

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

913 MARKET, LLC,)
)
 Plaintiff,)
)
 v.) C.A. No. N16C-09-240 CLS
)
 INVESTUSA HOLDING)
 ENTERPRISES, LLC,)
)
 Defendant.)

ORDER

1. A bench trial in this breach of contract action was held on October 10, 2019.
2. On November 25, 2019, the Court ruled in the Plaintiff’s favor and ordered Defendant to pay Plaintiff’s reasonable attorneys’ fees pursuant to a provision of the contract between the parties.¹
3. On January 7, 2020, Defendant asked this Court to award only \$25,000 in legal fees because Defendant believed Plaintiff’s attorneys’ fees were excessive. Defendant also identified several items on Plaintiff’s invoice which Defendant considered to be excessive.
4. On February 26, 2020, Plaintiff filed its Affidavit of Attorneys’ Fees. Plaintiff agreed to reduce its claim for reasonable attorneys’ fees from \$54,546.90 to \$46,854.40 based on Defendant’s objections to specifically invoiced tasks.

¹ *913 Market, LLC v. InvestUSA Holdings Enterprises, LLC*, 2019 WL 63818105, at *2, *6 (Del. Super. Nov. 25, 2019).

5. When assessing the reasonableness of an award for attorneys' fees and other expenses, the Court considers the factors identified in Rule 1.5(a) of the Delaware Lawyers' Rules of Professional Conduct and relevant case law.² The Court may also consider whether the number of hours devoted to the litigation was "excessive, redundant, duplicative or otherwise unnecessary."³
6. It is true that the trial in this case lasted only one hour. However, the case was before the Court for more than three years. While defense counsel changed during this three year period, Plaintiff's counsel remained Plaintiff's counsel for the entire case. Plaintiff's counsel also showed good faith by agreeing to a reduced award of attorneys' fees based on Defendant's objections.
7. For the aforementioned reasons, the Court orders Defendant to pay Plaintiff's reasonable attorneys' fees in the amount of \$46,854.40.

IT IS SO ORDERED.



The Honorable Calvin L. Scott, Jr.

Dated: March 10, 2020

² *Mahani v. Edix Media Group, Inc.*, 935 A.2d 242, 247 (Del. 2007).

³ *Id.* at 247–48.