UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 00652

September Term, 2016

HOUSING AUTHORITY OF BALTIMORE CITY

v.

LAMAR LYNCH, et al.

Meredith,
Reed,
Wallace, Sean D.
(Specially Assigned),

JJ.

Opinion by Meredith, J.

Filed: May 31, 2017

This case began in May 2000 when Lamar Lynch ("Lynch"), appellee, by his mother and next friend Nora Smith, brought suit against the Housing Authority of Baltimore City (the "HABC"), appellant, alleging injuries resulting from exposure to lead paint at a property owned and operated by the HABC. At the conclusion of a six day trial in the Circuit Court for Baltimore City, the jury returned a verdict in Lynch's favor, awarding him $630,000.00 in compensatory damages. Following the entry of judgment on March 13, 2002, this case traversed the Maryland judicial system for over a decade as the HABC asserted various theories of governmental immunity in an effort to reduce portions of the judgment it was obligated to pay to Lynch. Those arguments were all put to rest when the Court of Appeals ruled in *Brooks ex rel. Wright v. Housing Authority of Baltimore City*, 411 Md. 603, 623–24 (2009), that the 1937 statute that authorized the creation of the HABC "effects a complete waiver of immunity from suit arising out of tortious conduct in the maintenance and operation of subsidized housing." The Court of Appeals ordered this Court to reconsider Lynch's case in light of *Brooks*, and, when we did so, we ordered that the judgment for $630,000.00 be reinstated.

Although the parties reached an agreement regarding payment of the principal amount for the judgment, they could not agree how much the HABC owed for post-judgment interest. Because the jury's verdict had never been altered on appeal, and our very last appellate ruling had ordered the circuit court "to reinstate the [$630,000.00] judgment rendered against [the HABC]," the circuit court determined that interest began to accrue on March 13, 2002, the date judgment on the verdict against the HABC was

originally entered. In May 2016, the circuit court ruled that the HABC was obligated to pay Lynch $605,490.41 in post-judgment interest. The HABC contends in this appeal that the circuit court abused its discretion by ruling that post-judgment interest was owed from March 13, 2002, and that, for reasons outlined in greater detail later in this opinion, the circuit court should have held that interest did not begin to accrue until after the Court of Appeals made its ruling in *Brooks*.

QUESTIONS PRESENTED

The Housing Authority of Baltimore City presents two questions for our review:

> 1. Whether the Circuit Court abused its discretion when it awarded post-judgment [interest] in the amount of $605,490.41, calculating the accrual of post-judgment interest from March 13, 2002, despite circumstances involving an intervening change of law[.]
>
> 2. Whether the circuit court erred in denying HABC's Motion for Satisfaction as to the principal amount due on the $630,000 judgment as well as to amounts of post-judgment interest claimed for the period preceding the Court of Appeals' decision in *Brooks v. Housing Authority of Baltimore City*[.]

Perceiving no error, we affirm the judgment of the Circuit Court for Baltimore City.

FACTUAL & PROCEDURAL BACKGROUND

On May 23, 2000, Lynch, a minor at the time, filed suit (through his mother and next friend Nora Smith) against the HABC for injuries resulting from exposure to lead paint while living at 317 East Lafayette Avenue, a property owned and operated by the HABC. On March 12, 2002, at the conclusion of a six day trial in the Circuit Court for

Baltimore City, the jury returned a verdict in favor of Lynch and awarded him $630,000.00 in compensatory damages. Judgment on the verdict was entered on March 13, 2002.

Following entry of the judgment, the HABC filed a post-trial motion seeking to reduce the jury's award based upon its claim of partial immunity. The HABC argued that its liability was capped for one of two alternative reasons: (1) the HABC's liability was limited to $200,000.00 pursuant to the Local Government Tort Claims Act ("LGTCA"), Md. Code (1987, 2001 Cum.Supp.), Courts and Judicial Proceedings Article, § 5-303(a); or (2) the HABC was immune from liability for judgments "in excess of the limits of its available insurance" coverage pursuant to the Court of Appeals's opinion in *Jackson v. Housing Opp. Comm'n*, 289 Md. 118 (1980).

On May 6, 2002, the circuit court reduced the judgment pursuant to the HABC's post-trial motion; the circuit court ruled that Lynch's suit against the HABC was subject to the LGTCA's damages cap, and entered an order striking the $630,000.00 judgment, and entering judgment in Lynch's favor in the amount of $200,000.00.

Lynch noted his first appeal to this Court. In that appeal, Lynch contended, *inter alia*, that the circuit court erred in reducing the jury's award pursuant to the LGTCA's cap on damages because, he argued, that reduction constituted an improper retroactive application of a 2001 amendment to the LGTCA. In an unreported opinion filed on October 16, 2003, we agreed with Lynch that, because his action had accrued before the General Assembly amended the LGTCA in 2001, the $200,000.00 cap could not be applied retroactively to reduce the verdict in his favor. *Smith v. Housing Authority*, No. 797, Sept.

Term 2002, slip op. at 19–20 (filed Oct. 16, 2003). We concluded: "For the reasons set forth in *Dua* [*v. Comcast Cable of Md., Inc.*, 370 Md. 604 (2002)], appellants [*i.e.*, Lynch] are entitled to a judgment in the amount of the jury verdict." Slip op. at 19. Referring to our opinion in *Gibson v. Hous. Auth. Of Baltimore City*, 142 Md. App. 121, *cert. denied*, 369 Md. 182 (2002), we observed that, in *Gibson*, we had "rejected the proposition that, to avoid liability, HABC could fabricate its own immunity by failing to comply with the statutory requirement to obtain insurance. [142 Md. App. at 131.]" But we also noted: "The case at bar does not involve a situation in which HABC has failed to insure itself, so the *Gibson* scenario is inapposite." Slip op. at 20. We vacated the judgments of the circuit court and remanded the case "for entry of judgments in conformity with [our] opinion." Slip op. at 24.

The HBAC's motion for reconsideration was denied on December 31, 2003, and its petition for writ of certiorari was denied by the Court of Appeals on April 21, 2004. On April 23, 2004, pursuant to this Court's mandate, the circuit court re-entered judgment against the HABC in the amount of $630,000.00, the amount of the jury's original verdict.

But, on April 23, 2004, the HABC renewed its prior post-trial motion to reduce the judgment to the limits of its available insurance coverage, again contending that it could not be held liable beyond the limits of its available insurance coverage pursuant to *Jackson*, *supra*, 289 Md. 118. Following discovery and several hearings on the matter, the circuit court granted the HABC's motion on March 19, 2007. The circuit court held that the HABC could not be held liable beyond the amount of its available insurance coverage,

which had been exhausted by other claims. The circuit court observed that, although the HABC had previously purchased a limited amount of coverage for claims such as that of Lynch, "those dollars have long since been exhausted, and no applicable insurance funds remain to satisfy [Lynch's] judgment against the Housing Authority in this case." On April 3, 2007, the $630,000.00 judgment was vacated, and a modified judgment in the amount of $0.00 (zero dollars) was entered by the clerk of the circuit court.

Lynch again appealed to this Court, challenging the modification of the judgment to $0.00 by the circuit court. On January 9, 2009, we issued a second unreported opinion, this time affirming the circuit court's modified judgment of $0.00. *Smith v. Housing Authority*, No. 404, Sept. Term 2007, slip op. at 20 (filed Jan. 9, 2009). Our affirmance of the circuit court relied on language in the Court of Appeals's opinion in *Jackson*, *supra*, 289 Md. 118, which, as discussed below, has since been characterized as "dictum" and expressly been "disavowed" by the Court of Appeals. *See Brooks*, *supra*, 411 Md. at 621, 626. We distinguished Lynch's case from our holding in *Gibson* because we agreed with the circuit court's analysis that, in this case, the HABC had purchased an insurance policy that theoretically could have covered Lynch's claim.

On February 27, 2009, Lynch filed a petition for writ of certiorari in the Court of Appeals. On November 17, 2009, prior to ruling on Lynch's petition for certiorari, the Court of Appeals decided *Brooks*, *supra*, 411 Md. 603. In *Brooks*, the Court of Appeals disavowed its prior opinion in *Jackson* to the extent that *Jackson* included language

capping the HABC's waiver of immunity at the amount of available insurance coverage, and held instead:

> [T]he General Assembly has waived completely the governmental immunity that Maryland's housing authorities would otherwise enjoy in tort actions arising out of the authorities' performance of government functions. As a consequence, under former Article 44A (and absent any other statutory cap), a housing authority sued for tortious conduct arising out of its maintenance or operation of subsidized housing is liable for any judgment against it. To the extent that *Jackson*[*v. Housing Opportunities Comm'n of Montgomery County*, 289 Md. 118 (1980),] declares a different rule, it is hereby disavowed.

Id. at 626 (footnote omitted).

In its discussion of prior cases, the *Brooks* Court reviewed this Court's 2002 decision in *Gibson* and discussed the problems created by the HABC's failure to purchase sufficient insurance to cover all lead-paint claims. *Id*. at 608–14. In *Gibson*, as in the present case, the HABC had argued that it should not have to pay a judgment in a lead paint case because it had no available insurance coverage. The *Brooks* Court, *id*. at 611–12, quoted the following passage from our opinion in *Gibson*:

> "HABC argues that its failure to carry statutorily required liability insurance for 'all risks and hazards' will prevent the agency from being able to satisfy a judgment rendered in favor of the children and thus the HABC is immune from suit. If such a practice would be allowed, governmental agencies would be able to manufacture their own immunity simply by allowing their insurance to lapse. In instances where the legislature has mandated that the governmental agency carry insurance to allow for payment of successful suits brought against the agency, the autogenous of immunity would fly in the face [of] the legislative intent without submitting to it and create inequitable results. We will not allow such inequities to occur.
>
> Therefore, in instances where the legislature has created a waiver from immunity for a governmental entity and required that insurance be obtained

> for liabilities resulting from its governmental conduct, that entity cannot fabricate its own immunity [ ] by failing to insure against those liabilities."
>
> *Gibson*, 142 Md. App. at 131, 788 A.2d at 240.

(Alterations in *Brooks*.)

On December 11, 2009, the Court of Appeals granted Lynch's petition for writ of certiorari and, in a per curiam order, (1) "summarily vacated" this Court's opinion that had affirmed the modified judgment amount of $0.00, and (2) remanded Lynch's case to us "for reconsideration in light of *Brooks* . . . ." *See Smith v. Housing Authority*, 411 Md. 599 (2009).

On January 26, 2009, we issued a third unreported opinion in this case, this time concluding that there was no immunity applicable to Lynch's claim. *Smith v. Housing Authority*, No. 404, Sept. Term 2007, slip op. at 2 (filed Jan. 26, 2010). We explained that the "earlier judgment" was to be "reinstated":

> We have reconsidered our decision and, based on *Brooks*, *supra*, have concluded that the Housing Authority for Baltimore City has no immunity that protects it against the six hundred and thirty thousand dollars ($630,000.00) judgment previously entered. Therefore, the judgment of the Circuit Court for Baltimore City entered in this case shall be vacated and the earlier judgment entered in favor of the plaintiff-appellant in the amount of six hundred and thirty thousand dollars ($630,000.00) shall be reinstated.

Slip op. at 2 (emphasis added).

On May 19, 2010, the circuit court re-entered judgment for Lynch in the amount of $630,000.00. On October 20, 2011, Lynch and the HABC reached a settlement agreement pertaining to payment of the principal amount of the judgment. The compromised amount of the principal was paid on October 20, 2011, but the parties were unable to reach an

agreement regarding the date on which post-judgment interest began to accrue, and, as a result, the HABC paid nothing toward post-judgment interest.

On October 19, 2015, Lynch filed a complaint/petition for writ of mandamus in the circuit court, seeking payment of accrued interest on the judgment. Lynch claimed post-judgment interest in the amount of $605,490.41, computed at the statutory rate of 10% from March 13, 2002 (the date judgment on the jury verdict was first entered), until October 20, 2011 (the date the HABC paid the compromised amount of the principal). On March 7, 2016, the HABC moved for an order of satisfaction as to the principal amount of the judgment, and sought an order establishing that the post-judgment interest owed to Lynch was $89,579.40, calculated from May 19, 2010 -- the date on which the circuit court had most recently re-entered the $630,000.00 judgment -- through October 20, 2011.

On April 29, 2016, the circuit court held a hearing to address the pending requests. On May 9, 2016, the circuit court signed two separate orders. The court's first order consolidated Lynch's mandamus action with the original tort action. The court's second order declared that post-judgment interest on the reinstated judgment of $630,000.00 accrued from the date that judgment was originally entered on March 13, 2002, through the date of payment of the compromised principal amount, and the court awarded Lynch $605,490.41 in post-judgment interest. The court denied the HABC's motion for an order of satisfaction.

On May 31, 2016, the HABC noted this appeal.

DISCUSSION

I. Post-Judgment Interest

The HABC contends that the circuit court's award of $605,490.41 in post-judgment interest to Lynch constituted an abuse of discretion. The HABC asserts that, because the circuit court's April 3, 2007, order reducing the judgment to $0.00 was based upon then binding case law, interest should not have begun to accrue until May 19, 2010, when circuit court re-entered the $630,000.00 judgment following the Court of Appeals's decision in *Brooks ex rel. Wright v. Housing Authority of Baltimore City*, 411 Md. 603 (2009). According to the HABC, the maximum amount of post-judgment interest that could be awarded to Lynch was $89,579.40, calculated from May 19, 2010, through October 20, 2011. (At oral argument in this Court, however the HABC acknowledged that interest might logically begin to accrue on the date the Court of Appeals filed its opinion in *Brooks*, *i.e.*, November 17, 2009.)

A. Standard of Review

The decision of whether to order post-judgment interest dating back to the date judgment was originally entered on the jury's verdict rests in the sound discretion of the circuit court, and is reviewed for an abuse of that discretion. *See Spangler v. McQuitty*, 424 Md. 527, 548 (2012); *Carpenter Realty Corp. v. Imbesi*, 369 Md. 549, 561 (2002); *Accubid Excavation, Inc. v. Kennedy Contractors, Inc.*, 188 Md. App. 214, 244 (2009); *Great Coastal Express, Inc. v. Schruefer*, 39 Md. App. 88, 92–93 (1978). Accordingly, we would reverse the circuit court's ruling only if we conclude the court abused its discretion.

B. The Date Judgment was entered for Purposes of Calculating Interest

Post-judgment interest is authorized by Maryland Rule 2-604(b), which states: "A money judgment shall bear interest at the rate prescribed by law from the date of entry." The Court of Appeals has held that "the 'date of entry' of a judgment is the date on which the clerk of the court makes a written record of the judgment pursuant to Rule 2-601." *Med. Mut. Liab. Ins. Soc. of Maryland v. Davis*, 365 Md. 477, 481 (2001) (footnote omitted). Because this case has made two prior trips through appeals, the parties dispute which "date of entry" should be used for calculating the interest payable pursuant to Rule 2-604(b).

After hearing argument from both parties, the circuit court held that interest on the jury's judgment in favor of Lynch began to accrue on March 13, 2002, the date judgment was initially entered by the circuit court, and continued to accrue until the date the HABC paid Lynch the compromised principal judgment amount of $630,000.00. At the hearing conducted by the circuit court, the court focused upon the language employed by this Court in our most recent remand -- *i.e. Smith*, *supra*, No. 404 -- where we instructed that, on remand to the circuit court, "the earlier judgment entered in favor of the plaintiff-appellant in the amount of six hundred and thirty thousand dollars ($630,000.00) shall be *reinstated*." Slip op. at 2 (emphasis added). The circuit court explained: "This Court takes that to be, when [the Court of Special Appeals] used the word 'reinstate', is to reinstate the original judgment and the original judgment date." That is not an unreasonable interpretation of our last opinion in this case.

The Court of Appeals stated in *Davis* that "post-judgment motions or appeals, which may cause a money judgment for a plaintiff to lose some aspects of its finality, ordinarily do not have the effect of postponing the accrual of post-judgment interest from the date that the original money judgment was entered." *Id*. at 486. Despite the arguments of the HABC to the contrary, we conclude that the post-judgment motions and appeals in this case did not have the effect of altering the date on which post-judgment interest began to accrue. Accordingly, we conclude that the circuit court did not commit legal error or abuse its discretion in concluding that post-judgment interest should run from March 13, 2002.

Our holding in *Brown v. Med. Mut. Liab. Ins. Soc. of Maryland*, 90 Md. App. 18 (1992), is instructive because that case, like this one, involved a post-verdict modification by the trial court that was reversed on appeal. In *Brown*, Judge Diana Motz wrote for our Court. She summarized the procedural history of that case, which we shall reproduce in this opinion in order to place in context *Brown*'s holding and relevance to the present appeal:

> Appellants, Dorothy Virginia Brown and her husband, Rudolph S. Brown (collectively "the Browns") filed a medical malpractice action against Dr. Harinth S. Meda which was tried before a jury in the Circuit Court for Baltimore City. On November 25, 1986, the jury awarded damages to the Browns in the amount of $600,000 against Dr. Meda; that same day the clerk entered the judgment: "11/25/86 Verdict: Judgment in favor of the plaintiff Dorothy V. Brown in the amount of $500,000 and plaintiff Rudolph S. Brown in the amount of $100,000." On January 20, 1987, the circuit court granted Dr. Meda's motion for j.n.o.v. On March 2, 1988, this court reversed the grant of j.n.o.v. and, on May 4, 1988, issued a mandate providing:
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> > Judgment notwithstanding the verdict reversed; judgment entered for appellants [the Browns] on the verdict of the jury; appellee to pay the costs.

> *Brown v. Meda*, 74 Md. App. 331, 346, 537 A.2d 635 (1988). Dr. Meda petitioned for certiorari which was granted. On February 7, 1990, the Court of Appeals affirmed, albeit, on somewhat different grounds. *Meda v. Brown*, 318 Md. 418, 569 A.2d 202 (1990).
>
> On March 7, 1990, Dr. Meda paid the Browns the $600,000 judgment and post-judgment interest in the amount of $120,821.90. The latter amount represented post-judgment interest running from March 2, 1988, the date on which this court issued its opinion reversing the trial court's grant of j.n.o.v., to March 7, 1990, the date on which the judgment was paid.
>
> On November 20, 1990, the Browns requested that the Circuit Court for Baltimore City issue a writ of garnishment on property of Dr. Meda's insurer, appellee Medical Mutual Liability Insurance Society of Maryland ("Medical Mutual"). The purpose of this writ was to collect additional post-judgment interest from the date of the jury verdict (and the judgment entered on that verdict), November 25, 1986, to the date of this Court's decision reversing the j.n.o.v., March 2, 1988. That amount, which is the only post-judgment interest at issue here, is stipulated to be $75,821.92. The circuit court issued the writ but ultimately granted Medical Mutual's motion to quash the writ. **On appeal, the Browns raise the single claim that, as successful plaintiffs in a case in which the trial court's grant of j.n.o.v. has been reversed on appeal, they are entitled to post-judgment interest from the date of entry of the original judgment on the verdict.**

Id. at 20–21 (emphasis added) (footnote omitted).

On appeal, we reversed the circuit court's denial of the additional post-judgment interest, and ruled in favor of the Browns, holding that post-judgment interest began to accrue on November 25, 1986, the date the original judgment on the verdict was entered in favor of the Browns. *Id*. at 25. We explained that "a successful plaintiff would be entitled to post-judgment interest from 'the date of the original verdict' **if a motion for new trial was overruled or reversed on appeal**." *Id*. at 25 (quoting *Cook v. Toney*, 245 Md. 42, 49 (1966)) (emphasis added). We further held that "the j.n.o.v. was, in fact, reversed on appeal,

which means that the original jury verdict must be reinstated as if it had never been eliminated by the trial court. **A reversal on appeal of a j.n.o.v. is, in effect, a finding that plaintiff's original judgment always existed**." *Id*. (emphasis added).

In this case, because every post-judgment order that reduced the original judgment has been reversed on appeal, either by this Court or the Court of Appeals, similar to the j.n.o.v. at issue in *Brown*, the original judgment entered in favor of Lynch on March 13, 2002, has "always existed." After the original judgment was entered in accordance with the jury's verdict, the amount was modified to $200,000.00 by the circuit court on May 6, 2002, to reduce the jury's award pursuant to the LGTCA's cap on damages. That modification by the circuit court was held to be legal error, and was reversed by this Court on October 16, 2003. The original judgment was then re-entered on April, 23, 2004, by the circuit court. At that point, the original judgment had been found to be correct by this Court, and therefore continued to exist through the appeals process until re-entry of the original judgment. *See Brown*, *supra*, 90 Md. App. at 25.

On April 23, 2004, the circuit court again modified the original judgment, this time reducing the judgment to $0.00 pursuant to its interpretation of the Court of Appeals's language in *Jackson*, *supra*, 289 Md. 118. Although this Court initially agreed with the circuit court's conclusion and affirmed the modification on January 9, 2009, Lynch filed a petition for writ of certiorari, which was granted by the Court of Appeals following its decision in *Brooks*. The Court of Appeals summarily vacated our decision and remanded the case to this Court for reconsideration. When we revisited Lynch's argument that the

circuit court had erred in reducing the judgment to $0.00, we agreed that the judgment should not have been reduced, and instructed the circuit court that the "earlier judgment" that had been entered in favor of Lynch "in the amount of six hundred and thirty thousand dollars ($630,000.00)[, *i.e.* the original verdict amount,] shall be **reinstated**." (Emphasis added.) Again, the amount of the original judgment was found to be correct.

Each time the judgment in Lynch's favor has been reduced by the circuit court, the original judgment amount has been found to be the correct judgment amount by the final court conducting appellate review. As we held in *Brown*, each reversal on appeal of the circuit court's modifications of the original judgment "is, in effect, a finding that plaintiff's original judgment always existed." *Brown*, *supra*, 90 Md. App. at 25. Because the original judgment has never been found to be improper by the highest court conducting appellate review, Lynch is entitled to post-judgment interest dating back to March 13, 2002, and the circuit court did not abuse its discretion by awarding post-judgment interest dating back to that date. *Id*.

The HABC urges us to hold that interest could not accrue from the original date judgment was entered in Lynch's favor because, when the circuit court "reduced the judgment to zero [on April 3, 2007], that decision was based on controlling authority from the Court of Appeals, [*i.e.*, *Jackson*, *supra*, 289 Md. 118]." The HABC posits that permitting post-judgment interest to accrue from the date judgment was initially entered in this case would amount to an "improper retroactive application of the Court of Appeals' decision in *Brooks*." We disagree.

As an initial matter, the Court of Appeals indicated in *Brooks* that it was not changing the law. The *Brooks* Court noted that the language in *Jackson* indicating that the waiver of immunity was capped by available insurance coverage "is *dictum*." 411 Md. at 621. Squarely confronting the issue in *Brooks*, the Court stated:

> We depart . . . from our statement in *Jackson* that the waiver of immunity effected by the statute is limited by the extent of available commercial insurance coverage. Rather, an examination of the entirety of the housing authorities statute leads us to conclude that the statute effects a complete waiver of immunity, including when, as in the present case, there is no available commercial insurance coverage to satisfy the judgment.

Id. at 622.

Accordingly, the *Brooks* Court did not purport to change the law of Maryland regarding the 1937 statute that governs housing authorities. That statute, the *Brooks* Court observed, "effects a complete waiver of immunity from suit arising out of tortious conduct in the maintenance and operation of subsidized housing." *Id*. at 623–24. In so ruling, the Court of Appeals made plain that, in deciding "whether the General Assembly's enactment of Article 44A effects a complete waiver of the HABC's governmental immunity in tort actions," the Court would "apply the well-recognized rules of statutory construction" to resolve this issue. *Id*. at 621.

But, even if the HABC were correct in asserting that *Brooks* did change the law, Lynch would nevertheless be entitled to the benefit of that change in legal interpretation because he had raised the same issue in his case. The Court of Appeals has explained that, "[g]enerally, changes in the common law are applied prospectively, as well as to the case triggering that change in the common law." *Remes v. Montgomery Cty.*, 387 Md. 52, 77

(2005). However, the Court of Appeals has "adopt[ed] the [United States Supreme Court's] classification of 'retroactive' for application of new interpretations of constitutional provisions, statutes or rules that include the case before us and all other pending cases where the relevant question has been preserved for appellate review." *Polakoff v. Turner*, 385 Md. 467, 488 (2005). Accordingly, "the general rule in Maryland is that **a new interpretation of a statute applies to the case before the court and to all cases pending where the issue has been preserved for appellate review**." *Id*. (emphasis added); *see also Am. Trucking Associations, Inc. v. Goldstein*, 312 Md. 583, 592 (1988).

Accordingly, even if the holding in *Brooks* was a "new interpretation of a statute," that holding applied "to the case before the court **and to all cases pending** where the issue has been preserved for appellate review." *Polakoff*, *supra*, 385 Md. at 488 (emphasis added). Lynch's case was pending before the Court of Appeals when *Brooks* was decided. Therefore, *Brooks* is properly applied to preclude reduction of the judgment in this case, and Lynch is entitled to post-judgment interest from the date the judgment was originally entered in this case. Accordingly, we affirm the judgment of the circuit court.

II. The Circuit Court's Denial of the HABC's Motion for an Order of Satisfaction

The HABC additionally contends that it was "entitled to an order of satisfaction for the principal amount due on the judgment as well as for the interest for all amounts accruing in the period preceding the Court of Appeals' decision in *Brooks*," and that the circuit court erred by denying the HABC's motion for such an order. Lynch contends that the circuit

court correctly denied the HABC's motion because it had not paid "any post-judgment interest" to Lynch.

A determination of whether a judgment has been satisfied is a question of law that we review *de novo*. *Stevenson v. Branch Banking And Trust Corp.*, 159 Md. App. 620, 633 (2004). Maryland Rule 2-626 governs the satisfaction of money judgments and states, in relevant part:

> (a) Entry Upon Notice. **Upon being paid all amounts due on a money judgment**, the judgment creditor shall furnish to the judgment debtor and file with the clerk a written statement that the judgment has been satisfied. Upon the filing of the statement the clerk shall enter the judgment satisfied.
>
> (b) Entry Upon Motion. **If the judgment creditor fails to comply with section (a) of this Rule, the judgment debtor may file a motion for an order declaring that the judgment has been satisfied.** The motion shall be served on the judgment creditor in the manner provided in Rule 2-121. If the court is satisfied from an affidavit filed by the judgment debtor that despite reasonable efforts the judgment creditor cannot be served or the whereabouts of the judgment creditor cannot be determined, the court shall provide for notice to the judgment creditor in accordance with Rule 2-122.

(Emphasis added.)

It is clear that, at the time the HABC filed its motion, the HABC had paid nothing on account of post-judgment interest, and therefore, it had not "paid all amounts due on [the] money judgment" in favor of Lynch. *Id*. There had been no satisfaction of the judgment. "A satisfaction of a judgment is an acceptance of full compensation for the injury." *Stevenson*, *supra*, 159 Md. App. at 633–34; *see also Underwood-Gary v. Mathews*, 366 Md. 660, 663 n.2 (2001); *Brannan v. Wallace & Gale Asbestos Settlement Trust*, 208 Md. App. 164, 179 (2012). Because the HABC had not paid Lynch post-judgment interest

at the time of its motion for an order of satisfaction, the circuit court properly denied the HABC's motion for an order of satisfaction.

JUDGMENTS OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED. COSTS TO BE PAID BY APPELLANT.