

Circuit Court for Prince George's County  
Case No. C-16-CV-24-000468

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 2272

September Term, 2024

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ARIEL RENEE BROWN, ET AL.

v.

POTOMAC OF PRINCE GEORGE'S LLC, ET  
AL.

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Nazarian,  
Reed,  
Hotten, Michele D.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Hotten, J.

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Filed: April 24, 2026

\* 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 appeal arises from the dismissal of Appellants’ (Ariah Christina Evans and Alexander Carrington Evans, minors, by and through their mother and next friend, Ariel Renee Brown;<sup>1</sup> Angela Evans Hudgens;<sup>2</sup> Tony Proctor;<sup>3</sup> and Angela Evans Hudgens, as personal representative of the Estate of Anthony Louis Christopher Evans) (collectively “Appellants”) second amended complaint, and Appellees’—Potomac of Prince George’s, LLC (“PPG”),<sup>4</sup> Dennis Benson,<sup>5</sup> and Thurman Charleston Jr.<sup>6</sup> (collectively “PPG Group”)—cross-appeal for the denial of their motion for summary judgment.

The underlying action arises from the death of Anthony Louis Christopher Evans (hereinafter “Mr. Evans” or “the decedent”) after his evening shift at the Forestville Applebee’s Bar & Grill, in which an angry customer opened fire on a group of people. Appellants subsequently brought a claim for his death against Potomac Family Dining Group Operating Co. LLC (“PFDG”)<sup>7</sup> under the Maryland Workers’ Compensation Act (“the Act”). *See* Md. Code Ann., Lab. & Empl. (“LE”) § 9-101 et seq. After settling their

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<sup>1</sup> Ariah Christina Evans and Alexander Carrington Evans are the children of the decedent.

<sup>2</sup> Angela Evans Hudgens is the mother of the decedent.

<sup>3</sup> Tony Proctor is the father of the decedent.

<sup>4</sup> PPG holds the alcoholic beverage license for the Forestville Applebee’s Bar & Grill.

<sup>5</sup> Dennis Benson served as the Chief Executive Officer for PFDG since April 2017. Additionally, Mr. Benson is one of the designated authorized persons on PPG’s alcoholic beverage license.

<sup>6</sup> Thurman Charleston Jr. served as the General Manager of the Largo Applebee’s Bar & Grill at the time of the incident. Additionally, Mr. Charleston Jr. is one of the designated authorized persons on PPG’s alcoholic beverage license.

<sup>7</sup> PFDG operates the Forestville Applebee’s Grill & Bar.

workers' compensation claim with PFDG, Appellants filed a complaint in the Circuit Court for Prince George's County, asserting wrongful death and survival actions against various defendants, including PFDG and PPG Group.<sup>8</sup>

The circuit court granted PFDG's motion to dismiss, ruling that Appellants' prior settlement agreement under the Act barred further litigation under the exclusive remedy provision of LE § 9-509. Appellants maintain this was erroneous because the settlement agreement did not invoke LE § 9-509's exclusive remedy provision. Additionally, the court denied PPG Group's motion for summary judgment, which PPG Group similarly maintains was an error.

Following these two orders, the parties entered into a voluntary stipulation of dismissal without prejudice relative to the remaining claims.<sup>9</sup> The circuit court subsequently granted this as a final judgment on January 22, 2025. Despite voluntarily dismissing all claims without prejudice, Appellants and PPG Group continue to challenge

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<sup>8</sup> In addition to naming PPG Group and PFDG, Appellants named the following defendants: The Center at Forestville, LLC; Top Caliber, LLP; Deborah Toppins; David Fowler; and David Burch.

The following provides background information on the foregoing defendants and their connection to the underlying action: The Center at Forestville, LLC is the landlord/property owner of the Forestville Applebee's Grill & Bar; Top Caliber, LLP provided PFDG with security services on May 13, 2021; Deborah Toppins owns Top Caliber, LLP; David Fowler acted as security for PFDG on May 13, 2021; and David Burch is an employee of PFDG who was allegedly physically involved in the altercation with the customer.

<sup>9</sup> The remaining claims consisted of eighteen counts of wrongful death and survival, and three standalone counts of survival against the remaining defendants.

the rulings on the motions to dismiss and for summary judgment, maintaining that the issues remain viable.

### **QUESTIONS PRESENTED**

Appellants present four questions for our review:

1. Did the Circuit Court improperly dismiss PFDG by relying on documents outside of the Second Amended Complaint?
2. Does the exclusive remedy of workers' compensation apply to preclude the instant suit against PFDG where the settlement agreement reserved to the releasing parties the right to sue PFDG for any cause of action that did not arise under the Workers' Compensation Law?
3. Does the workers' compensation settlement in this case activate the exclusive remedy employer protection of workers' compensation where the accidental injury does not fall within those injuries covered by the workers' compensation statute, no finding by the Commission or agreement by the settling parties states otherwise, and Commission approval of the settlement was procured by PFDG's failure to disclose to the Commission that Mr. Evans was not injured in the course of employment?
4. Did the Circuit Court err in ruling that as a matter of law because two of the plaintiffs opened and settled a claim through the workers' compensation system, that settlement became the exclusive remedy for all four plaintiffs?

PPG Group's cross-appeal presents three questions for our review:

1. Was the trial court legally correct to grant Potomac Family Dining Group Operating Company, LLC's Motion to Dismiss, when that entity was entitled to judgment in its favor because it was the employer of the decedent and the exclusive remedy of workers compensation barred a claim against the employer?
2. Was the trial court legally correct to deny judgment as a matter of law to Dennis Benson, the Chief Executive Officer Potomac Family Dining Group Operating Company, LLC, when that entity was entitled to judgment in its favor because it was the employer of the decedent and the exclusive remedy of workers compensation barred a claim against the employer?
3. Was the trial court legally correct to deny judgment as a matter of law to Potomac of Prince George's, LLC and Thurman Charleston when the undisputed

evidence showed neither was an employer of the decedent and neither had ownership or control of the premises where decedent was injured?

For the reasons that follow, we dismiss this appeal for lack of jurisdiction.

### **BACKGROUND**

On the night of May 13–14, 2021, an altercation occurred at the Applebee’s Grill & Bar in Forestville, Maryland, a facility owned and operated by Appellee, Potomac Family Dining Group Operating Co. LLC (“PFDG”). The dispute began inside the establishment between a PFDG employee and a customer regarding the bar’s closing procedures. The conflict continued into the parking lot, where the two individuals engaged in a physical brawl.

An onsite security guard observed the fight in the parking lot, but did not intervene or contact law enforcement. During the struggle, the customer brandished a firearm, which was briefly wrestled away by a companion. After briefly leaving the premises, the customer returned to the parking lot and opened fire on a group of people. The decedent, Anthony Evans, was struck by the gunfire and subsequently died. At the time of the shooting, Mr. Evans was an employee of PFDG and had completed his work shift for the evening.<sup>10</sup>

### **Administrative Proceedings**

On May 17, 2022, Angela Evans Hudgens, on behalf of Aria Christina Evans and Alexander Carrington Evans, filed a benefits claim as a result of Mr. Evans’s death before the Maryland Workers’ Compensation Commission (“the Commission”) pursuant to LE

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<sup>10</sup> According to PFDG’s time records, Mr. Evans clocked out at 12:51 a.m., roughly twenty-five minutes prior to the 1:19 a.m. shooting noted on his death certificate.

§§ 9-683.1 – 9-683.5 of the Act. The benefits claim was resolved through a settlement for a sum of money between Ariel Brown, in her capacity as guardian for Mr. Evans’s two minor children, and PFDG on March 20, 2023. By entering into the settlement agreement, Appellant, Ariel Brown, in her capacity as guardian for Mr. Evans’s two minor children, agreed the settlement arose from an “accidental personal injury, death or disablement . . . arising out of and in the course of [the decedent’s] employment[;]; is “full and final[;]” and “release[s] and forever [] discharge[s]” PFDG.<sup>11</sup> The Workers’ Compensation Commission approved the settlement on April 21, 2023.

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<sup>11</sup> The settlement agreement read, in pertinent part:

The parties acknowledge that the Claimant has filed a claim with the Workers’ Compensation Commission of Maryland (the “Commission”) to recover workers’ compensation benefits for alleged disability resulting from accidental personal injury, death or disablement from occupational disease arising out of and in the course of his employment with the Employer, which injuries, death or disablement is alleged to have occurred on or about the May 14, 2021; and

\* \* \*

Irrespective of and notwithstanding the divergent views held by the parties hereto concerning the occurrence of the aforesaid accidental personal injury, death or disablement, and the nature and extent of disability resulting therefrom, the workers' compensation benefits allowable therefor, and all other benefits or rights that any of the parties hereto might or could have in the claim, the said parties have reached an agreement providing, subject to the approval of the Commission, for a full and final compromise and settlement of any and all claims which the Claimant or his personal representative, dependents, or beneficiaries, might now or could hereinafter have under the provisions of the said Workers’ Compensation Law against the Employer and Insurer.

NOW, THEREFORE, it is hereby agreed as follows:

(continued)

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**Circuit Court Proceedings**

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1. The Employer and Insurer hereby agree to pay unto the Claimant's dependents once the Commission issues its Order approving this Agreement, the sum of \$70,000.00, in a lump sum, in new money for the full and final settlement of this claim Ariel Brown, the guardian for Alexander Carrington Evans (DOB 8/17/2015) and Ariaiah Christina Evans (DOB 9/24/2013), will receive the entirety of the \$70,000.00 settlement in a lump sum which is intended to be split equally between the two minor dependents, which are her minor children This settlement is in place of an award for permanent disability future medical expenses, and any and all other benefits of whatsoever kind, available to the Claimant and/or his personal representatives, dependents and/or beneficiaries available under the Maryland Workers Compensation Act.

2. Pursuant to COMAR 14.09.10.02(E)(1), “an agreement for final compromise and settlement shall be accompanied by all medical reports evaluating the nature and extent of the claimant’s disability.” **However, pursuant to COMAR 14.09.10.02(E)(2), “on the written request of the parties, the Commission may waive the requirement under §E(1) of this regulation if: (a) the claim being settled is contested on an issue that denies claimant’s to right any benefits under Labor and Employment Article, Title 9.[”] Here the claim is being contested as to dependency and/or the amount of possible dependency benefits. The Claimant is deceased so there is no consideration for future medical treatment.**

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7. The Claimant hereby accepts this Agreement and the aforesaid payment(s) in final compromise and settlement of any and all claims which the Claimant, his personal representative, dependents, spouse and children or any other parties who might become beneficiaries under the Workers’ Compensation Law, might now or could hereafter have under the provision of the said Law, arising out of the-aforesaid injury, disablement or death, or the disability resulting therefrom, and does hereby, on behalf of himself and all of said other parties, release and forever the discharge Employer/Insurer, their personal representative, heirs, successors and assigns, from all other claims of whatsoever kind which might or could hereafter arise under the Law from the said injury, disablement, death or disability **The Claimant is deceased, Ariel Brown, the guardian of the decedent's minor children will be accepting this Agreement on their behalf. See attached death certificate.** (Emphasis in original).

In early 2024, Appellants sued the defendants, PFDG, PPG, The Centre at Forestville, LLC, and David Fowler, in the Circuit Court for Prince George’s County for sixteen counts of wrongful death and survival and three standalone counts of survival. After initially amending their complaint on January 31, 2024, Appellants filed a second amended complaint on May 6, 2024. The second amended complaint asserted twenty-one causes of action against various defendants, consisting of eighteen counts of wrongful death and survival and three standalone counts of survival. The defendants included PFDG; PPG Group; The Center at Forestville, LLC; Top Caliber, LLP; Deborah Toppins; David Fowler; and David Burch.<sup>12</sup> Appellants’ claims were based on different theories of liability, including: premises liability; negligent hiring, retention training and/or supervision; entrapment and wanton conduct; negligent misrepresentation; fraud/deceit; fraudulent inducement; negligent endangerment; negligence; and violation of statute/regulation.

On July 8, 2024, PFDG moved to dismiss the Second Amended Complaint, asserting that it is immune from civil liability because Appellants have already pursued and settled a workers’ compensation claim. After holding a hearing on the motion to dismiss on December 10, 2024, the court ruled the Act’s exclusivity provision (LE § 9-509) applies. The court subsequently entered an order dismissing Appellants’ second amended complaint against PFDG on December 17, 2024.

PPG Group separately sought summary judgment on June 11, 2024, on the grounds that Appellants’ claims are legally insufficient because they failed to provide factual

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<sup>12</sup> See *supra* nn. 4-8 (explaining who the defendants are).

support for several necessary elements.<sup>13</sup> The circuit court denied PPG Group summary judgment, without holding a hearing, on October 23, 2024.

On January 17, 2025, the parties filed a stipulation of dismissal without prejudice to dismiss all remaining claims, and a separate joint consent motion to enter final judgment.<sup>14</sup>

On January 22, 2025, the court granted the parties' joint consent motion to enter final judgment.

### **Appellate Court Proceedings**

On January 24, 2025, Appellants filed this appeal challenging the dismissal of PFDG. Additionally, on January 29, 2025, PPG Group filed a cross-appeal challenging the denial of their motion for summary judgment.

During oral argument, this Court raised concerns regarding the parties' standing, particularly since they appeared to appeal from interlocutory orders. Consequently, this

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<sup>13</sup> PPG Group argued: (1) neither PPG nor Mr. Charleston owns, occupies or possess the premises, which is a necessary element for premises liability claims; (2) neither PPG nor Mr. Charleston employed the decedent, which is a necessary element for any claims based on an employer's duty; (3) Appellants were unable to establish that the decedent relied on any statements from the defendants, which is a necessary element for negligent misrepresentation, fraud/deceit, and fraudulent inducement claims; and (4) Mr. Benson is immune under the Workers' Compensation exclusive remedy because he has supervisor immunity.

<sup>14</sup> Specifically, Appellants and the defendants (Potomac of Prince Georges, LLC; Thurman Charleston, Jr.; R. Dennis Benson; David Burch; Potomac Family Dining Group Operating Co.; LLC, David Fowler; and Top Caliber, LLP) filed a stipulation of dismissal without prejudice for "any and all claims and crossclaims" pursuant to Md. Rule 2-506(a), and a joint consent motion to enter final judgment pursuant to Md. Rule 2-601. Deborah Toppins, the defendant who was not a party to stipulation of dismissal, was dismissed from the case pursuant to a separate order on December 10, 2024.

Court issued an order directing the parties to submit supplemental briefing on the issue of standing, which we address below.

### STANDARD OF REVIEW

We review challenges to a court’s jurisdiction *de novo*. See *Stephen L. Messersmith, Inc. v. Barclay Townhouse Assocs.*, 313 Md. 652, 664 (1988). Judgments entered without jurisdiction “should be accorded no deference at all on appeal[.]” See *id.* Similarly, “[w]here appellate jurisdiction is lacking, the appellate court will dismiss the appeal *sua sponte*[.]” *Eastgate Assocs. v. Apper*, 276 Md. 698, 701 (1976).

### DISCUSSION

#### I. The Parties Lack Standing, and The Appeal is Dismissed.

##### A. The Parties’ Arguments

Appellants argue this appeal is properly before this Court because “the notice of appeal was filed only after all matters pending before the trial court were dismissed and final judgment had been entered.” Although they concede that the circuit court’s dismissal of PFDG was, at the time, an interlocutory ruling, Appellants argue it is now appealable because a final judgment was entered. PPG Group similarly argues the entry of the final judgment made all prior orders “final, appealable judgments.”

##### B. Analysis

We hold the parties lack standing for this appeal. “Generally, under Section 12–301 [of the Courts and Judicial Proceedings Article], a party may appeal only from a final judgment entered in a civil or criminal case by a circuit court.” *Addison v. Lochearn Nursing Home, LLC*, 411 Md. 251, 261 (2009); see generally Kevin F. Arthur, *Finality of*

*Judgments and Other Appellate Trigger Issues* (4th ed. 2025). A final judgment has three attributes: “(1) it must be intended by the court as an unqualified, final disposition of the matter in controversy, (2) unless the court properly acts pursuant to Md. Rule 2–602(b), it must adjudicate or complete the adjudication of all claims against all parties, and (3) the clerk must make a proper record of it in accordance with Md. Rule 2–601.” *Rohrbeck v. Rohrbeck*, 318 Md. 28, 41 (1989). Prior to the entry of the consent final judgment, the two orders dismissing PFDG and denying PPG Group summary judgment were interlocutory orders because they were subject to revision by the circuit court prior to the entry of final judgment. *See Gertz v. Anne Arundel Cnty.*, 339 Md. 261, 272–73 (1995); *see also* Md. Rule 2-602(a) (distinguishing between final judgments and interlocutory orders). In other words, because claims still existed against the other defendants, the two aforementioned orders were merely interlocutory in nature. Problematically, a case is generally not appealable if it arises from an interlocutory order. *See Silbersack v. ACandS, Inc.*, 402 Md. 673, 683–84 (2008) (“[A]ppeals from orders or decisions that do not resolve or complete the resolution of the entire case, and are therefore interlocutory in nature, are not only not *avored*, they are not *allowed*.”) (emphasis in original).

Here, following the circuit court’s dismissal of PFDG, Appellants and the remaining defendants entered into a voluntary stipulation of dismissal without prejudice regarding the remaining claims. The circuit court subsequently entered this as a final judgment on January 22, 2025. While the parties argue the case is now ripe for review because a final judgment has been entered, *Collins v. Li* established that a “dismissal without prejudice is not a final appealable order [because the] appellants may choose to resurrect their

dismissed claims.” 158 Md. App. 252, 274 (2004). Accordingly, by leaving the door open to refile their claims, Appellants failed to create a final, appealable judgment.

Moreover, Appellants *voluntarily* entered into the dismissal, thereby waiving their right to challenge the resulting order. As established in *Casson v. Joyce*, “[a] party consenting to a judgment takes a position which is inconsistent with the right of appeal.” 28 Md. App. 634, 636 (1975); *Suter v. Stuckey*, 402 Md. 211, 224 (2007); *Dietz v. Dietz*, 351 Md. 683, 689–90 (1998) (explaining that parties are “estopp[ed]” to challenge a consent judgment because the parties have accepted the benefits of voluntarily ending the litigation).<sup>15</sup> A party may only appeal a consent judgment if their attorney lacked the authority to agree to it, or if the court lacked jurisdiction. *See Barnes v. Barnes*, 181 Md. App. 390, 411 (2008). Because neither exception is alleged here, the claims raised by Appellants and PPG Group are barred. Since “no appeal lies from a consent order,” this Court lacks the authority to review this matter. *Id.*

By failing to reconcile this appeal with their prior voluntary dismissal, the parties demonstrate a degree of procedural gamesmanship. The procedural history further underscores that attempt. Here, Appellants entered into a binding settlement agreement under the Maryland Workers’ Compensation Act for claims surrounding the decedent’s death. Such settlements preclude subsequent litigation for the same claims under the Act’s

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<sup>15</sup> This rule “is intended to prevent plaintiffs from harassing defendants with multiple filings and dismissals; it contemplates indecisive or vindictive plaintiffs, who keep their opponents in perpetual fear of litigation.” *See Roane v. Washington Cnty. Hosp.*, 137 Md. App. 582, 590 (2001).

exclusivity provisions. *Ledford v. Jenway Contracting, Inc.*, 490 Md. 666, 674 (2025); *Spevak v. Montgomery Cnty.*, 251 Md. App. 674, 688 (2021), *aff'd*, 480 Md. 562 (2022) (citation omitted) (“Maryland law does not permit double recovery for the same loss of wage earning capacity even if the claim involves two separate employers and two separate injuries.”); LE § 9-509(c) – (d) (stating a claimant may only pursue one of two revenues: “a claim for compensation under this title” *or* “an action for damages.”)

Nonetheless, Appellants filed suit for wrongful death and survival claims, arguing the settlement did not cover the decedent’s death because it allegedly occurred outside the scope of his employment. While we decline to reach the merits of their claims, we observe how Appellants are attempting to enforce a settlement agreement while advancing an interpretation that would render it void for lack of meaningful consideration.<sup>16</sup> Furthermore, we observe how Appellants inadvertently suggest the Commission lacked jurisdiction to approve the settlement because the death allegedly occurred outside the

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<sup>16</sup> Appellants contend that the settlement only released PFDG from their workers’ compensation claims. However, this position creates a paradox: if the settlement did not encompass the broader liability surrounding the decedent’s death, the agreement would lack meaningful consideration. This is because a release that merely shifts the venue of a dispute—rather than resolving the dispute itself—in exchange for valuable consideration is an illusory promise. *See Holloman v. Cir. City Stores, Inc.*, 162 Md. App. 332, 338 (2005), *aff'd*, 391 Md. 580 (2006) (“An ‘illusory promise’ appears to be a promise, but it does not actually bind or obligate the promisor to anything.”). This principle also aligns with the doctrine of *res judicata*, which “bars a plaintiff from pursuing a second action against the same defendant based on the same cause of action,” ensuring that one injury results in only one recovery. *Cf. Roane*, 137 Md. App. at 590.

scope of the decedent’s employment.<sup>17</sup> Despite these alleged defects, Appellants did not argue that their settlement was void, which would allow them to renew their claims again; instead, they filed this appeal seeking to retain the monetary benefits of their settlement while simultaneously pursuing additional recovery in circuit court for the same underlying action.<sup>18</sup> Such circumstances suggest an attempt by Appellants to exploit technicalities while ignoring broader legal and equitable implications.

Now, having voluntarily dismissed the case without refileing their claims in the circuit court, Appellants seek to appeal from a record that contains no viable controversy. The strategic intent behind this approach is unclear.

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<sup>17</sup> If, as Appellants now contend, the death occurred outside the scope of the decedent’s employment, the Commission’s approval would have been an *ultra vires* act, rendering the resulting settlement void. *See State Comm’n on Hum. Rels. v. Baltimore City Dep’t of Recreation & Parks*, 166 Md. App. 33, 47 (2005) (voiding a consent judgment on the grounds that the underlying settlement agreement was *ultra vires*); *Carey v. Chessie Computer Servs., Inc.*, 369 Md. 741, 756 (2002) (suggesting the Commission “can no more bind persons to orders it has no power to make. . .”).

<sup>18</sup> Standard legal principles generally bar challenges to a settlement absent a showing of some defect, such as fraud, duress, or undue influence. *See Young v. Anne Arundel Cnty.*, 146 Md. App. 526, 595 (2002). “[A] litigant ‘cannot knowing the facts, both voluntarily accept the benefits of a [settlement agreement] and then later be heard to question its validity on appeal.’” *Fry v. Coyote Portfolio, LLC*, 128 Md. App. 607, 617–18 (1999) (citation omitted). This jurisdictional bar exists because allowing an appeal would contradict the very intent of voluntary resolutions, which is to resolve disputes quickly and conclusively. *See Royal Ins. Co. of Am. v. Austin*, 79 Md. App. 741, 744 (1989); *see also Suter v. Stuckey*, 402 Md. 211, 225 (2007) (“The public policy of promoting settlement agreements by ensuring finality is another reason to disallow appeals from consent judgments.”).

Rather than simply asserting that the settlement is void due to some defect, Appellants have adopted a more extreme posture: they seek to retain the settlement proceeds while simultaneously claiming they never relinquished their right to litigate. This is not a standard challenge to a contract’s formation, but an attempt to seemingly enjoy the benefits of a bargain they now refuse to honor.

The integrity of the judicial system relies upon the principle that courts are venues for resolving legitimate disputes. Filing pleadings that lack a sound legal basis or that require perpetual correction is not merely poor practice—it borders on a violation of the ethical rules. Even if counsel subsequently discovers that their claims are legally barred or lack a viable basis, they maintain an affirmative duty to disclose this to the court. *See* Model Rules of Pro. Conduct R. 3.3 (outlining the duty of candor toward the tribunal); *see also* Rule 3.1 (prohibiting the assertion of frivolous claims). Neglecting this duty results in an avoidable drain on judicial efficiency and potentially burdens clients with unwarranted attorney’s fees. As such, we remind counsel of the obligation to ensure that all claims are predicated on a good-faith basis before acting.

### **CONCLUSION**

For the foregoing reasons, we dismiss Appellants’ appeal and PPG Group’s cross-appeal for lack of jurisdiction, since there was no final judgment by virtue of the voluntary stipulation of dismissal without prejudice.

**APPEAL DISMISSED. COSTS TO BE DIVIDED  
AMONG APPELLANTS AND APPELLEES.**