

Signed: March 13, 2008

**SO ORDERED**



**ROBERT A. GORDON**  
**U. S. BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**

IN RE:	*	
QC Ridgley, LLC	*	Case No. 06-17365-RAG
Debtor	*	Chapter 11
	*	
* * * * *		

**ORDER AWARDING DEBTOR’S ATTORNEY COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Before the Court is the Amended Application for Debtor’s Attorney’s Compensation (Amended Application) filed on May 23, 2007. (Dkt. No. 71). The Amended Application was filed to replace the original Application filed on April 25, 2007. (Dkt. No. 58). No explanation is given as to why the Amended Application was filed as a substitute for the original. However, the original Application sought \$22,015.00 in compensation for fees and \$127.56 in expenses as compared to the request for \$14,745.00 in compensation for fees and \$140.54 in expenses included in the Amended Application. On their face, the two applications purport to cover the same period of time and generally describe the same services rendered. The two lodestar analyses are virtually identical.

Accordingly, without using a fine tooth comb to sift through the two applications, the Court assumes that some serious mistake in calculation must have occurred in preparing the original application that caused Counsel to seek approximately \$7,000 more than he was entitled to receive. The Court also acknowledges that Counsel likewise must have spotted the mistake and moved to self-correct before the error was compounded by the entry of an order approving the original application.

The main point here is to emphasize that mistakes, errors and misjudgments do happen, even among the finest of counsel<sup>1</sup>. And in this Court's opinion, that is the essence of the simple principle underlying the mandatory requirement that professionals in this District exercise billing judgment in their fee applications. *In re Maxine's Inc.*, 304 B.R. 245, 249 (Bankr. D. Md. 2003); *In re Bernard Hill, Inc.*, 133 B.R. 61, 70 (Bankr. D. Md. 1991)<sup>2</sup>.

The section devoted to "Billing Judgment" in the Amended Application gives a summarized analysis of why Counsel asserts an exercise of billing judgment would be inappropriate in this case. However, the factors cited are no different from those that usually

---

<sup>1</sup> Counsel also failed to include "a summary by timekeeper of the time spent on each task, the billing value for each timekeeper and a total amount for each task" as required by Appendix D to the Local Bankruptcy Rules, Compensation Guidelines for Professionals in the United States Bankruptcy Court for the District of Maryland.

<sup>2</sup> Of course, errors are not limited exclusively to attorneys. They are a common denominator of our human family. As proof one need look no further than our National Pastime where errors have been a recorded statistic in professional baseball since at least 1876. *The Baseball Encyclopedia*, The Macmillan Company, 1969 at p. 22. The Court can find no reference to "errors" in Alexander Cartwright's 1845 Knickerbocker Rules for amateurs and assumes both the term of art and the specific rules governing their commission grew into maturity sometime thereafter. [www.19cbaseball.com/image-knickerbocker-baseball-rules.html](http://www.19cbaseball.com/image-knickerbocker-baseball-rules.html)

surround any other reorganization case and in fact are common to most. Accordingly, they do not create a persuasive basis for ignoring binding precedent.

It is therefore, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the sum of \$745 shall be deducted from the total compensation sought for Counsel's professional fees; and it is further

ORDERED, that compensation for professional fees rendered by Marc R. Kivitz, Counsel for the Debtor, QC Ridgley, LLC, for the period from November 7, 2006, through April 25, 2007, be and hereby is **approved** in the sum of \$14,000; and be it further

ORDERED, that QC Ridgley, LLC, be, and is hereby, authorized to disburse to Marc R. Kivitz, Esquire, the sum of \$9,000 as the unpaid balance of approved compensation for the period from November 7, 2006, through April 25, 2007, after the application of the initial retainer of \$5,000.00, which may be disbursed to Marc R. Kivitz, Esquire, from his escrow account; and be it further

ORDERED, that the reimbursement of actual and necessary costs and expenses of Marc R. Kivitz, Counsel for the Debtor, QC Ridgley, LLC, for the period from November 7, 2006, through April 25, 2007, be, and hereby is **approved** in the sum of \$140.54; and be it further

ORDERED, that QC Ridgley, LLC, be, and is hereby, authorized to disburse to Marc R. Kivitz, Esquire the sum of \$140.54 as the reimbursement for expenses for the period from November 7, 2006, through April 25, 2007.

cc: Marc R. Kivitz, Esquire  
Suite 1330  
201 N. Charles Street  
Baltimore, MD 21201

Mark A. Neal, Esquire  
Assistant U. S. Trustee  
Suite 2625, 101 W. Lombard Street  
Baltimore, MD 21201

James P. Quillen, Jr.  
P. O. Box 360  
Parkton, MD 21120

Anne L. Perlow  
1829 Reisterstown Road  
Suite 380  
Baltimore, MD 21209

Seema Reznick, Esquire  
Hodes, Ulman, Pessin, & Katz, P.A.  
Suite 400, 901 Dulaney Valley Road  
Towson, MD 21204

Bradshaw Rost, Esquire  
Tenebaum & Saas, P.C.  
Suite 200, 4504 Walsh Street  
Chevy Chase, MD 20815

**END OF ORDER**