

Winston Proves “Final Recap” Not Final Word in Contract Dispute

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In a significant appellate victory, the United States Court of Appeals for the Fourth Circuit ruled in favor of Winston client Global Marketing Systems, Inc. (GMS) in a \$14 million breach of contract dispute brought by Brave Maritime Corporation, Inc. (Brave). In its *per curiam* opinion, the court affirmed the District of Maryland’s decision dismissing Brave’s complaint on the ground that the “Final Recap,” the document upon which Brave built its case, was never intended to be a binding contract.

The plaintiff’s appeal focused on two issues: (1) whether the district court had erred in its decision by failing to specify whether the Final Recap was ambiguous; and (2) whether the reasons upon which the district court based its decision, even if correctly reached, supported a finding that the parties did not intend to be bound. Relying heavily on Winston’s arguments, the Fourth Circuit again found in favor of GMS. The district court had implicitly rejected the conclusion that the Final Recap was ambiguous by basing its assessment on the language and structure of the Final Recap and the aspects of the document relied on by the district court were appropriate.

GMS was represented by Washington, D.C.-based Partner Charlie Papavizas.

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