Circuit Court for Queen Anne's County
Case No. C-17-CV-20-000147

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0967

September Term, 2024

PINEY NARROWS YACHT HAVEN CONDOMINIUM ASSOCIATION, INC.

v.

WALTER CORSON

Wells, C.J.,
Leahy,
Kenney, James A.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: December 23, 2025

* 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).

This is the second appeal concerning appellant Walter Corson's right to pressure wash boats at the Piney Narrows Yacht Haven Condominium Marina (the "Marina"), which appellee Piney Narrows Yacht Haven Condominium Association, Inc. (the "Association") opposed. In the last appeal, this Court affirmed the judgments of the Circuit Court of Queen Anne's County in favor of Corson. But we remanded for the court to clarify why it awarded him partial fees. On remand, the circuit court issued a supplemental opinion and explained its rationale for awarding Corson two-thirds of his total fees, or $118,531.55 plus costs.

Both parties timely appealed and present two questions for our review, which we have slightly rephrased:

I. Did the circuit court abuse its discretion in issuing an attorneys' fee award to Corson under the proportionality analysis but not requiring Corson to prove that the fees awarded were limited to his successful claims?

II. Did the circuit court err in failing to allow the Association leave to seek attorney's fees for those claims upon which it prevailed?

We answer the first question in the negative. The second question, we hold, is outside the scope of our remand order. Accordingly, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

In the unreported opinion for the previous appeal, filed March 5, 2024, we recited the relevant factual background. We produce that summary here:

> The Association was established as a commercial condominium association administering the Marina in 1980. Walter Corson has owned several units in the Marina since 1999, including four bulkhead slip units and a lift well accommodating a gantry crane known as a "Travelift." The Marina underwent planned repairs in or around 2019. Prior to construction

commencing, Corson testified at trial, he and the Association agreed that he would bear half of the costs of repairs to the concrete pad. During the repairs, however, a contractor removed and cut wooden timbers used as treads on Corson's lift well; Corson alleged that this was done to make space to drop in PVC bulkhead materials. The contractor then installed steel beams to connect the lift well to the bulkhead.

On June 28, 2019, the Association sought to collect $11,185.00 from Corson, fifty percent of the total cost of repairs (including the steel beams) to the lift well. Corson objected to the invoice, alleging that the work was done over his objection and without his prior written approval, as required by the terms of the Second Amended and Restated Declaration of Condominium of Piney Narrows Yacht Haven A Condominium Marina (the "Declaration").

On November 20, 2019, counsel for the Association sent a letter purporting to withhold permission from Corson and KNYY to use the concrete pad for boat washing, suggesting that it was a nuisance. On May 29, 2020, the Association stated that it would close the common area landward of the lift well to Corson's use unless he submitted a current engineering survey for the lift well, annual travel-lift operator certification, and current certification listing the Marina as additional insured.

In response, Corson and KNYY filed suit in the Circuit Court for Queen Anne's County, Maryland, seeking a declaratory judgment that, among other things, the concrete pad was a general common element of the Marina for which Corson was not obligated to bear extraordinary expenses; negligence and breach of contract by the Association and its agents in the conduct of the bulkhead repair; tortious interference with prospective advantage by the Association, Richard Sheffield, and Harold Bowie[1] for seeking to prevent KNYY's boat washing business; quiet title for an easement over the concrete pad; and a claim for court costs attorney's fees. Corson alleged that the terms of the Declaration provides that the concrete pad is a "general common element," the costs of which are to be borne as a "general common expense" by all unit owners according to their percentage of interest in the Marina. He argued that, under the terms of the Declaration and the Association's bylaws, the Association did not have the right to prevent his use of the concrete pad for boat washing operations. He further alleged that the Association's contractor cutting the lift well treads created a safety hazard that Corson would be required to cure at his expense, and that deficient work on the concrete pad decreased its normal useful life. The

Association filed a motion to dismiss on September 21, 2020; in response, Corson filed a First Amended Complaint on October 2.

The Association filed its counterclaim on November 18, 2020. It alleged that Corson had failed to properly maintain his units, meet his obligation to pay for repair assessments, adhere to use restrictions, and had engaged in activities that constituted a nuisance and impacted the Marina's insurance costs. It brought suit on grounds of breach of contract, sought declaratory judgment that the concrete pad was a limited common element, that Corson's boat washing was not an allowable use of Corson's units, and claimed costs and attorney's fees.

On December 29, Corson filed a Second Amended Complaint, abandoning his claims against Sheffield and Bowie and his claims against the Association for negligence and tortious interference with prospective advantage. The Second Amended Complaint also dismissed KNYY as co-plaintiff. Corson moved for the circuit court's leave to dismiss his abandoned claims without prejudice on December 30, which the circuit court granted on January 5, 2021.

On January 7, 2021, the Association filed a Motion to Set Aside Improvidently Entered Order Dismissing Parties Without Prejudice. The Association argued that the claims could not have been dismissed without its stipulation pursuant to Maryland Rule 2-506, and that it would potentially be prejudiced by denying the Association its right to due process and by allowing Corson to relitigate the dismissed claims. The circuit court denied the motion on January 25.

On May 10, 2021, the circuit court heard oral arguments on the parties' cross-motions for summary judgment. In an order and opinion entered on July 2, 2021, the court granted summary judgment with respect to several of Corson's claims for declaratory judgment. Significant to this appeal, the court granted Corson's plea for a declaration that the concrete pad is a general common element of the Marina, reasoning that neither the Declaration nor the condominium plats reserved the pad for Corson's exclusive use. Also, the circuit court granted Corson's sought declaration that the Association violated the Declaration by failing to seek Corson's written approval before cutting the treads of the lift well. The court therefore also granted summary judgment in Corson's favor with respect to the Association's counterclaim for repair assessments related to replacement of the concrete pad, as well as denying the Association's claim for compensation of increased insurance costs related to Corson's boat washing

> operations. However, the circuit court granted the Association's motion for summary judgment as to Corson's claim for a prescriptive easement.
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> The circuit court held a bench trial on the remaining issues on February 15 and 16, 2022. The circuit court issued its order and opinion on May 18, granting declaratory judgment to Corson that pressure washing was an entitled use of the common area (and denying the Association's claimed declaration); denying monetary damages to Corson for damages related to repair of the bulkhead; and granting Corson's plea for costs, expenses, and attorney's fees. The circuit court heard Corson's motion for costs and fees on April 20, 2023, awarding $118,531.55 of Corson's claimed $177,815.12 of attorney's fees and expenses. The court issued its Final Order of Judgment on May 3, 2023, incorporating the grant of summary judgment into its final judgment. The Association's appeal and Corson's cross-appeal timely followed.

Piney Narrows Yacht Condo. Ass'n., Inc. v. Corson (hereinafter, "*Piney Narrows I*"), No. 472, Sept. Term, 2023, 2024 WL 936764, at *1–3 (Md. App. Ct. Mar. 5, 2024) (cleaned up).

In that unreported opinion we addressed the attorneys' fees award and concluded that the circuit court did not adequately explain its reasoning for awarding Corson less than all of the attorneys' fees and costs he requested when he was, as the circuit court determined, the "only" prevailing party. Consequently, this Court vacated the award and remanded for the circuit court "to set forth its rationale for the award with greater clarity."

On May 13, 2024, the circuit court issued its Supplemental Opinion Establishing Attorneys' Fees, providing a more detailed explanation of its award. The court acknowledged that it applied a proportionality analysis when awarding the fees. The court also clarified that it was previously imprecise when referring to Corson as the "one and only prevailing party," specifying it should have noted Corson "was the prevailing party

on the seminal issue which precipitated the entirety of the litigation." The court clarified that of the three substantive counts ultimately decided—Declaratory Judgment, Breach of Contract, and Quiet Title/Prescriptive Easement—Corson prevailed on the first, prevailed nominally on the second (finding liability but no damages), and was unsuccessful on the third. The court explained it reduced Corson's fee award by one-third. Therefore, on July 9, 2024, the circuit court entered a Second Final Order of Judgment, reaffirming its award of $118,531.55 in fees and costs to Corson.

Both parties again noted timely appeals. Additional facts are included in the discussion as relevant.

STANDARD OF REVIEW

The decision of whether to award attorneys' fees is within the court's discretion, and "that discretion is to be exercised liberally in favor of allowing a fee." *Friolo v. Frankel*, 373 Md. 501, 512 (2003). Moreover, contractual provisions awarding attorneys' fees to the prevailing party in litigation are valid and enforceable in Maryland. *Myers v. Kayhoe*, 391 Md. 188, 207 (2006). "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). Similarly, the assessment of what fees and expenses are reasonable to award is also entrusted to the trial court's discretion and will not be disturbed on appeal unless that discretion was clearly abused. *Id.* (citing *Myers v. Kayhoe*, 391 Md. 188, 207 (2006)). An abuse of discretion occurs where "no reasonable person would take the view adopted by

the trial court or when the court acts without reference to any guiding principles, and 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." *Sibley v. Doe*, 227 Md. App. 645 (2016) (cleaned up) (citations omitted).

DISCUSSION

I. The Circuit Court Did Not Abuse its Discretion in Awarding Attorneys' Fees Under Its Proportionality Analysis.

A. Parties' Contentions

The Association contends that Corson was required to prove the fees he sought were directly related to the counts he prevailed on. The Association further argues that, despite the court finding Corson prevailed on both Counts I (declaratory judgment) and II (breach of contract), Corson only prevailed on Count I and is only entitled to collect fees for the successful count. Thus, because Corson did not demonstrate that the fees he sought were directly related to Count I, the court abused its discretion in awarding him attorneys' fees.

Corson responds that the Association's arguments exceed the scope of this Court's prior remand, which was limited to clarification of the circuit court's rationale for the fee reduction—not reconsideration of the underlying fee award. Corson further contends the issues the Association now raises were either not preserved or were adjudicated in the first appeal. Finally, he argues the court complied with the remand order by explaining its rationale underlying the attorneys' fees award in its supplemental opinion which clarified why Corson was the prevailing party and why the one-third reduction was appropriate.

B. Analysis

We conclude the circuit court did not abuse its discretion. As an initial matter, already settled issues cannot be relitigated on a limited remand. *See* Md. Rule 8-604(d)(1). Maryland Rule 8-604(d)(1) provides that "[t]he order of remand and the opinion upon which the order is based are conclusive as to the points decided." Upon remand, the court is bound to "conduct any further proceedings necessary to determine the action in accordance with the opinion and order of the appellate court." Md. Rule 8-604(d)(1)[1].

Here, the scope of our prior remand was narrow. In our unreported opinion, we stated:

> [T]he explanation provided by the court was not sufficiently connected to the factor test to make the basis of the award clear and to allow us to determine whether the award was within the trial court's discretion. We therefore vacate the circuit court's award and **remand as to this issue for the court to set forth its rationale for the award with greater clarity**.

Piney Narrows I, 2024 WL 936764, at *11 (emphasis supplied). Thus, this Court simply directed the circuit court to explain the reasoning behind the award in more detail. We did not direct the court to reopen the evidentiary record, require additional proof from Corson regarding the allocation of fees to specific claims, or reconsider its methodology. The court

[1] Maryland Rule 8-604(d)(1) states in full: *"Generally*. If the Court concludes that the substantial merits of a case will not be determined by affirming, reversing or modifying the judgment, or that justice will be served by permitting further proceedings, the Court may remand the case to a lower court. In the order remanding a case, the appellate court shall state the purpose for the remand. The order of remand and the opinion upon which the order is based are conclusive as to the points decided. 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."

complied with our remand by issuing a supplemental opinion explaining its award allocation analysis in greater detail. The Association cannot now seek to revisit the reasonableness of the attorneys' fees award as doing so amounts to an impermissible attempt to relitigate an issue that has already been conclusively settled.

It bears noting, however, that the award was, in any event, reasonable. In contractual fee-shifting cases, such as here, "[this Court] has rejected the lodestar approach in favor of an approach based on Maryland Lawyers' Rule of Professional Conduct 1.5, in part to discourage awards that bear no rational relationship to the work a case reasonably requires of an attorney or the amount at issue in the litigation." *Ochse v. Henry*, 216 Md. App. 439, 457 (2014) (citing *Monmouth Meadows Homeowners Ass'n. v. Hamilton*, 416 Md. 325, 337, (2010) (internal footnotes omitted)).

Courts applying Rule 1.5[2] must consider how the requested attorneys' fees compare to the amount actually at issue in the case, and this analysis may justify reducing the fee

[2] "Rule 1.5" refers to the Maryland Attorneys' Rule of Professional Conduct Rule 19-301.5, which states in relevant part:

"(a) An attorney shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment of the attorney;

award. *Monmouth Meadows Homeowners Ass'n.*, 416 Md. at 337. And as the United States Supreme Court emphasized in *Hensley v. Eckerhart*, "[t]he product of reasonable hours times a reasonable rate does not end the inquiry. There remain other considerations that may lead the court to adjust the fee upward or downward, including the important factor of the 'results obtained.'" 461 U.S. 424, 434 (1983). Under *Hensley*, the "results obtained" factor is especially important where, as in Corson's case, a plaintiff is considered a "prevailing party" despite having succeeded on only a portion of their claims. *Id.* As the circuit court noted in its supplemental opinion below, no exact rules or formulas govern these determinations; the court necessarily has discretion to either identify and eliminate specific hours or, alternatively, reduce the total fee to reflect the degree of success achieved. *Id.* at 436–37.

The circuit court then went on to state:

> In the case at bar, it is this Court's judgment that simple request for declaratory judgment regarding Corson's right to continue his boat lift and washing operation pursuant to the controlling condominium declarations, bylaws and plats would have logically led to the resolution of any contractual and monetary claims. Counsel for Corson simply made the case bigger than what it had to be to get the desired result. That fact is confirmed by the Plaintiffs' subsequent amendments and down-sizing of the case as they tried to grasp what this case should really encompass. Naturally, it was the

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(3) the fee customarily charged in the locality for similar legal services;
(4) the amount involved and the results obtained;
(5) the time limitations imposed by the client or by the circumstances;
(6) the nature and length of the professional relationship with the client;
(7) the experience, reputation, and ability of the attorney or attorneys performing the services; and
(8) whether the fee is fixed or contingent. . . . "

> Defendants' responsibility to respond to the original and subsequent pleadings and thus their fees were unnecessarily accrued. The additional time and effort expended by Plaintiffs' counsel in pursuing relief other than for declaratory judgment, which relief was largely not needed nor obtained, unnecessarily increased the attorneys' fees sought to be awarded. As such, this Court, in accord with applicable law, found that reduction in total fees by one-third is reasonable. As stated hereinabove, four "counts" arising from the Second Amended Verified Complaint were presented to the Court for decision, beginning with the summary judgment proceedings. Count 4-Attorneys' Fees, is in the nature of request for relief as opposed to cause of action. Consequently, the Court decided upon three general causes of action. Corson was successful in nearly complete fashion as to Count and in nominal fashion only as to Count where no damages were found. Plaintiff was unsuccessful in Count 3, hence reduction of one-third in the fees requested.

The court's award of attorneys' fees to Corson demonstrates a careful application of the Maryland Rule 1.5 factors to the facts, giving particular consideration to Corson's success on two of the three counts and prevailing on the issue that gave rise to the entire litigation as the Supreme Court directed in *Hensley*. The court noted in its original May 18, 2022, opinion that "this case is and always has been about Corson's ability to continue pressure washing boats on the Concrete Wash Pad[.]" The court found that Corson prevailed on the core claims forming the parties' dispute, making him the prevailing party entitled to fees. The one-third reduction appropriately accounted for Corson's unsuccessful claim for a prescriptive easement.

Prior to that one-third reduction, however, the court made initial deductions to Corson's fee award, including $22,937.39 for an expert witness who the court deemed to have been unhelpful to Corson as well as $10,078.00 for Corson's attorney's co-counsel who did not examine any witnesses. After all was said and done, Corson's initially sought after fees for $210,830.51 were reduced to a total award of $118,531.55—an approximately

44% reduction in fees. This is reasonable in consideration of the record. We, therefore, affirm.

II. The Circuit Court Did Not Err by Declining to Allow the Association to Seek Attorneys' Fees.

A. Parties' Contentions

The Association argues that, because the court applied a proportionality analysis, "both parties should have been given the opportunity to submit fee petitions as to those claims for which each prevailed." The Association contends it prevailed on the "overwhelming majority" of counts and should be permitted to seek its own attorneys' fees.

Corson argues this issue was decided in the prior appeal and the limited remand did not authorize the court to reconsider the denial of the Association's fee claim. He further notes the Association's attempt to expand the scope of the remand is "without merit." Notwithstanding, he contends he is the "one and only prevailing party," as the court noted on remand that he prevailed on the core issue that precipitated the litigation.

B. Analysis

The issue of whether the court erred by declining to allow the Association to seek attorneys' fees was not before the court on remand. Maryland Rule 8-604(d)(1) provides that already settled issues cannot be relitigated on remand. As discussed, we remanded the case back to the circuit court with the sole purpose of having the circuit court better explain its rationale for the attorneys' fees award.

Notably, we did not question the court's determination that Corson was the prevailing party, nor did we direct reconsideration of the denial of the Association's fee

claim. The court declined to allow the Association to make an attorneys' fees claim in the original proceedings and we did not disturb that determination. The Association's argument that it should now be allowed to file a fee petition effectively seeks to relitigate an issue that has been finally adjudicated. A limited remand does not provide such an opportunity.

As stated in the first section of this opinion, the court did exactly what was requested on remand. In issuing the supplemental opinion, the circuit court acknowledged two key facts: (1) the court applied the proportionality analysis when determining the fee awarded; and (2) the court was "not precise enough in articulating its reasons for the amount awarded." The court then went into a four-page analysis detailing why it believes Corson was the prevailing party and explaining how it based its one-third reduction in fees on the fact that Corson prevailed on two out of three counts. This rationale was exactly what this Court asked for on remand, and the circuit court provided just that.

Finally, contrary to the Association's contention that they prevailed on an "overwhelming majority" of counts, the court's determination that Corson was the prevailing party was well-founded. As the court explained, regardless of the number of individual claims on which each party prevailed, the fundamental dispute was about Corson's right to continue pressure washing boats at the marina—an issue on which Corson prevailed. The court ultimately found that the Association "may have won a battle or two, but Corson clearly won the war. As such, he is entitled to reasonable compensation as may be granted under the terms of the Declaration." We agree. Our prior remand was

conclusive as to the issue of the court's denial of the Association seeking attorneys' fees. Consequently, the court was correct to not reconsider it; we affirm.

THE JUDGMENT OF THE CIRCUIT COURT QUEEN ANNE'S COUNTY IS AFFIRMED. APPELLANT TO PAY THE COSTS.