

COURT OF APPEALS OF VIRGINIA

Brad Ferrell v. Playfly, LLC

Ferrell · No. 0674-25-2 · Decided June 16, 2026

SUMMARY

The Virginia Court of Appeals held that res judicata barred Brad Ferrell’s claims for installment payments that had accrued before he filed his earlier general-district-court action but did not bar claims for installments accruing afterward merely because he could have amended his warrant in debt. The court rejected the argument that the general district court’s jurisdictional limit excused claim splitting and remanded for determination of which claims had accrued by the filing date. The court declined to decide whether Playfly’s alleged anticipatory repudiation required Ferrell to assert claims for future installments because the record lacked the referenced letter and had not been sufficiently developed.

CASE DETAILS

|                       |                                                                                                                                                                                                                          |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Court of Appeals of Virginia                                                                                                                                                                                             |
| WRITING FOR THE COURT | Stuart A. Raphael; Judge Causey; Judge Raphael; Judge Duffan                                                                                                                                                             |
| JURISDICTION          | Virginia Court of Appeals                                                                                                                                                                                                |
| DECIDED               | June 16, 2026                                                                                                                                                                                                            |
| DOCKET                | 0674-25-2                                                                                                                                                                                                                |
| DISPOSITION           | reversed_and_remanded                                                                                                                                                                                                    |
| PROCEDURAL POSTURE    | Ferrell appealed from the circuit court's grant of summary judgment to Playfly on the ground that res judicata under Virginia Rule 1:6 barred Ferrell's later breach-of-contract claims for unpaid installment payments. |
| STANDARD OF REVIEW    | The court reviews the application of law to undisputed facts de novo when reviewing a summary-judgment decision.                                                                                                         |
| PRECEDENTIAL VALUE    | published                                                                                                                                                                                                                |
| PARTIES               | Brad Ferrell v. Playfly, LLC                                                                                                                                                                                             |

TOPICS

- res judicata
- summary judgment
- breach of contract
- civil procedure
- appellate procedure

## PRACTICE AREAS

civil procedure

contracts

appellate procedure

employment law

## QUESTIONS PRESENTED

1. Whether res judicata under Virginia Rule 1:6 barred claims for installment payments that had accrued before Ferrell filed the warrant in debt in the first action but were not included in that action.
2. Whether res judicata barred claims for installment payments that accrued after Ferrell filed the warrant in debt but before trial because Ferrell could have amended the warrant in debt to include them.
3. Whether the record supported affirming the judgment on the alternative ground that Playfly had anticipatorily repudiated the separation agreement, requiring Ferrell to sue for all past and future installment damages in the first action.

## HOLDINGS

1. Rule 1:6 bars Ferrell's claims for unpaid installments that had come due by August 24, 2023, when he filed the first warrant in debt, if those claims were not included in the first lawsuit.
2. Res judicata does not bar claims for installment payments that accrued after Ferrell filed the first warrant in debt merely because those claims accrued before the first action went to trial and could have been added by amendment.
3. The court did not decide whether Virginia claim-preclusion law requires a plaintiff to assert all future installment damages when the defendant has anticipatorily repudiated the entire contract because the record was insufficient to establish repudiation.

## KEY QUOTATIONS

*"Thus, if the underlying dispute produces different legal claims that can be joined in a single suit under the joinder statutes, Rule 1:6 provides that they should be joined unless a judicially . . . recognized exception to res judicata exists."* (at 4)

*"A judgment in an action for breach of contract does not normally preclude the plaintiff from thereafter maintaining an action for breaches of the same contract that consist of failure to render performance due after commencement of the first action."* (at 7-8)

*"We hold simply that any claim by Ferrell for installment payments due when he filed his warrant in debt is barred if Ferrell failed to include that claim in his first lawsuit."* (at 13)

## FACTUAL BACKGROUND

Ferrell and Playfly entered into a separation agreement providing for severance payments through September 2023 and a prorated bonus payable by August 14, 2023. After Playfly stopped making certain payments, Ferrell filed a general-district-court warrant in debt on August 24, 2023, seeking only specified earlier payments. He obtained judgment in that action and later sued in circuit court for additional unpaid installments and the bonus. The record did not include a June 30 letter that allegedly stated Playfly would cease making payments because of alleged noncompetition-agreement breaches.

## PROCEDURAL HISTORY

Ferrell first sued Playfly in general district court for certain missed payments under a separation agreement and obtained a judgment after trial. He did not amend that action to add later-due installments. Ferrell then filed this circuit-court action for remaining unpaid severance payments and a prorated bonus. The circuit court granted Playfly summary judgment, and the Court of Appeals of Virginia affirmed in part, reversed in part, and remanded.

## DISPOSITION

reversed\_and\_remanded

## REMAND INSTRUCTIONS

The circuit court must determine which installment-payment claims had accrued by August 24, 2023, and therefore are barred if not included in the first lawsuit. It must also determine whether the prorated-bonus claim had accrued by that date. The court may consider on remand any valid factual and legal basis, including anticipatory repudiation, for requiring Ferrell to assert all breach-of-contract claims in the first action.

## CASES CITED

- Howell v. Sobhan, 278 Va. 278, 280 (2009)
- Brown v. Hoffman, 275 Va. 447, 449 (2008)
- Ranger v. Hyundai Motor America, 302 Va. 163, 169 (2023)
- Funny Guy, LLC v. Lecego, LLC, 293 Va. 135, 141-55, 159 (2017)
- Davis v. Marshall Homes, Inc., 265 Va. 159 (2003)
- Lucky Brand Dungarees, Inc. v. Marcel Fashions Group, Inc., 590 U.S. 405, 414-15 (2020)
- Whole Woman's Health v. Hellerstedt, 579 U.S. 582, 600 (2016)
- Cayuga Nation v. Tanner, 6 F.4th 361, 376 (2d Cir. 2021)
- Comput. Assocs. Int'l, Inc. v. Altai, Inc., 126 F.3d 365, 369-70 (2d Cir. 1997)
- Morgan v. Covington Township, 648 F.3d 172, 177-78 (3d Cir. 2011)
- Com. Box & Lumber Co. v. Uniroyal, Inc., 623 F.2d 371, 374 n.2 (5th Cir. 1980)
- Rawe v. Liberty Mutual Fire Insurance Co., 462 F.3d 521, 530 (6th Cir. 2006)
- Heard v. Tilden, 809 F.3d 974, 979 (7th Cir. 2016)
- Ellis v. CCA of Tennessee LLC, 650 F.3d 640, 652 (7th Cir. 2011)
- Ripplin Shoals Land Co. v. U.S. Army Corps of Engineers, 440 F.3d 1038, 1043 (8th Cir. 2006)
- Howard v. City of Coos Bay, 871 F.3d 1032, 1040 (9th Cir. 2017)
- Milner v. Baptist Health Montgomery, 739 F.3d 1291, 1298 (11th Cir. 2014)
- Hatch v. Boulder Town Council, 471 F.3d 1142, 1150 (10th Cir. 2006)
- L.A. Branch NAACP v. L.A. Unified Sch. Dist., 750 F.2d 731, 132 F.4th 1354, 1362 (11th Cir. 2025)
- Gillig v. Nike, Inc., 602 F.3d 1354, 1363 (Fed. Cir. 2010)

- Seaview Apartments, LLC v. City of Newport News, 86 Va. App. 583, 598-99 (2026)
- Jones v. Morris Plan Bank, 168 Va. 284, 290-92 (1937)
- Bennett v. Sage Payment Solutions, Inc., 282 Va. 49, 58-59 (2011)
- Manning v. City of Auburn, 953 F.2d 1355, 1360 (11th Cir. 1992)
- Pleming v. Universal-Rundle Corp., 142 F.3d 1354, 1358-59 (11th Cir. 1998)
- Under Wild Skies, Inc. v. National Rifle Association, 304 Va. 310, 316-17 (2025)
- Vahabzadeh v. Mooney, 241 Va. 47, 50 (1991)
- Board of Supervisors v. Ecology One, Inc., 219 Va. 29, 33 (1978)
- Haynes v. Haggerty, 291 Va. 301, 305 (2016)
- Lynnhaven Dunes Condominium Association v. City of Virginia Beach, 284 Va. 661, 670 (2012)
- Commonwealth v. Holland, 304 Va. 34, 38 (2025)
- Lorenz v. Parker, 82 Va. App. 413, 424 n.8 (2024)
- State Farm Mutual Automobile Insurance Co. v. Riley, 199 F.R.D. 276, 279 (N.D. Ill. 2001)

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