Circuit Court for Baltimore County
Case No.: 03-C-16-008597

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1961

September Term, 2017

KONSTANTINOS VASILAKOPOULOS,
ET AL.

v.

THOMAS & LIBOWITZ, P.A.

Leahy,
Zic,
Sharer, J. Frederick
(Senior Judge, Specially Assigned)

JJ.

Opinion by Sharer, J.

Filed: July 18, 2024

*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 Md. Rule 1-104(a)(2)(B).

In this appeal from judgments for unpaid legal bills in three litigated matters, we review the Circuit Court for Baltimore County's entry of default relief against six former clients of Thomas & Libowitz, P.A. ("T&L"), appellee, a law firm. Appellants are three individuals from the same family: Konstantinos Vasilakopoulos, Vasilos Vasilakopoulos, and Anastasia Vasilakopoulos; as well as three limited liability companies involved in their businesses: MBGC, LLC; Jazpal, LLC; and Egira, LLC (collectively, "Appellants").[1] Appellants present two questions for our review:

> [1.] Did the trial court abuse its discretion and/or err as a matter of law when it declined to vacate the Order of Default against Appellants?
>
> [2.] Were there adequate facts presented from which the trial court could make a determination that the Appellee's fees were fair, reasonable and necessary?[2]

Because we conclude that the court did not err or abuse its discretion and that the evidence supports the award of damages, we will affirm the judgments.

BACKGROUND

We present the relevant facts and legal proceedings in the following timeline:

9/8/2014 Konstantinos, MBGC, and Jazpal allegedly signed a contract with T&L (the "Estate Litigation Contract") for legal representation in two pending and

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[1] For clarity and convenience throughout this opinion, we will use the individual appellants' first names and the limited liability companies' names without the "LLC."

[2] In their brief, T&L alternatively frame the questions as follows:

1. Did the trial court abuse its discretion when it twice denied Appellants' motions to vacate the Order of Default against Appellants?

2. Was the trial court's determination of [damages] supported by legally sufficient evidence?

related cases in the Circuit Court for Baltimore County (collectively, the "Estate Cases"). In one case, T&L defended Konstantinos, MBGC, and Jazpal against claims by the widow of Hanan Miklasz, challenging her husband's *inter vivos* assignment to Konstantinos of Miklasz's one-third interest in MBGC, which owned and operated the Mountain Branch golf course and restaurant. *See Miklasz v. Vasilakopoulos, et al.,* Case No. 03-C-14-13689, Cir. Ct. for Baltimore Cnty. In the other case, T&L brought suit to enforce an arbitration agreement relating to the disputed assignment by Miklasz. *See Vasilakopoulos, et al. v. Miklasz*, Case No. 03-C-15-826, Cir. Ct. for Baltimore Cnty. This "sprawling" litigation involved depositions, interrogatories, production of documents, meetings with Appellants, a settlement conference, and ultimately, an appeal to this Court. *See Vasilakopoulos v. Miklasz*, No. 0702, Sept. Term 2015, 2016 WL 1570161 (filed Apr. 19, 2016) (affirming circuit court's denial of Appellants' petition to compel arbitration).

1/21/2015 Konstantinos, Vasilos, Anastasia, and Egira signed a contract with T&L (the "Wage Litigation Contract") to defend them in a pending lawsuit in the United States District Court for the District of Maryland, against claims by former employees that they violated wage and hour laws (the "Wage Case"), while owning and operating the Speakeasy Saloon in Canton. *See Jackson, et al. v. Egira, LLC, et al.*, Case No. 1:14-CV-3114-RDB (D. Md.). Litigation involved discovery, consultations with clients and opposing counsel, defending against a default and a motion for summary judgment, as well as related appearances.

8/18/2016 Alleging that Appellants failed to pay for legal services rendered in both the Estate Cases and the Wage Case, T&L filed this complaint against Appellants in the Circuit Court for Baltimore County. *See Thomas & Libowitz, P.A. v. Konstantinos Vasilakopoulos, et al.*, Case No. 03-C-16-8597 (the "Fees Case").

9/23/2016 Returns of service filed by a private process server stated that the following defendants were served on September 8, 2016:

- "EGIRA, LLC" was served "at 7:12 pm" by delivering the "Writ of Summons, Civil-Non-Domestic Case Information Report, Complaint" on Konstantinos, as its resident agent, by substitute service at Konstantinos's residential address, made by hand delivery to a female who refused to give her name, "as Wife/Co-Resident of the servee[.]"

- "Konstantinos Vasilakopoulos" was served "at 7:03 pm" by delivering the same documents at the same address to the same individual, as "Wife of the servee" who "permanently resides at the location with the servee."

10/4/2016 According to returns of non-service, multiple attempts to serve defendants MBGC and Jazpal, through their resident agent Thomas Deliberto, on September 13, 2016, were unsuccessful.

10/12/2016 According to a return of non-service, attempts to serve defendant Anastasia Vasilakopoulous on September 8 and October 1, 2016, were unsuccessful.

1/3/2017 T&L filed an Amended Complaint asserting two breach of contract counts, corresponding to the Estate Litigation Contract and the Wage Litigation Contract.

1/26/2017 According to a return of service filed by a private process server, Vasilos Vasilakopoulos was personally served at Mountain Branch Golf Club, on January 23, 2017, at 8:38 am.

1/26/2017 According to letters from the Charter Division of the State Department of Assessments and Taxation ("SDAT"), the SDAT "confirm[ed] acceptance of" service of process by priority mail for the following defendants:

- At 12:41 pm, on MBGC, LLC, at 1827 Mountain Road, Joppa, MD 21085, which is the business address of the Mountain Branch Golf Club; and

- At 2:07 pm on Jazpal, LLC, at the same address.

3/23/2017 According to a return of service filed by a private process server, Anastasia Vasilakopoulos was personally served by hand delivery at her residence on March 17, 2017, at 6:57 pm.

4/5/2017 The circuit court denied T&L's request for default orders because writs of summons for defendants Konstantinos, Jazpal, and MBGC were not in the file or provided, in violation of Md. Rule 2-126(e).

4/13/2017 According to a return of service filed by a private process server, Konstantinos was served with a writ of summons and all prior pleadings including the Amended Complaint, both as an individual and as resident agent for Egira, on April 13, 2017, at 9:20 pm.

5/15/2017 T&L filed a motion seeking orders of default against all six Appellants, with supporting returns of service, writs of summons, and pleadings as detailed above.

5/18/2017 The circuit court entered an order granting T&L's motion and orders of default against each Appellant.

On the same date, the court clerk mailed notices of these orders of default to each of the six Appellants.

6/19/2017 Individual defendants Konstantinos, Vasilos, and Anastasia filed a *pro se* pleading titled "Defendant's [sic] Motion to Vacate Judgment and Order New Trial[,]" stating:

> Defendants were not served or notified of an original court date. We further disagree that any monies are owed to the plaintiff. The plaintiffs were fully paid for their services up until the time they stopped rendering them.

7/14/2017 T&L filed written opposition to the Motion to Vacate, pointing out that the motion was neither verified, nor supported by affidavit, exhibits, or other evidence.

7/25/2017 The circuit court denied the Motion to Vacate, issuing a written order stating that it did not comply "with the requirements of Rule 2-613. Facts stated in a motion to vacate an order of default must be under affidavit as is required by Rule 2-311(d)" and "(e)" as well as applicable "case law." *See Carter v. Harris*, 312 Md. 371, 376 (1988). The court observed that "the Movant [sic] could well benefit from competent legal advice."

10/25/2017 At a hearing on damages, Konstantinos, Vasilos, and Anastasia were present with counsel and a Greek interpreter was provided for Anastasia. Defense counsel told the court he represented all six defendants. From the outset of the hearing, he acknowledged that the three individual defendants "filed a handwritten Motion to Vacate the Default Judgment on their own accord, without . . . seeking any sort of legal counsel or advice two days after the thirty-day deadline" and that "[n]o Motion to Vacate was ever filed on behalf of Egira, MBGC and Jazpal."

Defense counsel "renew[ed]" the motion to vacate the default orders against all six defendants, asserting that "they were never served properly and did not have proper notice of the defaults[.]" In addition, counsel argued, "it would be . . . equitable for the Court to allow them to put on their defense[.]"

According to defense counsel, "the factual basis" would be "that the hours that have been billed are inaccurate and that the charges that were levied are also inaccurate." Claiming that "the Defendants were abandoned shortly before trial[,]" counsel also proffered that "the Defendants have a legal malpractice claim . . . stemming from the same services . . . that the Plaintiffs claim fees are owed[,]" for which they had "retained an attorney . . . yesterday." When the court asked counsel when he had been retained, he answered that he "was first approached last Thursday evening, after hours[,]" on October 19, then "entered [his] appearance yesterday morning."

Counsel for T&L countered that the reason that the court denied the individual defendants' motion to vacate was that "[t]here's nothing under oath, there's no affidavits." Defense counsel's belated proffer "about inchoate claims that have not been filed, which may or may not be compulsory or permissive counter-claims to this case" and about "clients [who] are inexperienced with the legal system" was an attempt "to distract" from the fact that the delays were caused by "at least two of the Defendants [being] in and out of the Bankruptcy Court represented by their own bankruptcy lawyers and by a Court appointed trustee." Given that "the first of them were served in September of last year and the last served in April of this year[,]" they had "knowledge of this case, which was stayed specifically because of their bankruptcy filings," not because "they had no knowledge of the Court system in general and were wary of lawyers[.]"

T&L attorney Andrew O'Connell testified, authenticating the work performed under both the Estate Litigation and Wage Litigation Contracts, as well as the invoices for such representation. Describing the "sprawling litigation" in the Estate Cases, he reviewed the course of that case from discovery through appeal. In the Wage Case, O'Connell explained that there was a default against the individual Appellants, plus discovery and consultations regarding "claims made by individuals who worked at the Speakeasy" Saloon in Canton, a bar owned and operated by the defendants.

10/25/2017 As announced at the end of the hearing, the court entered an Order and Judgments in favor of T&L as follows:

- On Count One for breach of the Estate Litigation Contract, $200,525.08, plus prejudgment interest of $40,105.02, against Konstantinos, MBGC, and Jazpal, jointly and severally.

- On Count Two for breach of the Wage Litigation Contract, $81,624.92, plus prejudgment interest of $19,385.92, against Konstantinos, Vasilos, Anastasia, and Egira, jointly and severally.

- On this collection lawsuit, $4,216.00, plus $885.00 in costs, against all Appellants, jointly and severally.

11/27/2017 Appellants noted this timely appeal.

9/24/2018 After Jazpal filed a suggestion of bankruptcy in the United States District Court for the District of Maryland, on September 24, 2018, the parties filed a "Suggestion of Bankruptcy and Joint Motion to Stay Appeal."

10/1/2018 This Court granted a stay pending resolution of the bankruptcy proceedings.

6/7/2023 This Court lifted the stay on this appeal.

DISCUSSION

Appellants contend that the circuit court erred or abused its discretion in denying their requests to vacate the default orders against them, and that the evidence does not support the court's determination that T&L's fees were fair, reasonable, and necessary. We address each challenge in turn, explaining why neither the record, nor the law support appellate relief from these judgments.

STANDARDS GOVERNING REVIEW OF DEFAULT ORDERS AND JUDGMENTS

This Court has described the procedural and substantive predicates for default orders and judgments under Maryland Rule 2-613:

> First, the plaintiff must serve the defendant with the complaint and a summons. If the defendant fails to file a timely response, the plaintiff must request an "order of default." Md. Rule 2-613(b). The clerk must send notice of the order of default to the defendant (Md. Rule 2-613(c)), who has 30 days from the entry of the order to move to vacate the order of default by explaining the reasons for the failure to plead and the legal and factual bases for any defenses. Md. Rule 2-613(d). The court must grant a motion to vacate an order of default if it "finds that there is a substantial and sufficient basis

> for an actual controversy as to the merits of the action and that it is equitable to excuse the failure to plead." Md. Rule 2-613(e). If, however, the court is unpersuaded that "there is a substantial and sufficient basis for an actual controversy as to the merits of the action and that it is equitable to excuse the failure to plead," it may deny the motion to vacate. If the court denies the motion to vacate, or if the defendant fails to move to vacate the order of default, the court may, upon request, enter a default judgment. Md. Rule 2-613(f).

Pomroy v. Indian Acres Club of Chesapeake Bay, Inc., 254 Md. App. 109, 113 (2022).

After entering a default judgment, the circuit court's authority to revise that judgment is narrow. *See Franklin Credit Mgmt. Corp. v. Nefflen*, 436 Md. 300, 320 (2013). Because '"[a] default judgment is a final judgment for which the court's revisory power is limited[,]'" a defaulting defendant may not challenge default liability by filing a motion to alter or amend the judgment under Rule 2-534. *Peay v. Barnett*, 236 Md. App. 306, 318 (2018) (quoting *Franklin Credit Mgmt. Corp. v. Nefflen*, 208 Md. App. 712, 732 (2012)). Likewise, even though courts have broad revisory powers over most judgments for the first 30 days after their entry, *see* Md. Rule 2-535(a), once a default judgment is entered in compliance with Rule 2-613, it is no longer '"subject to the revisory power under Rule 2-535(a) except as to the relief granted."' *Franklin Credit Mgmt.*, 436 Md. at 312 (quoting Md. Rule 2-613(g)).

Given these restrictions, this Court has recognized that Md. Rule 2-613(g) only "leaves open the court's power to revise the judgment under [Rule] 2-535(b)[,]" *Peay*, 236 Md. App. at 320, which provides that a circuit court, "on motion of any party filed at any time," "may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity," as those terms are "narrowly defined and strictly applied" in our

jurisprudence. *Pelletier v. Burson*, 213 Md. App. 284, 290 (2013) (cleaned up); *see Early v. Early*, 338 Md. 639, 652 (1995). For purposes of this rule, "[a] 'mistake' . . . refers only to a 'jurisdictional mistake.'" *Peay*, 236 Md. App. at 322 (quoting *Chapman v. Kamara*, 356 Md. 426, 436 (1999)). "The typical kind of mistake occurs when a judgment has been entered in the absence of valid service of process; hence, the court never obtains personal jurisdiction over a party." *Tandra S. v. Tyrone W.*, 336 Md. 303, 317 (1994); *see Peay*, 236 Md. App. at 322. Consequently, "'[i]mproper service of process is a proper ground to strike a judgment under Rule 2-535[(b)].'" *Peay*, 236 Md. App. at 322 (quoting *Pickett v. Noba, Inc.*, 114 Md. App. 552, 558 (1997)).

Because "courts 'do not have discretion to apply inappropriate legal standards, even when making decisions that are regarded as discretionary in nature[,]'" *Morton v. Schlotzhauer*, 449 Md. 217, 231 (2016) (quoting *Wilson-X v. Dep't of Hum. Res.*, 403 Md. 667, 674-75 (2008)), in an appeal from the denial of a motion to revise under Rule 2-535(b), we ask "whether the [circuit] court erred as a matter of law or abused its discretion in denying the motion." *In re Adoption/Guardianship No. 93321055/CAD*, 344 Md. 458, 475 (1997).

I. THE CIRCUIT COURT DID NOT ERR OR ABUSE ITS DISCRETION IN DENYING APPELLANTS' MOTIONS TO VACATE THE DEFAULT ORDERS.

Appellants contend that the trial court erred and abused its discretion in denying their requests to vacate the orders of default against them. Challenging the court's jurisdiction to enter the default order on the ground that they were not properly served with process, they nevertheless concede that the three individual defendants filed their motion

to vacate "outside the thirty-day window" set by Md. Rule 2-613, that the three LLC defendants made only an oral motion to vacate at the October 2017 hearing, and that none of the defendants supported their allegations by attaching an affidavit. In their view, however, the court erred in denying relief from the default orders "because all of the facts concerning service were already in the record."

We do not agree that the record supports Appellants' challenges. To the contrary, it shows that the circuit court applied the correct legal standards and properly exercised its discretion. *See Das v. Das*, 133 Md. App. 1, 15 (2000).

Before entering a default order, a court must determine that it has personal jurisdiction, which is a question of law that we review *de novo*. *See Pinner v. Pinner*, 467 Md. 463, 477 (2020). To be effective, service of process may be made by personal delivery to each individual defendant[3] and to the registered agent of each limited liability company. *See* Md. Rule 2-124(b) ("Service is made upon an individual by serving the individual or

[3] Under Md. Rule 2-121(a) governing in personam service,

> (a) **Generally. —** Service of process may be made within this State . . . (1) by delivering to the person to be served a copy of the summons, complaint, and all other papers filed with it; (2) if the person to be served is an individual, by leaving a copy of the summons, complaint, and all other papers filed with it at the individual's dwelling house or usual place of abode with a resident of suitable age and discretion; or (3) by mailing to the person to be served a copy of the summons, complaint, and all other papers filed with it by certified mail requesting: "Restricted Delivery – show to whom, date, address of delivery." Service by certified mail under this Rule is complete upon delivery. Service outside of the State may also be made in the manner prescribed by the court or prescribed by the foreign jurisdiction if reasonably calculated to give actual notice.

an agent authorized by appointment or by law to receive service of process for the individual."); Md. Rule 2-124(h) ("Service is made upon a limited liability company by serving its resident agent."); Md. Rule 2-124(o)(iii) ("Service may be made upon a . . . limited liability company, or other entity required by statute of this State to have a resident agent by serving two copies of the summons, complaint, and all other papers filed with it, together with the requisite fee, upon the State Department of Assessments and Taxation if . . . two good faith attempts on separate days to serve the resident agent have failed.").

A return of service filed with the court is prima facie evidence of proper service that, if unrebutted, is sufficient grounds for exercising personal jurisdiction over the servee.[4] Maryland courts recognize that "a proper official return of service is presumed to

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[4] Under Md. Rule 2-126(a) governing returns of service,

> (a) **Service by delivery or mail. —** An individual making service of process by delivery or mailing shall file proof of the service with the court promptly and in any event within the time during which the person served must respond to the process.
>
> (1) If service is by delivery, the proof shall set forth the name of the person served, the date, and the particular place and manner of service. If service is made under Rule 2-121 (a)(2), the proof also shall set forth a description of the individual served and the facts upon which the individual making service concluded that the individual served is of suitable age and discretion.
>
> (2) If service is made by an individual other than a sheriff, the individual also shall file proof under affidavit that includes the name, address, and telephone number of the affiant and a statement that the affiant is of the age of 18 or over.
>
> (3) If service is by certified mail, the proof shall include the original return receipt.

be true and accurate until the presumption is overcome[.]" *Weinreich v. Walker*, 236 Md. 290, 296 (1964); *see also Wilson v. Md. Dep't of Env't*, 217 Md. App. 271, 285 (2014) (stating that "[a] proper return of service is *prima facie* evidence of valid service of process").

Significantly, "the mere denial of personal service by him who was summoned will not avail to defeat the sworn return of the official process server." *Weinreich*, 236 Md. at 296; *see Wilson*, 217 Md. App. at 285 (stating that "a mere denial of service is not sufficient" to overcome "the presumption of validity" arising from a return of service). When a denial of service "'is not supported by corrob[or]ative testimony or circumstances . . . the attempted impeachment of the official return must fail.'" *Weinreich*, 236 Md. at 296 (quoting *Weisman v. Davitz*, 174 Md. 447, 451 (1938)). Consequently, "the return of service of process is presumed to be true and accurate and a mere denial by a defendant, unsupported by corroborative evidence or circumstances, is not enough to impeach the return of the official process server[.]" *Ashe v. Spears*, 263 Md. 622, 627-28 (1971).

Here, the record contains facially valid returns of service for all six Appellants, as detailed in our background section. According to those affidavits filed by private process servers, all three of the individual defendants were personally served by hand delivery, as follows:

- Konstantinos was served on September 8, 2016, by hand delivery to his wife at his residence; and again on April 13, 2017, by hand delivery to Konstantinos at his residence.

- Vasilos was served on January 23, 2017, by hand delivery to him at Mountain Branch Golf Club.

- Anastasia was served on March 17, 2017, by hand delivery to her at her residence.

For the LLCs, one was served by hand delivery to the registered agent, but when attempts at personal service of the resident agents for the other two LLCs were unsuccessful, service was made by priority mail delivered to and accepted by the SDAT, as follows:

- Egira, LLC was served on September 8, 2016, by hand delivery to the wife of Konstantinos, its resident agent, at the residential address listed with the SDAT; and again by hand delivery to Konstantinos at the same address on April 13, 2017.

- After non-service of MBGC's resident agent, Thomas A. Deliberto, at the address listed with the SDAT, this LLC was served on January 26, 2017, by SDAT-acknowledged USPS Priority Mail delivery to the SDAT.

- After non-service of Jazpal's resident agent, Thomas A. Deliberto, at the address listed with the SDAT, this LLC was served on January 26, 2017, by SDAT-acknowledged USPS Priority Mail delivery to the SDAT.

None of LLC defendants filed a timely motion to vacate the default orders against them; nor have they specifically contested these returns of service. Likewise, with respect to the individual defendants, as counsel for T&L emphasized, "[t]here's nothing under oath, there's no affidavits." Appellants could have challenged these returns of service, either by submitting an affidavit or by testifying when they appeared with counsel in court during the evidentiary hearing, but failed to do so. Consequently, the court did not err or abuse its discretion in concluding that the returns of service were not impeached by Appellants' unsupported denials that they were served. *See Weinrich*, 236 Md. at 296.

Nor did the court abuse its discretion in rejecting Appellants' proffers as to why it would be equitable to forgive their failure to file timely responses to the complaint. As the

record shows, the complaint was first served on Konstantinos, who is related to the other two individual defendants and involved in the business dealings of the three LLCs, on September 8, 2016 – months before the default orders were entered on May 18, 2017, and the default judgment hearing that took place on October 25, 2017. During that hearing, defense counsel admitted that none of the LLCs had moved to vacate the default orders against them, that the individual defendants' *pro se* motion to vacate the default orders against them was not filed within 30 days, and that his clients "should have sought counsel earlier" than the previous week when they approached him. Counsel proffered that his clients had "meritorious defense[s]" based on "factual arguments that the hours that have been billed are inaccurate"; "that the charges that were levied are also inaccurate"; and that "the Defendants have a legal malpractice claim" against T&L "stemming from the same services," for which they had "retained an attorney" the day before the hearing.

In response, counsel for T&L countered Appellants' attempts "to distract" from their failure to respond by suggesting they "are inexperienced with the legal system, they're wary of lawyers." Counsel proffered that "the reason it took so long to get to today is because at least two of the Defendants have been in and out of the Bankruptcy Court represented by their own bankruptcy lawyers and by a Court appointed trustee." In these circumstances, given Appellants' "storied history with both this case, . . . which was stayed specifically because of their bankruptcy filings," and their "knowledge of the Court system in general[,]" T&L maintained that it was "disingenuous at best" for Appellants to claim it would be equitable to forgive their failure to timely respond to the lawsuit based on their wariness "of lawyers[.]"

Based on this record establishing valid service on all Appellants, without equitable grounds for their timely failure to plead, the court did not err or abuse its discretion in declining to vacate the default orders. We reject Appellants' contention that *Peay* supports a different conclusion. In that case, this Court held that an ineffective attempt to serve the defendant warranted relief from a default judgment under the jurisdictional mistake modality of Md. Rule 2-535(b). *See Peay*, 236 Md. App. at 322-23, 327, 331. In contrast to this case, that record contained affidavits and other documentary evidence that the substitute service made on the defendant at her residence was invalid because it occurred via hand delivery to a relative who did not reside there. *See id.* at 323, 327. Nothing in that decision or rationale undermines the circuit court's determination here, that all six Appellants were effectively served as stated in the returns of service, none of which were disputed by affidavit or hearing testimony. To the contrary, *Peay* confirms that absent a timely and meritorious motion to vacate the default order in question, supported by admissible evidence of non-service, default relief is not warranted. *See id*. at 318, 322-23.

II. THE TRIAL COURT DID NOT ERR OR ABUSE ITS DISCRETION IN ITS AWARD OF DAMAGES.

Appellants challenge the amount of the default judgments entered on the basis of the invoiced arrearages as "clearly erroneous," arguing that T&L's sole witness, an attorney with that law firm, offered only his "conclusory" and unsupported testimony "that the attorney fees charged by [T&L] were 'fair, reasonable and necessary[.]'" Citing to Md. Rule 19-301.5(a), setting forth "[t]he factors to be considered in determining the reasonableness of a fee" and related case law adding "considerations to these minimum

factors[,]" Appellants "acknowledge that the trial court was not required to make findings with respect to each factor" but point to certain "critical" factors for which they contend that specific evidence "is absent" from both the record and the court's examination of it. In Appellants' view, neither "the time sheets/billing statements and fee agreements," nor the authenticating "testimony from an attorney member of [T&L] who had no participation in the estate case, minimal participation in that wage/labor case," but merely "experience as a litigator[,]" was sufficient to support the judgment.

In pertinent part, Md. Rule 19-301.5 provides:

> (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;
>
> (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; [and]
>
> (7) the experience, reputation, and ability of the attorney or attorneys performing the services[.]

When awarding attorney's fees pursuant to a contract, a court considering the reasonableness of requested fees also takes into account '"(1) whether the [award] was supported by adequate testimony or records; (2) whether the work was reasonably

necessary; (3) whether the fee was reasonable for the work that was done; and (4) how much can reasonably be afforded by each of the parties.”’ *Sczudlo v. Berry*, 129 Md. App. 529, 550 (1999) (quoting *Lieberman v. Lieberman*, 81 Md. App. 575, 601-02 (1990)). Reviewing courts are mindful that

> (a) the party seeking the fees . . . always bears the burden of presenting evidence sufficient for a trial court to render a judgment as to their reasonableness; (b) an appropriate fee is always reasonable charges for the services rendered; (c) a fee is not justified by a mere compilation of hours multiplied by fixed hourly rates or bills issued to the client; (d) a request for fees must specify the services performed, by whom they were performed, the time expended thereon, and the hourly rates charged; (e) it is incumbent upon the party seeking recovery to present detailed records that contain the relevant facts and computations undergirding the computation of charges; (f) without such records, the reasonableness, *vel non*, of the fees can be determined only by conjecture or opinion of the attorney seeking the fees and would therefore not be supported by competent evidence.

Maxima Corp. v. 6933 Arlington Dev. Ltd. P’ship, 100 Md. App. 441, 453-54 (1994) (emphasis omitted).

Here, the evidentiary record supports the amount of the judgments for unpaid fees. O’Connell authenticated the detailed invoices from T&L for each of the representations it undertook under the two contracts of engagement with Appellants. After reviewing which parties were represented in each case, he testified that during his 17-plus years of practice, his litigation experience includes cases involving personal injury, collections, mass tort, class action, and embezzlement. The itemized invoices for each of the cases involved in both the Estate and the Wage litigation, along with compilation summaries, were voluminous and admitted without objection. These showed line item entries for work performed, including

> the date the services were performed, the individual who performed the services, brief description of the services performed, the hourly rate of the individual who was performing the service, the amount of time that individual spent performing that service and the . . . total amount for that service[.]

Payments made on the account were shown. Individual attorneys who performed the itemized work were identified by initials corresponding to a "user summary[.]" The time, expenses, and fees charged for each of the cases were for work related to the engagements, performed "at the direction of the" Appellants, and in O'Connell's professional opinion, were necessary, fair, and reasonable.

Significantly, although earlier in the hearing defense counsel challenged the denial of relief from the default orders on the ground that Appellants contested the hours and charges set forth in these authenticated invoices, ultimately Appellants did not present any evidence or argument to support such challenges. After T&L rested its case for damages in the amount of the arrearages stated on the invoices admitted into evidence, the court advised defense counsel that he "may proceed on any matters you wish to introduce." Defense counsel initially asked for the "[c]ourt's indulgence just briefly[,]" then announced, "Nothing further[.]" Again, after counsel for T&L argued that the amount owed is set forth in the admitted invoices, compilations, interest worksheets, and evidence of hours and expenses to bring this lawsuit, the court asked defense counsel to present "anything that you have . . . in terms of a closing[,]" defense counsel answered, "Nothing further, but thank you."

This record of evidence that Appellants did not dispute, which included itemized invoices showing the work performed and charges incurred in all three cases, is sufficient

to support the court's award of damages in the amount of the arrearage claimed by T&L for its representation in the Estate Cases and the Wage Case, as well as for fees and costs in bringing this collection action.

JUDGMENTS OF THE CIRCUIT COURT FOR BALTIMORE COUNTY AFFIRMED. COSTS TO PAID BY APPELLANTS.