

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

IN RE:	§	
	§	
Master Lending Group, LLC,	§	Chapter 7
	§	Case No. 23-40569-EJC
Debtor	§	

OBJECTION TO FEE APPLICATION

Mary Ida Townson, United States Trustee for Region 21 (the “UST”), through the undersigned counsel, objects to the fee application (Dkt. 108) of debtor’s counsel, Judson C. Hill (the “Applicant”) and states as follows:

Facts

1. On June 23, 2023, the debtor, Master Lending Group LLC (“MLG”), executed a “Chapter 7 Bankruptcy Employment Contract” with the Applicant. The agreement required MLG to pay Applicant a \$40,000.00 retainer against which attorney fees (\$300.00 per hour) and paralegal fees (\$40.00 per hour) would be billed. Any unearned portion of the retainer was to be returned to MLG at the end of the representation. Total fees and expenses were capped at the amount of the retainer. Judith Hirsch signed Gregory Hirsch’s name to the agreement under a power of attorney. A copy of the employment contract is attached hereto.
2. In late June 2023, MLG made the \$40,000.00 retainer payment to Applicant. Upon information and belief, Applicant deposited the payment into his trust account. A copy of the retainer check is attached hereto.
3. On July 6, 2023, MLG filed a chapter 7 petition along with schedules and related bankruptcy pleadings. Applicant signed the petition as counsel of record for MLG. Judith Hirsch signed Gregory Hirsch’s name to the petition under a power of attorney.
4. On August 16, 2023, MLG filed an amended attorney compensation disclosure form under Bankruptcy Rule 2016(b). The amended form shows that Applicant received a prepetition payment of \$40,000.00 and that MLG was the source of the payment.
5. On August 29, 2023, Applicant filed an amended application for allowance of interim compensation. The application seeks approval of \$17,950.00 for prepetition services and \$14,319.00 for postpetition services.
6. As of October 25, 2023, Applicant had drawn on the retainer to pay the bankruptcy filing fee of \$338.00 and to pay \$22,000.00 toward outstanding attorney fees.

Applicant holds the remainder of the retainer payment (\$17,662.00) in his trust account on behalf of MLG.

7. On July 17, 2023, Applicant filed an amended schedule A/B, removing \$975,000 in cash on hand and three (3) Deeds to Secure Debt that had previously been listed as property of the bankruptcy estate.
8. On July 26, 2023, Applicant filed an amended schedule A/B, removing a debt owed by Synergy that had previously been listed as property of the estate.
9. On August 3, 2023, Gregory Hirsch passed away.
10. On August 4, 2023, Applicant filed an amended schedule A/B, removing an additional \$5 million in life insurance that had previously been listed as property of the estate.
11. The amendments had Declarations Under Penalty of Perjury with electronic signatures of Judith Hirsch as power of attorney for Gregory Hirsch, owner of MLG.
12. In email correspondence with the Chapter 7 Trustee, Applicant conceded that he failed to obtain wet ink signatures of any MLG representative, or any signature by facsimile or otherwise, prior to filing any of the amendments to the schedules.¹
13. In email correspondence, Applicant stated that he was instructed to file the amendments at the request of Mr. and Mrs. Hirsch's personal attorneys.
14. Applicant represents and owes fiduciary duties to Master Lending Group LLC.
15. Applicant does not represent Mr. or Mrs. Hirsch.
16. Some of Applicant's conduct, communications and legal positions in this case indicate that he has acted in the interests of the Hirsch family, as opposed to the best interests of his client MLG.²
17. On October 2, 2023, the chapter 7 trustee filed a motion for turnover of, among other things, communications between Applicant and any other parties regarding the authorizations for filing the amendments to schedules A/B.

¹ Even if Applicant had obtained the signature of Mrs. Hirsch for the amendment filed August 4, 2023 (removing \$5 million in life insurance), it was filed the day after Mr. Hirsch passed away, thus it was filed when the Power of Attorney held by Mrs. Hirsch was no longer in effect.

² In taking instructions from Mrs. Hirsch's personal attorneys and removing the \$975,000 in cash and \$5 million in life insurance from schedule A/B, Applicant effectively asserted a position that those assets belonged to Judy Hirsch, as opposed to his client MLG, notwithstanding that Mrs. Hirsch previously signed the original petition and schedules indicating those assets belonged to MLG. Applicant knew or should have known from the beginning that his client MLG has claims adverse to Mrs. Hirsch and the Hirsch family.

18. On October 16, 2023, Applicant filed a response to the chapter 7 trustee's turnover motion, asserting attorney-client privilege and attaching a letter from counsel for Judith Hirsch stating that Ms. Hirsch believed Applicant was representing her individually in addition to representing MLG.

The Retainer Funds Constitute Property of the Estate

19. "Whether a fund paid to counsel pre-petition by a debtor in a particular case is property of the estate depends on the nature of that fund." *In re Dee's Logging*, 158 B.R. 302, 306 (Bankr. S.D.Ga. 1993) (Dalis, J.).
20. "In determining the true nature of a 'retainer' agreement, '[b]arring a clear expression of an understanding between the debtor and debtor's attorney that the payment to the attorney made prior to the filing of a Chapter 11 bankruptcy petition and in contemplation of that petition is a flat fee for all services to be rendered by the attorney in connection with the bankruptcy proceeding, the funds paid will be construed by this court as a payment to secure the payment of past and future services rendered by the attorney in connection with the case, remain property of the estate, and are not earned fees and reimbursement for out-of-pocket expenses until approved by this court.'" *Dee's Logging*, 158 B.R. at 306 (citing *In re Georgian Arms Properties*, Case No. 89-10313, slip op. at 7 (Bankr. S.D.Ga. March 1, 1990) (Dalis, J.)).
21. In this case, the retention agreement characterizes the \$40,000.00 payment as a retainer against which attorney fees would be billed and provides that any unearned portion of the retainer would be returned to the client. Moreover, Applicant held the retainer funds in his trust account on behalf of MLG. Finally, the size of the retainer supports a finding that it was a security retainer. Because control of the debtor corporation passed to the chapter 7 trustee once the petition was filed, Applicant had few postpetition responsibilities likely to exhaust a retainer this size. Accordingly, the \$40,000.00 payment should be construed as a security retainer – a fund held by Applicant to secure payment for services rendered in the case. As such, the funds constituted property of the estate once the bankruptcy petition was filed.

Applicant Has Not Been Hired by the Chapter 7 Trustee Under § 327

22. Debtor's counsel in a chapter 7 case may not be compensated from the bankruptcy estate unless he or she was employed by the chapter 7 trustee and the employment was approved by the bankruptcy court under § 327. *Lamie v. U.S. Trustee*, 540 U.S. 526, 529, 124 S.Ct. 1023, 1027 (2004); 11 U.S.C. § 330(a)(1).
23. As stated, the \$40,000.00 retainer constituted property of MLG's bankruptcy estate.
24. In this case, debtor's counsel was not hired by the trustee postpetition under § 327. Therefore, Applicant could not make a postpetition draw on the retainer or be paid from the retainer for postpetition services.

Conflict of Interest

25. An attorney is eligible to represent a debtor when the attorney does “not hold or represent an interest adverse to the estate” and is a “disinterested person.” 11 U.S.C. § 327(a).
26. An attorney has an interest adverse to the estate when the attorney “possess[es], or serv[es] as an attorney for a person possessing, either an economic interest that would tend to lessen the value of the bankruptcy estate or that would create either an actual or potential dispute in which the estate is a rival claimant . . . or . . . a predisposition under the circumstances that render such a bias against the estate.” *New River Dry Dock*, 497 Fed.Appx. at 887 (quoting *In re Prince*, 40 F.3d 356, 361 (11th Cir. 1994)).
27. The Code defines “disinterested person” to exclude persons who “have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.” 11 U.S.C. § 101(14)(C).
28. “Except as provided in section 327(c), 327(e), or 1107(b) of this title, the court may deny allowance of compensation for services and reimbursement of expenses of a professional person employed under section 327 or 1103 of this title if, at any time during such professional person’s employment under section 327 or 1103 of this title, such professional person is not a disinterested person, or represents or holds an interest adverse to the interest of the estate with respect to the matter on which such professional person is employed.” 11 U.S.C. § 328(c).
29. Where the compensation paid to debtor’s counsel exceeds the value of services rendered, the Court may order the disgorgement of fees. 11 U.S.C. § 329(b); Bankruptcy Rule 2017(a) and (b).
30. “Under § 329, ethical conflicts can diminish the value of services to a client, making the fee charged ‘excessive.’” *In re Martin*, 197 B.R. 120, 127 (Bankr. D.Colo. 1996) (collecting cases); see also *In re Bartmann*, 320 B.R. 725, 752 (Bankr. N.D.Okla. 2004).
31. “Pursuant to 11 U.S.C. § 329, counsel for a Chapter 7 debtor is entitled to compensation from the debtor’s estate only for services that benefit the estate.” *In re Von Behren Electric, Inc.*, 2002 WL 31870568 at *1 (Bankr. C.D.Ill. 2002) (citation omitted).
32. “A Chapter 7 debtor’s attorney is not entitled to compensation from the debtor’s estate pursuant to 11 U.S.C. § 329 for services that benefit the debtor’s principals but do not benefit the estate.” *Von Behren Electric*, 2002 WL 31870568 at *1 (citation omitted). “Counsel for a Chapter 7 corporate debtor owes a fiduciary duty of loyalty and care to his client, the debtor corporation, and not to the debtor’s principals.” *Id.*

33. “Denial of fees is required after counsel performs services in conflict of interest.” *Von Behren Electric*, 2002 WL 31870568 at *1 (citation omitted).
34. In *Von Behren Electric*, debtor’s counsel represented the debtor corporation. However, he “lost his disinterestedness when he began to favor the interests of the Debtor’s principals . . . over those of the estate.” *Von Behren Electric*, 2002 WL 31870568 at *1. As a result, the court in *Von Behren Electric* denied all postpetition compensation to debtor’s counsel because those services were tainted by conflict of interest. *Id.* (citation omitted).
35. In this case, much like the debtor’s attorney in *Von Behren Electric*, Applicant favored the interests of Mr. and Mrs. Hirsch over those of the bankruptcy estate. To the detriment of the estate, Applicant has sought to protect the interests of Judith Hirsch and the Hirsch family.
36. Applicant filed amendments that removed property from the schedules worth nearly \$6 million. These amendments were made at the request of the attorneys representing the interests of Mr. and Mrs. Hirsch as individuals.
37. Further, counsel for Mrs. Hirsch has asserted attorney-client privilege over communications between Applicant, Mrs. Hirsch, and her individual counsel on the grounds that Mrs. Hirsch believes Applicant represents her interests as well as the interests of MLG.
38. Accordingly, the Court should impose a sanction similar to the one imposed in *Von Behren Electric* and deny all postpetition compensation to Applicant.

Lack of Sufficiently Detailed Time Entries

39. To award compensation to debtor’s counsel, a court must determine that the services rendered were actual, reasonable, and necessary. 11 U.S.C. § 330(a)(1). The services must be “objectively beneficial toward the completion of the case at the time they were performed.” *In re Digerati Technologies, Inc.*, 524 B.R. 666, 671 (Bankr. S.D.Tex. 2015). A court may award compensation that is less than the amount requested by debtor’s counsel. 11 U.S.C. § 330(a)(2).
40. “An entity seeking interim or final compensation for services, or reimbursement of necessary expenses, from the estate shall file an application setting forth a detailed statement of (1) the services rendered, time expended and expenses incurred, and (2) the amounts requested. An application for compensation shall include a statement as to what payments have theretofore been made or promised to the applicant for services rendered or to be rendered in any capacity whatsoever in connection with the case[.]” Bankruptcy Rule 2016(a).
41. Failure to include sufficiently detailed time entries in an application for compensation

results in a denial of fees when the reviewing court is unable to determine whether the services performed and the fees charged were reasonable and necessary. *Matter of Pothoven*, 84 B.R. 579, 584 (Bankr. S.D.Iowa 1988); *In re Digerati Technologies, Inc.*, 524 B.R. 666, 673-674 (Bankr. S.D.Tex. 2015).

42. Time entries for court hearings should identify the subject of the hearing. *Digerati Technologies*, 524 B.R. at 674.
43. Time entries for telephone calls, correspondence, and conferences should give sufficient detail to identify the parties to and the subject of the communication. *Digerati Technologies*, 524 B.R. at 674.
44. In this case, Applicant's time entries lack sufficient detail. The participants and subject matter of Applicant's conferences and communications via telephone and email are insufficiently described to determine whether they are necessary, reasonable, and beneficial to the estate.
45. Similarly, Applicant's court appearances fail to adequately describe the subject matter of the hearing attended or how his attendance at a particular hearing was beneficial to the estate given that the chapter 7 trustee was represented by other counsel. *See Von Behren Electric*, 2002 WL 31870568 at *1 (describing duties of debtor's counsel in a corporate chapter 7 case as "analyzing the debtor's financial condition, rendering advice and assistance to the debtor in determining whether to file bankruptcy, the preparation and filing of the petition, and representation of the debtor at the meeting of creditors"). Applicant's postpetition fees should be denied.

Failure to Obtain Required Signatures

46. Southern District of Georgia Bankruptcy General Order 2016-2 at paragraph 14 provides as follows:

An attorney filing a Verified Pleading should thereafter maintain in his or her office the original Verified Pleading in its entirety for at least five (5) years after the conclusion of all appeals or the expiration of time for filing a timely appeal, whichever is later. The filing of a Verified Pleading constitutes a representation by the attorney who files it that the attorney has in his/her possession at the time of filing the fully executed original Verified Pleading and that he/she agrees to maintain it for the five (5) year period set forth above. A pleading or document that a person signs and thereby verifies, certifies, declares, affirms, or swears under oath or penalty of perjury concerning the truth of the matters set forth in that pleading or document is a "Verified Pleading."

47. Applicant violated General Order 2016-2 by failing to obtain signatures for the amendments he filed, including extremely significant filings whereby \$975,000 in

cash and insurance worth \$5 million were removed from the bankruptcy estate.

48. Southern District of Georgia ECF Local Rule 7 provides in relevant part:

Documents that are electronically filed and require an original signature, other than that of the filer, should be maintained in paper form by the filer for at least five (5) years, after the conclusion of all appeals or the expiration of time for filing a timely appeal, whichever is later.
49. Southern District of Georgia ECF Local Rule 8 provides in relevant part:

When electronically filing documents requiring signatures of more than one party, the filing attorney shall initially confirm that the content of the document is acceptable to all persons required to sign the document and shall obtain the signatures of all parties to the document.
50. The U.S. Trustee submits that Applicant should be sanctioned for violating General Order 2016-2 and ECF Local Rules 7 and 8. *See In re Ruebling*, 2016 WL 6877796 (Bankr. C.D. Ill. 2016) (Gorman, C.J.) (bankruptcy court denied attorney's fees as sanction for attorney's failure to obtain wet ink signatures).

Federal Rule of Bankruptcy Procedure 9011

51. Rule 9011(b) of the Federal Rules of Bankruptcy Procedure provides that in presenting a pleading to the court, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; (2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law; (3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.
52. Rule 9011(c) further provides that, if after notice and a reasonable opportunity to respond, the court determines that Rule 9011(b) has been violated, the court may, subject to certain stated conditions, impose an appropriate sanction upon the attorney, law firm, or party that has violated Rule 9011(b) or is responsible for the violation.
53. Courts have found that an attorney's failure to obtain signatures prior to filing schedules and amendments merits the imposition of sanctions under Rule 9011.

54. "[W]hen an attorney files a document purportedly containing the debtor's signature, he is representing to the court that he has secured the original executed document before filing it electronically. The electronic submission of a document by an attorney who falsely represents that the document has been signed by the debtor 'is no different than [the attorney] physically forging the debtor's signature and handing [it] over the counter to the clerk.'" *In re Smith*, No. 13-31565-KLP, 2014 WL 128385, at *4, 2014 Bankr. LEXIS 135, at *14 (Bankr. E.D. Va. Jan. 14, 2014) (quoting *In re Wenk*, 296 B.R. at 725 (alterations in original)); see also *In re Dobbs*, 535 B.R. 675, 688 (Bankr. N.D. Miss. 2015) (quoting *In re Stomberg*, 487 B.R. 775, 815 (Bankr. S.D. Tex. 2013)).
55. "The Court finds that the filing of the Voluntary Petition, Debtors' statements and schedules, and the amendments thereto by counsel without first obtaining Debtors' signatures constitutes a forgery of those documents by counsel. Their actions in doing so were inexcusable and are sanctionable violations of the ECF Administrative Procedures as well as *Rule 9011(b)(3)*." *In re Morton*, 2015 Bankr. LEXIS 3309.
56. The U.S. Trustee submits that Applicant should be sanctioned under Federal Rule of Bankruptcy Procedure 9011 due to his failure to obtain wet ink signatures on any of the amendments filed with the Court.

WHEREFORE, the U.S. Trustee requests that the Court deny the debtor's employment application, impose a reduction in requested attorney fees as a sanction for Applicant's violations of the Bankruptcy Code and Rules, disallow the disputed time entries in the Fee Application, and grant such other and further relief as may be deemed just and proper.

Date: November 1, 2023

Respectfully submitted,

MARY IDA TOWNSON
UNITED STATES TRUSTEE, REGION 21

By: /s/ Matthew E. Mills

Assistant U.S. Trustee
Georgia Bar No. 509718

Office of the U.S. Trustee
33 Bull Street, Suite 400
Savannah, GA 31401
(912) 652-4112

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the within and foregoing **OBJECTION TO FEE APPLICATION** has been served upon the following parties by U.S. Mail, postage pre-paid. In addition, electronic service will be received by those parties that are entitled to receive such service in this case through the electronic filing system of this Court.

Master Lending Group, LLC
308 Megan Court
Savannah, GA 31405

Judson C. Hill
Gastin & Hill
1020 Drayton Street
Suite 201
Savannah, GA 31401

Tiffany E. Caron
P.O. Box 711
West Palm Beach, FL 33402

Neil C. Gordon, I
Taylor English Duma
1600 Parkwood Circle SE
Suite 200
Atlanta, GA 30339

James F. Banter
James-Bates-Brannan-Groover-LLP
231 Riverside Drive, Suite 100
Macon, GA 31201

Date: November 1, 2023

Respectfully submitted,
MARY IDA TOWNSON
UNITED STATES TRUSTEE, REGION 21

By: /s/ Matthew E. Mills
Matthew E. Mills
Assistant U.S. Trustee
Georgia Bar No. 509718

Office of the U.S. Trustee
33 Bull Street, Suite 400
Savannah, GA 31401
(912) 652-4112

CHAPTER 7 BANKRUPTCY EMPLOYMENT CONTRACT

The undersigned client, Master Lending Group, LLC ("Client") and the law firm of Judson C. Hill, d/b/a Gastin & Hill ("Attorney"), hereby agree as follows:

IT IS MUTUALLY AGREED that Attorney will represent Client in a Chapter 7 bankruptcy in the United States Bankruptcy Court for the Southern District of Georgia.

IT IS FURTHER AGREED AS FOLLOWS:

1. Client agrees to provide complete and accurate information, to the best of Client's ability, concerning all debts, assets, income, expenses, and financial affairs.
2. Client shall pay all fees as required by the fee structure set forth below. The basic fee shall include all services required in this Chapter 7 case from this date until such time as the case is closed.

BANKRUPTCY FEE STRUCTURE

Client agrees to pay a \$40,000.00 retainer, having paid same to Attorney on 6/21/2023.

Attorney agrees to cap fees for this Chapter 7 case at \$40,000.00 and shall seek no further compensation from Client.

Attorney agrees that the filing fee and case costs, including costs incurred for experts, accountants, etc., shall be paid from the \$40,000 retainer.

Unearned fees, if any, shall be refunded to Client at such time as the bankruptcy case is closed.

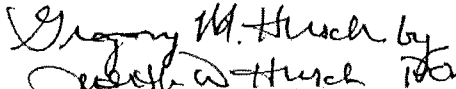
Fees shall be billed against the retainer at the following rates:

Attorney Fees: \$300.00 per hour, billed against retainer.

Paralegal Fees \$40.00 per hour, billed against retainer.

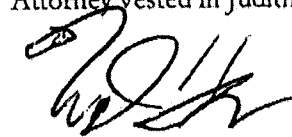
3. Attorney and Client acknowledge that he/she has read, understands, and will comply with the terms of this agreement.

AGREED:



 Gregory M. Hirsch, Sole Member of
 Master Lending Group, LLC (via Power of
 Attorney vested in Judith Hirsch)

6-23-2023
 Date



 Judson C. Hill, Attorney

6/23/23
 Date

**CONSENT IN LIEU OF A SPECIAL MEETING
OF THE MEMBER AND MANAGER OF
MASTER LENDING GROUP, LLC**

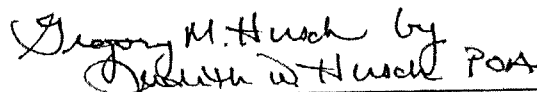
As of the 23rd day of June, 2023 the undersigned, being all the sole Member and Manager of MASTER LENDING GROUP, LLC a Georgia Limited Liability Company (the "Company"), by affixing his signature hereto, hereby takes the following action pursuant to the provisions of the Georgia Limited Liability Company Act and the Operating Agreement of the Company in lieu of a meeting, and hereby waive any and all rights to notice of the time, place or purpose of a meeting to consider the action taken herein, and direct that this instrument be filed with the minutes of the proceedings of the Members and Managers of the Company.

WHEREAS, it is in the best interest of MASTER LENDING GROUP, LLC to file a voluntary petition in the United States Bankruptcy Court for the Southern District of Georgia pursuant to Chapter 7 of Title 11 of the United States Code.

NOW, THEREFORE, BE IT RESOLVED, that Gregory M. Hirsch, manager of Master Lending Group, LLC, is duly authorized and directed to execute and deliver all documents necessary to perfect the filing of a Chapter 7 voluntary bankruptcy case on behalf of this company; and, **BE IT FURTHER RESOLVED**, that Gregory M. Hirsch, manager of Master Lending Group, LLC, is duly authorized to do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of this entity and in connections with said bankruptcy case; and, **BE IT FURTHER RESOLVED**, that Master Lending Group, LLC is authorized and directed to employ Judson C. Hill, Attorney at Law, and the firm of Gastin & Hill to represent this company in such bankruptcy.

The action taken by this Consent shall have the same force and effect as if taken by the undersigned at a meeting duly called and constituted pursuant to the Georgia Limited Liability Company Act and the Operating Agreement of the Company. This Consent may be signed in multiple counterparts, each of which, together, shall be one and the same Consent. A Facsimile, photocopy, or digitally reproduced Consent shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the undersigned Member and Manager has hereunto set his hand the date first written above.



GREGORY M. HIRSCH (via Power of Attorney
vested in JUDITH HIRSCH)

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

MASTER LENDING GROUP, LLC
PO BOX 15089
SAVANNAH, GA 31416

SUNTRUST BANK
64-10/610

8099

June 27, 2023

PAY TO THE ORDER OF

Gastin & Hill

\$ 40,000

Forty thousand dollars and ⁰⁰/₁₀₀

DOLLARS

PROTECTED AGAINST FRAUD



MEMO Master Lending Group, LLC

[Signature]

⑈008099⑈ ⑆061000104⑆ 1000039686810⑈

MASTER LENDING GROUP, LLC

8099

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

IN RE:	§	
	§	Case No. 23-40569-EJC
Master Lending Group, LLC,	§	
	§	Chapter 7
Debtor	§	

ORDER ON OBJECTIONS TO FEE APPLICATION

WHEREAS, counsel for the debtor Master Lending Group, LLC (“MLG”) Judson C. Hill (“Debtor’s Counsel”) filed an Application for Allowance of Interim Compensation on August 24, 2023 (Docket 108) and filed an Amended Application for Allowance of Interim Compensation on August 29, 2023 (Docket 120) (hereinafter collectively “Fee Application”); and

WHEREAS, the United States Trustee for Region 21 (the “U.S. Trustee”) filed an objection to the Fee Application, citing various grounds for the denial of attorney fees (Docket 172); and

WHEREAS, the Chapter 7 Trustee Tiffany E. Caron (“Chapter 7 Trustee”) filed an Objection to Application for Allowance of Interim Compensation, citing various grounds for the denial of attorney fees (Docket 173); and

WHEREAS, Debtor’s Counsel, the U.S. Trustee and the Chapter 7 Trustee have agreed to settle the objections to the Fee Application pursuant to the terms below;

IT IS HEREBY ORDERED that the following fees are allowed to Debtor's Counsel:

Pre-petition fees:	\$17,950.00
Post-petition fees:	\$4,990.00
Expenses:	\$402.00
TOTAL ALLOWED FEES & EXPENSES:	\$23,342.00

IT IS FURTHER ORDERED THAT AS A SANCTION for failing to obtain the required signatures on certain amendments to the schedules, Debtor's Counsel shall disgorge to the bankruptcy estate the amount of \$6,000, representing \$1,000 for each of the six (6) amendments filed by Debtor's Counsel that were not reviewed or signed by a representative of the debtor. Debtor's Counsel shall pay this sanction to the bankruptcy estate in addition to turning over any funds remaining from his retainer as follows:

TOTAL ALLOWED FEES & EXPENSES:	\$23,342.00
Less Sanctions:	-\$6,000.00
Payment from Retainer to Gastin & Hill:	\$17,342.00
Turnover of Funds to Bankruptcy Estate:	\$22,658.00

[END OF DOCUMENT]

Order prepared by:

/s/ Matthew E. Mills
Assistant U.S. Trustee
Office of the U.S. Trustee
33 Bull Street, Suite 400
Savannah, GA 31401
(912) 652-4112
Georgia Bar No. 509718

Agreed to by:

/s/ Tiffany E. Caron
Tiffany E. Caron
Chapter 7 Trustee
P.O. Box 711
West Palm Beach, FL 33402
(404) 647-4917
Georgia Bar No. 745089

/s/ Judson C. Hill

Judson C. Hill

Attorney for Debtor

Gastin & Hill

1020 Drayton Street – Suite 201

Savannah, GA 31401

(912) 232-0203

Georgia Bar No. 354277