Circuit Court for Prince George's County Case No. CAL 17-21172

### **UNREPORTED**

## IN THE COURT OF SPECIAL APPEALS

# OF MARYLAND

No. 1149

September Term, 2021

IOANNIS P. GEORGAKOPOULOS, et al.

v.

GEORGE GEORGAKOPOULOS, et al.

Berger, Nazarian, Arthur,

JJ.

Opinion by Arthur, J.

Filed: September 29, 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.

This is the second time that the present case has come before this Court. The first time, in 2021, we vacated the judgment of the Circuit Court for Prince George's County, in part, and remanded the case for further proceedings. We directed the court, on remand, to evaluate a contractual claim for attorneys' fees as an element of damages. We also directed the court to explain why it had not entered the injunction to which the losing party had consented.

On remand, the court awarded over \$100,000 in attorneys' fees, including fees incurred in the first appeal, and entered the injunction. The present appeal principally concerns the award of fees.

For the reasons stated herein, we shall affirm the award of attorneys' fees. We shall, however, reverse the judgment against one of the appellants, because all of the parties agree that he is not personally liable to his adversaries.

## FACTUAL AND PROCEDURAL BACKGROUND

George and Ioannis Georgakopoulos are brothers who, along with their father, owned a property and freight transportation business known as Eagle Van Lines, Inc. ("Eagle").<sup>1</sup> Ioannis is the president of Eagle.

According to the trial testimony of both brothers, "disagreements" led to the reorganization of Eagle. In November 2016, Eagle's three co-owners executed a written "Contribution, Separation and Distribution Agreement," by which they divided the business's assets among themselves.

<sup>&</sup>lt;sup>1</sup> For ease of reference, we shall refer to the individual parties by their first names. We intend no disrespect.

Pursuant to the terms of the separation agreement, George transferred all of his interest in Eagle to Eagle. In exchange, Eagle transferred some of its subsidiaries and some of its assets to a new company, owned by George. The new company is named Geva Logistics, Inc. ("Geva").

The separation agreement contained reciprocal provisions wherein Eagle and Geva agreed to indemnify each other (and their principals) for damages arising out of any breach of the agreement. The agreement defined "damages" to include "reasonable attorneys' fees and expenses . . . reasonably incurred in connection with investigating, prosecuting or defending a claim or action."

In August 2017, George and Geva filed a complaint against Ioannis and Eagle. Three months later, George and Geva filed an amended complaint, which superseded the original complaint. The amended complaint asserted claims for breach of contract and intentional interference with contractual relations. In the amended complaint, George and Geva sought damages (including punitive damages for intentional interference with contractual relations), injunctive relief, and attorneys' fees.

#### A. Trial

The circuit court held a bench trial on December 10, 2018. At trial, George and Geva introduced evidence that Eagle had failed to reimburse Geva for \$30,303.56 that Geva had paid to ITO, a subcontractor of Eagle. The payment related to work that ITO performed for one of the subsidiaries that Eagle had transferred to Geva. Eagle remained liable for the payment because ITO had performed the work before the transfer occurred.

George and Geva also introduced evidence that Eagle breached the separation agreement by withholding certain customer records of subsidiary companies that had been transferred to Geva. As a consequence of the breach, Geva did not have access to the information that it needed to investigate its liability for property loss claims that arose from services provided by the subsidiaries before the separation date. Geva ultimately had to pay the claims, which totaled \$15,639.08, to avoid the suspension of a government contract.

Although Eagle had denied all liability until after the trial began, it conceded at trial that it was liable for \$22,821.16 of the ITO payments and for \$13,972.65 of the loss claims.

The claim for intentional interference with contractual relations related to a freight-forwarding contract with the government of Turkey, which was one of the assets transferred from Eagle to Geva. In support of the intentional interference claim, George and Geva introduced a letter from an attorney for Eagle to certain Turkish government officials. The letter alleged that Geva had improperly invoiced and received payments for work that had been performed by Eagle. George testified that the letter "created panic" and that the Turkish government withheld payment on invoices from Geva until it received clarification as to which entity was the proper payee. The matter took approximately six months to resolve. Thereafter, Geva's invoices were paid in full.

At the conclusion of the evidence, Ioannis and Eagle moved for judgment. They argued that Ioannis could not be held personally liable for damages, because he had acted

only in his capacity as an officer of Eagle. After hearing from both sides, the court stated that it was "going to dismiss [Ioannis] personally."

The court proceeded to grant the motion for judgment on the claim for intentional interference with contractual relations. The court based that decision on the absence of evidence of an intentional or willful act and the absence of evidence of damages. In light of its ruling on the intentional interference claim, the court dismissed the request for punitive damages, which had been contained in a separate count.

In closing argument, George and Geva asked that the court award reasonable attorneys' fees. They also asked for relief in the form of an injunction ordering Eagle to turn over the customer files of the subsidiaries that had been transferred to Geva. The court requested, and George and Geva later submitted, the draft of an injunction. Ioannis and Eagle told the court that they agreed with the proposed language of the injunction and that they did not oppose the request for the injunction.

## B. Court's Ruling

On January 8, 2019, the court entered a written opinion and order. Despite its earlier, oral ruling in favor of Ioannis, the court ordered both Ioannis and Eagle to reimburse Geva for \$25,168.89 for payments to ITO and \$13,972.65 in paid loss claims, for a total award of \$39,141.54. The order required "Defendant," which was defined to include both Ioannis and Eagle, to share the disputed ITO account files with Geva, but it did not include the language (requested by Geva and approved by Eagle) requiring Eagle

to surrender the customer files. Nor did the order address the request for attorneys' fees. Nonetheless, the court ordered that the case be closed.<sup>2</sup>

In a separate order dated January 25, 2019, but entered on January 30, 2019, the court formally denied the request for attorneys' fees. In reaching that decision the court reasoned that an award of fees was "permissive and not required" (i.e., it was discretionary and not mandatory). The court also reasoned that the \$39,141.54 in damages awarded was "significantly lower" than the approximately \$60,000.00 in total attorney's fees requested. In a footnote, the court remarked that it had granted the motion for judgment on the claims for intentional interference with contract and for punitive damages. Again, the court ordered that the case be closed.

## C. Post-Trial Motions

On March 8, 2019, George and Geva filed what they called a "Motion to Amend and Finalize Opinion and Order of the Court." In pertinent part, they asserted that the court had not issued the injunctive relief that they had requested and that Ioannis and Eagle had not opposed. George and Geva asked the court to sign and enter the proposed injunction that they had previously submitted.

Ioannis and Eagle opposed the motion on ground that it had been filed more than 10 days after the entry of judgment, which they said had occurred on January 25, 2019, when the court signed the order denying request for attorneys' fees by George and Geva.

<sup>&</sup>lt;sup>2</sup> The order requires Ioannis and Eagle to pay money and provide files to "Plaintiff," which is defined, in a footnote, to mean both George and Geva. Although the breach of contract appears to have resulted in damages to Geva alone, Ioannis and Eagle did not object to the entry of a judgment in favor of George.

On April 1, 2019, the court denied the motion to amend the order to include an injunction under which Ioannis and Eagle would be required to surrender the customer files. The court agreed with Ioannis and Eagle that the motion to amend was untimely. In addition, the court pointed to the language in the order requiring Eagle to share the ITO account files with Geva.

On April 30, 2019, George and Geva noted an appeal.

On May 9, 2019, apparently on its own motion, the circuit court issued an order that amended the order of January 8, 2019, to state that the judgment of \$39,141.54 would run against Ioannis and Eagle, "jointly and severally[.]"

On May 14, 2019, Ioannis and Eagle filed a motion to amend, revise, or clarify the order of May 9, 2019. Ioannis and Eagle asserted that the judgment should apply to Eagle alone, based on the court's oral ruling granting judgment in favor of Ioannis on all claims. The court reserved its ruling on the motion because of the pending appeal.

### **D.** The First Appeal

On February 4, 2021, this Court issued an unreported opinion that reversed the judgment insofar as it denied Geva's and George's request for attorneys' fees and injunctive relief. *Georgakopoulos v. Georgakopoulos*, No. 398, Sept. Term 2019, 2021 WL 402521 (Md. App. Feb. 4, 2021).

On the issue of attorneys' fees, we held that, pursuant to the agreement, Geva was entitled to indemnification for damages, including the reasonable attorneys' fees incurred as a result of Eagle's breach. *Id.* at \*5. Accordingly, we vacated the order denying the request for attorneys' fees and remanded the case to the circuit court for further

proceedings. *Id.* at \*4. We required the circuit court to evaluate the request in accordance with the standards set forth in Maryland Rule 2-703(f)(3). *Id.* at \*5-6.

On the issue of injunctive relief, we vacated the judgment and remanded the case for the court to explain the basis of its decision not to issue an injunction requiring the production of customer files (as opposed to the ITO account files mentioned in the court's ruling). *Id.* at  $*4.^3$ 

## E. Proceedings on Remand

On remand to the circuit court, George and Geva filed a supplemental motion for attorneys' fees. The motion asserted that, in addition to the approximately \$60,000 in fees that they requested after trial, they were entitled to recover approximately \$70,000 in legal fees that they incurred in litigating the post-trial motions and the first appeal.

<sup>&</sup>lt;sup>3</sup> Ioannis and Eagle had moved, unsuccessfully, to dismiss the appeal. *Id.* at \*6. In support of its motion, Eagle repeated the argument, which they had previously raised in their successful opposition to the motion to amend, that the circuit court had entered the final judgment in January 2019. Id. Because George and Geva did not note an appeal until April 30, 2019, Ioannis and Eagle argued that the appeal was untimely. See Md. Rule 8-202(a) (in general, "the notice of appeal shall be filed within 30 days after entry of the judgment or order from which the appeal is taken"). This Court denied the motion to dismiss because the circuit court did not finally adjudicate all of the issues in the case until April 1, 2019, when it declined to enter the injunction that George and Geva had requested (and to which Eagle had consented). In fact, this Court pointed out that the notice of appeal (filed on April 30, 2019) was actually premature, because it preceded the entry of the separate document embodying the circuit court's rulings (see Md. Rule 2-601(a)(1)) on May 9, 2019. Georgakopoulos v. Georgakopoulos, 2021 WL 402521, at \*9. This Court declined to dismiss the premature appeal because dismissal is not required when the failure to comply with the separate-document requirement is purely technical, and when no party objects "to the absence of a separate document after the appeal is noted." Id. at \*4 (quoting URS Corp. v. Fort Myer Constr. Corp., 452 Md. 48, 68 (2017)).

George and Geva requested a total award of attorneys' fees in the amount of \$131,035.40.

Ioannis and Eagle opposed the request for attorneys' fees on the grounds (1) that the amount requested did not reflect the level of success at trial, (2) that an award of attorneys' fees to litigate an appeal to resolve the sole issue of attorneys' fees was not reasonable, and (3) that the total amount requested was disproportionate to the amount of damages awarded for the breach of the agreement.

On June 30, 2021, the court issued a written opinion on the issue of attorneys' fees. The opinion addressed each of the factors set forth in Maryland Rule 2-703(f)(3), which apply when a court determines the amount of attorneys' fees allowed by a contract as an element of damages. *See* Md. Rule 2-704(e)(2).<sup>4</sup>

With respect to the first factor, "the time and labor required," the court found that the time spent was "reasonable and consistent with this type of commercial litigation." With respect to the fifth factor, "the customary fee for similar legal services," the court

<sup>&</sup>lt;sup>4</sup> Maryland Rule 2-703(f)(3) lists the following factors to be considered in making an award of attorneys' fees with respect to claims for which fee-shifting is permissible:

<sup>(</sup>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.

found that counsel for George and Geva had charged "a very reasonable fee for commercial litigation" (\$425.00 per hour).

In addressing the factor of "the amount involved and the results obtained," the court determined that a downward adjustment in legal fees for trial work was warranted. The court noted that, although George and Geva had prevailed on the breach of contract claim, they did not prevail on the count for intentional interference with contractual relations. The court found that the facts and evidence associated with the two claims were unrelated and, hence, that George and Geva were not entitled to recover attorneys' fees for costs incurred to litigate the intentional interference claim. The court then awarded half of the fees incurred through trial, which amounted to \$30,285.37. With respect to fees incurred after trial, the court observed that George and Geva succeeded on appeal and, hence, were entitled to recover all attorneys' fees associated with the appeal.

On July 1, 2021, the court entered an order directing both Ioannis and Eagle to pay \$100,750.03 in legal fees. On the same day, the court issued a permanent injunction in the form requested by George and Geva at trial. According to the docket entries, the injunction requires Eagle to provide Geva with all files pertaining to work performed by the transferred subsidiaries before the date of separation.

#### **F.** Motion to Alter or Amend

On July 12, 2021, Ioannis and Eagle filed a timely motion to alter or amend the order for attorneys' fees. They asserted (1) that the court had granted judgment in favor of Ioannis on all counts and, hence, Ioannis was not liable for attorneys' fees and (2) that the amount of the award for attorneys' fees was unreasonable and excessive.

On September 24, 2021, the court denied the motion to alter or amend. This

appeal followed.

# **QUESTIONS PRESENTED**

Ioannis and Eagle pose two questions, which we quote:

- 1. Whether the trial court erred in failing to amend the May 9, 2019 and July 1, 2021 judgments in this case to exclude Appellant Ioannis Georgakopoulos from joint and several liability when, at the conclusion of trial in this case below, the trial court granted a motion for judgment against all claims asserted against Ioannis Georgakopoulos?
- 2. Whether the trial court erred in awarding Appellees \$100,750.53 in attorneys' fees, costs and expenses?

George and Geva do not dispute that the court erred in imposing joint and several

liability on Ioannis. Therefore, we need not address the merits of the first question.

Instead, we shall reverse the judgment against Ioannis Georgakopoulos.

We find no error or abuse of discretion in the court's award of attorneys' fees, but

shall affirm the order as against Eagle alone.

# STANDARD OF REVIEW

The duty of the court "in fashioning an award [of attorneys' fees] pursuant to a contract is to determine the reasonableness of a party's request." *Ochse v. Henry*, 216 Md. App. 439, 458 (2014). "Appellate courts review a trial court's attorneys' fees award under the abuse of discretion standard." *Estate of Castruccio v. Castruccio*, 247 Md. App. 1, 42 (2020) (citing *Monmouth Meadows Homeowners Ass'n, Inc. v. Hamilton*, 416 Md. 325, 332-33 (2010)) (additional citation omitted). "A court may abuse its discretion when awarding attorneys' fees if it 'adopts a position that no reasonable person would

accept." *Id.* (quoting *Pinnacle Grp., LLC v. Kelly*, 235 Md. App. 436, 476 (2018)) (additional citation omitted). ""[T]he trial court's determination of the [r]easonableness of [attorneys'] fees is a factual determination within the sound discretion of the court, and will not be overturned unless clearly erroneous." *Id.* (quoting *Royal Inv. Grp., LLC v. Wang*, 183 Md. App. 406, 457 (2008)). "Although fee awards may approach or even exceed the amount at issue, the relative size of the award is something to be evaluated" in a case involving a contractual fee-shifting provision. *See, e.g., Monmouth Meadows Homeowners Ass'n v. Hamilton*, 416 Md. at 337.

## DISCUSSION

"Like most jurisdictions in the United States, Maryland follows the 'American

rule' on attorney's fees[.]" Accubid Excavation, Inc. v. Kennedy Contractors, Inc., 188

Md. App. 214, 230 (2009). Under the American Rule, "a party in a compensatory

damages action may recover attorney's fees only if (1) permitted by statute or (2)

provided for in a contract between the parties." Id. This case involves a contractual

provision for attorneys' fees.

In pertinent part, Section 10.2 of the agreement provides:

Eagle agrees to indemnify . . . [Geva], its Affiliates and Subsidiaries, and each of their past and present officers, directors and employees . . . [and] each of their respective successors and assigns . . . from and against any and all Damages incurred . . . after the Distribution Effective Date arising out of or in connection with the following:

(a) The failure of Eagle . . . to pay, perform or otherwise properly discharge any liabilities of Eagle . . . and

\* \* \*

(c) [a]ny breach by Eagle . . . of this Agreement[.]

The term "Damages" is defined in Article 1 of the separation agreement. It includes "reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or action."<sup>5</sup>

Eagle contends that the award of attorneys' fees is clearly erroneous for four reasons. First, Eagle argues that the court relied on cases governing statutory fee-shifting provisions that do not apply to a contractual provision for attorneys' fees. Second, Eagle argues that the amount of fees awarded for services through the trial was disproportionate to Geva's level of success at trial. Third, Eagle argues that the agreement does not contemplate the recovery of attorneys' fees for post-trial and appellate work or attorneys' fees incurred solely to litigate a claim for attorneys' fees. Fourth and finally, Eagle argues that the court failed to apply the relevant factors in Maryland Rule 2-703(f)(3) to the claim for attorneys' fees for post-trial and appellate work.

We shall address each argument in turn.

# I. Applicable Law

<sup>&</sup>lt;sup>5</sup> A different type of contractual fee-shifting provision permits an award of attorneys' fees to the prevailing party in an action arising out of the contract. *See* Md. Rule 2-705. In determining the amount of fees to award under a contract with a prevailing-party provision, and in determining the amount of fees in a case like this, where attorneys' fees are an element of the damages for a breach of contract, a court typically must review the factors enumerated in Rule 2-703(f)(3). *See* Md. Rule 2-704(e)(2); Md. Rule 2-705(f)(1). Although one of those factors is "the amount involved" (Md. Rule 2-703(f)(3)(H)), Rule 2-705(f)(1) expressly requires a court also to consider "the principal amount in dispute in the litigation[.]" Md. Rule 2-705(f)(1).

Eagle claims that the court erred in determining the amount of the award because, it says, the court "relied principally" on *Friolo v. Frankel*, 403 Md. 443 (2008), which involves a statutory fee-shifting provision and related public policy considerations that do not apply to a contractual provision for attorneys' fees. We discern no error.

In its opinion the court referred once to *Friolo*, in support of the general proposition that a court may make a downward adjustment in a fee award based upon the degree of the litigant's success. The same proposition applies when attorneys' fees are an element of the damages for a breach of contract. *See* Md. Rule 2-704(e)(2) (directing a court to apply the factors in Rule 2-703(f)(3) to evaluate a claim for attorneys' fees as an element of damages for breach of contract); Md. Rule 2-703(f)(3)(H) (one of the factors to be considered by the court in determining the amount of an award for attorneys' fees is "the amount involved and the results obtained"). The court did not err in citing *Friolo* for a legal principle that applies both to claims based on statutory fee-shifting provisions and to claims based on contractual provisions under which attorneys' fees are allowed as an element of damages.

### **II.** Fees Associated with Trial

Eagle argues that the court abused its discretion in awarding half of Geva's and George's claimed attorneys' fees for services through trial when, according to Eagle, George and Geva "succeeded on just one of six claims"<sup>6</sup> and "essentially lost the case at trial[.]" The premise of Eagle's argument is incorrect.

<sup>&</sup>lt;sup>6</sup> The "six claims" appear to consist of the three counts in the amended complaint, multiplied by the two defendants – Ioannis and Eagle.

George and Geva alleged two causes of action: breach of contract and tortious interference with contractual relations. Although they presented their request for an award of punitive damages as a separate count in the three-count amended complaint, "a claim for punitive damages is not a standalone cause of action." *Impac Mortg. Holdings, Inc. v. Timm*, 245 Md. App. 84, 125 (2020), *aff'd*, 474 Md. 495 (2021). Rather, "[i]t is part of a prayer for relief." *Id.*; *see also Shabazz v. Bob Evans Farms, Inc.*, 163 Md. App. 602, 639 (2005) ("a cause of action does not exist for punitive damages alone").

The court found that the evidentiary basis for each of the two causes of action was distinct, and reasoned that, because George and Geva did not prevail on the tort claim, they were not entitled to attorneys' fees incurred to litigate that claim. As the itemization of fees did not differentiate between the amount of time expended on each claim,<sup>7</sup> the court, reasonably, reduced the fees associated with the trial by half.

Eagle suggests that the court should have reduced the claim for attorneys' fees even further because George and Geva did not prevail on the breach of contract claim against Ioannis. We disagree. Under the "common core of facts" doctrine, where two claims are factually related, a court may award costs common to those claims. *Ochse v. Henry*, 216 Md. App. at 459. Here, the legal theories presented and evidence relied on in the breach of contract claim against Ioannis were no different from the theories and

<sup>&</sup>lt;sup>7</sup> In *Weichert Co. v. Faust*, 191 Md. App. 1, 19 (2010), *aff'd*, 419 Md. 306 (2011), this Court observed that it is not always "efficient or reasonable" for a lawyer to "label each iota of time with the particular claim and fact it addresses."

evidence supporting the claim against Eagle. We perceive no abuse of discretion in the court's decision to award half of the attorneys' fees incurred up through and including the trial.

## III. Language of the Agreement

The definition of damages in the agreement includes reasonable attorneys' fees "incurred in connection with investigating, prosecuting[,] or defending a claim or action[.]" Eagle argues that the fees for post-trial and appellate work do not fall within the definition of "damages" because George and Geva "appealed only the trial court's denial of their attorneys' fees request," and not any of the trial court's "substantive decisions regarding their claims."

As an initial matter, Eagle is incorrect in asserting that the first appeal was limited to the issue of attorneys' fees. That appeal also encompassed the circuit court's failure to enter an injunction directing Eagle to turn over the customer files. This Court remanded that issue to the circuit court, which granted the injunction on remand.<sup>8</sup>

But even if the attorneys' fees had been the sole issue on appeal, Eagle's argument would lack merit.

The claim for reasonable attorneys' fees was "an inherent part" of the "breach of contract claim[.]" *Monarc Constr., Inc. v. Aris Corp.*, 188 Md. App. 377, 393 (2009). Here, the trial court granted part of the claim for damages, but erroneously denied the claim for attorneys' fees, which were an additional element of the damages for breach of

<sup>&</sup>lt;sup>8</sup> In addition, the appeal included the unsuccessful motion to dismiss the appeal. *See supra* n.3. George and Geva undoubtedly incurred fees in defeating that motion.

contract. George and Geva filed an appeal and prevailed. On remand, the court did not err or abuse its discretion in awarding attorneys' fees that Geva incurred in the appeal through which it won the additional relief to which it was contractually entitled.

Eagle insists that "[t]he language of the attorneys' fees provision in the separation agreement does not contemplate an award of attorneys' fees for work devoted solely to obtaining an award of attorneys' fees[.]" Eagle maintains that, although it agreed to indemnify George and Geva for "reasonable" attorneys' fees, it is "not reasonable" to award fees for post-trial and appellate work that related solely to the issue of attorneys' fees "in a case involving a private contractual attorneys' fees provision." We disagree.

"Maryland courts take an 'objective' approach to the interpretation of contracts." *Impac Mortg. Holdings v. Timm*, 474 Md. at 506. "Under that approach, the court's inquiry is initially bounded by the 'four corners' of the agreement." *Id.* "The court is to give effect to the plain meaning of the contract, read objectively, regardless of the parties' subjective intent at the time of contract formation." *Id.* at 507. "In other words, when the contract language is plain and unambiguous, 'the true test of what is meant is not what the parties to the contract intended it to mean, but what a reasonable person in the position of the parties would have thought it meant." *Id.* (quoting *Dennis v. Fire & Police Employees' Ret. Sys.*, 390 Md. 639, 656-57 (2006)).

Here, the language of the agreement is plain and unambiguous. Section 10.2 states that Eagle agrees to compensate Geva and other, related parties for damages arising out of Eagle's breach of the agreement or its failure to discharge its liabilities. The definition of "damages" in Article 1 includes reasonable attorneys' fees incurred in prosecuting a

claim or action. Eagle points to no language in the agreement that limits the right of indemnification to attorneys' fees reasonably incurred at the trial court level. Nor does Eagle point to language that negates a right to indemnification for fees reasonably incurred in an appeal necessitated by a trial court error that Eagle both abetted and defended. In these circumstances, a reasonable person in the position of the parties would interpret the contract to mean that Geva is entitled to reasonable attorneys' fees incurred to litigate a claim or action to its conclusion, including fees incurred in post-trial or appellate litigation.

### IV. Analysis of Post-Trial and Appellate Fees

Eagle's fourth and final argument is that the court "did not engage in any analysis" of the claim for attorneys' fees for post-trial and appellate work pursuant to Maryland Rule 2-703(f)(3). The record does not support that contention.

At the outset of its written opinion, the court stated that it had reviewed the supplemental motion for attorneys' fees and the attached invoices, which included fees for post-trial and appellate work. In addition, the court observed that counsel for George and Geva had "shepherded this case through discovery, motions, trial[,] and an appeal." The court found that the time spent to perform each task described in the attached invoices was reasonable. In considering "the amount involved and the results obtained" pursuant to Maryland Rule 2-703(f)(3)(H), the court concluded that, because George and

Geva succeeded on appeal, they were entitled to the full amount of attorneys' fees

associated with the appeal. We perceive no error in the court's analysis.<sup>9</sup>

THE JUDGMENT OF THE CIRCUIT **COURT** FOR PRINCE **GEORGE'S COUNTY AGAINST APPELLANT EAGLE** VAN LINES, INC., IS AFFIRMED; THE JUDGMENT AGAINST APPELLANT IOANNIS P. **GEORGAKOPOULOS IS REVERSED. ONE-HALF OF THE COSTS** ARE TO BE PAID BY APPELLANT EAGLE VAN LINES, INC.; ONE-HALF OF THE COSTS ARE TO BE PAID BY THE **APPELLEES.** 

<sup>&</sup>lt;sup>9</sup> In support of its claim that the court did not properly evaluate the attorneys' fees associated with the appeal, Eagle points to the court's comment that Eagle did not challenge the request for fees associated with the appeal. If Eagle is suggesting that the court failed to consider its argument in opposition to an award of fees for the appeal, which was that an award of attorneys' fees for the appeal was not "reasonable," we disagree. Read in context, the court meant that Eagle did not claim, as it had with respect to fees associated with trial, that the fees incurred for post-trial and appellate work should be discounted in light of the outcome.