

Circuit Court for Wicomico County
Case No.: C-22-CV-23-000194

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 646

September Term, 2024

SALISBURY MD, LLC

v.

ELU DELUCA
SALISBURY SF, LLC, *et al.*

Graeff,
Arthur,
Woodward, Patrick L.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Woodward, J.

Filed: June 18, 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 Rule 1-104(a)(2)(B).

The instant appeal stems from three consolidated lawsuits in the Circuit Court for Wicomico County, alleging breach of two real estate sales contracts between Salisbury MD, LLC (“Salisbury”), appellant, and ELU DeLuca Salisbury APT, LLC and ELU DeLuca Salisbury SF, LLC (individually, “DeLuca APT” and “DeLuca SF”; collectively, “DeLuca”), appellees. After a bench trial, the court found both contracts unenforceable. Even so, because both contracts contained a “prevailing party” fee-shifting provision, the trial court allowed the parties to submit motions for attorneys’ fees. Only Salisbury filed a motion for attorneys’ fees. The court denied Salisbury’s motion, and this appeal followed.¹

On appeal, Salisbury presents one question for our review, which, as stated in its brief, is as follows:

Did the Circuit Court err in denying Salisbury’s motion for attorney fees where the Real Estate Contracts between the parties provided that Salisbury, as the prevailing party, was entitled to recover its attorney fees as damages?

For the following reasons, we shall affirm in part and reverse in part the judgment of the circuit court.

BACKGROUND

On March 8, 2022, the parties entered into two nearly identical contracts by which Salisbury agreed to sell to DeLuca two parcels of real property. The contract between Salisbury and DeLuca APT (the “APT Contract”) was for the sale of land that DeLuca APT

¹ DeLuca appealed on May 28, 2024, after the judgment but before the trial court’s disposition on attorneys’ fees. Salisbury later cross-appealed after its motion for attorneys’ fees was denied. DeLuca has since voluntarily dismissed their appeal, and Salisbury does not challenge the merits of the underlying judgment. Accordingly, this appeal concerns only the denial of Salisbury’s motion for attorneys’ fees.

would develop into multi-family homes. Similarly, the contract between Salisbury and DeLuca SF (the “SF Contract”) was for the sale of land that DeLuca SF would develop into single-family homes.

Both contracts contained identical provisions allowing for the recovery of attorneys’ fees by the prevailing party in any litigation arising from the contracts. Paragraph 20(h) in both contracts states:

In the event of any dispute or controversy arising out of or relating to this Contract or the parties’ compliance therewith, it is agreed that the exclusive forum for determination of any and all such disputes or controversies shall be the appropriate trial court for the jurisdiction in which the Property is located. Moreover, in addition to any other relief to which it may be entitled, **the prevailing party shall be entitled to recover its attorneys’ fees and costs incurred in regard to such dispute or controversy.** THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.

(Emphasis added).

The parties eventually discovered that the manner in which Salisbury took title was problematic. Although Salisbury tried to resolve the issue with a quiet title action, which resulted in a consent order, the title insurance company refused to proceed without an affidavit from Salisbury as to the value of the properties. Negotiations broke down, and three lawsuits followed.

On June 5, 2023, Salisbury sued DeLuca APT (“Case No. 179”), seeking a declaration that the APT Contract was terminated due to DeLuca’s material breach and that, as a result, Salisbury was entitled to the earnest money deposit. Specifically, Salisbury asked the court to:

1. Determine that [DeLuca APT] is in breach of the [APT Contract];

2. Order that [DeLuca APT] to instruct the Escrow Agent, Liberty Settlement Services, to release the \$50,000.00 deposit to [Salisbury]; [and]
3. Determine that the [APT Contract] dated March 8, 2022[,] between the parties is terminated by virtue of [DeLuca APT]'s default[.]
4. Enter a judgment against [] [DeLuca APT] for the amount of [Salisbury]'s reasonable attorney fees incurred in the prosecution of this action;
5. And for other and further relief as justice may require.

Soon after, DeLuca SF sued Salisbury (“Case No. 194”), seeking specific performance ordering Salisbury to sign the affidavit required by the title insurance company and to transfer title and possession of the property. DeLuca SF also sought \$75,000 in compensatory damages for unjust enrichment, as well as declaratory relief. Specifically, it asked:

Count I
SPECIFIC PERFORMANCE

* * *

- A. To enter Judgment in favor of [DeLuca SF] that the [SF] Contract between the Parties be specifically enforced;

Count II
DECLARATORY RELIEF

* * *

- A. That this Court determine and adjudicate the rights and liabilities of the parties with respect to the [SF] Contract;
- B. That this Court determine that [DeLuca SF] has a valid and enforceable contract with [Salisbury];

* * *

Count III
UNJUST ENRICHMENT

* * *

A. That this Court enter Judgment against [Salisbury] in an amount in excess of Seventy-Five Thousand Dollars (\$75,000);

* * *

Finally, Salisbury sued DeLuca SF (“Case No. 223”), seeking a declaration that the SF Contract was unenforceable due to DeLuca SF’s material breach. Specifically, it asked the court to:

- 1) Determine that [DeLuca SF] is in breach of the [SF Contract];
- 2) Determine that the [SF] Contract dated March 8, 2022[,] between the parties is terminated by virtue of [DeLuca SF]’s default;
- 3) Enter a judgment against [DeLuca SF] for the amount of [Salisbury]’s reasonable attorney fees incurred in the prosecution of this action;
- 4) And for other and further relief as justice may require.

The court consolidated the three cases, and the parties appeared for a bench trial on March 27 and April 29, 2024. On April 30, 2024, the court issued an Order Entering Declaratory Relief:

ORDERED, that Salisbury[]’s Complaint for declaratory relief as to the [SF] Contract of March 8, 2022, with [DeLuca SF] be granted, and it is, further

DECLARED, that the [SF] Contract dated March 8, 2022, between Salisbury [] as Seller and [DeLuca SF] as Purchaser be and hereby is declared non-enforceable, and it is further,

ORDERED, that [DeLuca SF]’s Complaint for specific performance be, and hereby is denied, and it is further,

DECLARED, that Salisbury [] and [DeLuca SF] are not obligated to perform the [SF] Contract of March 8, 2022, and it is further,

ORDERED, that Salisbury[]’s Complaint for declaratory relief as to the [APT] Contract of March 8, 2022, with [DeLuca APT] is granted, and it is further,

ORDERED, that [DeLuca APT] be, and hereby is authorized to recover the \$50,000.00 earnest money deposit from the Escrow Agent in connection with the [APT] Contract of March 8, 2022, and it is further,

DECLARED, that Salisbury [] and [DeLuca APT] have no obligation to each other as to the March 8, 2022, [APT] Contract between the parties, and it is further,

ORDERED, that either party may file a Motion for Attorney Fees as provided for in the Real Estate Sales Contracts within fourteen (14) days of the date of this Order.

Salisbury moved for attorneys’ fees on May 14, 2024, and the trial court denied the motion on June 5, 2024. DeLuca did not file a motion for attorneys’ fees.

STANDARD OF REVIEW

“Contract provisions providing for awards of attorney[s]’ fees to the prevailing party in litigation under the contract generally are valid and enforceable in Maryland.” *Myers v. Kayhoe*, 391 Md. 188, 207 (2006) (citation omitted). “Although the determination of reasonableness of attorney[s]’ fees is left to the discretion of the trial court,” the court may not refuse altogether a prevailing party’s request for attorneys’ fees pursuant to such a contract provision. *Id.* at 207–08. “A determination of prevailing party status is a question of law, which we review *de novo*.” *Md. Green Party v. State Bd. of Elections*, 165 Md. App. 113, 128 (2005) (citation omitted).

DISCUSSION

A. Arguments of the Parties

Salisbury argues that the trial court erred in denying its motion for attorneys’ fees because the contracts allowed the prevailing party in the litigation to recover attorneys’ fees. According to Salisbury, the trial court ruled in its favor as to all three consolidated cases when it (1) declared that the SF Contract was not enforceable, (2) denied DeLuca’s related claim for specific performance of the SF Contract, and (3) declared that the APT Contract was unenforceable. Thus, Salisbury concludes, it was the prevailing party and, as such, is entitled to attorneys’ fees.

DeLuca counters that they were the prevailing party in the litigation. According to DeLuca, although the trial court ostensibly “granted” Salisbury’s complaints for declaratory relief, it did not grant any of Salisbury’s requests for relief. Salisbury’s first request for relief, in DeLuca’s view, was for the court to find that DeLuca was in breach of the contracts, but the court found that Salisbury was the party in breach of both contracts. DeLuca argues also that Salisbury did not prevail on its second request for relief for the return of the deposit money in the APT Contract because the court authorized DeLuca APT to recover the deposit. Lastly, DeLuca contends that Salisbury did not prevail on its last request for relief to find DeLuca in default of the contracts; instead, the court found Salisbury in breach. Therefore, DeLuca concludes, they were the prevailing party.

B. Analysis

“[A] litigant is a ‘prevailing party’ if [they] succeed[] ‘on any significant issue in litigation which achieves some of the benefit the parties sought in bringing suit.’” *Royal*

Inv. Grp., LLC v. Wang, 183 Md. App. 406, 457 (2008) (citation omitted). To achieve “prevailing party” status, however, a party need not obtain a monetary judgment. *See, e.g., Stratakos v. Parcels*, 172 Md. App. 464, 467–68 (2007). Rather, a litigant is a prevailing party if the court rules in their favor “on the core claims that formed the basis of the dispute between the parties[.]” *Royal Inv. Grp.*, 183 Md. App. at 458.

In *Hyundai Motor Am. v. Alley*, we recognized three nontechnical, commonsense principles to guide courts when deciding whether a party achieved “the requisite degree of success to be deemed a prevailing party”:

- (1) A party prevails when its ends are accomplished as a result of the litigation;
- (2) If a party reaches a sought-after destination, then the party prevails regardless of the route taken; and
- (3) The standard is whether the party has prevailed in a practical sense.

183 Md. App. 261, 272–73 (2008) (citing *Blaylock v. Johns Hopkins Fed. Credit Union*, 152 Md. App. 338, 354–55 (2003)).

The contracts here entitled the prevailing party “to recover its attorneys’ fees and costs incurred in regard to” “any dispute or controversy arising out of or relating to” the contracts. Accordingly, because this appeal involves decisions by the trial court on three distinct lawsuits, we must determine the prevailing party of each one. *Cf. Plank v. Cherneski*, 469 Md. 548, 622–24 (2020).

In Case No. 179, Salisbury asked the trial court to find DeLuca APT in breach, to declare the APT Contract terminated due to DeLuca APT’s breach, and to order the release of the \$50,000 deposit to Salisbury. Although the court declared that the parties had no

further obligations under the APT Contract, it did not declare that DeLuca APT breached. Moreover, the court released the \$50,000 deposit to DeLuca APT, not Salisbury. The “core claims that formed the basis of the dispute between the parties” in this case were the request to find DeLuca APT in breach and the related determination of which party was entitled to the \$50,000 deposit. *Royal Inv. Grp.*, 183 Md. App. at 458. Contrary to Salisbury’s argument, the request to declare the APT Contract terminated was not a core claim because it was not in dispute; the record reflects that both parties wanted this result. The court resolved the only disputed claims in DeLuca APT’s favor, and thus, DeLuca APT “prevailed in a practical sense.” *Hyundai Motor Am.*, 183 Md. App. at 273. In other words, despite the court granting Salisbury’s request to declare the contract terminated, it did not rule in Salisbury’s favor “on the core claims that formed the basis of the dispute between the parties[.]” *Royal Inv. Grp.*, 183 Md. App. at 458. Thus we conclude that Salisbury is not the prevailing party in this case.

In Case No. 194, DeLuca SF sought specific performance of the SF Contract, a declaration that the contract was enforceable, and unjust enrichment in an excess of \$75,000. The trial court did not grant any of these requests. Instead, it declared that the SF Contract was unenforceable and denied the claims for specific performance and damages. Thus we conclude that Salisbury is the prevailing party in this case.

Finally, in Case No. 223, Salisbury asked the court to find DeLuca SF in breach and to declare that the SF Contract was unenforceable due to DeLuca SF’s breach. The court ultimately declared that the contract was “non-enforceable,” albeit not due to DeLuca SF’s breach. Even so, unlike Case No. 179, the request to find DeLuca SF in breach was not the

core claim in this case because it was not necessary for Salisbury to “reach[] [its] sought-after destination[.]” *Hyundai Motor Am.*, 183 Md. App. at 273. Salisbury’s ends—that the SF Contract be declared unenforceable—were still accomplished as a result of the litigation. *Id.* Thus we conclude that Salisbury is the prevailing party in this case.

Having determined that Salisbury is the prevailing party in DeLuca SF’s complaint against Salisbury and in Salisbury’s complaint against DeLuca SF, we hold that the trial court erred by denying Salisbury’s motion for attorneys’ fees as to those two complaints. We shall remand the case for the trial court to determine the reasonable attorneys’ fees due to Salisbury.

**JUDGMENT OF THE CIRCUIT COURT
FOR WICOMICO COUNTY AFFIRMED
IN PART AND REVERSED IN PART. CASE
REMANDED FOR FURTHER
PROCEEDINGS CONSISTENT WITH
THIS OPINION. COSTS TO BE PAID ONE-
THIRD BY APPELLANT AND TWO-
THIRDS BY APPELLEE ELU DELUCA
SALISBURY SF, LLC.**