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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re:) Case No. 97-3-2941-TC
) Chapter 11
)
WILLIAM K. BENTON,)
)
Debtor.)
_____)

MEMORANDUM RE FEE APPLICATION OF BRAVO AND MARGULIES

The court held a hearing on April 16, 1999 regarding Debtor's objection to the fee application of Bravo and Margulies (Bravo), special counsel for Debtor. Joseph K. Bravo appeared for Bravo. Debtor appeared in pro per. Upon due consideration, and for the reasons set forth below, I determine that fees should be awarded in the amount requested.

Debtor filed a petition under chapter 11 on June 24, 1997. Debtor's financial troubles arose from his ownership of three

apartment buildings in San Francisco: a 60-unit building on Bush Street and two much smaller buildings. Debtor's wife, who is an accountant^{1/}, had managed the buildings until she was severely injured in an automobile accident in September 1994. Debtor managed the buildings from October 1994 until August 1997. He used the rents to pay family living expenses rather than property expenses, with the result that the properties suffered substantial deferred maintenance. Several of the tenants of the Bush Street building filed a civil suit against Debtor and won a civil judgment of approximately \$250,000 on the basis of the uninhabitable condition of the building. Debtor filed his chapter 11 petition shortly after the City of San Francisco assessed substantial fines for code violations at the Bush Street building.

Bravo is a law firm specializing in landlord-tenant law. Debtor retained Bravo in July 1997, just before he filed his chapter 11 petition. Debtor hired a professional property management firm, Better Property Management (BPM), to manage the buildings at the same time he retained Bravo. BPM and Bravo were duly appointed to represent the bankruptcy estate. BPM and Bravo worked together to correct deferred maintenance and collect unpaid

^{1/} The facts set forth in this memorandum were derived primarily from evidence introduced at the trial of Debtor's objection to fees and counterclaim against Better Property Management, and from the relief from stay and plan confirmation proceedings in the chapter 11 case.

rent. These jobs were difficult because the tenants had been alienated by the poor condition of the properties and Benton's abrasive personality. Debtor was able to sell the Bush Street property, and the proceeds of that sale formed the basis for Debtor's confirmed plan. Bravo seeks \$30,269 in fees and \$7,151 for recovery of expenses. I determine that the fees requested are reasonable and that Debtor's objections are without foundation.

Debtor first complains that Bravo has used standardized time entries for certain services. There is no question that Bravo has done so; the fee application itself discloses this fact and explains the reasons for using standard time entries. Although use of deemed rather than actual time entries is not a preferred practice, it should not be barred in all instances. The court should determine whether there is a good reason for the use of such entries and whether the fee application as a whole fairly represents the value of the services performed. In this instance, both requirements are satisfied.

There is a reasonable basis for Bravo's use of standardized time entries. Much of Bravo's practice consists of performing repetitive tasks, such as sending three-day notices and filing unlawful detainer complaints. It is no less reasonable to fix a standard fee for such services than it is to quote a standard fee for filing a chapter 7 petition. I note that all significant time

over and above these repetitive services is billed on the basis of actual time spent measured in tenths of an hour. I also note that Bravo does not regularly practice in this court. This court should not require Bravo to establish different billing practices just for the present case, unless its current billing practices yield a fee that is not commensurate with the value of the services performed.

In the present case, the fee sought by Bravo is entirely commensurate with the value of the services performed. Bravo seeks fees totalling \$30,269 for representing Debtor in 36 unlawful detainer matters. Those 36 matters involved the following work.

- ! 23 cases in which Bravo sent one or more three-day notices (five cases required more than one notice).
- ! 3 cases in which Bravo prepared and served notices of abandonment.
- ! 10 cases in which Bravo filed unlawful detainer complaints. At least one of these cases went to judgment, and another was settled after substantial pretrial preparation.
- ! 3 cases in which Bravo enforced unlawful detainer judgments entered previously.

! \$2,100 for preparing the instant fee application, responding to Debtor's objection, and appearing at the hearing.

I determine that the hourly rates charged are reasonable, that the hours of service claimed are supported by Bravo's time records, and that the total fees sought are reasonable in light of the work performed.

Finally, Debtor objects to Bravo's fees on the basis that Bravo was not sufficiently responsive to Debtor's instructions and requests for information. I find these complaints to be unwarranted.

The request for reimbursement of costs is reasonable and is allowed.

Dated: _____

Thomas E. Carlson
United States Bankruptcy Judge