sent notice of the relevant filings and orders, *cf. Md. Lumber Co. v. Savoy Constr. Co.*, 286 Md. 98, 100–01 (1979) (holding that the failure of a clerk to notify a party of an entry of judgment constituted an irregularity, justifying the court to set aside the enrolled judgment). Consequently, the circuit court did not err or abuse its discretion in entering a default judgment against Ojih and denying his motion to vacate the judgment.

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