

**COURT OF COMMON PLEAS  
FOR THE STATE OF DELAWARE**  
KENT COUNTY COURTHOUSE  
38 THE GREEN  
DOVER, DELAWARE 19901  
PHONE: (302) 735-3910

CHARLES W. WELCH, III  
JUDGE

June 12, 2014

Bradley S. Eaby, Esq.  
The Eaby Firm, LLC  
99 Wolf Creek Blvd.  
Suite 3  
Dover, DE 19901

Mr. David P. Houghton  
132 Carnoustie Rd.  
Dover, DE 19904

RE: The Eaby Firm, LLC, v. David P. Houghton  
C.A.No.: CPU5-13-000273

Decision After Trial

Dear Mr. Eaby and Mr. Houghton:

The Plaintiff, The Eaby Firm, LLC, has filed a civil action against the Defendant, David P. Houghton, for a breach of contract. The plaintiff alleges that the defendant owes it for legal work that it performed for the defendant. Following trial on this matter, the Court enters judgment for the plaintiff and against the defendant in the amount of \$4,153.12, plus pre-judgment interest at 18% per annum and post-judgment interest at the legal rate of 5.75% per annum, and court costs.

The defendant entered into a retainer fee agreement with the plaintiff on or about July 29, 2011, to provide legal representation for him with respect to a bankruptcy matter. Pursuant to the agreement the defendant would pay a flat fee to the plaintiff to file a Chapter 13 petition for him in the United States Bankruptcy Court for the District of Delaware. Additionally, the defendant was obligated to pay all costs of the bankruptcy and to pay an hourly rate for "any additional or supplemental services." The plaintiff provided legal services as requested by the defendant, which included "additional or supplemental services," such as a motion to enforce automatic stay and legal

representation to remove a second mortgage from property owned by the defendant. At trial, the plaintiff proved that it was due the sum of \$4,153.12, from the defendant for the legal services that it provided to him, as of July 31, 2013, by a preponderance of the evidence.<sup>1</sup> No further charges were incurred and no payments have been made since that date.

As a result of the Court's finding of fact, which is based upon the entire record including all direct and circumstantial evidence, and all references resulting therefrom, and the Court's conclusions of law, the Court enters judgment for the plaintiff, The Eaby Firm, LLC, and against the defendant, David P. Houghton, in the amount of \$4,153.12, plus pre-judgment interest at 18% per annum and post-judgment interest at the legal rate of 5.75% per annum, and court costs.

**IT IS SO ORDERED.**

Sincerely,

A handwritten signature in black ink, appearing to read "Charles W. Welch, III". The signature is fluid and cursive, written over a white background.

Charles W. Welch, III

CWW:mek

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<sup>1</sup> The sum of \$4,153.12 has been calculated by the Court after reviewing all evidence, including the billing statements, for this case. The hourly rate for a partner is listed at \$250.00 per hour in the retainer fee agreement, however, starting in October of 2012, the plaintiff commenced charging an hourly rate of \$300.00 for partner time. Since the new rate was not pursuant to the retainer fee agreement and the defendant did not consent to it, the Court has discounted the amounts due to the plaintiff accordingly.