Circuit Court for Montgomery County
Case No: C-15-CV-23-003106

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1276

September Term, 2024

EMMANUEL EDOKOBI

v.

PIPER INDUSTRIAL L.P., ET AL.

Nazarian,
Beachley,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned)

JJ.

Opinion by Harrell, J.

Filed: May 20, 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 its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In August 2023, Emmanuel Edokobi, appellant, filed in the Circuit Court for Montgomery County a complaint against numerous defendants, including Piper Industrial, L.P. ("Piper") and its principal, Mimi Brodsky Kress, in her personal capacity, appellees.[1] In that case, number C-15-CV-23-003106, Edokobi filed several amended complaints, in the course of which he added and dismissed claims against various defendants. Ultimately, on 6 December 2023, he filed a fourth amended complaint that included in excess of fifty counts against four defendants, including Piper and Kress. We shall refer to case number C-15-CV-23-003106 as "the civil case."[2] All of the defendants in the civil case filed motions to dismiss the fourth amended complaint. Piper and Kress filed also a motion for attorneys' fees, pursuant to Maryland Rule 1-341. The circuit court set a hearing on Piper and Kress's motion to dismiss and dismissed the claims against the other two defendants.

[1] Appellant proceeds here, as he did below, in proper person.

[2] The allegations set forth in the civil action arose from, referenced, or in some way pertained to a landlord-tenant relationship between the parties that began in early 2022, when Edokobi entered into a commercial lease with Piper, through its principal, Kress, for premises located at 7895-O Cessna Avenue in Gaithersburg. On 3 May 2023, Piper filed a complaint in the District Court of Maryland, sitting in Montgomery County, case number D-061-LT-23-013868, seeking repossession of the rental property. Among other things, Piper alleged that Edokobi failed to pay rent from January through May 2023. The relief sought was limited to repossession of the property and did not include a request for damages. After a hearing, which Edokobi did not attend, the District Court entered judgment in favor of Piper for repossession of the premises. The District Court issued a warrant of restitution and Edokobi was evicted eventually. He filed a notice of appeal to the Circuit Court for Montgomery County. In that case, number C-15-CV-23-003151, the court held a hearing and affirmed the judgment of the District Court. No further action was taken in that case. We shall refer to the District Court case and the circuit court case, number C-15-CV-23-003151, collectively as "the landlord-tenant case."

After the hearing on 22 May 2024, the court granted Piper and Kress's motion to dismiss (with prejudice), determined that the case was filed without substantial justification, granted the request for attorneys' fees, and ordered Piper and Kress to submit a verified statement setting forth the information required by Rule 1-341(b). Edokobi filed several notices of appeal from the circuit court's rulings and its decision to grant the motion to dismiss.[3] The appeal from the circuit court's decision to grant the motion to dismiss is pending currently in this Court. *See Edokobi v. Piper Industrial L.P., et al.*, No. 401, Sept. Term, 2024.

On 3 June 2024, counsel for Piper and Kress filed an affidavit in support of their request for attorneys' fees and a supporting exhibit that included their attorneys' billing statements for October 2023 through 3 June 2024. On 22 August 2024, the circuit court entered judgment in favor of Piper and Kress in the amount of $22,246. Five days later, Edokobi filed a notice of appeal giving rise to the present case.

ISSUES PRESENTED

The sole issue before us in this case is whether the circuit court erred in granting Piper and Kress's request for attorneys' fees under Rule 1-341 in the amount of $22,246. Finding no error, we shall affirm the judgment of the circuit court.

STANDARD OF REVIEW

Maryland follows the "American Rule" regarding attorneys' fees, which dictates that fees are not recoverable generally as damages. *Poole v. Bureau of Support Enf't*, 238

[3] Edokobi filed notices of appeal on 25 April, 14 May, 21 May, and 3 June 2024.

Md. App. 281, 294 (2018) (citing *Bahena v. Foster*, 164 Md. App. 275, 288-89 (2005)). The American Rule is subject to limited exceptions, including Rule 1-341, which provides, in part:

> (a) **Remedial authority of court.** — In any civil action, if the court finds that the conduct of any party in maintaining or defending any proceeding was in bad faith or without substantial justification, the court, on motion by an adverse party, may require the offending party or the attorney advising the conduct or both of them to pay to the adverse party the costs of the proceeding and the reasonable expenses, including reasonable attorneys' fees, incurred by the adverse party in opposing it.

The purpose of Rule 1-341(a) sanctions is not punitive, but "'to put the wronged party in the same position as if the offending conduct had not occurred.'" *Kilsheimer v. Dewberry & Davis*, 106 Md. App. 600, 622 (1995) (quoting *Major v. First Va. Bank-Cent. Md.*, 97 Md. App. 520, 530 (1993), *cert. denied*, 334 Md. 18 (1994)).

In the case at hand, the circuit court found that Edokobi maintained his action in the civil case without substantial justification. In analyzing whether an attorney or party lacked substantial justification to file a claim, the issue is whether he or she had a reasonable basis for believing that the claims would generate a triable issue of fact. *See Inlet Assocs. v. Harrison Inn Inlet, Inc.*, 324 Md. 254, 267 (1991); *Toliver v. Waicker*, 210 Md. App. 52, 71 (2013); *RTKL Assocs. Inc. v. Baltimore Cnty*., 147 Md. App. 647, 658 (2002). Before awarding sanctions under Rule 1-341, the circuit court "must make two separate findings that are subject to scrutiny under two related standards of appellate review." *Inlet Assocs.,* 324 Md. at 267. First, the court "must make an evidentiary finding of 'bad faith' or 'lack of substantial justification.'" *Talley v. Talley*, 317 Md. 428, 436 (1989) (further quotation marks omitted) (quoting *Legal Aid v. Bishop's Garth*, 75 Md. App. 214, 220 (1988)). That

determination is reviewed on appeal under a clearly erroneous standard. *Toliver*, 210 Md. App. at 71. Second, "if a court finds a claim was pursued in bad faith or without substantial justification, it then has to determine whether to award sanctions." *Garcia v. Foulger Pratt Dev., Inc.*, 155 Md. App. 634, 677 (2003). That determination is reviewed for an abuse of discretion. *Id.* An abuse of discretion is defined as "discretion manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons[,]" *Jenkins v. City of Coll. Park*, 379 Md. 142, 165 (2003) (cleaned up), or when "no reasonable person would take the view adopted by the trial court," *Wilson v. John Crane, Inc.*, 385 Md. 185, 198 (2005) (cleaned up), or "when the court acts without reference to any guiding rules or principles." *North v. North*, 102 Md. App. 1, 13 (1994) (cleaned up).

DISCUSSION

Argument I

Edokobi contends that the circuit court erred in "enrolling" a default judgment against him in the amount of $22,246 because he did not have notice of the 22 August 2024 hearing on Piper and Kress's motion for attorneys' fees and was not at the hearing to defend himself against that claim. This argument is without merit.

No hearing occurred in the circuit court on 22 August 2024, and no default judgment was entered. On that date, the circuit court issued an order entering judgment in favor of Piper and Kress for attorneys' fees in the amount of $22,246. Previously, at a hearing on 22 May 2024, the circuit court granted Piper and Kress's request for attorneys' fees, pursuant to Rule 1-341. The transcript reveals that Edokobi was present at the 22 May 2024 hearing, representing himself. At the hearing on 22 May 2024, the court provided

that Piper and Kress's attorney needed to submit a verified statement of fees as required by Rule 1-341(b). The 22 August 2024 order was entered after the verified statement of fees was provided to the court.

Argument II

In a variation of his Argument I, Edokobi contends that he "was legally entitled to be notified by the circuit court about the hearing of [sic] landlord's motion for attorney's fees at the circuit court on August 22, 2024, before the determination of the enrollment of default judgment of $22,246.00 against tenant on August 22, 2024." He asks that we "Reverse and to Deny circuit court enrollment of default judgment in the amount of $22,246.00" against him due to improper service. He claims that he was not served with notice of the circuit court hearing on attorneys' fees and "was not at the circuit court to provide [his] arguments and documentary evidence in opposition to landlord's motion for attorney's fees." This argument is also without merit.

We note again that no hearing occurred in the circuit court on 22 August 2024, and no default judgment was entered. On that date, the circuit court issued an order entering judgment in favor of Piper and Kress for attorneys' fees in the amount of $22,246. Edokobi was present and represented himself at a hearing on 22 May 2024, at which the court granted Piper and Kress's request for attorneys' fees, subject only to their providing a verified statement of the basis for the fees request consistent with the amount sought. Accordingly, there was no default judgment and no failure to provide proper service or notice.

Argument III

Edokobi argues that the circuit court erred in re-adjudicating the third amended complaint by entering judgment in the amount of $22,246 on 22 August 2024. The record makes clear, however, that the circuit court never "re-adjudicated" the third amended complaint. Once the fourth amended complaint was filed, it became the operative pleading. The circuit court's award of sanctions under Rule 1-341 was based on the court's finding that Edokobi's fourth amended complaint was filed and maintained without substantial justification. For those reasons, we reject his argument as wholly without merit.

Argument IV

Edokobi asserts that the circuit court erred in granting the award of attorney's fees in the amount of $22,246 because it did not consider that Piper and Kress failed to provide thirty days' written notice, pursuant to § 8-402.1(2)(A) of the Real Property ("RP") Article of the Maryland Code. That argument refers to notice that Edokobi claimed he was entitled to in the landlord-tenant case. Relitigating that issue is barred by the doctrine of collateral estoppel.

Collateral estoppel, or issue preclusion, is described as "when an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim." *Colandrea v. Wilde Lake Cmty. Ass'n, Inc.*, 361 Md. 371, 387 (2000) (cleaned up). Collateral estoppel analysis involves a four-part test:

> 1. Was the issue decided in the prior adjudication identical with the one presented in the action in question?
> 2. Was there a final judgment on the merits?
> 3. Was the party against whom the plea is asserted a party or in privity with a party to the prior adjudication?
> 4. Was the party against whom the plea is asserted given a fair opportunity to be heard on the issue?

Bank of N.Y. Mellon v. Georg, 456 Md. 616, 626 (2017) (citing *Colandrea*, 361 Md. at 391).

As Edokobi's argument about notice was raised in the appeal to the circuit court in the landlord-tenant case, where it was rejected, he is estopped from relitigating that issue here. Even if we were to consider the issue, Edokobi would fare no better. RP § 8-402.1 does not apply to the case at hand. Piper and Kress's landlord-tenant case was for repossession of property based on nonpayment of rent under RP § 8-401. Section 8-402.1 addresses proceedings based upon a breach of a lease other than for nonpayment of rent.

Argument V

Edokobi contends that the circuit court erred in awarding attorneys' fees in the amount of $22,246 without considering Piper's and Kress's failure to return his security deposit, in violation of RP "§ 8-203.1, (7)." This contention fails for several reasons. First, the security deposit was not relevant to the award of attorneys' fees under Rule 1-341. Second, the landlord-tenant case sought repossession of the leased premises only; there was no request for a money judgment. Third, assuming that issues pertaining to the security deposit were relevant, they either were or should have been considered in the landlord-tenant case and, as a result, are precluded here. Lastly, even if the issue was before us properly, RP § 8-203.1 does not apply to the commercial lease that was at issue in the

landlord-tenant case. *See* RP § 8-201(a) ("This subtitle is applicable only to residential leases unless otherwise provided."). As a result, there was no occasion for the circuit court to consider RP § 8-203.1 when making the award of attorneys' fees.

Argument VI

Edokobi argues that the circuit court erred in dismissing his fourth amended complaint without holding an evidentiary hearing "contrary to Maryland's requirements for granting summary judgment[.]" Preliminarily, we note that the appeal from the circuit court's dismissal of the fourth amended complaint is before us in a companion appeal, *Edokobi v. Piper Industrial L.P., et al.*, No. 401, Sept. Term, 2024. Even if Edokobi's argument was appropriate in this appeal from the grant of attorneys' fees pursuant to Rule 1-341, the record makes clear that the circuit court granted Piper and Kress's motion to dismiss. No motion for summary judgment was filed below and the court did not treat the motion to dismiss as a motion for summary judgment. For that reason, Md. Rule 2-501 was not applicable and no evidentiary hearing was required. The circuit court considered properly the motion to dismiss pursuant to Md. Rule 2-322, and no matters outside the pleading were considered.

Argument VII

Edokobi asserts that the circuit court did not have jurisdiction to award attorneys' fees because, at the time judgment was entered, the case was on appeal in this Court in *Edokobi v. Piper Industrial, L.P. et al.*, No. 401, Sept. Term, 2024. He is mistaken.

Generally, jurisdiction of a trial court with regard to a specific case ends upon enrollment of a final judgment, which occurs thirty days after its entry. *Eisenbeiss v.*

Jarrell, 52 Md. App. 677, 685 (1982), *cert. denied*, 295 Md. 301 (1983). This rule does not preclude, however, a trial court from entertaining a collateral or independent matter. *Dent v. Simmons*, 61 Md. App. 122, 129 (1985). "Only those post-appeal orders which affect the 'meat, or subject matter, of [the case]' have been prohibited." *Id.* at 130 (quoting *Lang v. Catterton*, 267 Md. 268, 285 (1972)).

A court may entertain a motion for sanctions under Rule 1-341, including reasonable attorneys' fees, even after a judgment has been entered, appealed, and the appeal concluded because "a motion for costs pursuant to Md. Rule 1-341 is an independent proceeding supplemental to the original proceeding and a trial court is not deprived of jurisdiction whenever costs are sought." *Litty v. Becker*, 104 Md. App. 370, 376-78 (1995) (internal quotation marks and citation omitted). *See also Dent*, 61 Md. App. at 129-30 (holding that a trial court retained jurisdiction to entertain a motion for sanctions, including attorneys' fees, more than three months after it had entered a final judgment, despite a pending appeal, because the issue of attorneys' fees "raised legal issues collateral to the main cause of action," which would not "affect the subject matter of the appeal").

In *Johnson v. Wright*, 92 Md. App. 179 (1992), we viewed an award of attorneys' fees as a collateral matter. There, the trial court entered a final judgment by dismissing a counterclaim, which was the last unresolved claim. *Johnson*, 92 Md. App. at 181. At the time of dismissal, a request for sanctions under Rule 1-341 was pending. *Id.* The court denied eventually the request and, thereafter, plaintiffs filed an appeal based on the merits of the case. *Id.* at 181-82. The appeal was filed more than thirty days after the entry of the judgment in the underlying case, but within thirty days from the denial of sanctions. *Id.* at

182. We dismissed the appeal, explaining that "[t]he pendency of the collateral motion for attorneys' fees did not stay or enlarge the time for taking an appeal from the judgment." *Id.*

Here, the court granted the motion to dismiss and granted the motion for attorneys' fees under Rule 1-341 on 24 May 2024. On 3 June 2024, the same day Edokobi filed a notice of appeal from the court's decision, Piper and Kress filed an affidavit signed by their attorney and billing statements from their law firm. On 22 August 2024, the circuit court entered an award of attorneys' fees in the amount of $22,246. The award of attorneys' fees was collateral to the main cause of action. The circuit court had jurisdiction and did not err in entering the award.

Argument VIII

Edokobi challenges a statement by the circuit court judge on 22 May 2024 that "tenant was Re-litigating Civil Case No. C-15-CV-[0]003106 against landlord[.]" The transcript of the 22 May hearing shows that, in granting the motion to dismiss, the circuit court judge found that Edokobi's case was "really an effort to relitigate what happened in the District Court." The judge recognized that Edokobi was disappointed with the outcome of the landlord-tenant case in the District Court, that he had appealed that case, and that, on appeal to the circuit court, his argument of improper service had been considered and rejected. Assuming, *arguendo*, that this issue is properly before us on appeal from the award of attorneys' fees under Rule 1-341, we note that there is ample evidence in the record to support the judge's statements. In the civil action, Edokobi made repeated arguments pertaining to his security deposit, the notice he was provided in the landlord-

tenant case, credit he believed he was entitled to for partial rent payments, and other issues that were or should have been addressed in the landlord-tenant case. For that reason, Edokobi's argument lacks merit.

Argument IX

Edokobi argues that the circuit court erred in "enrolling default judgment against [him] without considering those factors enumerated in Maryland Rule of Professional Conduct[.]" He asserts that "attorney's fees should be proven with reasonable certainty and under the standards ordinarily applicable for proof of **contractual damages**." According to Edokobi, in entering the award of attorneys' fees in the amount of $22,246, the circuit court failed to give him credit for partial rent payments and the security deposit he paid to Piper and Kress. We disagree.

Preliminarily, we note that Edokobi did not identify the Rule of Professional Conduct to which he refers. For that reason, we are unable to consider that argument. We note again that Piper and Kress's landlord-tenant action was for repossession of the property based on unpaid rent. They did not seek, however, a money judgment. In any event, to the extent that Edokobi challenges the findings in the landlord-tenant action, that case is not before us in this case. The appeal at hand is from the circuit court's finding that Edokobi maintained his civil case, number C-15-CV-23-003106, without substantial justification, its decision to grant Piper and Kress's request for attorneys' fees pursuant to Rule 1-341, and its ultimate decision to award attorneys' fees in the amount of $22,246. The award of attorneys' fees was unrelated to the amount of rent Edokobi owed to his

former landlord or whether he was entitled to credit for partial rent payments or the security deposit.

Argument X

Edokobi's tenth numbered argument is that, in entering judgment in the amount of $22,246, the circuit court judge, "under color of law," deprived him of "rights and privileges and protections pursuant to due process clause of the Fourteenth Amendment" and "equal protection of the law." (Cleaned up.) Edokobi does not provide any specific instance as to how he was deprived of either due process or equal protection of the law. It is not our role to search through the record to find evidence to support his generalized assertions and arguments. *See* Md. Rule 8-504(a)(4) (stating that appellant's brief "shall" contain material facts and "[r]eference shall be made to the pages of the record extract or appendix supporting the assertions"); Md. Rule 8-504(a)(6) (stating that appellant's brief "shall" include "[a]rgument in support of the party's position on each issue" raised). Nevertheless, the record makes clear that Edokobi was present at, and participated in, the hearing on the motion to dismiss the fourth amended complaint. He had an opportunity to respond to Piper and Kress's motion for sanctions under Rule 1-341 and their request for an award of attorneys' fees. He had an opportunity to challenge the affidavit of their attorney and the law firm's billing statements. We do not find any support for the notion that Edokobi was denied either due process or equal protection.

Argument XI

Edokobi asserts that the circuit court's entry of judgment against him in the amount of $22,246 violated Article 25 of the Maryland Declaration of Rights and the "Eighth

Amendment Cruel and Unusual Punishment Excessive bail shall not be required, nor excessive finds imposed, nor cruel and unusual punishments inflicted." He argues that the trial judge "inflicted harsh punishment" on him and used "cruel or unusual punishment by imposing $22,246.00 attorney's fees upon" him. We are not so persuaded.

Neither Article 25 of the Maryland Declaration of Rights[4] nor the Eighth Amendment to the United States Constitution[5] require reversal in this case. The Eighth Amendment deals only with criminal punishment, and has no application in a civil lawsuit. *Ingraham v. Wright*, 430 U.S. 651, 667 (1977) (holding the Eighth Amendment inapplicable to the infliction of corporal punishment upon schoolchildren for disciplinary purposes). Article 25 of the Maryland Declaration of Rights is viewed generally as consistent with the Eighth Amendment and does not provide any greater protection. *See Malvo v. State*, 481 Md. 72, 156 (2022) (Hotten, J. dissenting) ("Article 25 of the Maryland Declaration of Rights affords no additional protections beyond those provided under the Eighth Amendment."); *Walker v. State*, 53 Md. App. 171, 183 (1982) (stating that the Eighth Amendment is "*in pari materia* with Article 25 of our Declaration of Rights").

Even viewing Edokobi's contention as an argument that the award of attorneys' fees was excessive, he does not point to any record evidence or provide any explanation for that contention. The circuit court found that Edokobi maintained his action without substantial

[4] Article 25 of the Maryland Declaration of Rights provides, "[t]hat excessive bail ought not to be required, nor excessive fines imposed, nor cruel or unusual punishment inflicted, by the Courts of Law."

[5] The Eighth Amendment to the United States Constitution provides, "[e]xcessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted."

justification. In light of that finding, under Rule 1-341(a), the court was permitted to require him "to pay to the adverse party the costs of the proceeding and the reasonable expenses, including reasonable attorneys' fees, incurred by the adverse party in opposing it." The circuit court's decision to award attorneys' fees in the amount of $22,246 was supported by both the affidavit from the attorney for Piper and Kress and the billing statements. The award was supported clearly by the evidence.

Argument XII

Edokobi contends that the circuit court erred in requesting Piper and Kress's attorney to submit an "affidavit for legal fees, on August 20, 2024" and in failing to request the attorney to file an "affidavit in support of landlord's motion for summary judgment that landlord filed on January 8, 2024 pursuant to Maryland Rule 2-501(a)[.]" His contention is incorrect. Neither Piper nor Kress filed a motion for summary judgment in response to the fourth amended complaint. For that reason, neither of them was required to file an affidavit in support of such a motion. Under Rule 1-341, Piper and Kress were required to support their request for attorneys' fees with "a verified statement" setting forth the information required by subsections (b)(2) or (b)(3) of the Rule, as applicable. *See* Md. Rule 1-341(b)(1). They did so by providing an affidavit from their attorney and billing statements. Nothing more was required.

Argument XIII

Finally, Edokobi contends finally that the circuit court refused to consider his claim that the "landlord filed two different amounts of fraudulent unpaid rents[.]" He asserts that on 3 May 2023, in the District Court, Piper claimed unpaid rent in the amount of $18,640

"as contained in District Court's Summons[,]" and on 11 May 2023, the landlord sent him a claim for unpaid rent in the amount of $16,816.00. Edokobi is estopped from relitigating the issue of unpaid rent. The fact that he failed to pay the full amount of rent due was determined conclusively in the landlord-tenant case. The primary purpose of collateral estoppel, and the related doctrine of *res judicata*, is grounded in public policy and is to ensure finality, prevent vexatious litigation, and promote judicial economy. *See Allen v. McCurry*, 449 U.S. 90, 94 (1980) (stating that these doctrines serve to "relieve parties of the cost and vexation of multiple lawsuits, conserve judicial resources, and, by preventing inconsistent decisions, encourage reliance on adjudication" (citing *Montana v. United State*, 440 U.S. 147, 153 (1979))); *Colandrea*, 361 Md. at 391 (noting that both collateral estoppel and *res judicata* are based on the "judicial policy that the losing litigant deserves no rematch after a defeat fairly suffered, in adversarial proceedings, on issues raised, or that should have been raised").

The present appeal is from the circuit court's award of attorneys' fees under Rule 1-341. Neither the landlord-tenant case nor the amount of rent Edokobi owed to Piper is relevant to the amount of attorneys' fees the circuit court awarded. Thus, to the extent that Edokobi's argument was asserted below, the circuit court did not err in rejecting it.

CONCLUSION

Our review of the record makes clear that the circuit court judge did not err in determining that Edokobi maintained the underlying civil action without substantial justification. He filed a complaint and numerous amended complaints against various defendants (including judges and court personnel), all of whom were dismissed ultimately

from the suit. He maintained his action against Kress personally even though she was Piper's principal and there was no allegation that she did anything in her personal capacity. He made repeated claims based on statutes that apply to residential leases, despite acknowledging that he entered a commercial lease with Piper and Kress. He made numerous claims that did not apply in any way to the case, including, but not limited to, claims that he was denied equal protection and suffered damage under Maryland's Consumer Protection Act, as well as claims for promissory estoppel and unjust enrichment. He failed to set forth *prima facie* cases for certain claims, including racial discrimination, and asserted allegations that did not constitute legally cognizable causes of action, such as allegations that he was exposed to financial hardship and that the defendants had a hateful attitude toward him. He made repeated claims in the civil action that were resolved in the landlord-tenant action.

The Supreme Court of Maryland observed that the "much frowned-upon 'kitchen sink' approach to pleading" (akin to that Edokobi employed in the civil action) may well fall "under the rubric of frivolous claims worthy of the imposition of attorney's fees." *Christian v. Maternal-Fetal Med. Assocs. of Md., LLC*, 459 Md. 1, 24 (2018). *See also Beery v. Md. Med. Lab'y, Inc.*, 89 Md. App. 81, 103 (1991) (requiring opposing counsel to defend a "'kitchen sink' type of pleading containing multiple claims strung together without any critical thought given to the applicability or merits of each claim" may "very well result in being assessed attorney's fees"). Based on the record before us, we cannot say that the circuit court erred in determining that Edokobi's action was maintained without substantial justification. As for the award of attorneys' fees, the circuit court did not abuse

its discretion in awarding fees in the amount of $22,246. The court's award was based on the affidavit of Piper and Kress's attorney and the billing statements from his law firm. There is nothing to suggest that the award was unreasonable in any way.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.