Circuit Court for Baltimore City
Case No. 24-C-17-000556

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2077

September Term, 2023

KEVIN BATISTE, ET AL.,

v.

GERVONTA B. DAVIS.

Wells, C.J.,
Nazarian,
Zarnoch, Robert A.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: May 5, 2025

On December 4, 2019, appellants, Kevin Batiste and Wayne Roy (together, "Creditors") received a default judgment in the amount of $390,000 against appellee, Gervonta Davis, stemming from a breach of contract complaint for Roy's three months of services to Davis as his boxing manager. On January 3, 2022, Creditors and Davis entered into an agreement whereby Davis paid Creditors $468,000 to satisfy the judgment. After receiving payment, Creditors did not record the judgment satisfied and continued to pursue discovery efforts. Davis did not respond to any of these discovery requests. Eventually, on July 27, 2023, an order was sent to Davis requiring him to show cause.

On August 25, 2023, Davis responded to the show cause and moved for the judgment to be declared satisfied under Maryland Rule 2-626(b). On September 13, 2023, the Circuit Court for Baltimore City held a hearing, and the court granted Davis's motion to order the judgment satisfied, separately ordered the judgement satisfied, and discharged Creditors' motion to show cause. On November 14, 2023, Creditors' Motion for Reconsideration was denied. On December 13, 2023, Creditors filed a timely appeal to this Court.

Creditors present two questions for our review, which we reduced and rephrased to one:[1]

1. Did the circuit court err in ordering that Creditors' judgment against Davis was satisfied?

For the reasons set forth below, we conclude Creditor's judgment was satisfied, and the circuit court acted properly in so ordering. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

Davis is a highly successful, world-champion boxer who currently holds the World Boxing Association's lightweight title. But in 2013 Davis was beginning his ascent through the ranks. On October 22, 2013, Davis signed a management contract with Roy. The contract provided Roy would be Davis's manager for five years and receive 15% of all money Davis won in boxing contests during that time. In November 2013, Davis desired new managers. On February 6, 2014, Roy and Kevin Batiste signed with Davis a "Confidential Settlement Agreement and Full and Final General Release," which provided that Creditors would release Davis from the 2013 contract in exchange for $35,000 to be paid within 24 months. On February 7, 2014, Davis and Roy both signed a notarized

[1] Batiste's verbatim questions are:

1. Whether the trial court erred in ordering that the judgment entered in this case be and is satisfied?
2. Whether the trial court properly denied judgment creditors' discovery in aid of enforcement?

document stating the 2013 contract was "terminated and voided effective immediately" and "neither of these . . . parties will be financially obligated to each other from this day forward".[2]

On February 6, 2017, Creditors filed a complaint for breach of contract in the Circuit Court for Baltimore City. The complaint alleged that Creditors only received $2,000 of the $35,000 owed to them according to the Confidential Settlement Agreement, and the 24 months to pay them ended on February 6, 2016. The complaint alleged this was a material breach of contract and triggered one of the Confidential Settlement Agreement's clauses, which granted Creditors, among other things, "the right to fully reinstate the management agreement with Davis, and Davis shall have been deemed to automatically consent to the reinstatement of the management agreement." In their brief to this Court, Creditors calculate that the re-instated contract meant Creditors were entitled to 15% of Davis's earnings from fights between February 7, 2016, (the date following the breach) to October 22, 2020 (1,718 days remaining on the 5-year contract) ("second managerial period").[3]

[2] Davis alleges in his brief that appellants did not provide the 2014 release of financial obligation to the court in any of the *ex parte* or other judicial proceedings. We do not see mention of the 2014 release in the record before us. Davis's current attorneys state they discovered it recently through a subpoena to the Maryland State Athletic Commission.

[3] Creditors' calculation of the contract period, which is not in dispute, reads verbatim as follows:

Creditors served Davis with the complaint and made numerous attempts to engage in discovery, but Davis never responded to any of filings or discovery requests. Due to Davis's failure to appear or respond, the Circuit Court for Baltimore City entered an order of default against Davis on May 7, 2018. After further unsuccessful discovery attempts, Creditors eventually received an order in May 2019 to attach their judgment to Davis's future earnings.

In their brief to this Court, Creditors state they filed a motion for default judgment with the circuit court on October 4, 2019, and it was granted on October 30, 2019.[4] On December 2, 2019, a hearing was held (which Creditors characterize as an inquisition hearing on damages), which Davis did not attend. At the hearing, Creditors told the court they were entitled to a default judgment of $390,000 because they had contracts proving Davis participated in three fights during the second managerial period with total earnings of $2,600,000. Creditors stated they were entitled to 15% of those earnings under the re-instated contract, which equaled $390,000. Creditors also told the court they believed there

> The Management Contract was entered into on October 22, 2013[,] and the Settlement Agreement was entered into on February 6, 2014, amounting to a period of 107 days. When the Management Contract was reinstated in February 2016, the original period of 107 days was counted against the total contract days of 1,825 days (5 x 365 = 1,825), revealing that the reinstated contract would continue forward for another 1,718 days (1,825 – 107 = 1,718). Thus, Appellants' reinstated contract period extended from February 7, 2016 (immediately following the breach) to October 22, 2020, in order to capture the full 5-year period of the Management Contract.

[4] Neither the motion nor the order granting the motion are in the record.

were other fight contracts during this period, but they could not get evidence of the contracts because Davis failed to respond to their discovery efforts. Additionally, Creditors advised the court they attempted to serve the previous 2018 order on promoters of Davis's fights, but they also refused to comply with the order. Creditors requested a default judgment of $390,000 for the known contracts and asked the circuit court "as we pursue other -- the remaining [15] percent for future fights, this judgment would be subject to revision."[5] On December 4, 2019, the court entered an order that judgment be entered in favor of Creditors "in the amount of $390,000 against [Davis,]" which also stated, "this Order may be subject to future modification by this Court" (the "2019 Judgment").

Creditors then attempted to file garnishment orders against several promoters of Davis's upcoming fights through the State Court of Fulton County, Georgia. Davis eventually decided to settle with Creditors. On January 3, 2022, Collectors and Davis signed a memorandum titled "Re: Agreement to Satisfy Judgment: Batiste and Roy vs. Gervonta B. Davis" that memorialized their agreement. The relevant parts state:

> Our firm represents Mr. Gervonta B. Davis ("Davis" or Defendant), and your firm represents Mr. Kevin Batiste and Mr. Wayne Roy (together, the "Plaintiffs" and collectively the "Parties").
>
> **Davis is currently the subject of a judgment in favor of Plaintiffs** (**the "Judgment"**), in the principal amount of $390,000, plus post-judgment interest and other potential costs, which **Davis and the Plaintiffs agree to be equal $468,000** (the **"Judgment Amount"**).

[5] The transcript says "50 percent" but this appears to be a mis-transcription as the Creditors were entitled to 15% of earnings in the original contract and quoted this statement as 15% in their brief.

> In connection with the Judgment, your firm, on behalf of Plaintiffs, initiated garnishment actions against various third parties, including (without limitation to others), Mayweather Promotions, LLC, TGB Promotions, LLC, GTD Promotions, LLC, Haymon Boxing, LLC and Haymon Sports, LLC (collectively, known and unknown, the "Garnishees"), and Plaintiffs have obtained default judgments against such Garnishees (the "Garnishment Judgments").
>
> **On behalf of our respective clients, our firms enter into this Agreement to Satisfy Judgment** (this "Agreement"), whereby, **Davis agrees to pay to Plaintiffs**, by wire transfer to the trust account of your law firm, pursuant to wire instructions attached hereto as Exhibit A, the entire Judgment Amount in the following installments (each, an "Installment"):
>
> 1. $250,000 within 2 business days of your firm signing and returning a counterpart to this Agreement (the "Effective Date");
>
> 2. $109,000 within thirty (30) days of Effective Date; and
>
> 3. $109,000 within sixty (60) days of the Effective Date.
>
> * * * *
>
> Within five (5) business days of the full payment of the Judgment Amount (plus any Default Interest, if applicable), **Plaintiffs shall make such filings as appropriate with all applicable courts to record the full satisfaction of the Judgment against Davis and the full satisfaction of the Garnishment Judgment against the Garnishees**. For the period of time in which Davis is not in breach of payment of the Installments, your firm, Plaintiffs, and all designees shall stop all collection and enforcement actions against Davis and each of the Garnishees, and use commercially reasonable efforts to postpone any action with any applicable court relating to same.
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> * * * *

(underline in original) (bold added) (the "Agreement"). Davis then paid Creditors $468,000 in accordance with the terms of the Agreement. On May 27, 2022, Creditors then entered "Notice[s] of Satisfaction" of judgment with the State Court of Fulton County, Georgia, in

the cases against Davis's promoters listed in the Agreement. However, Creditors did not record the judgment as satisfied against Davis with the Circuit Court for Baltimore City.

Despite the Agreement, Creditors continued further discovery efforts through the Circuit Court for Baltimore City. Davis did not respond to those discovery attempts, resulting in Creditors filing two motions to compel on March 14 and March 30, 2023. Creditors also filed two motions for Davis to show cause why he failed to respond to the discovery request on April 11 and July 18, 2023. Creditors apparently did not tell the court about the 2022 Agreement to Satisfy Judgment in its motions to compel or motions for rule to show cause. On July 27, 2023, the court granted Creditors' second show cause order and set a hearing for September 13, 2023. On August 25, 2023, Davis responded to the show cause order and moved to order the judgment satisfied pursuant to Maryland Rule 2-626(b).[6] On September 13, 2023, after a hearing, the court granted Davis's motion, ordered

[6] Maryland Rule 2-626 states:

> (a) Entry Upon Notice. Upon being paid all amounts due on a money judgment, the judgment creditor shall furnish to the judgment debtor and file with the clerk a written statement that the judgment has been satisfied. Upon the filing of the statement the clerk shall enter the judgment satisfied.
>
> (b) Entry Upon Motion. If the judgment creditor fails to comply with section (a) of this Rule, the judgment debtor may file a motion for an order declaring that the judgment has been satisfied. The motion shall be served on the judgment creditor in the manner provided in Rule 2-121. If the court is

Creditors' show cause why the debt was not discharged, and ordered "the judgment in this case is satisfied." After the court denied Creditors' motion for reconsideration, they filed this timely appeal.

STANDARD OF REVIEW

"A determination of whether judgment has been satisfied is a question of law that we review *de novo*." *Stevenson v. Branch Banking And Tr. Corp.*, 159 Md. App. 620, 633 (2004). "A satisfaction of a judgment is an acceptance of full compensation for the injury." *Id.* at 633–34.

DISCUSSION

I. The Circuit Court Correctly Found Creditors' Judgment Against Davis Was Satisfied.

A. Parties' Contentions

Creditors assert the $468,000 in the 2022 Agreement only satisfied the amount owed to them under three of Davis's fights. Further, they argue the 2019 Judgment's provision

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> satisfied from an affidavit filed by the judgment debtor that despite reasonable efforts the judgment creditor cannot be served or the whereabouts of the judgment creditor cannot be determined, the court shall provide for notice to the judgment creditor in accordance with Rule 2-122.
>
> (c) Costs and Expenses. If the court enters an order of satisfaction, it shall order the judgment creditor to pay to the judgment debtor the costs and expenses incurred in obtaining the order, including reasonable attorney's fees, unless the court finds that the judgment creditor had a justifiable reason for not complying with the requirements set forth in section (a). If the motion for an order of satisfaction is denied, the court may award costs and expenses, including reasonable attorney's fees, under Rule 1-341.

stating it "may be subject to future modification by this Court" allows them to continue discovery to aid enforcement of other fights from which they allege to be owed money. Creditors thus claim the issue is whether they are entitled to further discovery, not whether the 2019 Judgment was satisfied. Creditors urge this Court to fashion an equitable remedy that allows them to conduct further discovery after the judgment has been satisfied.

Davis argues the 2019 Judgment was satisfied when he fulfilled the 2022 Agreement's requirement to pay Creditors $468,000, and there is no legal basis to continue seeking discovery in aid of a nonexistent judgment.

B. Analysis

"Upon being paid all amounts due on a money judgment, the judgment creditor shall furnish to the judgment debtor and file with the clerk a written statement that the judgment has been satisfied." Md. Rule 2-626(a). "If the judgment creditor fails to comply with section (a) of this Rule, a "judgment debtor may file a motion for an order declaring that the judgment has been satisfied." Md. Rule 2-626(b). To determine whether the Agreement between the parties fully satisfied the 2019 Judgment, we examine the Agreement under the objective interpretation of contracts, which provides:

> [W]hen the language of the contract is plain and unambiguous there is no room for construction, and a court must presume that the parties meant what they expressed. In these circumstances, the true test of what is meant is not what the parties to the contract intended it to mean, but what a reasonable person in the position of the parties would have thought it meant. Consequently, the clear and unambiguous language of an agreement will not give away to what the parties thought that the agreement meant or intended it to mean.

Spacesaver Systems, Inc. v. Adam, 440 Md. 1, 8 (2014) (quoting *Gen. Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 261 (1985)). Furthermore, discovery in aid of enforcing a money judgment is limited to an "actual, existing money judgment, not a hypothetical or potential money judgment." *Johnson v. Francis*, 239 Md. App. 530, 546 (2018) (interpreting Maryland Rule 2-633(a)).

Both parties agree the January 3, 2022, "Agreement to Satisfy Judgment" was fulfilled by Davis when he paid Creditors $468,000. This is clearly correct given Davis's proof of wire transfers within the times specified by the Agreement. We need only decide whether the Agreement satisfied the entire 2019 Judgment or left Creditors with the ability to pursue discovery to aid in enforcement of other unspecified payments they allege are owed from Davis's fights during the Second Managerial Period.

The language of the Agreement is plain and unambiguous. The contract clearly indicated Davis would be released from the 2019 Judgment upon payment of the "$390,000, plus post-judgment interest and other potential costs" totaling $468,000. The title of the Agreement was "Agreement to Satisfy Judgment: Batiste and Roy vs. Gervonta B. Davis." The $468,000 was referred to as the "Judgment Amount." Creditors do not dispute this Agreement referred to the 2019 Judgment against Davis in the Circuit Court for Baltimore City.

The Agreement provided that Creditors would release Davis—not just the promoters—from the 2019 Judgment. The Agreement referred to Davis separately (as "'Davis' or Defendant") from his promoters, who were called the "Garnishees." The

Agreement explicitly released Davis from the entire 2019 Judgment, stating: "Within five (5) business days of the full payment of the Judgment Amount . . . [**Creditors**] **shall** make such filings as appropriate with all applicable courts to **record the full satisfaction of the Judgment against Davis** and . . . against the Garnishees." (bold added).

Creditors now claim the 2019 Judgment's clause stating "this Order may be subject to future modification by this Court" means the Judgment was not satisfied, and Creditors can continue discovery efforts to find more money they allege are owed to them by Davis. This argument contradicts the plain writing of Maryland Rule 2-626(a) and the Agreement, which provided that Creditors would record the "full satisfaction" of the Judgment "against Davis." Although the 2019 Order was subject to modification, the Creditors never modified it. Then, Creditors agreed to satisfy the Judgment for $468,000, the entire amount of Creditors' alleged injury owed for the three fights. Once Davis paid the $468,000, the judgment was satisfied, and there was no longer a money judgment to modify. If there is no money judgment to modify, Creditors cannot continue to pursue post-judgment discovery against Davis for a "hypothetical or potential money judgment." *Johnson*, 239 Md. App. at 546 ("Discovery in aid of enforcement is, of course, necessarily limited to discovery that will 'aid enforcement of a money judgment.'") (citing Md. Rule 2-633(a)).

Creditors ask this Court to use its equitable powers to allow for further "post-judgment discovery" or otherwise we will reward individuals like Davis for refusing to abide by the court's discovery rules. What Creditors are really asking for is post-satisfaction-of-judgment discovery. Ironically, such a remedy would completely

contravene the Maryland rules and due process. It would grant all creditors the ability to endlessly harass individuals for money they have not proven to be owed in a court of law. Indeed, it is bold of Creditors to suggest a ruling in Davis's favor would promote bad behavior when they failed to inform the court in their motions and *ex parte* hearings about the existence of the 2014 release of financial obligation between Davis and Roy and the 2022 Agreement. These omissions skew the facts and affect the legitimacy of Creditors' claims. Although we agree parties should timely participate in the discovery process, we also do not wish to reward litigants that are not fully transparent with courts. Thus, we decline Creditors' invitation to create, and grant them, post-satisfaction-of-judgment discovery.

In conclusion, the 2019 Judgment was fully satisfied by Davis pursuant to the Agreement. Therefore, there is no money judgment to further modify, and Creditors are not entitled to further discovery. Thus, the court correctly ordered the Judgment against Davis was satisfied and denied Creditors further discovery. We affirm.

THE JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE CITY IS AFFIRMED. APPELLANT TO PAY THE COSTS.