

Circuit Court for Montgomery County  
Case No. 412696V

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

Nos. 135 & 791

September Term, 2021

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SALEMA HORN

v.

MADHABI SHETH, et al.

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MADHABI SHETH

v.

SALEMA HORN

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Wells, C.J.,  
Leahy,  
Eyler, Deborah, S.,  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Eyler, Deborah S., J.

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Filed: April 18, 2022

\*This is an unreported opinion and therefore may not be cited either as precedent or as persuasive authority in any paper, brief, motion, or other document filed in this Court or any other Maryland court. Md. Rule 1-104.

These two appeals arise from the same underlying litigation in the Circuit Court for Montgomery County between former business partners, Salema Horn and Madhabi Sheth (as well as entities controlled by them) and from our decision in a prior appeal between them, *Sheth v. Horn*, No. 93, Sept. Term 2019 (filed May 18, 2020) (“the Fee Appeal”). Although not consolidated in this Court, we exercise our discretion to decide both appeals in a single opinion because the relevant facts and proceedings are identical, and the issues are interrelated. Both appeals challenge orders entered by the circuit court after the Fee Appeal was decided.

In No. 135 (“the Bond Appeal”), Ms. Horn, as the appellant, contests an order partially releasing the supersedeas bond securing an award of attorneys’ fees (“the Fee Award”) entered against Ms. Sheth, her husband (Sanjay Sheth), and four daycare centers operated by the Sheths (“the MSL Centers”), the appellees.<sup>1</sup> The total amount of the bond was \$136,445.09. The circuit court ordered the release of \$113,704.25 - - five-sixths of the bond - - to Mr. Sheth and the MSL Centers, based upon this Court’s reversal of the Fee Award entered as to them. Ms. Horn presents seven questions,<sup>2</sup> all of which turn upon whether the bond proceeds properly were released.

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<sup>1</sup> The four daycare centers are: MSL International Children Center LLC; MSL International Children Academy LLC; MSL International Children Center-Three LLC; and MSL International Children Center-Four LLC.

<sup>2</sup> The questions as posed by Ms. Horn are:

(Continued...)

In No. 791 (“the Judgment Appeal”), Ms. Sheth, as the appellant, challenges a judgment entered against her and in favor of Ms. Horn, the appellee, for \$113,704.25. That amount comprises the five-sixths of the Fee Award that was not released to Ms. Horn from the supersedeas bond proceeds after the Fee Appeal. Ms. Sheth asks whether, given our reversal of the Fee Award as entered against Mr. Sheth and the MSL Centers, the circuit court erred by entering judgment against her for the full amount of the Fee Award less the monies already paid to Ms. Horn, without first determining the extent of her liability.

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1. Did the Circuit Court err when, in contravention of Rule 8-606(e), it disregarded this Court’s Mandate issued in the Fee Award Appeal?

2. Did the Circuit Court err when, in contravention of this Court’s Mandate affirming the full amount of the Fee Award, it broke apart the *Supersedeas* Bond and then issued a *single* check to Appellees and Mr. Sheth in the amount of five-sixths of the *Supersedeas* Bond?

3. Did the Circuit Court err by reducing the amount of the *Supersedeas* Bond paid to Ms. Horn without a finding that the amount was erroneous, which it could not do without violating this Court’s Mandate in the Fee Award Appeal?

4. Did the Circuit Court err by dividing up the *Supersedeas* Bond paid to secure the full amount of the Fee Award?

5. Did the Circuit Court err in dividing the *Supersedeas* Bond by six, despite that judgment was entered against only five parties?

6. Did the Circuit Court err in breaking apart the *Supersedeas* Bond and then releasing funds from that *Supersedeas* Bond to a party against whom the Fee Award had not been issued?

7. Did the Circuit Court err in issuing a *single* check from its Registry when its justification was to return equal portions to individual parties in the case?

(Emphasis in original.)

For the following reasons, we shall affirm the judgment against Ms. Sheth in the Judgment Appeal. That decision renders the issues raised by Ms. Horn in the Bond Appeal moot, and we shall dismiss that appeal.

### **FACTS AND PROCEEDINGS**

We briefly summarize the background facts, which are fully set forth in our prior unreported opinions in *Sheth v. Horn*, Nos. 480 & 759, Sept. Term 2017 (filed June 18, 2018) (“the Merits Appeal”) and the Fee Appeal.

At one time, the Sheths and Ms. Horn jointly owned and operated five daycare centers: the four MSL Centers and a fifth center, Hope Grows Child Development Center LLC (“Hope Grows”). Legal disputes arose between them that were resolved by means of a comprehensive settlement reached in May 2015, which, as relevant, was implemented by a settlement agreement and an acquisition agreement. The acquisition agreement provided that the Sheths would become sole owners of the four MSL Centers and Ms. Horn would become sole owner of Hope Grows. The settlement agreement and the acquisition agreement included non-disparagement/confidentiality clauses. The settlement agreement included a fee-shifting provision<sup>3</sup> and the acquisition agreement included indemnification clauses.

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<sup>3</sup> The fee-shifting provision provided:

Attorneys’ Fees. If any Party commences any action or proceedings to enforce the provisions of this Agreement, or if any Party asserts in any action or proceeding any claim or other matter of any kind released by this

(Continued...)

Seven months later, Ms. Sheth filed the instant lawsuit against Ms. Horn, alleging, among other things, that Ms. Horn had made disparaging comments about her in breach of the non-disparagement clauses. She twice amended her complaint, adding the four MSL Centers as plaintiffs and Hope Grows as a defendant. The second amended complaint, which is the operative complaint, set forth seven claims: breach of the settlement agreement (Count 1), defamation per se (Count 2), injurious falsehood (Count 3), false light (Count 4), negligent misrepresentation (Count 5), tortious interference with economic relations (Count 6), and breach of a confidentiality agreement related to Ms. Sheth's immigration status (Count 7). Ms. Sheth was a party to all the claims except tortious interference, which was brought by the MSL Centers against Ms. Horn and Hope Grows. Mr. Sheth was not a plaintiff.

Ms. Horn filed a counterclaim against Ms. Sheth, alleging that by reciting in her complaint the full text of various clauses of the settlement agreement and attaching an unredacted copy of that agreement to the complaint, none of which was filed under seal, Ms. Sheth breached the confidentiality clause of the agreement. Ms. Horn sought damages, attorneys' fees, and costs against Ms. Sheth. She later amended her

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Agreement, the prevailing Party shall be entitled to an award of its costs, expenses, expert witness fees and attorneys' fees reasonably incurred in connection with such action or proceeding, including any appeals thereof, in addition to any other claims or damages incurred by the prevailing Party. The obligations of the Parties to pay costs, expenses and attorneys' fees under this Agreement shall not be deemed merged into, but shall survive, any judgment.

counterclaim to add an abuse of process count against Ms. Sheth and the MSL Centers. That count was dismissed before trial, however. Mr. Sheth was not a counter-defendant. Indeed, he was not a party to any of the litigation.

In a jury trial held in May 2017, Ms. Horn fully prevailed. On all the counts by Ms. Sheth and the MSL Centers that were sent to the jury, the jury found in favor of Ms. Horn (and in favor of Hope Grows).<sup>4</sup> On the sole count of Ms. Horn's counterclaim against Ms. Sheth, the jury found in favor of Ms. Horn and awarded her \$5,000 in damages.<sup>5</sup>

The Sheths noted an appeal. This Court affirmed the judgment of the circuit court in the Merits Appeal.<sup>6</sup>

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<sup>4</sup> The jurors were asked to decide whether Ms. Horn or Hope Grows breached the confidentiality clause of the settlement agreement; disparaged Ms. Sheth, Mr. Sheth, or the MSL Centers in violation of the settlement or acquisition agreements; defamed Ms. Sheth, Mr. Sheth, or the MSL Centers; and were liable for injurious falsehood. As noted, Mr. Sheth was not a party to the case, and should not have been included on the verdict sheet. It is not clear how that error came about.

<sup>5</sup> On Ms. Horn's counterclaim, the verdict sheet erroneously asked the jurors to decide whether Ms. Sheth, **Mr. Sheth, or the MSL Centers** had breached the settlement agreement. Again, Mr. Sheth was not a party to the lawsuit; and the MSL Centers were not named as defendants in the sole count of the counterclaim that went to the jury for decision.

<sup>6</sup> The Merits Appeal addressed, in a combined opinion, issues relating to the merits of this case and issues relating to a confessed judgment action brought by Ms. Horn against the Sheths. *Merits Appeal*, slip op. at 1. From what we can tell, none of the parties raised the issue of Mr. Sheth's mistaken appearance on the verdict sheets in this case.

While the Merits Appeal was pending, Ms. Horn (and Hope Grows) filed in the circuit court a verified petition for attorneys’ fees and costs pursuant to the fee-shifting provision in the settlement agreement and an indemnification clause in the acquisition agreement. Ms. Horn asked the court to order Ms. Sheth, Mr. Sheth, and the MSL Centers to pay her full attorneys’ fees and costs incurred defending against the complaint and prosecuting her counterclaim, which at that time were over \$100,000. The proposed order attached to the petition included language directing that the judgment index be amended “to include an additional judgment in favor of Defendants, Salema Horn and Hope Grows . . . against the Plaintiffs [Ms.] Sheth, [Mr.] Sheth, [and the MSL Centers] in the amount of \$102,170.33.”

Ms. Sheth and the MSL Centers opposed the motion, contesting the reasonableness of the fees requested.

After our mandate issued in the Merits Appeal, Ms. Horn supplemented her fee petition and the Sheths and the MSL Centers supplemented their opposition to it, arguing for the first time that Ms. Horn had waived her contractual fee claim by not complying with Rule 2-705.<sup>7</sup>

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<sup>7</sup> Rule 2-705 requires, among other things, that a party assert a contractual fee claim in his or her initial pleading (or promptly after it arises). Md. Rule 2-705(b). The making of a fee claim under the rule triggers other procedural measures to be implemented by the circuit court. Md. Rule 2-705(c), (d), & (g).

The circuit court held an evidentiary hearing on the fee petition and, on February 19, 2019, issued an opinion and order disallowing a small subset of the fees requested but otherwise granting the motion (“the Fee Award”). The court ordered “Plaintiffs” to “pay the amount of \$136,445.09 directly to Defendants within 90 days of the date of entry of this Order” and, if not paid, that “judgment shall be entered against Plaintiffs and in favor of Defendant.”<sup>8</sup>

Ms. Sheth and the MSL Centers filed a notice of appeal and moved to stay enforcement of the Fee Award. Their motion was granted subject to their filing a supersedeas bond in the entire amount of the award. On June 24, 2019, they filed with the Clerk of the Court a check for \$136,445.09 drawn on the account of one of the MSL Centers.

On May 18, 2020, we filed our opinion in the Fee Appeal. We rejected two threshold arguments: that Ms. Horn had waived her contractual fee claim by not including it in her “initial pleading” as Rule 2-705(b) requires and that any failure by the circuit court to comply with scheduling provisions of Rule 2-705 precluded Ms. Horn from pursuing her contractual right to fees. *Fee Appeal*, slip op. at 14-21. On the merits, we held that the trial court erred by awarding fees against Mr. Sheth, because he was not a party to the litigation, and against the MSL Centers, because Ms. Horn’s claim for

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<sup>8</sup> As mentioned, the fee petition was filed by Ms. Horn and Hope Grows. The circuit court used the plural “Defendants” throughout the opinion, except for the final line quoted here. As we shall explain, only Ms. Horn was entitled to make a claim for fees, however.

attorneys' fees was made in the *ad damnum* clause of the count in her counterclaim pled only against Ms. Sheth. *Id.* at 22-23. Consequently, we reversed “the award of attorneys' fees against Mr. Sheth and the MSL Centers.” *Id.* at 23

We otherwise affirmed the Fee Award against Ms. Sheth. We reasoned that all the claims in her complaints, first brought individually and later with the MSL Centers, arose from the same common core of facts and turned upon Ms. Horn's alleged disparagement of Ms. Sheth and her businesses, in violation of the settlement agreement. *Id.* at 23-26. Given the broad language of the fee-shifting clause in the settlement agreement, we concluded that the circuit court had acted within its discretion “in deciding to award Ms. Horn a fully compensatory fee.” *Id.* at 26. We rejected Ms. Sheth's arguments that only the fees Ms. Horn incurred in prosecuting her counterclaim were covered by her fee claim and that the circuit court had violated her due process rights. *Id.* at 26-29, 33.

The final paragraph of our opinion states: “We will therefore affirm the circuit court's award of attorneys' fees to the extent that it was entered against Ms. Sheth and reverse that award to the extent it was entered against all other parties.” *Id.* at 34. Our mandate immediately followed, stating:

**JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED AS TO THE AWARD AGAINST MADHABI SHETH AND REVERSED TO THE EXTENT THE AWARD WAS ENTERED AGAINST OTHER PARTIES. COSTS TO BE PAID 75% BY MADHABI SHETH AND 25% BY APPELLEE.**

*Id.*

After our mandate issued in the Fee Appeal, Mr. Sheth and the MSL Centers filed a motion in the circuit court seeking return of five-sixths of the supersedeas bond to account for the reversal of the Fee Award against them. Ms. Horn opposed the motion, arguing that the bond secured the total Fee Award, which had been affirmed on appeal, and that she was entitled to the full proceeds of the bond.<sup>9</sup>

By order entered September 2, 2020, the circuit court granted the motion for partial return of the supersedeas bond, ordering that five-sixths of the bond (\$113,704.25) be released from the court registry and made payable to Mr. Sheth and the four MSL Centers (“the Bond Order”). Ms. Horn moved for reconsideration, which was denied after a hearing.

On October 13, 2020, the Clerk of the Court issued a check in the amount of \$113,704.25 to Mr. Sheth and the MSL Centers. Ms. Horn noted the Bond Appeal that same day.

Thereafter, Ms. Horn filed two motions. First, she moved for release of the \$22,740.84 remaining in the court registry from the supersedeas bond. That motion, which was unopposed, was granted by order entered on March 4, 2021. On March 8, 2021, the Clerk of the Court issued a check to Ms. Horn’s attorney in that amount.

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<sup>9</sup> Ms. Horn also argued that inclusion of Mr. Sheth and the MSL Centers in the Fee Award was a “typographical error” that was first identified during oral argument in this Court. In fact, as they pointed out in a responsive pleading, Mr. Sheth and the MSL Centers raised this issue in their opening brief in the Fee Appeal, arguing that the judgment must be reversed as to them.

Second, Ms. Horn moved to convert the Fee Award to a judgment in her favor against Ms. Sheth. Ms. Sheth opposed this motion, arguing that the Fee Award was “annulled” by our partial reversal in the Fee Appeal and that the appropriate remedy would be for the court to enter a revised judgment against Ms. Sheth for her “*pro rata* share of the February 19, 2019 Order.” (Emphasis in original.) She reasoned that because liability under the Fee Award was not made joint and several, this Court’s reversal of the award as to Mr. Sheth and the MSL Centers resulted in our affirming only one-sixth of the Fee Award.

Ms. Horn responded that this Court’s opinion in the Fee Appeal affirmed the Fee Award in full as entered against Ms. Sheth and, consequently, the reversal as to non-party Mr. Sheth and the MSL Centers did not reduce Ms. Sheth’s liability for the full Fee Award.

The circuit court held a hearing on June 28, 2021 and granted Ms. Horn’s motion. It observed that “a judgment generally entered against multiple parties [–] even an order that would just be reduced to [a] judgment [–] would be a joint and several judgment.” The court reasoned that in the Fee Appeal this Court held that Ms. Horn was entitled to the full amount of her fees against Ms. Sheth and that it had not been an abuse of discretion for the circuit court to award Ms. Horn all the fees she had incurred. Our mandate in the Fee Appeal likewise was clear: the judgment was affirmed as to Ms. Sheth and reversed as to the others, leaving Ms. Sheth solely liable for the entire Fee Award. The court entered judgment against Ms. Sheth for \$113,704.25, comprising the total fee

award less the \$22,740.84 already released from the court registry to Ms. Horn's attorney.

Ms. Sheth timely noted the Judgment Appeal. She posted a supersedeas bond in the full amount of the judgment, and we stayed enforcement of the judgment pending appeal, pursuant to Rules 8-422(a) and 8-423.

## DISCUSSION

### a.

In the Judgment Appeal, Ms. Sheth contends this Court's reversal of the Fee Award against Mr. Sheth and the MSL Centers rendered the order granting the Fee Award a nullity and necessitated the entry of a revised Fee Award that "delineates the extent to which [the fees are] apportioned." She bases her argument on the language in our opinion immediately preceding the mandate, in which we state that we will "affirm the circuit court's award of attorneys' fees **to the extent that it was entered against Ms. Sheth** and reverse that award to the extent it was entered against all other parties." *Fee Appeal*, slip op. at 34 (emphasis added). In Ms. Sheth's view, this language signifies that, on remand, the circuit court was required to determine the extent of her liability.

Ms. Sheth also relies on our reasoning in the Fee Appeal opinion that Ms. Horn was entitled to recover attorneys' fees incurred prosecuting her counterclaim and "fees incurred in defending against the claims brought against her **by Ms. Sheth.**" *Id.* at 26 (emphasis added). She construes that language as limiting the scope of Ms. Horn's entitlement to fees to amounts incurred defending against the claims she (Ms. Sheth)

brought and not to fees incurred defending against claims brought by the MSL Centers. Given that the MSL Centers brought one count of the second amended complaint (tortious interference) and she and the MSL Centers brought the other five counts jointly, she maintains that the Fee Award must be apportioned so she does not pay more than her share.<sup>10</sup>

Alternatively, Ms. Sheth argues that the Fee Award must be construed, in conjunction with our mandate in the Fee Appeal, to be an award of fees apportioned among Mr. Sheth and the five parties on a pro rata basis, i.e., six ways. Citing no law, she asserts that because the Fee Award made multiple parties liable for the total amount

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<sup>10</sup> Ms. Sheth also argues that because the Fee Award was entered in favor of Ms. Horn and Hope Grows, the circuit court was obligated to determine what share of the total fees were incurred by Ms. Horn, as opposed to by Hope Grows. She emphasizes that Hope Grows was not a plaintiff in the single count of the counterclaim in which attorneys' fees were sought and, consequently, consistent with our reasoning in the Fee Appeal, was not entitled to an award of fees.

Although we agree that Hope Grows was not entitled to an award of fees, any error in the entry of the Fee Award was corrected following the Fee Appeal because Ms. Horn moved for entry of judgment solely in her favor and the judgment was so entered. In any event, Ms. Sheth waived this contention by not raising it in the Fee Appeal (or in her opposition to Ms. Horn's motion for judgment in the circuit court). Even if she had raised it, it would have been handled the same way the issues respecting Mr. Sheth and the MSL Centers were handled. The Fee Award would have been reversed to the extent it was entered in favor of Hope Grows, with the full award to go entirely to Ms. Horn.

and did not state that it was a “joint and several award,” it necessarily was intended to be apportioned on pro rata basis.<sup>11</sup>

Ms. Horn responds that the circuit court was bound to carry out the mandate of this Court in the Fee Appeal, which affirmed the Fee Award in full against Ms. Sheth. She emphasizes that we held in the Fee Appeal that, as the prevailing party, she was entitled to an award of all the fees she had incurred defending against the underlying litigation and prosecuting her counterclaim, and that the claims all were interrelated and arose from the same common core of facts. Therefore, she maintains, any argument that we contemplated that the Fee Award would be apportioned is without basis.

**b.**

Rule 8-606(a) provides that “[a]ny disposition of an appeal . . . shall be evidenced by the mandate of the Court . . . and shall constitute the judgment of the Court.” Subsection (e) directs that “[u]pon receipt of the mandate, the clerk of the lower court shall enter it promptly on the docket and the lower court shall proceed in accordance with its terms.” Md. Rule 8-606(e). To the extent that a mandate is ambiguous, “then the opinion may be referred to and considered an integral part of that mandate.” *Harrison v. Harrison*, 109 Md. App. 652, 665 (1996).

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<sup>11</sup> Ms. Sheth maintains that this is consistent with the way the supersedeas bond was posted for the Fee Appeal. She states that she, Mr. Sheth, and the MSL Centers each “contributed equally to the payment of a supersedeas bond for their pro rata share of the Fee Award.” As mentioned, however, the supersedeas bond was paid by a single check drawn on the account of one of the MSL Centers.

If on appeal this Court “concludes that error affects a severable part of the action, the Court, as to that severable part, may reverse or modify the judgment or remand the action to a lower court for further proceedings and, as to the other parts, affirm the judgment.” Md. Rule 8-604(b). A remand is appropriate when “the substantial merits of a case will not be determined by affirming, reversing or modifying the judgment, or . . . justice will be served by permitting further proceedings[.]” Md. Rule 8-604(d)(1). If a remand is ordered, we “shall state the purpose for the remand.” *Id.*

“A reversal is defined as ‘the annulling or setting aside by an appellate court of a decision of a lower court[.]’” *Carpenter Realty Corp. v. Imbesi*, 369 Md. 549, 562 (2002) (quoting *Litman v. Massachusetts Mut. Life Ins. Co.*, 825 F.2d 1506, 1514 n.11 (11th Cir. 1987)). “[T]he effect of a general **and unqualified** reversal of a judgment, order or decree is to nullify it completely and to leave the case standing as if such judgment, order or decree had never been rendered, except as restricted by the opinion of the appellate court.” *Id.* (quoting *Balducci v. Eberly*, 304 Md. 664, 671, n.8 (1985)) (emphasis added). In contrast, if the mandate “contain[s] . . . language restricting the effect of the reversal so as to leave the original judgment in place[.]” the effect is not to nullify the judgment. *Id.*

**c.**

Here, our mandate in the Fee Appeal reversed, in part, and affirmed, in part, the Fee Award. Clearly, it was **not** a general and unqualified reversal of the Fee Award. To the contrary, the first clause of the mandate states that the judgment is “affirmed as to the

award against Madhabi Sheth[.]” The second clause explains that the Fee Award is reversed **only to the extent that it was entered against non-party Mr. Sheth and the MSL Centers**. The mandate does not order a remand for further proceedings or direct the circuit court to take any further action to carry it out. By its plain meaning, the effect of the mandate was to alter the Fee Award so the \$136,445.09 was granted against Ms. Sheth only. Because the mandate affirmed the Fee Award in full against Ms. Sheth, the circuit court had no discretion to reexamine or apportion it.

Even if the mandate were ambiguous, which it is not, both the organization and the substance of our opinion in the Fee Appeal evidence our intent to affirm the Fee Award, in full, against Ms. Sheth. We explain.

Organizationally, after rejecting the initial procedural challenges to the Fee Award, we “reverse[d] the award of attorneys’ fees against Mr. Sheth and the MSL Centers[.]” because Mr. Sheth never was a party to the case and the only count in which Ms. Horn requested fees was brought against Ms. Sheth and not against the MSL Centers. *Fee Appeal*, slip op. at 23. We then explained: “The remainder of our discussion focuses on the award as entered against Ms. Sheth.” *Id.* If the reversal as to Mr. Sheth and the MSL Centers necessitated vacation or modification of the Fee Award and a remand for further proceedings, we would have said so and our remaining discussion would have amounted to guidance for the circuit court. Instead, we reached the merits of the challenges to the Fee Award and directly resolved them. This is inconsistent with Ms. Sheth’s position that the Fee Award was rendered a nullity.

Substantively, we considered and rejected Ms. Sheth’s argument that some of the fees Ms. Horn was awarded were not recoverable under the fee-shifting provision because they were incurred defending against the tort counts, not the contract counts. We reasoned that the circuit court did not err by determining that the entire lawsuit “was ‘to enforce the provisions’” of the settlement agreement and was subject to fee-shifting. *Id.* at 25. Further, we emphasized that the circuit court had discretion to “apply the common core of facts doctrine to award fees” on all the counts. *Id.* We held that, because “all of Ms. Sheth’s claims that proceeded to trial arose out of the identical core of facts and related legal theories[,]” the circuit court properly applied that doctrine to “award Ms. Horn a fully compensatory fee.” *Id.* at 25-26. In so holding, we made clear that all the fees incurred by Ms. Horn in defending against the claims brought by Ms. Sheth, individually and/or in concert with her businesses, were recoverable because they all necessitated proof or denial of the same core facts and did not need to be treated separately for purposes of the fee-shifting provision.

We likewise rejected Ms. Sheth’s argument that the fees incurred defending against Ms. Sheth’s complaint were not recoverable because the fee claim was pled only in Ms. Horn’s counterclaim. The fees incurred by Ms. Horn in prosecuting her counterclaim against Ms. Sheth indisputably also were subject to fee-shifting. Having rejected Ms. Sheth’s arguments, we held that the trial court had not abused its discretion by awarding Ms. Horn all the fees she claimed, less certain offsets that Ms. Horn did not challenge on appeal. In the context of this reasoning, our mandate affirming the

judgment against Ms. Sheth plainly makes her liable for the full amount of fees awarded in the Fee Award, not a fractional amount of them.

There is no merit in Ms. Sheth's argument that because the Fee Award did not specify that it was being entered as a joint and several obligation, it was intended to be apportioned pro rata between the six people and entities originally included in the order. Because the Fee Award was stayed pending appeal, the circuit court did not enter judgment against those parties. On appeal, the Fee Award was affirmed only against Ms. Sheth. Consequently, she is solely liable for the Fee Award and the circuit court correctly entered judgment against her on that basis.

The circuit court was bound to carry out this Court's mandate affirming the Fee Award as to Ms. Sheth. The Fee Award directed that if the fees were not paid to Ms. Horn within 90 days, judgment would be entered in her favor. As a consequence of the Bond Order, Ms. Horn received only one-sixth of the fees awarded to her from the bond proceeds following the Fee Appeal. The circuit court did not err by entering judgment in favor of Ms. Horn for the remaining five-sixths of the fee award, consistent with our mandate and the Fee Award.

Ms. Horn has received payment of one-sixth of the Fee Award. She is entitled to collect on the bond posted by Ms. Sheth in this appeal, which secured the entire judgment for the remaining five-sixths of the Fee Award (\$113,704.25). Consequently, she no longer is aggrieved by the Bond Order releasing five-sixths of the earlier supersedeas bond to Mr. Sheth and the MSL Centers and there is no remedy we could grant her. *See*

*Prince George's Cnty. v. Columcille Bldg. Corp.*, 219 Md. App. 19, 26 (2014) (“A case is moot when there is no longer an existing controversy when the case comes before the Court or when there is no longer an effective remedy the Court could grant.”) (quoting *Suter v. Stuckey*, 402 Md. 211, 219 (2007)) (emphasis omitted). For that reason, we shall dismiss the Bond Appeal as moot.

**APPEAL NO. 135, SEPT. TERM, 2021, DISMISSED AS MOOT. COSTS TO BE PAID BY APPELLEE MADHABI SHETH.**

**APPEAL NO. 791, SEPT. TERM 2021, JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY IN FAVOR OF SALEMA HORN FOR \$113,704.25 AFFIRMED. COSTS TO BE PAID BY APPELLANT MADHABI SHETH.**