

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

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IN RE:	:	CASE No.	16-50425 (JAM)
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PARKLANDS OFFICE PARK, LLC,	:	CHAPTER	11
	:		
DEBTOR.	:	Re: ECF No.	194
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ORDER OVERRULING OBJECTION TO ATTORNEY’S FEES

On June 19, 2018,¹ the Debtor filed an Objection to Payoff Amount (the “Objection,” ECF No. 194), of the attorney’s fees claimed by the secured creditor 110 Parklands LLC (“110 Parklands”). The Objection argues that attorney’s fees portion of 110 Parkland’s claim in the amount of \$293,754.83 is excessive, duplicative, unreasonable, and that some of the fees were incurred unnecessarily.

In the Objection, the Debtor cites generally to *In re Wonder Corp. of America*, 72 B.R. 580 (Bankr. D. Conn. 1987), to support the vague statement that “many of the services were unnecessary or excessive and should be disallowed.” The court in *Wonder Corp.* described twelve factors that courts generally consider when construing 11 U.S.C. § 330(a), including: (1) time and labor required; (2) novelty and difficulty of the questions; (3) skill requisite to perform the legal service properly; (4) preclusion of other employment; (5) customary fee; (6) whether the fee is fixed or contingent; (7) time pressures; (8) amount involved and results obtained; (9)

¹ On June 12, 2018, a hearing was held in connection with a proposed impending sale of an asset of the Debtor in which 110 Parklands holds a security interest. During the hearing, the Court set a deadline of 12:00 p.m. on June 18, 2018 for the Debtor to file an objection to the attorney’s fees portion of the claim of 110 Parklands. On June 18, 2018, the Debtor requested a twenty-four hour extension of time to file its objection. On June 19, 2018, the Debtor filed its objection and the extension of time has been granted. See Order Granting Motion to Extend Time (the “Motion to Extend Time,” ECF No. 208).

experience, reputation and ability of the attorneys; (10) “undesirability” of the case; (11) nature and length of the professional relationship with the client; and (12) awards in similar cases. *In re Wonder Corp. of Am.*, 72 B.R. at 583-84 (citing *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974)). The court reduced the fees of the law firm that represented the Chapter 7 Trustee before the case was converted to Chapter 11 because it found excessive duplication when multiple attorneys would appear at and bill for conferences and hearings, and that the law firm claimed an inappropriate number of hours for intra-office conferences and meetings. *Id.* at 584-85.

In this case, the Debtor has not provided any evidence to consider when performing an analysis under *Wonder* and *Johnson*, nor advanced any argument based on the twelve factors presented in *Wonder Corp.* Instead, the Debtor vaguely argues that many of the services were unnecessary and excessive because “[a]t all times, it was clear” that 110 Parkland would be paid in full, and gives one example, although implying that more exist.² Obj. at ¶ 3. Without going into details, the Debtor asserts, “[b]y way of example, it was unnecessary to pursue the guarantors at any time but particularly after the Debtor’s Second Amended plan of Reorganization was approved, the sale contemplated by the Plan consummated, and [110 Parklands] had received approximately \$11,000,000.” Obj. at ¶ 4. The Debtor also states that even though there was no prescribed time by which to object to 110 Parkland’s interest calculations, the Debtor objects to the interest, which totals approximately \$75,000.00, “to the extent it exceeds the Interest Rate³ prescribed by the Plan.” Obj. at ¶ 5.

² The Debtor’s argument that the law firm’s services were unnecessary based on the fact that “it was clear” that 110 Parkland would be paid in full seems even more premature now that the proposed sale has not been consummated and the case has been converted to chapter 7. *See* Order Granting Motion to Convert Case from Chapter 11 to Chapter 7 (ECF No. 199).

³ According to the Debtor’s Second Amended Plan of Reorganization (the “Chapter 11 Plan,” ECF No. 85), which was confirmed on January 31, 2017 (ECF No. 85), the Interest Rate “means the rate on a ten-year United States Treasury Bond on the Effective Date plus 200 basis points.” Chapter 11 Plan, ¶ 1.2.41.

The Debtor has not shown, nor has the Court determined, that the attorney's fees claimed by 110 Parklands are duplicitous, unnecessary, or excessive. Therefore, it is hereby

ORDERED: The Debtor's Objection is **OVERRULED.**

Dated at Bridgeport, Connecticut this 19th day of July, 2018.

Julie A. Manning
Chief United States Bankruptcy Judge
District of Connecticut

