

Circuit Court for Prince George's County  
Case No. CAE21-05870

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1698

September Term, 2024

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TAE YOUNG JANG

v.

CLEAR SKY FINANCIAL, LLC

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Nazarian,  
Albright,  
Beachley, Donald E.,\*\*  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Nazarian, J.

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Filed: April 23, 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 persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

\*\* Beachley, J., now a Senior Judge, participated in the hearing and conference of this case while an active member of this Court.

Tae Young Jang appeals from a discovery-sanction default judgment in the Circuit Court for Prince George’s County. After years of discovery misconduct, he asks us to hold that the circuit court abused its discretion when it decided that his serious discovery violations deserved the ultimate penalty. Clear Sky Financial, LLC (“Clear Sky”), in turn, asks us to affirm. It complains of the irreparable prejudice it suffered from Mr. Jang’s revolving door of lawyers and failure to comply with the Maryland Rules and the orders of the circuit court. We affirm the decisions underlying the imposition of sanctions and finding of liability on the part of Mr. Jang and the other entities involved—Amartin Development, LLC (registered in Maryland); Amartin Development, LLC (registered in Virginia); Brachio LLC; and John Doe LLCs 1-10 (collectively, “the entities”)—and we vacate and remand for further proceedings relating solely to remedies.

## I. BACKGROUND

### A. The Complaint

On May 26, 2021, Clear Sky filed a complaint in the Circuit Court for Prince George’s County. The complaint named Mr. Jang and the entities as defendants. Clear Sky alleged that Mr. Jang, the entities (that it alleged he controlled), and Karen J. De Matteo conspired to convey assets fraudulently from Ms. De Matteo to and among themselves to hide those assets from Clear Sky (to whom Ms. De Matteo owed considerable sums). Clear Sky alleged that Ms. De Matteo executed multiple trust mortgage notes in favor of it, as creditor, and failed to repay them. Ms. De Matteo and Mr. Jang, alongside the entities, played a “shell game” to hide Ms. De Matteo’s assets from her creditors. Clear Sky

identified multiple real estate assets that it alleged fit the bill: 14016 Fitzwater Drive, Nokesville, VA 20181; 4001 Shepherd Street, Brentwood, MD 20722; 1535 Tucker Road, Fort Washington, MD 20744; and 1201 Fiji Avenue, Hyattsville, MD 20785.

Within the complaint, Clear Sky pleaded four counts: fraudulent conveyances under both common law and the Maryland Uniform Fraudulent Conveyance Act, a/k/a Md. Code (1975, 2025 Repl. Vol.), §§ 15-201 *et seq.* of the Commercial Law Article; civil conspiracy; aiding and abetting fraud and fraudulent conveyance; and declaratory judgment. Clear Sky sought *in personam* damages jointly and severally from each of the defendants; a declaration that the defendants received conveyed assets fraudulently and conveyed those assets, which were properly due and payable to Clear Sky; constructive trusts in favor of Clear Sky; appointment of a receiver; a levy or garnishment; seizure and transfer of assets; a declaration that the entities were alter egos of Mr. Jang formed for the purpose of fraudulent transfers; attorney's fees; and any other appropriate relief.

Clear Sky attached numerous exhibits to this complaint, including copies of various notes, deeds of trust, and land records for transfers of real property. Most importantly, Exhibits A and B, purportedly two of the notes Ms. De Matteo owed to Clear Sky, were not incorporated by reference into a sworn affidavit.

### **B. Deficient Discovery And A Revolving Door Of Lawyers**

Mr. Jang and the entities moved to dismiss Clear Sky's complaint, and the circuit court denied their motions in November 2021. That same month, Clear Sky served interrogatories and document requests on Mr. Jang and the entities on the 30th, responses

due thirty days later. Mr. Jang and the entities, through their first counsel James Bacon, sought and received a generous host of extensions for their responses. On June 29, 2022, Mr. Jang and the entities objected to two out of eight document requests and six of eleven interrogatories. They also asked for a final extension to July 31, to which Clear Sky agreed.

Before the agreed final deadline, though, Mr. Jang and the entities started up a second “shell game.” Mr. Bacon moved to withdraw on July 25, a week before the agreed response date. The final deadline rolled around, and Mr. Jang and the entities failed to respond. Mr. Jang, proceeding without counsel, continued to delay for months, well beyond both the standard thirty-day deadline and the agreed extended deadline. Both Clear Sky and the court accommodated him. Mr. Jang and the entities acquired at last new counsel, Weon Kim, on August 21, 2023.

The circuit court, after hearing from both sides at a status conference in September 2023, set new trial dates for May 2024 and ordered that no further continuances would be granted. Soon after that status conference, on November 7, 2023, Mr. Kim withdrew with Mr. Jang’s discovery obligations still unsatisfied. Clear Sky, undeterred, pursued the once again uncounseled Mr. Jang and the entities. These efforts included a motion for an order to compel discovery, made before Mr. Kim withdrew. Meanwhile, Mr. Jang’s third lawyer, John Shin, entered an appearance on March 14, 2024. Mr. Shin asked for a continuance of the hearing for the motion to compel and asked for a new trial date of June 25, 2024, which the circuit court granted. At last, at a hearing on May 6, 2024—the day that was supposed to be the first day of trial—the circuit court granted Clear Sky’s motion to compel from the

bench and two days later entered a written Order to Compel Discovery. Only Mr. Jang appeared at the hearing on the motion—the entities failed to attend or argue.

The court ordered Mr. Jang and the entities to respond to Clear Sky’s discovery by producing certain documents and answering certain interrogatories, both of which Mr. Jang and the entities had yet to address in any manner. It also put Mr. Jang and the entities explicitly on notice that “the [Circuit] Court may enter a default judgment in favor [of] Clear Sky . . . for failure to comply with this Order.” The court set a final and absolute deadline for discovery compliance by May 13, 2024.

On May 13, Mr. Jang responded partially to Clear Sky’s propounded discovery but failed to comply fully with the Order to Compel. The entities failed to respond at all. Among other deficiencies, Mr. Jang failed to produce requested documents. He also failed to answer some of the interrogatories. For example, the Order to Compel commanded Mr. Jang to comply with Clear Sky’s request to identify “all real property owned in whole or part by any one or more of Tae Jang and/or Karen De Matteo and/or the [entities] . . . whether or not identified in the Complaint.” He failed to list a single property, despite Clear Sky finding land records of multiple such properties through independent research.

Worst of all, Mr. Jang gave wrong information in his sworn answers to the interrogatories. He claimed that from 2018 through 2021, he “was living in California and had no knowledge of or interaction of [sic] Karen DeMatteo.” However, Clear Sky found through independent research a multitude of documents dated within that span of years that

contained both Mr. Jang’s and Ms. DeMatteo’s wet signatures<sup>1</sup> at the end and on the same page.

Counsel for Clear Sky emailed Mr. Jang immediately to hold a meeting and confer to discuss his further misconduct but was rebuffed. The final deadline of May 13 came and went with Mr. Jang and the entities out of compliance.

### **C. Sanctions And Default Judgment**

Clear Sky moved shortly after for a discovery-sanctions default judgment, pursuant to Maryland Rules 2-432(a) and 2-433, following up on the warning the court had issued to Mr. Jang and the entities. Mr. Jang alone responded to the motion and moved for a stay on the same day. In his motion for a stay, Mr. Jang disclosed that he had received a United States Department of Justice target letter informing him that he was under investigation, dated April 11, and was being investigated for fraud. He did not explain in his motion why he waited to tell the court about this target letter until after his (mis)representations in his interrogatory responses.

The circuit court conducted a motions hearing on June 25—for the second time, hearing motions on what was supposed to be the day of trial—and addressed the sanctions motion and the motion for stay. The court granted the sanctions motion against the entities because they had failed to file any opposition and to respond or comply in any way with

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<sup>1</sup> A wet signature is one signed in ink with a pen on a physical page, in contrast to one signed electronically.

the Order to Compel.<sup>2</sup> The court then held in abeyance the sanctions motion as to Mr. Jang individually, and the motion for stay, pending a future hearing. A written discovery-sanctions default judgment against the entities followed, and the court ordered the following remedies:

- [Clear Sky] is awarded its damages *in personam* jointly and severally from each of the [entities] in an amount of \$654,247.01, plus prejudgment interest, plus costs and recoverable attorneys' fees;
- [Clear Sky] is awarded a declaration that each of the [entities] individually and collectively received fraudulently conveyed assets, and also themselves fraudulently conveyed assets, properly due and payable to Clear Sky, in violation of Md. Code Com. Law § 15-201, *et seq.*;
- [Clear Sky] is awarded a declaration that [the entities] have been equitable trustees of 14016 Fitzwater Drive, Nokesville, VA 20181, 4001 Shepherd Street, Brentwood, MD 20722, 1535 Tucker Road, Fort Washington, MD 20744, 1201 Fiji Avenue, Hyattsville, MD 20785, 3808 Mount Atlas Lane, Haymarket VA 20169, 4706 Prince Georges Avenue, Beltsville, MD 20705, 4813 Torque Street, Capitol Heights, MD 20743 and any proceeds of any sale(s) thereof, along with every other property owned by [the entities], (hereinafter the "Properties") to hold and maintain such Properties and proceeds in trust for the benefit of [Clear Sky] to repay all sums fraudulently transferred by or with their assistance in the amount of the damages awarded herein plus any subsequently awarded attorneys' fees;

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<sup>2</sup> We note that under Md. Code (2000, 2018 Repl. Vol.), § 10-206 of the Business Occupations and Professions Article, organized entities are not allowed to proceed unrepresented. *See, e.g., Turkey Point Prop. Owner's Ass'n, Inc. v. Anderson*, 106 Md. App. 710 (1995) However, no party has alleged or argued that any of the multiple delays in this case were justified or excused by this provision.

- [Clear Sky] is awarded a declaration appointing it receiver to take charge of [the entities] and to take charge from [the entities] the Properties, to hold and maintain such Properties and proceeds in trust for the benefit of [Clear Sky] to repay all sums fraudulently transferred by or with their assistance that are properly due and payable to [Clear Sky] pursuant to this Judgment;
- [Clear Sky] is awarded a declaration of a levy and garnishment in favor of [Clear Sky] on all assets and proceeds of assets of [the entities], including without limitation the Properties with respect to sums due and payable to [Clear Sky] under this Judgment, as well as any bank accounts, cash, cryptocurrency, jewelry, precious stones, and any other tangible or intangible items of value;
- [Clear Sky] is awarded a declaration seizing from [the entities] and transferring to [Clear Sky] all assets and proceeds of assets of [the entities], including without limitation the Properties and membership and any other interests in the control and ownership of [the entities] as companies and companies owned by [the entities]; and
- [Clear Sky] is awarded a declaration that the [entities] are alter egos of Defendant Jang formed for the purpose of receiving and making fraudulent conveyances actually intended to hinder, delay, and defraud creditors and do not provide the purported company owners or assets any liability or other protection from Clear Sky;
- [Clear Sky] is awarded attorney's fees from [the entities] individually and collectively to be determined following a motion for fees to the extent filed by [Clear Sky] in this matter[;]
- In the event [Clear Sky] recovers more than the sum it is due under this Judgment and any related attorneys' fee award, [Clear Sky] shall return such additional money and Property to [the entities].

The court took back up Clear Sky's sanctions motion as to Mr. Jang and Mr. Jang's motion for a discretionary indefinite stay based on the Fifth Amendment to the United

States Constitution at a hearing on July 22. At that hearing, Mr. Jang consented to taking up the sanctions motion before the stay motion. After oral argument on the sanctions motion, the court granted the motion from the bench. The court found that “Mr. Jang has been running a shell game similar to . . . what he was doing with the loans and the houses with Ms. DeMatteo. . . . He’s on his fourth . . . maybe fifth [counsel]. . . .” As a key predicate to sanctions, the court found that “[t]he prejudice to [Clear Sky] [was] great” and that Mr. Jang was “still playing the shell game” even before the DOJ target letter arrived—that his discovery misconduct was sanctionable before the specter of prosecution arose. The court found as fact that “[Mr. Jang] willfully disobeyed the court’s order of May 8th of 2024 several times.” The court granted the motion for sanctions in the form of judgment against Mr. Jang. The court then dismissed the motion for a stay as moot. Mr. Jang didn’t object at that time to the court dismissing his stay motion. Written orders reflecting the ruling followed, including a discovery-sanctions default against Mr. Jang personally that ordered substantively the same remedies as the court had ordered against the entities. Mr. Jang and the entities moved jointly to alter or amend the default or revise the judgment, or to vacate a default judgment, and the court denied those motions. Mr. Jang then noted this appeal; the entities did not note an appeal on their own behalf. So far as the record reflects, Mr. Jang and the entities had not complied with the order to compel at either time of judgment.

## II. DISCUSSION

The parties raise one substantive question for our review, which we have

consolidated and phrased as follows: Did the circuit court abuse its discretion when it entered a discovery-sanctions default against Mr. Jang?<sup>3</sup>

We hold it did, but only in the narrowest sense. The record of Mr. Jang’s years of “shell game[s]” supports the circuit court’s decision to exercise its discretion to impose sanctions and, specifically, select the ultimate penalty—judgment—after Mr. Jang violated an order to compel discovery willfully and appears to have perjured himself in at least one sworn answer to an interrogatory. In addition, the Maryland Rules entitled the circuit court to rely on affidavits when setting the remedies in the discovery-sanction judgment, without holding a follow-on remedies hearing. But not all of the exhibits on which the circuit court relied were sponsored fully and incorporated by reference into affidavits. Therefore, we

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<sup>3</sup> Mr. Jang phrased the questions presented in his brief as:

1. Whether the Circuit Court erred in imposing liability on Appellant for a loan he never signed, guaranteed, or benefited from, without requiring Appellee to introduce evidence establishing a legal basis for holding Appellant responsible for the debt of a third party.
2. Whether the Circuit Court erred in awarding \$654,247.01 in damages plus additional penalties without an evidentiary hearing, despite Maryland precedent requiring a hearing to determine damages before entering final judgment on unliquidated claims.
3. Whether the Circuit Court erred in denying Appellant’s Motion to Vacate Default Judgment and Motion for Reconsideration, despite clear procedural irregularities, due process violations, and the failure to hold an evidentiary hearing before determining liability and damages.

Clear Sky, in turn, phrased the question presented as:

1. Whether the trial court abused its discretion in entering default judgment for liability and liquidated damages for a defendant’s 2+ year refusal to provide discovery, even after an order to compel that included a warning of default for non-compliance

will vacate the remedy portion of the discovery-sanctions default narrowly. This remand, however, is not an invitation to relitigate the entry of judgment as the appropriate discovery sanction here, nor to relitigate liability.

We review the decision to sanction a party under Md. Rule 2-433 for discovery misconduct, and the selection of what sanction to impose, for abuse of discretion. *Sindler v. Litman*, 166 Md. App. 90, 122–23 (2005) (citations omitted).

There is an abuse of discretion “where no reasonable person would take the view adopted by the [trial] court[ ]” . . . or when the court acts “without reference to any guiding rules or principles.” An abuse of discretion may also be found where the ruling under consideration is “clearly against the logic and effect of facts and inferences before the court[ ]” . . . or when the ruling is “violative of fact and logic.” In sum, to be reversed “[t]he decision under consideration has to be well removed from any center mark imagined by the reviewing court and beyond the fringe of what the court deems minimally acceptable.”

*Sindler*, 166 Md. App. at 123 (quoting *Wilson v. Crane*, 385 Md. 185, 198–99 (2005)). Furthermore, “[o]ur review of the trial court’s resolution of a discovery dispute is quite narrow; appellate courts are reluctant to second-guess the decision of a trial judge to impose sanctions for a failure of discovery.” *Id.* And “[e]ven when the ultimate penalty of dismissing the case or entering a default judgment is invoked, it cannot be disturbed on appeal without a clear showing that [the trial judge’s] discretion was abused.” *Id.* (quoting *Mason v. Wolfing*, 265 Md. 234, 236 (1972)); see also *Rodriguez v. Clarke*, 400 Md. 39, 56 (2007).

**A. The Circuit Court Did Not Abuse Its Discretion When It Entered Judgment Against Mr. Jang As A Sanction For Discovery Failures.**

Mr. Jang argues *first* that the circuit court abused its discretion when it entered judgment against him as a sanction for his discovery misconduct. We disagree.

Md. Rule 2-433 authorizes courts to sanction those who fail or refuse to comply with their discovery obligations. It allows trial courts to “enter such orders . . . as are just, including . . . entering a judgment by default that includes a determination as to liability and all relief sought by the moving party against the failing party. . . .” Md. Rule 2-433(a)(3). The selection of which level of sanction to impose, including judgment, is left to the discretion of the sanctioning court. Even so, appellate courts have provided sanctioning courts with four factors to consider when exercising that discretion. *Beka Indus., Inc. v. Worcester Cnty. Bd. of Educ.*, 419 Md. 194, 232 (2011) (citation omitted). They are: “(1) the reasons why the disclosure was not made; (2) the existence and amount of any prejudice to the opposing party; (3) the feasibility [sic] of curing any prejudice; and (4) any other relevant circumstances.” *Id.* (quoting *Williams v. State*, 416 Md. 670, 698–99 (2010)) (cleaned up). Courts “have not required that statements addressing each of these factors be part of the record.” *Id.*

As to the *first* factor, Mr. Jang and the entities failed to provide a reasonable explanation why their conduct was so lacking. As the sanctioning court found, Mr. Jang’s misconduct had already occurred before the DOJ target letter arrived, and his deficient responses after the Order to Compel never attempted to assert his Fifth Amendment rights, either in deficiently broad terms or specifically. And most importantly, nobody offered a

rational or reasonable explanation for the misstatements in the interrogatory responses that they served. This factor weighs heavily against Mr. Jang and the entities.

*Second*, the sanctioning court found as fact that the prejudice to Clear Sky was great.

Clear Sky, in its briefing to us, provided an apt quote:

The prejudice to plaintiffs [in seeking a stay of discovery pending completion of criminal proceedings that conceivably could be brought at an unspecified future time] is more than apparent. Witnesses relocate, memories fade, and persons allegedly aggrieved are unable to seek vindication or redress for indefinite periods of time on end.

*In re Mid-Atlantic Toyota Antitrust Litig.*, 92 F.R.D. 358, 359 (D. Md. 1981). At time of judgment, Mr. Jang and the entities had yet to comply with the Order to Compel. Multiple interrogatories remained unanswered and many documents unproduced. The prejudice to Clear Sky continued to accumulate. This factor weighs against Mr. Jang and the entities.

The *third* factor bleeds into the second as well. Mr. Jang and the entities already had two trial dates postponed. At that point, it wouldn't be unreasonable to say the prejudice accumulated was not feasibly curable. Delay is what Mr. Jang wanted and rewarding him with a third postponement would hardly be a cure. The sanctioning court reached this conclusion when it decided to sanction Mr. Jang and the entities, and it's a reasonable one. This factor weighs against them.

*Fourth*, as to other relevant circumstances, the sanctioning court found willful defiance on the part of Mr. Jang and the entities. Courts have noted that the ultimate penalty does not require strictly a finding of willfulness. *See Hossainkhail v. Gebrehiwot*, 143 Md. App. 716, 725 (2002) (citing *North River Ins. Co. v. Mayor and City Council of Blat.*, 343

Md. 34, 86 (1996)). But even if it did, Mr. Jang and the entities defied the Order to Compel willfully, and multiple times. This factor weighs against them. The ultimate penalty is not inappropriate here. *See Hossainkhail*, 143 Md. App. at 725.

Having reviewed the record and the sanctioning court’s bench ruling and findings of fact, we hold that the circuit court did not abuse its discretion when it decided to enter judgment against Mr. Jang and the entities as a discovery sanction.

**B. *In Personam* Judgment Is Available Against Fraudulent Transferees Like Mr. Jang.**

Mr. Jang *also* asserts, in a roundabout manner, that an *in personam* judgment against him as the fraudulent transferee is not available as a matter of law. Perhaps in other states he might be correct, but here in Maryland he’s wrong. Clear Sky, in turn, hangs its hat correctly on *Damazo v. Wahby*, 269 Md. 252 (1973), in which our Supreme Court held that the Uniform Fraudulent Conveyance Act didn’t displace the existing common-law availability of *in personam* judgments against fraudulent transferees. *Id.* at 256–58. This holding continues to be good law, *see, e.g., Molovinsky v. Fair Emp. Council of Greater Wash., Inc.*, 154 Md. App. 262, 283–84 (2003), and Mr. Jang didn’t ask to overturn *Damazo* in the circuit court or on appeal. “There is, in short, no merit to [Mr. Jang’s] contention that [Clear Sky] was not entitled to seek redress from [him], the fraudulent transferee.” *Molovinsky*, 154 Md. App. at 284.

**C. The Circuit Court Did Not Abuse Its Discretion In Ruling On The Sanctions Motion First, With Mr. Jang’s Consent, And Resultingly Mooting Mr. Jang’s Motion For A Stay.**

Mr. Jang challenges *further* that the circuit court, at the July 22 motions hearing,

denied as moot his motion for a stay grounded in his Fifth Amendment rights. On appeal, he attempts to argue for the stay on its merits. However, before we can reach the merits of this discretionary stay, we need to examine whether taking up and granting the sanctions motion first, and then denying the stay as moot, was an abuse of discretion. It wasn't, because Mr. Jang consented to hearing the motions in that order:

THE COURT: [Counsel], you don't have any problem doing the default motion for Mr. Jang first?

[COUNSEL FOR MR. JANG]: That's correct, Your Honor.

Having consented to taking the motions in that order, Mr. Jang can't now complain about his motion for a stay becoming moot when the court entered judgment as a sanction. He was on notice that such an outcome was on the table, as Clear Sky had asked specifically for judgment as the sanction in its motion and served him properly with the motion. The circuit court did not abuse its discretion by accepting Mr. Jang's consent and proceeding as it did.

**D. The Circuit Court Can Rely On Affidavits And Incorporate Exhibits In A Discovery-Sanctions Default Judgment, But Not All Exhibits Relied Upon Here Were Supported By Affidavits.**

*Lastly*, Mr. Jang complains that the circuit court did not exercise its discretion to hold a follow-on remedies hearing to take additional evidence that would support the full extent of the remedies set in the discovery-sanction judgment. But Maryland Rule 2-433 explicitly allows a sanctioning court to “rely on affidavits” to “establish the truth of any averment by evidence[,]” not only to “conduct hearings,” which themselves are discretionary. Md. Rule 2-433(a)(3). Mr. Jang argues further that the various exhibits, all

in the record, on which the sanctioning court relied were not admitted into evidence at such a hearing. But if they were incorporated by reference into an affidavit in the record, the sanctioning court would be allowed to rely on those exhibits as well. *See id.* The circuit court is not required to hold a remedies hearing for every discovery-sanctions judgment—that may be required or encouraged in a normal default judgment, *see* Md. Rule 2-613, but not here.

That said, some of the exhibits on which the circuit court relied explicitly, particularly Complaint Exhibits A & B, were not incorporated by reference into a sponsoring affidavit. Under the Rules, then, the sanctioning court was not allowed to rely on those exhibits when establishing remedies. *See* Md. Rule 2-433(a)(3). This requires us to vacate the remedies portion of the discovery-sanctions judgment since those affidavits that *were* filed don't support the remedies fully, *see id.*, and to remand for further proceedings for the circuit court to determine remedies in a manner that complies with Rule 2-433. This is a narrow remand—the decision to impose sanctions against Mr. Jang and the entities in the form of judgment against them is not up for re-litigation, only the remedies to which Clear Sky is entitled. *See id.*; *see also* Md. Rule 2-433(a)(1) (sanctioning court may enter an additional sanction order deeming every matter “sought to be discovered, or any other designated facts” taken as established); *or* Md. Rule 2-433(a)(3) (available sanctions include “[a]n order striking out pleadings” such as Mr. Jang’s answer) *and* Md. Rule 2-323(e) (failure to deny factual allegations in a complaint that requires a responsive pleading renders those facts admitted).

Finally, we note the paradox of requiring a plaintiff to try and prove the remedy portion of a discovery-sanctions default judgment at a full follow-on hearing as if it were a normal default judgment with evidence it doesn't have *that it rightfully should*, because of a malicious defendant stone-walling discovery. And there is a difference between a case involving a default at the outset, where the defendant never responds to the complaint, and a circuit court's decision to enter a default—a judgment—as a discovery sanction. We have tried to take care with the words “default judgment” because this case does not involve a default judgment in the classic Rule 2-613 sense. When a court imposes judgment as a sanction, the term “default judgment” gets used as a shorthand for ending a case with prejudice as a sanction. In the normal default context, default judgment is a carefully choreographed dance of process, hearings, notices, and motions to balance the rights of plaintiffs and the rights of defendants who don't show up to court. It makes sense then that we don't incorporate every element from the classic default judgment process—for example, entry of default and the notice requirements that follow an entry of default. *See* Md. Rules 2-613(b), (c). And, despite Mr. Jang's motion, the sanctions rule does not provide for a motion to vacate like the normal default judgment rule does. *Compare* Md. Rule 2-613(d) (defaulting party may move to vacate default order), *with* Md. Rule 2-433 (absence of any option to vacate a default judgment). The issues encompassed in a motion to vacate a default judgment—including diligence and meritorious defenses—are not at issue in a default-as-sanction, and Mr. Jang may not re-argue those on appeal or remand. The underlying due process concerns of lack of notice that adhere to the normal default

world don't arise in the sanctions context because Mr. Jang was found by the circuit court to have forfeited his right to further process by abusing the process he had. And to grant Mr. Jang the full reversal and hearing he seeks would frustrate the purpose of the sanction rules and reward his misconduct. On remand, the circuit court can decide whether to re-open the record to receive additional filings on sanctions or proceed in any manner consistent with Rule 2-433, as discussed above.<sup>4</sup> But although we are constrained to vacate the judgment and remand as to remedies, we affirm the sanctions decision and the corresponding finding of liability against Mr. Jang and the entities.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE'S COUNTY  
VACATED IN PART AND CASE  
REMANDED FOR FURTHER  
PROCEEDINGS CONSISTENT WITH  
THIS OPINION. APPELLANT TO PAY  
75% OF THE COSTS, APPELLEE TO PAY  
25%.**

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<sup>4</sup> We also note that the original complaint included a count for Declaratory Judgment, yet no separate writing of declaratory judgment was entered. *See, e.g., Union United Methodist Church, Inc. v. Burton*, 404 Md. 542, 549–50 (2008) (separate writing required for declaratory judgment). To the extent the court decides it is authorized to grant and intends to grant declaratory relief, a declaratory judgment writing is required; if not, the judgment should indicate a decision to that effect.