IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

MANNA ACADEMY CORP.,	)	
	)	
Appellant,	)	
v.	)	C.A. No.: N25A-02-007 SSA
	)	
SPUD CLEANING AND RESTORATION, INC., (d/b/a Servpro of Bear / New Castle and d/b/a Servpro of Upper Darby),	)	
	)	
Appellee.	)	

Submitted: October 13, 2026
Decided: November 2, 2026

MEMORANDUM OPINION AND ORDER

Appellant Manna Academy Corp. ("Manna") seeks reversal of a post-trial decision awarding attorney's fees and prejudgment interest to Appellee Spud Cleaning and Restoration ("Spud"). This appeal centers on the trial court's *in camera* review of prevailing counsel's billing statements. Manna also challenges the trial court's decision to award interest, as defined by the contract. For the following reasons, the decision of Court of Common Pleas is AFFIRMED.

Factual History

The parties contracted for Spud "to provide restoration and cleaning services for flood damage … at Manna's place of business."[1] That same month—September

[1] *Spud Cleaning & Restoration, Inc., v. Manna Academy Corp.*, C.A. No. CPU4-22-002606, at *2 (Del. Com. Pl. Jan. 22, 2025) (hereinafter "Jan. Decision") (available at D.I. 18, Ex. A).

of 2021—Spud performed. But Manna never paid for Spud's services. Thereafter, Manna filed a breach of contract claim in the Court of Common Pleas.[2] In a January 22, 2025 post-trial decision, the court found "that a contract existed between the parties and that Manna is in breach by failing to pay."[3] Considering "an itemized bill for the water restoration job[,]" it entered judgment for $52,844.14.[4]

Spud subsequently moved for costs, fees, and interest. Counsel attached an affidavit representing the total fees and costs to be $15,603.88.[5] Spud identified contractual provisions for "interest at the rate of '1.5% per month' (i.e., 18% per annum) on 'accounts over (30) days past due[]' …. [as well as] 'reasonable legal fees and costs….'"[6] Manna filed a letter in opposition.[7] A hearing followed.

Proceedings Below

At the hearing, Manna made two arguments: first, it advanced the position that the interest sought was unconscionable. But, as the trial court noted in its decision, Manna did not cite legal authority in support. Second, despite agreeing that the fees

---

[2] *Id.*, at 4.
[3] *Id.*, at 10. Trial took place on December 5, 2024. *Id.* at 4.
[4] *Id.*, at 10–11.
[5] Appellee Ex. No. 1, D.I. 21, at 7.
[6] *Id.*, at 6.
[7] *Spud Cleaning and Restoration, Inc., v. Manna Academy Corp.*, C.A. No. CPU4-22-002606, at *2 (Del. Com. Pl. June 17, 2025) (hereinafter "June Decision") (available at D.I. 18, Ex. C). However, it did not otherwise file a responsive pleading. *Id.*

were reasonable, Manna "questioned the costs versus the fees contained in the $15,603.88 billing statement."[8]

The trial court asked Manna to articulate its opposition at the hearing.[9] Manna argued "there was no reciprocal right to interest" and "the amount of interest requested is unreasonable in light of the amount of the judgment…."[10] Manna cited to its "good faith and valid legal defense … raised in trial" and the court's "discretion … granting the interest sought."[11]

Shifting to fees, Manna flagged two issues with Spud's submissions: they did not differentiate between costs and fees, and they did not record the hourly rate,[12] which Manna suggested "will determine whether the fees are reasonable."[13] Spud's requested sum was "an aggregation of … [sixteen] billing statements…."[14] Counsel did not have statements with him, but disclosed his hourly rate, which Manna agreed was "inherently reasonable."[15]

Manna also sought a breakdown of recoverable costs; consequently, the trial court asked Spud to produce the statements for review *in camera*, thereby protecting

---

[8] June Decision, at 2–3.
[9] Transcript, *Spud Cleaning and Restoration, Inc., v. Manna Academy Corp.*, C.A. No. CPU4-22-002606, at 10:16–19 (Del. Com. Pl. May 9, 2025) (hereinafter "Tr.").
[10] Tr. at 10:20–11:01.
[11] *Id.* at 11:13–18.
[12] *Id.* at 11:21–12:07; 12:15–17; 13:23–14:02.
[13] *Id.* at 14:1–2.
[14] *Id.* at 12:08–10; 12:11–13.
[15] Tr. at 14:18–20.

"information relating to [Spud's] privilege."[16] Speaking to counsel for Spud, the trial judge clarified that "the cost breakdown, unless you believe there's something privileged in there, can go to the defense counsel to review."[17] The trial court thereafter asked counsel for Manna if he had any questions; he raised no question or additional comment on the arrangement.[18]

In its June 17 decision, the court reflected: "[u]pon review of the billing statements, $14,820.00 pertains to attorney's fees and $783.88 pertain to costs."[19] Of that $783.88, it differentiated between awardable and non-awardable costs: "$318.38 are 'soft costs' and would not be awarded under CCP Civ. R. 54."[20] To scrutinize the fees' reasonableness, the court employed Rule 1.5 of Delaware Lawyers' Rules of Professional Conduct.[21] And for prejudgment interest, per the contract, it calculated $30,913.82 due.[22]

Parties' Contentions

On appeal, Manna challenges two points: attorney's fees and prejudgment interest.[23] Manna argues both that "the attorney's fees awarded are unreasonable" and it "was denied an opportunity to review and/or contest the evidence in support

---

[16] *Id.*at 13:19–21; 15; 16:1–3.
[17] *Id.* at 16:17–21.
[18] *Id.* at 17–18.
[19] June Decision, at 3.
[20] *Id.*. A footnote alluded to: "[d]ocument production, postage, parking, hand-delivery fees, etc." *Id.* at 3 n.2.
[21] June Decision, at 6–7. For instance, it declined to award six hours identified as duplicative.
[22] *Id.*, at 3.
[23] Appellant, Manna Academy Corp.'s Opening Br. on Appeal, D.I. 18, at 5.

of the attorney's fee request."[24] Further, it attacks the trial court's decision in granting interest.[25] For relief, Manna seeks reversal and "an evidentiary hearing on the issue of attorney's fees" with "production of material [which Spud] submitted" beforehand.[26] Spud responds that this appeal rehashes waived issues which the trial court properly handled.[27]

Standards of Review

The Superior Court's review "is limited to correcting legal error and determining whether factual findings are 'sufficiently supported by the record and are the product of an orderly and logical deductive process.'"[28] Challenges on legal questions—such as prejudgment interest[29]—are reviewed *de novo*.[30] Challenges to discretionary decisions—such as the amount of attorney's fees and costs[31]—are

---

[24] *Id.*, at 6. *See also id.* at 7–8.
[25] *Id.*, at 8–10.
[26] *Id.*, at 11.
[27] Answering Br. of Pl.-Below/Appellee Spud Cleaning & Restoration, Inc., D.I. 19, at 5, 10–13.
[28] *Adams v. Harmon*, 2021 WL 1699870, at *2 (Del. Super.) *quoting Wright v. Platinum Fin. Servs.*, 2007 WL 1850904, at *2 (Del. 2007).
[29] *Legion Partners Asset Mgmt., LLC v. Underwriters at Lloyds London*, 2022 WL 289940, at *3 (Del. Super.) (internal footnotes omitted) (citation omitted) ("[P]rejudgment interest is awarded as a matter of right.… [T]he date when payment is due ordinarily is a question of law.").
[30] *Miller v. Onix Silverside, LLC*, 2016 WL 4502012, at *5 *citing Downs v. State*, 570 A.2d 1142, 1144 (Del. 1990).
[31] Attorney's fees are a type of cost. *See Casson v. Nationwide Ins. Co.*, 455 A.2d 361, 369 (Del. Super. 1982) (citations omitted) (emphasis added) *Compare* 10 *Del. C.* § 5101 (costs), *and* CCP Civ. R. 54 (costs), *with* 12 *Del. C.* § 3912 (recovery of fees in certain contexts). *See also Mullin v. Ascetta*, 2021 WL 5710899, at *2 (Del. Super.) ("The rule for attorney's fees is different than costs."). The amount to be awarded is subject to the trial court's discretion. *Christiana Marine Serv. Corp. v. Texaco Fuel & Marine Mktg. Inc.*, 2004 WL 42611, at *7 (Del. Super.) (costs); *Gannett Co. v. Bd. of Managers of the Del. Crim. Just. Info. Sys.*, 840 A.2d 1232, 1240 (Del. 2003) (citation omitted) (fees).

reviewed for abuse of discretion,[32] which "occurs when 'a court has ... exceeded the bounds of reason in view of the circumstances,' [or] ... so ignored recognized rules of law or practice ... to produce injustice."[33] Further, "the Court views the facts in the light most favorable to the prevailing party below."[34]

Judicial review is typically limited to issues litigated before the trial court.[35] A litigant must raise its challenge below to preserve it.[36] It is the appellant's responsibility to preserve, develop, and clearly articulate the issues that it appeals.[37] "A question is fairly presented when the trial court 'understands it is an argument that must be considered and decided' or 'understood and addressed the argument being made on appeal.'"[38]

---

[32] *Greenwich Terminals LLC v. Dep't of Nat. Res. & Env't Control*, 2025 WL 1098975, at *13 (Del. Super.).
[33] *Miller*, 2016 WL 4502012, at *5 *quoting Culp v. State*, 766 A.2d 489, 489 (Del. 2001) (alterations in original).
[34] *State v. Anderson*, 2021 WL 1229758, at *2 (Del. Super.) *citing Chudnofsky v. Edwards*, 208 A.2d 516, 518 (Del. 1965).
[35] *Del. Elec. Co-op., Inc. v. Duphily*, 703 A.2d 1202, 1206 (Del. 1997) ("[A]n appellate court reviews only matters considered in the first instance by a trial court.").
[36] "[A]n issue is waived if it was not raised below." *Nanticoke Homes v. Miller*, 2003 WL 22232809, at *3 n.1 (Del. Super.) (citation omitted). "[T]he mere raising of the issue is sufficient to preserve it for appeal." *Watkins v. Beatrice Companies, Inc.*, 560 A.2d 1016, 1020 (Del. 1989) (citation omitted).
[37] *See Murphy v. State*, 632 A.2d 1150, 1152 (Del. 1993) ("The party appealing is generally entitled to frame the issues on appeal.").
[38] *Suber v. State*, 360 A.3d 203, 210 (Del.) (internal footnote omitted) (citation omitted).

Analysis

Attorney's Fees

Manna did not preserve its challenge to either the fees' reasonableness or the trial court's mechanism for review. At the hearing, while addressing counsel's hourly rate, Manna agreed the rate was "inherently reasonable."[39] While the hourly rate is just one part of the question, Manna had represented that "the hourly rate … will determine whether the fees are reasonable."[40] Later, the trial court outlined its intention to receive an *in camera* billing statement, the judge asked Manna if there were any questions about the procedure.[41] None were raised.[42] This Court finds this constitutes waiver.[43]

On appeal, Manna contends the award conflicts with the statute. Since this litigation alleged breach of contract and the contract expressly provided for attorney's fees, 10 *Del. C.* § 3912 applies. The statute provides the prevailing plaintiff "may … recover reasonable counsel fees" up to "[twenty] percent of the amount adjudged *for principal and interest*."[44] Manna suggests that principal alone

---

[39] Tr. at 14:18–20 To be fair, the hourly rate is just one part of the calculus. But Manna represented that "the hourly rate … will determine whether the fees are reasonable."
[40] *Id.* at 13:23–14:2.
[41] *Id.* at 16:22–17:23.
[42] *Id.* at 18:1.
[43] *See Falls v. First Fed. Sav. & Loan Ass'n of Norwalk*, 532 A.2d 1000, at *1 (Del. 1987) (defendant who "did not challenge the reasonableness of the attorney's fees" effected waiver).
[44] 10 *Del. C.* § 3912 (emphasis added).

determines the twenty percent cap.[45] That reading is not support by the section's plain terms. Significantly, Manna did not raise this concern before the trial court.[46]

As for *in camera* review of Spud's invoices, Manna similarly voiced no opposition. At the May 9 hearing, after the court arranged those means of review, the following exchange took place:

> THE COURT: Any questions about that, Mr. McLaughlin?
> Mr. McLAUGHLIN: No, Your Honor.
> THE COURT: All right. I'm going to ask [Mr. Sipe to send his invoices to Chambers] within seven days --
> MR. SIPE: Sure.
> THE COURT: -- okay? And then we'll get a final order together in this case.
> MR. SIPE: Okay.
> MR. McLAUGHLIN: All right. Thank you so much.[47]

As to both *in camera* review and disclosure of only non-privileged costs, Manna consented. Manna cannot maintain that "the trial court 'underst[ood] it [as] an argument that must be considered and decided'…."[48]

Spud's award and the trial court's process were appropriate. Satisfactory grounds existed for costs. As the law recognizes, "[o]rdinary court costs are awarded

---

[45] D.I. 18, at 7–8. Under Manna's principal-only reading, recovery is limited to around $10,000.
[46] Although it contends that "[t]he [trial] court … failed to address the applicability of 10 Del. C. s. 3912[,]" D.I. 24, at 5, Manna did not argue that section 3912 conflicted with the requested $15,000.
[47] Tr. at 17:22–18:09.
[48] *Suber*, 360 A.3d at 210) *quoting In re Oracle Corp. Deriv. Litig.*, 339 A.3d 1, 18 n.76 (Del. 2025).

to prevailing parties in Delaware as a matter of course."[49] But that premise is "not … without exception";[50] principally, "[d]etermining when costs are awarded … [is] a matter of judicial discretion under" 10 *Del. C.* s. 5101.[51] The trial court should exclude "[c]osts that were reasonably avoidable…."[52] The trial court's analysis here shows that it did. At the hearing, the trial judge stated, costs "have to be legitimate costs incurred" and should be "for the purposes of litigation and reasonable and necessary."[53] In segregating non-recoverable costs, it identified expenses such as "[d]ocument production, postage, parking, hand-delivery fees, etc."[54]

Fees

Although the default is "the American Rule, whereby each party bears its own costs and attorneys' fees[,]" that rule has several "long recognized exceptions, one of which is a fee-shifting clause in a contract."[55] When the Court of Common Pleas "[f]ind[s] a contractual basis for shifting attorneys' fees," it then "has discretion to

---

[49] *Dreisbach v. Walton*, 2014 WL 5426868, at *5 (Del. Super.) *citing Christiana Marine Service Corp. v. Texaco Fuel & Marine Marketing*, 2004 WL 42611, at *7 (Del. Super.).
[50] *Id.* at *4 (Del. Super.) citing *Donovan v. Delaware Water & Air Resources Commission*, 358 A.2d 717, 722 (Del. 1976).
[51] *Donovan v. Delaware Water & Air Res. Comm'n*, 358 A.2d 717, 722–23 (Del. 1976). *See also Christiana Marine Serv. Corp. v. Texaco Fuel & Marine Mktg. Inc.*, 2004 WL 42611, at *7 (Del. Super.) ("While the imposition of costs is routine, there is discretion given to the Court regarding the amount to award.").
[52] *Dreisbach*, 2014 WL 5426868, at *5 *citing Christiana Marine Service Corp. v. Texaco Fuel & Marine Marketing*, 2004 WL 42611, at *7 (Del. Super.).
[53] Tr. at 15:13–14; 15:16–17.
[54] June decision, at 3 n.2.
[55] *Miller*, 2016 WL 4502012, at *7 (citations omitted).

determine what amount of fees is reasonable."[56] Rule 1.5 under Delaware Lawyers' Rules of Professional Conduct guides that inquiry.[57] Here, the trial court employed the rule's factors.[58] An award that does not exceed 10 *Del. C.* § 3912's twenty percent limit is presumed reasonable.[59]

Under *Rock v. Short*, the defendant "is entitled to an evidentiary hearing for [the] purpose" of meeting its "burden of rebutting that presumption…."[60] Manna argues, "[n]o such evidentiary hearing was held," and it had no "opportunity to review Appellee's … submission" and consequently "cannot determine the accuracy of the amount sought … [or] rebut the determination of the reasonableness of the attorney's fee award[.]"[61] But a hearing and review took place here.

A *Rock* hearing affords the party opposing fees an opportunity for rebuttal;[62] but, *Rock* does not specify a required procedure. In *Townsend Brothers, Inc., v. Pippin* plaintiff's counsel had ten days to file "an affidavit setting forth his fees" and

---

[56] *Id.* at *7–8 *citing Dixon v. Council of Cliff House Condo.*, 2009 WL 5455537, at *5 (Del. Com. Pl. Dec. 8, 2009). Manna acknowledges "[t]he contract [at issue] provided … the prevailing party would be awarded reasonable attorney's fees." D.I. 18, at 6.
[57] *Miller*, 2016 WL 4502012, at *8.
[58] June Decision, at 5–7.
[59] *Falls*, 532 A.2d 1000, at *1.
[60] 336 A.2d 219, 221 (Del. 1975).
[61] D.I. 18, at 8. *See also* D.I. 24, at 5.
[62] *Rock*, 336 A.2d at 221 ("[A] defendant has the burden of rebutting that presumption [of reasonableness] and is entitled to an evidentiary hearing for that purpose."). *See also Delaware Trust Company v. Chudnofsky*, Del.Super., C.A. No. 82L-OC-28, Walsh, J. (May 21, 1984) (Letter Opinion at p. 5) (emphasis added) ("Defendant should promptly advise the Court whether he wishes an evidentiary hearing *for the purpose of contesting* the reasonableness of the counsel fee claim.").

"ten days thereafter [for the defense] to file objections…."[63] Absent opposition, though, the Court would "enter judgment in an amount that [it] determine[d] to be reasonable…."[64] In *Husbands v. Olberg*, the Court considered two affidavits "setting forth the hours and type of work performed …. [as well as] counsel's hourly rate[,]" but it apparently denied objections on the fees' reasonableness without a formal hearing.[65] Other cases set the hearing's parameters in only general language.[66]

Where a party contests a proposed fee award, the trial court must hear evidence on the fees' reasonableness.[67] That is precisely what happened here. After Manna opposed Spud's Motion, the Court held a hearing.[68] In direct response to concern regarding Spud's cost–fee breakdown,[69] the court reviewed all of Spud's billing statements. Citing privilege concerns, it did so *in camera*.[70] This Court finds the procedure satisfied *Rock*.

---

[63] 1986 WL 8014, at *4 (Del. Super.).
[64] *Id.* at *4 *citing Rock v. Short*, Del. Supr., 336 A.2d 219 (1975).
[65] 1986 WL 9036, at *1–2 (emphasis added) ("Before me [is] defendant's *application for a hearing* to determine the reasonableness of attorneys fees…."). Another notable variation, there the plaintiff submitted affidavits in response to the defendant's objections. *Id.* at *1.
[66] *See Beneficial Delaware, Inc. v. Waples*, 2006 WL 1880960, at *4 (Del. Super.); *Delaware Trust Company v. Chudnofsky*, Del.Super., C.A. No. 82L-OC-28, Walsh, J. (May 21, 1984) (Letter Opinion at p. 5) (*citing Rock v. Short*).
[67] But, as seen here, that right can be waived. *See Falls*, 532 A.2d at *1.
[68] See June Decision, at 2 ("On May 9, 2025, the Court held a hearing on the Motion….").
[69] *See* Tr. at 12:5–7; 12:15–17. The court was responsive, asking McLaughlin, "what then would the Court need to examine [the billing statements] for?" *Id.* at 13:2–4. She cautioned that certain charges were not recoverable. *Id.* at 13:12–14. McLaughlin mentioned that "there's certain costs that are not [recoverable] and that's why I was requesting a breakdown." *Id.* at 13:19–21.
[70] Tr. at 15:19–22; *Id.* at 16:1–4. *See also* June Decision, at 3. Spud appears to affirm the "privileged nature" of its billing statements. D.I. 19, at 7. Invoices have previously risked

Prejudgment Interest

"'Interest is awarded … *as a matter of right* and not of judicial discretion.'"[71] Manna's argues Spud unacceptably delayed recovery, thereby inflating prejudgment interest, and that purported difficulties in calculating interest preclude an award.[72]

On Manna's delay argument, the question is "whether the plaintiff has been *guilty of delay* in pursuing his claim."[73] *Inordinate* delay is the question. For example, in *Moskowitz* the court deemed a fourteen-year delay inordinate.[74] In this

---

compromising privilege. *See, e.g.*, *Commonwealth Land Title Ins. Co. v. Funk*, 2015 WL 3863192 (Del. Super.) (plaintiff's production of invoices which included email communications triggered discovery dispute over defendants' access to emails).

[71] *Brandywine Smyrna, Inc. v. Millennium Builders, LLC*, 34 A.3d 482, 485 (Del. 2011) (alteration in original) (emphasis added) *quoting Moskowitz v. Mayor and Council of Wilmington*, 391 A.2d 209, 210 (Del. 1978). Prejudgment interest functions both to compensate and to "force[] the defendant to relinquish any benefit that it has received by retaining the plaintiff's money in the interim." *Id. citing Finkelstein v. Liberty Digital, Inc.*, 2005 WL 1074364, at *26 (Del. Ch.). "As a general rule, interest accumulates from the date payment was due the plaintiff…." *Moskowitz v. Mayor & Council of Wilmington*, 391 A.2d 209, 210 (Del. 1978) (citations omitted).

[72] See D.I. 18, at 9–10; Reply Br. at 6–7.

[73] *Moskowitz*, 391 A.2d at 211 (emphasis added). The *Moskowitz* court also alluded to notice—there, the taxpayer's "notice to the governmental entity that the taxpayer considered the tax payment unlawful or improper." *Id.* (citations omitted). *See also id. citing Maryland Casualty Company v. Hanby*, Del.Supr., 301 A.2d 286 (1973) ("[I]t is improper for a plaintiff to benefit by his failure to prosecute his own claim.").

[74] *Moskowitz*, 391 A.2d at 211. *See also LCT Cap., LLC v. NGL Energy Partners LP*, 2023 WL 4102666, at *5 (Del. Super.), rev'd on other grounds, 319 A.3d 335 (Del. 2024) (internal footnote omitted) (citation omitted) ("Trial courts … maintain the discretion to remove time from the calculation if the plaintiff delays prosecuting the case. Generally speaking, only when the delay reaches the 'inordinate' may the Court consider the parties' actions, apportion fault for the delay, and remove segments from the prejudgment interest calculation.").

case, approximately fourteen months passed between breach and complaint.[75] That does not evidence inordinate delay.[76]

Manna argues prejudgment interest which lacks statutory authority "may only be award[ed] where the damages sought are liquidated or easily calculable based on the evidence."[77] The argument advanced here is that since damages were purportedly not easily calculable, interest could not be fairly assessed.[78] But, the Delaware Supreme Court has previously determined this argument is an "overbroad assertion."[79] Appellant relies on the *Rollins* decision of this Court for support. *Rollins* surveyed Delaware law and found:

> [i]t is clear that Delaware has permitted pre-judgment interest in many situations where the amount of recovery was not 'liquidated' and where an established market does not appear to have existed from which the amount of recovery could be readily ascertained. The standard which appears to be common to the Delaware cases is that interest has been allowed where the type of damages permitted testimony from which the amount of the recovery was calculable, that is, testimony of a pecuniary nature.[80]

---

[75] January Decision at 2–4. At the same time, the contract's deadline and interest provisions meant that Spud did not leave Manna in the dark about its obligation. D.I. 18, Ex. A.
[76] It is comparable to *Brandywine*, where around a year elapsed between the contract at issue and the complaint. *Brandywine Smyrna, Inc. v. Millennium Builders, LLC*, 2010 WL 1380252, at *1 (Del. Super.); *Brandywine Smyrna, Inc.*, 34 A.3d at 483; *Brandywine Smyrna, Inc. v. Millennium Builders, LLC*, 2011 WL 198677, at *1 (Del. Super.). The court found no delay. *Brandywine Smyrna, Inc.* at 487.
[77] D.I. 18, at 9–10 *citing Rollins Env't Servs., Inc. v. WSMW Indus., Inc.*, 426 A.2d 1363, 1366 (Del. Super. Ct. 1980).
[78] *Id.* at 9–10.
[79] *Brandywine Smyrna, Inc.*, 34 A.3d at 486–87 (internal footnote omitted).
[80] *Rollins Env't Servs., Inc.*, 426 A.2d at 1366.

But, "'[s]imply because the precise amount of the damage was not ultimately fixed until the award was rendered, does not diminish its pecuniary nature.'"[81] *Rollins* speaks to cases of bodily harm, slander, and emotional distress as problematic for awarding prejudgment interest.

CONCLUSION

A hearing took place in this matter and Manna did not object to the trial court's mechanism of review. Assuming these claims were preserved, this Court does not find legal error. Indeed, the factual findings are sufficiently supported. As to attorneys fees, this Court finds no abuse of discretion. Manna's challenge prompted review and a hearing. The trial court scrutinized the invoices, excluding duplicative hours and unnecessary costs. The trial court also adhered to Delaware law in awarding prejudgment interest, pursuant to the contract. **Therefore, the decision of the Court of Common Pleas is AFFIRMED.**

IT IS SO ORDERED.

/s/Sonia Augusthy
Judge Sonia Augusthy

[81] *Brandywine Smyrna, Inc.*, 34 A.3d at 487 *quoting Janas v. Biedrzycki,* 2000 WL 33114354 (Del. Super.). Manna's other supporting authority, *Kunstek v. Alpha-X Corp.*, 1986 WL 5875, at *1 (Del. Super.), does not change this conclusion. *Kunstek*, where the Court declined to award prejudgment interest, is distinguishable: as a wrongful death suit which grappled with prejudgment interest using non-modern principles, it is "limited to its facts." *In re Mindbody, Inc., S'holder Litig.*, 2023 WL 7704774, at *10 (Del. Ch.).