Circuit Court for Anne Arundel County
Case No. C-02-CV-17-003171

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 251

September Term, 2021

HELEN MROSE

v.

SAMUEL BOLES

Berger,
Arthur,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zarnoch, J.

Filed: June 9, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Helen Mrose, appellant/cross-appellee, and Samuel Boles, appellee/cross-appellant, appear before this Court for the second time in this breach of contract action. In the first appeal, we reversed the judgment of the Circuit Court for Anne Arundel County and remanded for entry of a judgment in favor of Mrose.

On remand, Mrose filed motions requesting prejudgment interest and attorney's fees. The court awarded Mrose $10,000 of the $41,446 in attorney's fees that she claimed. The court denied the motion for prejudgment interest.

Both parties filed a timely appeal. Mrose presents two questions for our review:

1. Did the Circuit Court err in awarding only $10,000 in attorneys' fees to [Mrose] upon remand, when the fees incurred for this matter by [Mrose] were over $40,000 where it is clear that any reasonable fee award would have been far greater than $10,000 in this case?

2. Did the Circuit Court err in denying [Mrose]'s request for prejudgment interest, where the amount in question was a sum certain and was due upon a date certain?

On cross-appeal, Boles presents one question for review:

1. Did the [Circuit] Court err when it awarded Mrose attorney's fees because the new contract that this Court had found that the parties had created did not contain a provision for attorney's fees and Mrose failed to preserve the issue?

For the reasons to be discussed, we agree with Mrose that the court erred in denying her request for prejudgment interest and abused its discretion in determining the amount of attorney's fees to be awarded. We also reject Boles's cross appeal. Accordingly, we shall reverse the order denying prejudgment interest, vacate the award of attorney's fees, and remand to the circuit court with further instructions.

BACKGROUND

The parties were formerly married and were divorced in 2015. A marital settlement agreement ("Agreement") was incorporated but not merged into the judgment of divorce.

Among other things, the Agreement provided that, if Mrose chose not to exercise an option to purchase Boles's interest in the former marital home (the "Property") within four months, the Property would be sold, with the net proceeds to be divided equally between the parties. The Agreement also included language providing for attorney's fees in the event of a breach of any provision of the Agreement:

> Each party hereby waives the right to assert any claim against the other party for counsel fees or legal services rendered to him or her at any time in the past, present, or future, except as stated in this Agreement and except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any reasonable legal fees incurred by the other party in seeking to enforce this Agreement which are awarded by a court of competent jurisdiction.

The Property was eventually listed for sale. As an inducement to accept an offer that was $150,000 less than what Mrose wanted for the Property, Boles offered to "split the difference[.]"

In the first appeal, we summarized the facts leading up to the breach of contract action:

> The Property was initially listed for $2,500,000 from July 2016 until the listing was taken off the market in November 2016 due to market weakness. The Property was again listed on April 21, 2017 for $2,300,000, but the price was reduced to $2,150,000 in early May.
>
> On May 20, 2017 the parties received their first offer on the Property for $1,950,000. Mrose was dissatisfied with this offer and explained to Boles that she refused to sell the Property for anything less than

> $2,150,000. In regard to this specific offer, Boles agreed to split the difference between the contract price and the price that Mrose was willing to sell the house. This sale was not completed.
>
> On June 29, 2017 a new buyer offered $1,975,000 for the Property. Mrose wished to negotiate for a higher price because she believed the house was worth at least $2,150,000, but she ultimately reduced the amount she wanted to receive to $2,125,000. Elizabeth Montaner, the parties' real estate agent, advised by email that they should accept the offer of $1,975,000 with the condition that the buyer strikes the appraisal contingency, and stated that Boles would again agree to split the difference between the contract price and what Mrose was willing to sell the house for – this time a $150,000 difference. In response to Montaner's email, Boles stated "[t]hat sounds fine. I am in agreement." He continued, "In an effort to not loose [sic] this buyer, I have agreed to kick in the difference at the moment, and then negotiate separately with [Mrose] to split the difference in the future."
>
> Relying on the email agreement from Boles, Mrose signed the revised contract on June 30, 2017 to sell the Property for $1,975,000.

Mrose v. Boles, No. 341, Sept. Term 2019 (Md. App. October 30, 2020), slip op. at 1-2.

Based on the parties' agreement, Montaner directed the title company to divide the proceeds of the sale of the Property such that Mrose received $75,000 more than Boles. Boles then claimed that he had made no such deal and demanded that the proceeds be split evenly.

Prior to closing, Mrose retained an attorney, who made efforts to compel Boles to comply with the agreement, to no avail. Mrose went through with the closing, under protest, and subsequently sued Boles for breach of contract. Boles countersued. Both parties requested attorney's fees.

Following a bench trial, the court denied the parties' respective claims for breach of contract and attorney's fees. With respect to Mrose's claim, the court found that email

exchange was not a contract or a modification of the Agreement but was only a statement of intent. In a separate order, the court denied both parties' requests for attorney's fees. Mrose filed an appeal.

Prior Appeal

On appeal, we concluded that the circuit court erred in finding there was no contract of modification of the Agreement. We held: (1) that the parties, by email and/or by agency, "created a binding contract that modified the Agreement where Boles was to pay an additional $75,000 of the Property proceeds" to Mrose, and (2) that "Boles breached the contract when he refused to pay the additional amount." *Id.* at 11. We remanded the case to the circuit court with the following mandate: "**CASE REMANDED FOR ENTRY OF A JUDGMENT IN FAVOR OF [MROSE]**."

Proceedings on Remand

On November 25, 2020, the circuit court entered a judgment in the amount of $75,000 in favor of Mrose.[1] Mrose filed a motion requesting that the judgment be revised to add prejudgment interest accruing from the date of the sale of the property. The court denied the motion and Mrose filed a motion for reconsideration.

On December 9, 2020, before the court's judgment became final, Mrose filed a motion for attorney's fees. On March 26, 2021, the court held an evidentiary hearing on

[1] The judgment was originally entered prematurely, on November 2, 2020, after this Court's opinion was filed but before the mandate was issued. On November 25, 2020, after the mandate was issued, the court struck the judgment entered on November 2, 2020 and entered a new judgment in favor of Mrose in the amount of $75,000.

Mrose's motion for attorney's fees and her motion for reconsideration of the order denying prejudgment interest.

At the hearing, Mrose submitted legal bills totaling $50,015.19. Counsel for Mrose informed the court that he had discounted his hourly rate from $375 to $275 (which was increased at some point to $325), and that the bills had been paid. Counsel for Mrose explained that the amount of time expended on the case reflected the need to respond to "frivolous pleadings" filed by Boles, having to prepare for trial three times due to court postponements, researching the novel legal issues presented in the case, and ultimately appealing the court's ruling on the breach of contract claim. According to counsel, Mrose was undeterred by mounting legal bills. Counsel quoted Mrose as saying, "it's the principle, [Boles] made a deal, and I did what he wanted me to do, I signed that contract, I went to closing, he wouldn't pay me, and he owes me that money."

Mrose called an expert witness who testified that the attorney's fees were fair and reasonable, especially in light of the reduced hourly rate, and that there was nothing in the itemized bills that he "would characterize as frivolous or baseless that unnecessarily drove [up] the fee[.]" The expert stated that, although it might seem that "there was a lot going on for a $75,000 dispute[,]" it was an "unusual case" that was "hotly contested[,]" and that "[t]here were significant legal arguments" and "a lot of pleadings" filed by both parties.

Boles objected to a bill for $4,579.18 from Ronald Naditch, Esq. for services incurred before the closing took place and before suit was filed. After the court said that it would not consider fees incurred prior to the breach of the Agreement, Mrose withdrew

Mr. Naditch's bill from her request for attorney's fees. Mrose also subtracted various other charges that Boles objected to on grounds that they were unrelated to efforts to enforce the Agreement.

In closing, Mrose ultimately requested that the court award attorney's fees in the amount of $41,446. Boles argued that Mrose was not entitled to any relief because the parties' agreement regarding the distribution of proceeds from the sale of the Property was a "new contract" that contained no provision for attorney's fees.

Ruling from the bench, the court first declined to reconsider its order denying Mrose's request for prejudgment interest, stating that it lacked authority to do so. The court then addressed the factors to be considered by a court in determining the amount of an award for attorney's fees, which are set forth in Maryland Rule 2-703(f)(3):

> (A) the time and labor required;
>
> (B) the novelty and difficulty of the questions;
>
> (C) the skill required to perform the legal service properly;
>
> (D) whether acceptance of the case precluded other employment by the attorney;
>
> (E) the customary fee for similar legal services;
>
> (F) whether the fee is fixed or contingent;
>
> (G) any time limitations imposed by the client or the circumstances;
>
> (H) the amount involved and the results obtained;
>
> (I) the experience, reputation, and ability of the attorneys;
>
> (J) the undesirability of the case;

(K) the nature and length of the professional relationship with the client; and

(L) awards in similar cases.

The court found that counsel's time and labor "were certainly appropriate, reasonable and necessary under the circumstances[,]" that the issues involved were "maybe … more complicated than it looked initially," and that counsel had the requisite skills. The court accepted the opinion of the expert witness that the fee was customary for similar legal services and gave "a nod to" counsel for cutting his hourly rate, adding that "375 [dollars an hour] would've been just as justifiable as 275." The court discussed the remaining factors and found none to be particularly relevant except for 2-703(f)(3)(H): "the amount involved and the results obtained[.]" The court stated:

> This is[ ] where I really am not feeling it[.] This is spending . . . $41,446 to go after best case scenario $75,000. It seems kind of foolish.
>
> Now, we've all had that client with the Captain Ahab syndrome, that's my phrase. . . . I don't care what the cost is, damn the torpedoes, full speed ahead, right.
>
> If that's [Mrose's] attitude she's entitled to it and if you're the lucky lawyer who's getting paid every month when she has that attitude, that's great, but it shouldn't cost me. You follow me? So that factor I think weighs strongly on the part of Mr. Boles.

In explaining its ruling, the court stated:

> So now it's up to me to say well how much of Ms. Mrose's fees should Mr. Boles be on the hook for, for making her go down the street to convince a panel of three judges that [the court] and [counsel for Boles] were wrong[.] . . .
>
> * * *

> [A]nd what discount do I put on Ms. Mrose for what I call the Captain Ahab factor? So[,] I will grant the motion for attorney fees. And the amount of attorney fees that I will award will be $10,000.
>
> Because I think a 75 percent reduction for the Captain Ahab factor, after all the arithmetic has been done is probably fair.

Mrose filed a motion requesting that the court reconsider the award of attorney's fees, which the court denied. This appeal followed.

DISCUSSION

Under Maryland Rule 8-131(c), "an appellate court reviews cases tried without a jury 'on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.'" *Credible Behav. Health, Inc. v. Johnson*, 466 Md. 380, 388 (2019) (quoting Md. Rule 8-131(c)). However, "the clear error standard does not apply to 'determinations of legal questions or conclusions of law.'" *Id.* (quoting *Tribbitt v. State*, 403 Md. 638, 644 (2008)). Instead, "[w]hen the trial court's order involves an interpretation and application of Maryland statutory [or] case law, [the appellate] [c]ourt must determine whether the lower court's conclusions are legally correct under a *de novo* standard of review." *Id*. (citation and quotation marks omitted).

A. Attorney's Fees

"Maryland generally adheres to the common law, or American rule, that each party to a case is responsible for the fees of its own attorneys, regardless of the outcome." *Friolo v. Frankel*, 403 Md. 443, 456 (2008). There are several exceptions to the general rule,

including where, as in this case, there is "an express contractual provision" between the parties. *Ibru v. Ibru*, 239 Md. App. 17, 47 (2018) (citation and quotation marks omitted).

A court's overarching "duty in fashioning an award pursuant to a contract is to determine the reasonableness of a party's request." *Ochse v. Henry*, 216 Md. App. 439, 458 (2014). "An appellate court will disturb a trial court's award of attorneys' fees based on a contractual agreement between the parties only if the trial court abused its discretion." *SunTrust Bank v. Goldman*, 201 Md. App. 390, 397 (2011). *See also Collins v. Collins*, 144 Md. App. 395, 447 (2002) ("An award of attorney's fees will not be reversed unless a court's discretion was exercised arbitrarily or the judgment was clearly wrong.") (citation and quotation marks omitted). "[A]n exercise of discretion based upon an error of law is an abuse of discretion." *Brockington v. Grimstead*, 176 Md. App. 327, 359 (2007), *aff'd*, 417 Md. 332 (2010). Abuse of discretion is also said to occur when a ruling is "'clearly untenable, unfairly depriving a litigant of a substantial right and denying a just result[.]'" *North v. North*, 102 Md. App. 1, 13 (1994) (citation omitted).

Maryland Rule 2-704 governs an award of attorney's fees that are allowable by contract as an element of damages for a breach of that contract.[2] Subsection (e)(2) of the Rule provides, in pertinent part, that, in determining the amount of an award, "the court shall apply the standards set forth in Rule 2-703(f)(3)[.]"

[2] A different type of contractual provision for fee-shifting permits an award of attorney's fees to the prevailing party in any action arising out of the contract. *See* Md. Rule 2-705. Here, by contrast, the parties' Agreement limits recovery of attorney's fees to fees incurred by one party to enforce the Agreement in the event of a breach by the other party.

Rule 2-703(f)(3), in turn, sets forth the following standards:

> (A) the time and labor required;
>
> (B) the novelty and difficulty of the questions;
>
> (C) the skill required to perform the legal service properly;
>
> (D) whether acceptance of the case precluded other employment by the attorney;
>
> (E) the customary fee for similar legal services;
>
> (F) whether the fee is fixed or contingent;
>
> (G) any time limitations imposed by the client or the circumstances;
>
> (H) the amount involved and the results obtained;
>
> (I) the experience, reputation, and ability of the attorneys;
>
> (J) the undesirability of the case;
>
> (K) the nature and length of the professional relationship with the client; and
>
> (L) awards in similar cases.

Mrose contends that the circuit court abused its discretion and erred as a matter of law in discounting her legal fees, which the court found to be reasonable and necessary, based on a "Captain Ahab" factor that is not recognized by the law.[3] Boles argues that,

[3] Mrose also contends that the court erred in disallowing $4,579.18 in legal fees paid to Ronald Naditch, Esq. for services rendered prior to Boles's breach of the Agreement. This claim was waived because Mrose voluntarily withdrew Mr. Naditch's bills from her request for attorney's fees after the court stated that it would not consider them. We cannot conclude that the court erred in failing to award fees that Mrose ultimately did not request.

assuming the court had authority to award attorney's fees, the court did not abuse its discretion in determining the amount of the award.

As an initial matter, Boles's contention that the court had no authority to award attorney's fees lacks merit. Boles advances two arguments in support of this contention. First, Boles suggests that, as a consequence of this Court's holding in the previous appeal, *i.e.*, that the parties "created a contract that modified the Agreement", the Agreement and its provisions for attorney's fees were "abandoned" or extinguished. Boles confuses modification of a contract with novation, which is "a new contractual relation made with intent to extinguish a contract already in existence." *I. W. Berman Props. v. Porter Bros.*, 276 Md. 1, 7 (1975). A novation '"does not result from the substitution of . . . one contract for another, unless such substitution is made with the intention of all the parties concerned to extinguish the old one."' *Id.* at 8 (quoting *Dist. Nat'l Bank of Washington v. Mordecai*, 133 Md. 419, 427 (1919)). According to the record, the parties did not express mutual intent to extinguish the Agreement, and Boles does not contend otherwise.

The second argument advanced by Boles is that Mrose failed to preserve her claim for attorney's fees because, in the prior appeal, she "failed to present any argument or request that this Court remand for further proceedings on fees." Therefore, according to Boles, the trial court was precluded from awarding attorney's fees. We disagree.

"Unlike cases involving the recovery of statutorily-permitted or rules-based attorney's fees, where . . . a claim to attorney's fees is collateral to or independent from the merits of the action,[] contractually-based attorney's fees form 'part of the damage's

claim.'" *Monarc Constr., Inc. v. Aris Corp.*, 188 Md. App. 377, 393 (2009) (quoting *G-C P'ship v. Schaefer*, 358 Md. 485, 488 (2000)). Neither the opinion of this Court nor the mandate to enter judgment in favor of Mrose specified or limited the amount of damages to be awarded. The remand for entry of judgment in favor of Mrose on her breach of contract claim implicitly included an award of any damages to which Mrose was legally entitled, which, pursuant to the parties' Agreement, included reasonable attorney's fees incurred as a result of the breach. *See Maxima Corp. v. 6933 Arlington Dev. Ltd. P'ship*, 100 Md. App. 441, 465 (1994) (rejecting argument that award of attorney's fees was beyond the scope of the remand and holding that the trial court was not only patently authorized to award attorney's fees incurred by party in pursuing claim for payments due under lease agreement but was required to do so under contract provision providing for attorney's fees). *See also* Md. Rule 8-604(d)(1) ("Upon remand, the lower court shall conduct any further proceedings necessary to determine the action in accordance with the opinion and order of the appellate court.").

Turning now to the merits, we agree with Mrose that the court abused its discretion in determining the amount of attorney's fees to be awarded. The court found that the hourly fee charged was justified; that the time and labor were "certainly appropriate, reasonable and necessary under the circumstances"; and that other key factors supporting Mrose's request for attorney's fees had been met. Yet the court discounted the proposed award by

more than 75 percent based expressly on what the court termed "the Captain Ahab factor[.]"[4] There is no authority for the court's approach.

One of the factors the court may consider in awarding attorney's fees allowed pursuant to a contractual provision is "the amount in dispute and the results obtained[.]" Md. Rule 2-703(f)(3)(H). The court incorrectly relied on this factor, however, in drastically reducing the proposed award based solely on what the court perceived to be Mrose's subjective motivation or "attitude" in pursuing her claim for breach of contract.[5] In comparing Mrose to Captain Ahab, it appears that the court's decision was based on a finding that Boles should not have to pay otherwise reasonable attorney's fees because Mrose was driven by an irrational quest for revenge at any cost. Even if there had been competent evidence in the record to support such a finding, it was an abuse of discretion for the court to rely on it in fashioning its award. *See e.g.*, *Kukene v. Genualdo*, 749 A.2d

[4] A few appellate opinions make reference to Captain Ahab, a character in Herman Melville's novel *Moby Dick*, although none in the context of attorney fee litigation. In *In re Recall of Washam*, 257 P.3d 513, 518 (Wash. 2011), the State of Washington's highest court quotes from a trial court opinion that describes the character in this fashion: "[I]n *Moby Dick*, Captain Ahab is obsessed with getting the white whale, and he's obsessed with getting the white whale to the extent that he's willing to take down his ship and his crew in the process."

[5] Boles maintains that the court's decision was not based solely on the "Captain Ahab syndrome" but also on doubt about the opinion of the expert witness and the "arithmetic." The record does not support this contention. The court expressly accepted the expert's opinion and found that the discounted hourly rate was justified and that the "time and labor were certainly appropriate, reasonable and necessary under the circumstances." The court then pondered "what discount" should be applied for "the Captain Ahab factor" before concluding: "I think a 75 percent reduction for the Captain Ahab factor, after all the arithmetic has been done is probably fair."

309, 314 (N.H. 2000) ("'The law will not deny a party a valid claim simply because that party is driven by impure motives or bears the opposition ill will.' Thus, while we are mindful of our deference to the trial court, its reliance on the plaintiff's motivation as a basis for awarding [attorney's] fees was error.") (internal citation omitted); *Rachal v. Rachal*, 489 A.2d 476, 478 (D.C. 1985) ("To add to the calculus any factor such as the motivation of either party in pursuing the litigation creates the very real risk of turning an award of attorney's fees into punitive damages, which are beyond the power of a divorce court to grant.").[6,]

Because the court addressed all of the Rule 2-703(f)(3) factors and found that the fees requested were appropriate, reasonable, and necessary, and because Boles does not challenge those findings on appeal, further proceedings to determine the amount of the award are unnecessary. We shall therefore remand with instructions for the court to enter

[6] In *Estate of Castruccio v. Castruccio*, 247 Md. App. 1, 48 (2020), this Court noted that trial judges should consider the amount of the fee award in relation to the principal amount in litigation and may make a downward adjustment if the fee award is hugely disproportionate to the dollar amount of issue or approaching or exceeds the amount at issue. However, even if the circuit court had relied on these principles, the facts in this case would not justify a fee reduction. A fee recovery of $41,446 is not disproportionate to a monetary judgment of $75,000.

The circuit court's ruling has the undesirable effect of rewarding Boles for taking positions that, though colorable, were unmeritorious as a matter of law and thereby forcing Mrose to run up fees. When she had spent more than $10,000 to collect money that was due to her as a matter of law (with prejudgment interest), what was she supposed to do? Quit and leave Boles with the money that was due her? We think not. In general, when you enter into a fee-shifting agreement, as Boles did, you assume the risk that you will pay the reasonable fees that your adversary incurs in responding to your unmeritorious arguments. If we excuse appellee from having to pay those fees, we encourage litigants to take unmeritorious positions rather than to compromise or to concede.

an order awarding Mrose attorney's fees in the amount of $41,446, plus any additional amount claimed for reasonable fees incurred on this appeal, to be determined in further proceedings.[7]

B. Prejudgment Interest

"The purpose of the allowance of prejudgment interest is to compensate the aggrieved party for the loss of use of the principal liquidated sum found due it and the loss of income from such funds." *I. W. Berman*, 276 Md. at 24. *Accord Nationwide Prop. & Cas. Ins. Co. v. Selective Way Ins. Co.*, 473 Md. 178, 189 (2021). "Prejudgment interest falls into one of two distinct categories—that which is discretionary and that which is awarded as of right." *Id.* at 189.

"[P]rejudgment interest is allowed as a matter of right where 'the obligation to pay and the amount due had become certain, definite, and liquidated by a specific date prior to judgment so that the effect of the debtor's withholding payment was to deprive the creditor of the use of a fixed amount as of a known date.'" *Id.* at 193 (quoting *Buxton v. Buxton*, 363 Md. 634, 656 (2001)) (additional citation omitted). By contrast, "interest is not

[7] Maryland Rule 2-706 provides:

> A party who seeks an award of attorneys' fees incurred in connection with an appeal, application for leave to appeal, or petition for certiorari shall file a motion for such fees in the circuit court that entered the judgment or order that is the subject of the appellate litigation. The motion shall be filed: (a) within 30 days after entry of the last mandate or order disposing of the appeal, application, or petition; or (b) if an appellate court remands for further proceedings, within 30 days after the entry of a final order disposing of all claims. Proceedings on the motion shall be in the circuit court and shall be consistent with the standards and procedures set forth in Rule 2-703 or Rule 2-705, as applicable.

permitted on unliquidated claims, which are typically tort claims." *Tricat Indus., Inc. v. Harper*, 131 Md. App. 89, 123 (2000). *See also Nationwide*, 473 Md. at 193 (explaining that "prejudgment interest is not allowed . . . where the recovery is for . . . intangible elements of damage not easily susceptible of precise measurement.") (citation and internal quotation marks omitted). "If it is a contract case that falls 'somewhere in between' the two extremes, interest lies at the discretion of the fact finder." *Tricat*, 131 Md. App. at 123 (citation omitted).

Mrose contends that she has a right to prejudgment interest as a matter of right because the parties' agreement required payment of a sum certain on a date certain, and, therefore, it was error for the circuit court to deny her motion to revise the judgment to add prejudgment interest. Boles asserts that, assuming the court had authority to award interest,[8] it was not a matter of right, but was within the discretion of the court to deny.

We agree with Mrose that she was entitled to prejudgment interest as a matter of right. Boles's obligation to pay Mrose $75,000 under the terms of the modified Agreement

[8] Boles asserts that (1) Mrose waived her claim for prejudgment interest because she did not raise it in the circuit court until after remand, and (2) the circuit court had no authority to grant prejudgment interest on remand because the mandate from this Court included no such instruction. Boles offers no support for the first contention, and we are aware of none. *See Rollins v. Cap. Plaza Assocs., L.P.*, 181 Md. App. 188, 202 (2008) (the appellate court cannot be expected to seek out law in support of a party's position.) Nor does Boles point to any authority in support of the second contention. We note, however, that where, as in this case, there is an entitlement to prejudgment interest as a matter of right, it is within the trial court's authority to award prejudgment interest on remand, even where the mandate of the appellate court does not specifically direct the trial court to make such an award. *See Maxima*, 100 Md. App. at 461 (holding that an award of prejudgment interest as a matter of right was implicit in the mandate and, therefore, within the trial court's authority to award).

"had become certain, definite, and liquidated by a specific date prior to judgment," specifically, on the date of closing, when the net proceeds from the sale of the Property were distributed.[9] Accordingly, Mrose was entitled to prejudgment interest as a matter of right, and the court erred in denying Mrose's motion to revise the judgment to include prejudgment interest.

DECEMBER 8, 2020 ORDER OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY DENYING APPELLANT/CROSS-APPELLEE'S MOTION TO REVISE JUDGMENT TO ADD PREJUDGMENT INTEREST REVERSED. MARCH 30, 2021 ORDER AWARDING ATTORNEY'S FEES IN THE AMOUNT OF $10,000 VACATED. CASE REMANDED FOR (1) ENTRY OF AWARD IN FAVOR OF APPELLANT/CROSS-APPELLEE IN THE AMOUNT OF $41,446.00 IN ATTORNEY'S FEES PLUS ANY REASONABLE FEES CLAIMED FOR THIS APPEAL; (2) ENTRY OF AWARD IN FAVOR OF APPELLANT/CROSS-APPELLEE FOR PREJUDGMENT INTEREST ON THE NOVEMBER 25, 2020 JUDGMENT FOR $75,000.00 FROM THE DATE OF CLOSING ON THE PROPERTY TO THE DATE OF PAYMENT; (3) FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY APPELLEE.

[9] Boles asserts that the amount to be paid was not a sum certain but was "subject to a reduction based on the seller's costs." This is essentially the same argument we previously rejected in denying Boles's Motion for Reconsideration of the opinion in the prior appeal. We decline to address it in this appeal. Alternatively, Boles claims that the issue of prejudgment interest was discretionary because there was a "legitimate dispute" regarding his obligation to pay. We disagree with the premise of this argument.