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Re: *MyCarrier, LLC v. Project 44, LLC*,
C.A. No. 2024-0705-KSJM

Dear Counsel:

This letter decision resolves Plaintiff MyCarrier, LLC's renewed motion for fees and costs.

By way of background, MyCarrier moved for an award of attorneys' fees and costs on April 8, 2025.[1] After briefing and oral argument on the issue,[2] I issued a letter decision staying consideration of the request pending the outcome at arbitration of the parties' underlying dispute (the "Letter Decision").[3] The Letter Decision followed the guidance of a prior Court of Chancery case, reasoning "that the arbitrator would be best positioned to award attorneys' fees after making a final ruling on the merits."[4]

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[1] C.A. No. 2024-0705-KSJM, Docket ("Dkt.") 126.

[2] Dkts. 126, 132, 133, 137, 138.

[3] *MyCarrier, LLC v. Project 44, LLC*, 2026 WL 191698 (Del. Ch. Jan. 21, 2026).

[4] *Id.* at *2 (citing *L&W Ins., Inc. v. Harrington*, 2007 WL 1756540, at *4 (Del. Ch. June 6, 2007)).

On August 24, 2026, the arbitration panel issued its Final Award.[5] The results were mixed, with each party prevailing on some issues and losing on others.[6] The arbitration panel concluded that each party should bear its own fees and costs and denied each party's request for attorneys' fees and costs.[7]

Although the arbitration panel held that each party should bear its own fees and costs, MyCarrier renewed its request for fees on September 4, 2026.[8] MyCarrier argues that it "entirely prevailed" at arbitration with respect to the issues that were litigated before me.[9] MyCarrier acknowledges that the results of the Final Award were "mixed" but argues that "[t]he result was mixed only insofar as no monetary damages were awarded."[10] According to MyCarrier, "the Final Award can only be read as a stinging rebuke of [Project 44's] theory of the case and conduct towards MyCarrier."[11] In MyCarrier's view, the Final Award "confirmed" its win on the issues before me, entitling MyCarrier to fee shifting as the prevailing party.[12]

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[5] Dkt. 141, Ex. A ("Final Award").

[6] *Id.* at 38.

[7] *Id.*

[8] Dkt. 141; *see also* Dkt. 142 (Defendant Project 44, LLC's Opposition); Dkt. 143 (MyCarrier's Reply).

[9] Dkt. 141 at 2.

[10] Dkt. 143 at 4–5.

[11] *Id.* at 5.

[12] *Id.*

I do not read the Final Award so narrowly. The prevailing-party provision on which MyCarrier relies is an all-or-nothing fee-shifting provision.[13] It does not call for parsing or allocating prevailing-party fees. MyCarrier argued previously that this litigation should be treated as a separate proceeding for purposes of determining the prevailing party. I held in the Letter Decision, however, that, "[b]ecause there is no clean delineation between this action and the arbitration, the binary nature of the all-or-nothing fee-shifting clause cautions against awarding fees and costs" before the arbitration concluded.[14] It remains true that this proceeding and the arbitration substantially overlapped. The lack of delineation between the proceedings dictates that the prevailing-party assessment evaluates the proceedings as a whole.

The arbitration panel already concluded that no party prevailed on the merits. The Final Award did not distinguish between these proceedings and the arbitration when reaching that conclusion. Given the substantial overlap, there is no basis to declare a prevailing party here.

MyCarrier's renewed motion for attorney's fees and costs is therefore denied.

IT IS SO ORDERED.

Sincerely,

/s/ Kathaleen St. J. McCormick

Chancellor

cc: All counsel of record (by *File & ServeXpress*)

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[13] *MyCarrier,* 2026 WL 191698 at *2.

[14] *Id.* at *3.