SUPERIOR COURT
OF THE
STATE OF DELAWARE

PAUL R. WALLACE
JUDGE

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Submitted: June 26, 2026
Decided: August 31, 2026

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RE: *First Hartford Realty Corporation v. Food Ventures North America, Inc. d/b/a Wild Fork Foods*
C.A. No. N23C-06-085-PRW
Defendant's Application for Fees and Costs

Dear Counsel:

This Letter Decision and Order addresses Defendant's Application for Fees and Costs (D.I. 107), the response thereto (D.I. 110), and the supplemental materials provided by both parties (D.I. 113, 114). For the reasons set forth below, the Application is **GRANTED** in part and **DENIED** in part.

I. FACTS AND PROCEDURAL BACKGROUND[1]

Resolution of the instant contest closes what is hopefully the final chapter in the Parties' protracted litigation before this Court. Some time ago, Food Ventures North America, Inc., d/b/a Wild Fork Foods ("Wild Fork"), and First Hartford Realty Corporation ("First Hartford") entered into a series of agreements to develop Wild Fork stores in Pennsylvania and Texas.[2] What began as a commercial development relationship eventually fractured into a dispute over who was responsible for certain costs at a single project in Horsham, Pennsylvania.[3] From there, the disagreement affected projects more than a thousand miles away in Texas.[4]

The problem at Horsham was conceptually straightforward. The Parties disagreed over who should pay approximately $288,866 in costs associated with an electrical transformer, decorative lighting, a monument sign, and sidewalk work.[5] First Hartford took the position that Wild Fork's refusal to pay those costs amounted

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[1] Mindful that the Parties have a complete understanding of and familiarity with the factual background and applicable agreements, the Court dispenses with a fuller recounting thereof here.

[2] *First Hartford Realty Corp. v. Food Ventures N. Am., Inc.*, 2025 WL 3282775, at *2–3 (Del. Super. Ct. Nov. 25, 2025) (*First Hartford Realty I*

[3] *First Hartford Realty I*, 2025 WL 3282775, at *2–4.

[4] *Id*.

[5] *Id*. at *1–4.

to a breach of the Parties' broader contractual arrangement.[6] On that theory, First Hartford withheld approximately $891,000 in profit-sharing proceeds otherwise due to Wild Fork from the Parties' Texas projects.[7] The Parties were therefore no longer fighting only about who should pay several hundred thousand dollars in Pennsylvania construction costs; they were also fighting over nearly thrice that amount in Texas that First Hartford believed it was entitled to retain because of what had happened in Horsham.[8]

Those disputes eventually proceeded to a four-day bench trial.[9] Wild Fork prevailed on the principal issues in Horsham.[10] The Court rejected First Hartford's attempt to use the Horsham dispute as a justification for withholding the Texas profit-sharing proceeds.[11]

Wild Fork did not prevail on every issue, however. On the separate rent-adjustment dispute and the related diminution in the sales price of the Horsham property, the Court found that Wild Fork should have agreed to an increased rent for

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6 *Id*. at *2–4.

7 *Id*.

8 *Id*.

9 *Id*. at *1, 4–5.

10 *See generally id*.

11 *First Hartford Realty I*, 2025 WL 3282775, at *13–14.

the Horsham property, and it awarded First Hartford damages on those matters.[12] So, while the verdict was not entirely one-sided, Wild Fork prevailed on the claims that drove most of the litigation and recovered substantial relief.

As a result of its success at trial, Wild Fork is now requesting to have its attorneys' fees paid by First Hartford—totaling $93,996.66 in costs and $766,017.50 in attorneys' fees.[13] First Hartford disagrees.[14]

To understand the dispute, a working understanding of two of the parties' agreements is required.

For present purposes, two agreements matter most. The first is the Master Development Contract ("MDC"), which governed the Parties' broader development relationship, including the Texas projects.[15] The MDC contains a project-specific choice-of-law provision, and the Court previously determined that Texas law governed Wild Fork's claim for the withheld Texas profit-sharing proceeds.[16] That matters because Texas Civil Practice and Remedies Code § 38.001 permits recovery

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[12] *Id.* at *15–16.

[13] Wild Fork's Application for Fees and Costs (D.I. 107). The fee request was later reduced by $33,436.50 after oral argument was held. Wild Fork's Suppl. Fee Aff. (D.I. 113).

[14] First Hartford's Resp. (D.I 110).

[15] TX-5 ("MDC").

[16] *First Hartford Realty I*, 2025 WL 3282775, at *5–6.

of reasonable attorneys' fees by a prevailing claimant on a qualifying contract claim.[17] In its post-trial decision, the Court expressly held that Wild Fork was entitled to recover reasonable attorney's fees under that statute for prevailing on its Texas breach-of-contract claim.[18]

The second relevant agreement is the Ground Lease governing the Horsham project.[19] Unlike the MDC's reliance on applicable state law, the Ground Lease contains its own fee-shifting provision.[20] Section 19 provides that, in litigation between First Hartford and Wild Fork "in connection with" the Lease, the reasonable attorney's fees and court costs incurred by the prevailing party are to be borne by the non-prevailing party.[21] The Court's post-trial decision did not separately discuss Section 19 when addressing Wild Fork's entitlement to fees, even though much of the underlying litigation concerned obligations arising from the Horsham project.[22]

That omission is part of what brings the Parties back before the Court now. The Court already held that Wild Fork is entitled to attorney's fees under Texas law

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[17] *Id*. at *13–14.

[18] *Id*.

[19] JX-003 [hereinafter "Ground Lease"].

[20] Ground Lease § 19.

[21] JX-003 § 19 [hereinafter "Ground Lease"].

[22] *See generally First Hartford Realty I*, 2025 WL 3282775.

for the Texas profit-sharing claim and to indemnification for the reasonable fees and costs incurred in connection with the PBI litigation.[23] The Parties have since stipulated to certain amounts associated with that Pennsylvania litigation.[24] What remains is their disagreement over the balance of Wild Fork's fees and costs—most significantly, whether the Ground Lease provides an additional contractual basis for recovery and whether the various fees incurred throughout this litigation must be divided among the Parties' different claims and agreements.

II. PARTIES' CONTENTIONS

Wild Fork contends that it is entitled to recover all of its requested attorney's fees because the Court already determined, under Texas Civil Practice and Remedies Code § 38.001, that Wild Fork is entitled to recover its reasonable attorneys' fees incurred in enforcing the Profit-Sharing Provision as the prevailing party on that claim.[25] Wild Fork further argues that, independent of Texas law, Section 19 of the Ground Lease separately entitles it to recover attorney's fees and costs as the prevailing party in litigation connected to the Lease.[26] According to Wild Fork, even

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[23] *Id*. at *5–6, *13–14.

[24] *See* D.I. 106.

[25] *See generally* Wild Fork's Application for Fees and Costs; *First Hartford Realty I*, 2025 WL 3282775).

[26] Wild Fork's Application for Fees and Costs 6–7.

if the Court doesn't find that *all* its fees are permitted by contract or statute, the various issues and facts were so intertwined that the legal work performed cannot reasonably be segregated between recoverable and unrecoverable claims.[27] Wild Fork therefore maintains that being so it is still entitled to recover *all* attorney's fees and litigation costs incurred in this action.[28]

First Hartford contends that the Court's post-trial decision authorized only a limited fee award tied to Wild Fork's enforcement of the Profit-Sharing Provision under Texas law and didn't award fees under Section 19 of the Ground Lease.[29] It believes Wild Fork improperly seeks to expand the scope of the Court's ruling by attempting to recover fees related to claims on which First Hartford prevailed, including the rent-adjustment and diminution-in-value disputes.[30] Thus, it asserts that Texas law required Wild Fork to segregate recoverable fees from unrecoverable fees and that Wild Fork failed to do so.[31] Finally, First Hartford challenges the reasonableness and recoverability of the requested costs, arguing that several categories of expenses are not recoverable under the applicable statutes or

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27 *See generally id*.

28 *See generally id*.

29 *See generally* First Hartford's Resp. (D.I. 110); *First Hartford Realty I*, 2025 WL 3282775.

30 *See generally* First Hartford's Resp.

31 *See generally id*.

agreements[32] and that Wild Fork's request for costs is too expansive.[33]

III. APPLICABLE LEAGAL STANDARDS

The Court has considerable discretion in determining the reasonableness of an award of attorneys' fees.[34] The party seeking an award of attorney's fees and expenses shoulders the burden of establishing: (1) that there is a valid contractual or other legal basis for shifting fees from one party to another; and, (2) that the amount sought is reasonable.[35] In reviewing a fee award pursuant to a prevailing-party contract provision, the Court will "generally exclude excessive, redundant, duplicative, or otherwise unnecessary hours[.]"[36] For a court to assess reasonableness, Delaware precedent "directs a judge to consider the factors set forth in the Delaware Lawyers' Rules of Professional Conduct."[37] The Rule 1.5(a) factors are:

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[32] *Id*. at 13–17.

[33] *Id*. at 17–20.

[34] *Mahani v. EDIX Media Corp.*, 935 A.2d 242, 245 (Del. 2007); *Gerlofs v. Citizens Bank, N.A.*, 2024 WL 1855354, at *8 (Del. Super. Ct. Apr. 29, 2024) ("As noted, the Court has substantial discretion on these issues because determining a reasonable fee is necessarily an imprecise exercise.") (quotations omitted).

[35] *River Valley Ingredients, LLC, et al. v. Am. Proteins, et al.*, 2026 WL 1182418, at *4 (Del. Super. Ct. Apr. 30, 2026); *Roma Landmark Theaters, LLC v. Cohen Exhibition Co. LLC*, 2021 WL 5174088, at *3 (Del. Ch. Nov. 8, 2021).

[36] *All Pro Maids, Inc. v. Layton*, 2004 WL 3029869, at *5 (Del. Ch. Dec. 20, 2004).

[37] *Mahani*, 935 A.2d at 246.

(1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) The fee customarily charged in the locality for similar legal services;

(4) The amount involved and the results obtained;

(5) The time limitations imposed by the client or by the circumstances;

(6) The nature and length of the professional relationship with the client;

(7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) Whether the fee is fixed or contingent.[38]

IV. ANALYSIS

The Court addresses Wild Fork's application in three steps. First, the Court considers whether Wild Fork is *entitled* to recover all its attorneys' fees under the applicable contractual and statutory provisions. It is. Second, the Court considers whether the amount requested is *reasonable* under the circumstances of this litigation. It is. Third, the Court addresses Wild Fork's request for costs, permitting some categories of costs while declining others.

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[38] *Id*. at 245.

A. WILD FORK HAS A STATUTORY AND CONTRACTUAL BASIS TO REQUEST ALL OF ITS ATTORNEYS' FEES.

The Parties—in one way or another—agree that Wild Fork is entitled to recover attorney's fees, but they disagree as to what precisely is encompassed within that entitlement.[39] Factually, the multiplicity of agreements and two different fee-shifting legal bases create some confusion. But the situation becomes clear when the relevant agreements and fee-shifting provisions are examined incrementally.

To address First Hartford's aggrievements, Wild Fork's application can be conceptualized as involving three distinct categories.[40] The first consists of fees recoverable under Texas law, which the Court already awarded in connection with Wild Fork's successful breach-of-contract claim under the MDC.[41] In First Hartford's view, this statutory entitlement represents *the only basis* upon which Wild Fork may recover fees.[42] The second category encompasses fees recoverable under Section 19 of the Ground Lease, which includes—among other items—the change order litigation underlying the majority of this suit.[43] First Hartford argues that Wild

[39] *See generally* Wild Fork's Application for Fees and Costs; First Hartford's Resp.

[40] *See generally* First Hartford's Resp.

[41] *See generally* Wild Fork's Application for Fees and Costs; *First Hartford Realty I*, 2025 WL 3282775; *see also* First Hartford's Resp. 2.

[42] First Hartford's Resp. 2–3.

[43] Wild Fork's Application for Fees and Costs 6–7; First Hartford's Resp. 2–3.

Fork isn't entitled to those because the Court didn't identify them in its post-trial decision.[44] The third category consists of all remaining issues litigated in this action, including the rent-adjustment dispute and the related diminution in the sales price of the Horsham property.[45] First Hartford advances generalized objections to particular components of Wild Fork's fee application within this third category.[46] In essence, First Hartford asks the Court to require Wild Fork to segregate its fees among these categories so that First Hartford bears responsibility only for those fees it believes are compensable.[47] The Court discusses each in turn.

1. <u>The First Category</u>: Wild Fork is entitled to recover attorney's fees under Texas Civil Practice and Remedies Code § 38.001.

The first category consists of attorney's fees recoverable under Texas law in connection with Wild Fork's successful breach-of-contract claim under the MDC. The Court has already determined that Wild Fork is entitled to recover its reasonable attorney's fees on that claim pursuant to Texas Civil Practice and Remedies Code § 38.001, and the Parties don't meaningfully dispute that legal conclusion.[48] Their

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[44] *See* First Hartford's Resp. 2–3.

[45] *See generally* Wild Fork's Application for Fees and Costs; *First Hartford Realty I*, 2025 WL 3282775; *see also* First Hartford's Resp. 10–12.

[46] *See* First Hartford's Resp. 10–12; *see generally* Wild Fork's Application for Fees and Costs.

[47] *See generally* First Hartford's Resp.

[48] *See generally* Wild Fork's Application for Fees and Costs; First Hartford's Resp.; *First*

disagreement concerns only the scope of the recoverable fees and whether Wild Fork may recover additional fees under other concepts—thus, any further discussion of the Texas statute is best left to the third category.

2. The Second Category: Wild Fork is the prevailing party under Pennsylvania law, and therefore, it is due its attorney's fees under Section 19 of the Ground Lease.

The second category of fees is resolved solely by a discussion of the prevailing party provision of the Ground Lease. That category includes work relating to the Parties' disputes over their respective contractual obligations in Horsham, Pennsylvania, including the relocation of the electrical transformer, the decorative lighting required by Horsham Township, the "Welcome to Horsham" sign, and the construction of new sidewalks.[49] Under Section 19, the lease states: "19. PREVAILING PARTY. In the event of litigation between [First Hartford] and [Wild Fork] in connection with this Lease, the reasonable attorneys' fees and court costs

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Hartford Realty I, 2025 WL 3282775. Of course, First Hartford argues that Wild Fork can't obtain an award under the Texas Code for succeeding against First Hartford's affirmative defenses, for that section only "permits recovery only for a party that prevails on a contract claim, not one that merely defeats a contract claim." First Hartford's Suppl. 3 (D.I. 114) (citing *Cytogenix, Inc. v. Waldroff*, 213 S.W.3d 479, 490–91 (Tex. App. 2006)); *Prosper Florida, Inc. v. Spicy World of USA, Inc.*, 649 S.W.3d 661, 680 (Tex. App. 2022). No doubt, this is true in many respects under Texas law. But this is an aspect of fee segregation that will be discussed in the Third Category.

[49] Wild Fork's Application for Fees and Costs 6–7; First Hartford's Resp. 2–3; *see generally First Hartford Realty I*, 2025 WL 3282775.

incurred by the party prevailing in such litigation shall be borne by the non-prevailing party."[50] Before it considers the Parties' arguments, the Court begins—as it should—with whether Wild Fork is a prevailing party under this provision.

As already explained in its post-trial decision, the Ground Lease is governed by the laws of Pennsylvania.[51] Thus to determine which party should obtain fees, the Court looks to Pennsylvania law.[52] It can be difficult to determine the "prevailing party" of a contract dispute when both parties have succeeded in some aspect of the litigation. In these mixed-verdict cases, Pennsylvania courts assess the "prevailing party" by asking which party "gain[ed] ascendency through strength or superiority"[53] or "obtain[ed] the relief sought,"[54] evaluating the litigation as a whole rather than tallying isolated wins and losses.[55] A party still may be deemed to have

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50 Ground Lease § 19.

51 *First Hartford Realty I*, 2025 WL 3282775, at *6.

52 Like Courts of Delaware, Pennsylvania Courts attempt to find the meaning of words like "prevailing party" in the text of the agreement that permits fees and use typical interpretation tools to do so, but such terms also have a legally accepted definition. *Riverview Carpet & Flooring, Inc. v. Presbyterian SeniorCare*, 299 A.3d 937, 982–84 (Pa. Super. Ct. 2023); *Bako Pathology LP v. Bakotic*, 288 A.3d 252, 280 (Del. 2022).

53 *Profit Wize Mktg. v. Wiest*, 812 A.2d 1270, 1275 (Pa. Super. Ct. 2002) (quoting *Prevail*, MIRRIAM-WEBSTER'S DICTIONARY 924 (7th ed.)); *Riverview Carpet & Flooring*, 299 A.3d at 982.

54 *Profit Wize Mktg.*, 812 A.2d at 1275 (quoting *Prevail*, BLACK'S LAW DICTIONARY 1206 (7th ed.)); *Riverview Carpet & Flooring*, 299 A.3d at 982.

55 *Profit Wize Mktg.*, 812 A.2d at 1275; *Talbert v. Pennsylvania Pub. Util. Comm'n*, 345 A.3d 389, 396 (Pa. Commw. Ct. 2025) ("The determination of whether a party is the prevailing party involves analyzing who succeeded on significant issues and obtained the benefits sought.").

"prevailed" even where the opposing side succeeded on certain counterclaims, defenses, or discrete issues.[56] Damages are considered, but are not controlling—because "regardless of the amount of damages awarded,"[57] the focus remains on who the court ultimately declared the "winner" and in whose favor judgment was entered.[58]

Undoubtedly, Wild Fork *is* the prevailing party with respect to the Ground Lease issues under Pennsylvania law.[59] And First Hartford doesn't meaningfully contest that.[60] Instead, First Hartford asks the Court to hold that Wild Fork forfeited the right to request a contractual entitlement simply because the Court's post-trial decision didn't expressly reference Section 19 as a basis for fee shifting.[61] But First Hartford cites no authority—and the Court has found none—suggesting that a prevailing party waives a contractual right to attorney's fees unless the Court specifically identifies that right in its merits decision.[62]

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[56] *Riverview Carpet & Flooring*, 299 A.3d at 982–84.

[57] *Profit Wize Mktg.*, 812 A.2d at 1275 (quoting *Prevailing Party*, BLACK'S LAW DICTIONARY 1145 (7th ed.)).

[58] *Id*. at 1275; *Riverview Carpet & Flooring*, 299 A.3d at 982–84; *Talbert*, 345 A.3d at 396.

[59] *See generally First Hartford Realty I*, 2025 WL 3282775.

[60] First Hartford's Resp. 2–3 (D.I. 110).

[61] *Id*.

[62] *See generally id*. And experientially, it seems attorney's fees and cost issues are rarely addressed directly in a trial court's post-trial decision resolving the winners and losers on the

Nor is there any basis for such a rule.[63] Wild Fork timely sought attorney's fees, and the Ground Lease expressly provides that the non-prevailing party must bear the reasonable attorney's fees and costs incurred by the prevailing party.[64] Because Wild Fork is the prevailing party under Pennsylvania law, it is entitled to enforce that contractual provision according to its terms. The Court's earlier discussion of Wild Fork's entitlement to fees under the Profit-Sharing Provision didn't extinguish or limit Wild Fork's separate and independent right to recover fees. Accordingly, Wild Fork is entitled to attorney's fees relating to the Ground Lease.

3. <u>The Third Category</u>: Wild Fork has adequately segregated the limited fees attributable to issues on which it did not prevail.

The final category concerns fees that First Hartford says fall outside the fee-shifting provisions discussed above. Its principal objection is directed to the rent-adjustment and related diminution-in-value issues, on which First Hartford prevailed

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substantive issues.

63 In fact, the Court stated that the Wild Fork was permitted to make an application for reasonable attorney's fees and costs. *First Hartford Realty Corp. v. Food Ventures N. Am., Inc.*, 2025 WL 3282775, at *16 (Del. Super. Ct. Nov. 25, 2025); *cf. Dreisbach v. Walton*, 2014 WL 5426868, at *8 (Del. Super. Ct. Oct. 27, 2014) (finding an application for attorney's fees, like costs, can be made after decision); *Braga Inv. & Advisory, LLC v. Yenni Income Opportunities Fund I, L.P.*, 2020 WL 5416516, at *1 (Del. Ch. Sept. 8, 2020) (discussing that a request for attorney's fees is inappropriate to press if against the court's "specific directives"); *Pope Investments LLC v. Marilyn Abrams Living Tr.*, 2018 WL 3472191, at *1 (Del. July 18, 2018) ("It is inefficient for parties to raise collateral post-judgment proceedings regarding attorneys' fees.").

64 *See generally* Wild Fork's Application for Fees and Costs; Ground Lease § 19.

at trial.[65] First Hartford contends that fees attributable to those issues must be removed from Wild Fork's request.[66] It also raises a broader concern that Wild Fork's billing records may contain other non-compensable time.[67]

There is little disagreement with the general premise. Where a party seeks fees for work encompassing both compensable and non-compensable claims, it must make a good-faith effort to segregate those amounts when segregation is reasonably possible.[68] The required exercise, however, is one of reasonable segregation—not a line-by-line reconstruction of litigation that involved substantially overlapping facts and legal work.[69]

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[65] First Hartford's Resp. 10–12.

[66] *Id*.

[67] *See generally id*.

[68] *Twp. of S. Whitehall v. Karoly*, 891 A.2d 780, 786 (Pa. Commw. Ct. 2006) (quoting *Okot ex rel. Carlo v. Conicelli*, 180 F. Supp. 2d 238, 243 (D. Me. 2002)) ("Once the prevailing party has established the relatedness of the claims it is the opposing party's 'burden to establish a basis for segregating the hours spent on the successful and unsuccessful claims.'"); *Peterson Enterprises, Inc. v. Brace Indus. Contracting, Inc.*, 2020 WL 57156, at *2 (Del. 2020) ("Where a party asserts more than one claim and is entitled to recover costs for one or more but not others, the party must make a good faith effort to segregate costs between those claims for which it is entitled to recover costs and those it is not."); *Tony Gullo Motors I, L.P. v. Chapa*, 212 S.W.3d 299, 311 (Tex. 2006) ("As a result, fee claimants have always been required to segregate fees between claims for which they are recoverable and claims for which they are not.").

[69] *Tony Gullo Motors I*, 212 S.W.3d at 313–14 ("[I]t is only when discrete legal services advance both a recoverable and unrecoverable claim that they are so intertwined that they need not be segregated."); *cf. Ambrose v. Citizens Nat. Bank of Evans City*, 5 A.3d 413, 420 (Pa. Super. Ct. 2010); *NewWave Telecom & Techs., Inc. v. Jiang*, 2024 WL 4564150, at *4 (Del. Super. Ct. Oct. 24, 2024).

That is what occurred here. At the June 15 hearing, the Court directed Wild Fork to review its request again and determine, in good faith, whether any fees should be removed under the applicable standards.[70] Wild Fork did so. Counsel re-reviewed the billing records and specifically identified entries relating directly or indirectly to the rent-adjustment claim—the only discrete claim on which Wild Fork did not completely prevail.[71] It removed entries and reduced $33,436.50 of Wild Fork's requested attorney's fees.[72]

The Court is satisfied with that effort. The rent-adjustment dispute was a relatively minor component of this litigation. As the supplemental affidavit reflects, there were few billing entries devoted specifically to it, limited discovery concerning it, and comparatively little trial testimony or documentary evidence directed to that issue. The overwhelming bulk of the litigation concerned the competing breach-of-contract claims arising from the Horsham Change Order and the related contractual disputes on which Wild Fork prevailed.

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[70] D.I. 112.

[71] Wild Fork's Suppl. Fee Aff.

[72] *Id.*

a. First Hartford's remaining objections are without merit.

Lastly, the Court turns to First Hartford's two remaining remonstrances regarding Wild Fork's entitlement to fees: (1) First Hartford contends that Wild Fork may not recover the attorney's fees incurred in preparing and defending this fee petition;[73] and, (2) it also argues that Wild Fork's application may include work performed before Wild Fork filed its counterclaim alleging breach of the Profit-Sharing Provision.[74] According to First Hartford, Wild Fork failed to segregate any such amounts from fees incurred in pursuing its successful breach claim.[75] Neither objection warrants any reduction in the requested award.

First Hartford's initial objection can be quickly disposed of. A party entitled to recover attorney's fees is ordinarily entitled to recover the reasonable fees incurred in obtaining that award.[76] First Hartford offers no basis to break that rule here.

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[73] First Hartford's Resp. 10–12.

[74] *Id.*

[75] *Id.*

[76] *1/2 Price Checks Cashed v. United Auto. Ins. Co.*, 344 S.W.3d 378, 383 (Tex. 2011) (discussing Tex. Civ. Prac. & Rem. Code Ann. § 38.001, "First, a wronged claimant may recover the full amount of her damages—including costs in having to litigate the suit—from the wrongdoer, so that she is made whole."). The Lease provides that, "[i]n the event of litigation between [First Hartford] and [Wild Fork] in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party." Ground Lease § 19. Under both Delaware and Pennsylvania law, clear and unambiguous contractual fee-shifting provisions are enforced according to their plain meaning. *Scion Breckenridge Managing Member, LLC v. ASB Allegiance Real Estate Fund*, 68 A.3d 665, 683–84 (Del. 2013); *Boro Const., Inc. v. Ridley Sch. Dist.*, 992 A.2d 208, 220 (Pa. Commw. Ct.

First Hartford's second objection rests entirely on speculation. It states:

> *To the extent* the Affidavits' Exhibits include Pennsylvania work, pre-counterclaim work unrelated to enforcing the Profit-Sharing Provision, or post-Decision services, those charges fall outside the fee award and must be excluded.[77]

First Hartford does not identify a single billing entry that is allegedly improper. It points to no specific charge in Exhibits A or B that predates the litigation or postdates the Court's post-trial decision in a way that would render it non-compensable.[78] And the Court has reviewed the Application and doesn't find any conspicuous issues.[79]

In substance, First Hartford does not contend that Wild Fork included unrecoverable fees; it contends only that Wild Fork may have done so. That isn't enough. It isn't the Court's role to second-guess good faith time entries by counsel, and in fact, "[d]etermining a reasonable fee award 'does not require that this court examine individually each time entry and disbursement.'"[80] A party opposing a fee

2010); *see generally Vinculum, Inc. v. Goli Techs., LLC,* 310 A.3d 231, 248 (Pa. 2024). Because the Lease requires the non-prevailing party to bear the prevailing party's reasonable attorney's fees "incurred" in litigation "in connection with this Lease," that provision encompasses the reasonable fees incurred in preparing and defending the prevailing party's application for attorney's fees.

77 First Hartford's Resp. 11–12 (emphasis added).

78 *See generally* First Hartford's Resp.; First Hartford's Suppl.

79 Wild Fork's requests are all dated within the timeframe of the litigation, between June 8th, 2023—when the litigation began—to January 9th, 2026—the latest fee request. *See* Wild Fork's Application for Fees and Costs, Ex. A–B; Wild Fork's Suppl. Fee Aff.

80 *In re Delaware Pub. Sch. Litig.*, 317 A.3d 251, 281 (Del. Ch. 2024) (quoting *Aveta Inc. v. Bengoa*, 2010 WL 3221823, at *6 (Del. Ch. Aug. 13, 2010)); *Facchina Constr. Litigations*, 2021

request must identify the challenged entries with some specificity and explain why those charges fall outside the scope of the award.[81] First Hartford has, instead, chosen a bare assertion. The Court will not undertake a wandering audit of Wild Fork's billing records based on a hypothetical concern unmoored to any *identifiable* defect in the Application. Wild Fork's fees are permitted.

In short, Wild Fork did what the Court asked it to do. It has revisited its bills, removed the identifiable time associated with the discrete issue on which First Hartford prevailed, made additional reductions for potentially questionable entries,

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WL 1118115, at *2 (Del. Super. Ct. Mar. 24, 2021); *Davis v. Crawford*, 700 S.W.3d 438, 454 (Tex. App. 2024) ("We are reluctant to require a trial court to generate findings that address the parties' disputes over the base lodestar calculation on a line-by-line basis, a process that would no doubt consume substantial time and resources. . . [(Continuing in Footnote 10]) . . . Likewise, although we must review the record to determine whether the award is supported by the evidence, we are not obligated to conduct a line-by-line assessment to determine whether some arbitrary combination of disputed time entries happens to reasonably correspond to the trial court's award."); *cf. In re Silverman*, 90 A.3d 771, 785 (Pa. Commw. Ct. 2014); *Boeing Co. v. Spirit Aerosystems, Inc.*, 2017 WL 6021423, at *3 (Del. Super. Ct. Dec. 5, 2017).

[81] *All Pro Maids*, 2004 WL 3029869, at *6 (explaining that the Court should review the application with an eye to the basis of the opposing party's objection, but a "conclusory objection [is] insufficient to warrant reduc[tion.]"); *Concord Steel, Inc. v. Wilmington Steel Processing Co., Inc.*, 2010 WL 571934, at *3 (Del. Ch. Feb. 5, 2010), *aff'd*, 7 A.3d 486 (Del. 2010) (finding a bare assertion by a party opposing fees to not satisfy the party's burden); *LCP Hurst Precinct Line, LLC v. Texas Taco Cabana, L.P.*, 2024 WL 2200202, at *10 (Tex. App. May 16, 2024) ("If [the party opposing the application] had desired to test the substance of each and every time entry, it should have done so . . . rather than asking the trial court to do the heavy lifting."); *Richards v. Ameriprise Fin., Inc.*, 217 A.3d 854, 872 (Pa. Super. Ct. 2019) ("It is our expectation that a trial court assessing the reasonableness of attorney fees will thoroughly scrutinize *the specific line items that are challenged*[.]") (emphasis added); *see also GMAC Bank v. HTFC Corp.*, 252 F.R.D. 253, 264 (E.D. Pa. 2008). Be assured, the Court has reviewed the time entries. It just doesn't see what First Hartford decries.

and submitted a materially reduced request. Given the comparatively minor role the rent-adjustment issue played in this litigation and the substantial overlap among the remaining work, the Court finds that Wild Fork's revised submission constitutes a sufficient good-faith segregation under the applicable law. No further reduction is warranted.

B. The Court finds Wild Fork's attorney's fees request reasonable.

Having completed the first step of the analysis—determining Wild Fork's entitlement to fees—the Court next considers reasonableness. Given that the entitlement is governed by both Texas and Pennsylvania law, the Court therefore looks to the law of both states in assessing reasonableness.[82]

Both states use the "lodestar" method. Under Texas law,

> the fact finder's starting point for calculating an attorney's fee award is determining the reasonable hours worked multiplied by a reasonable hourly rate, and the fee claimant bears the burden of providing sufficient evidence on both counts. Sufficient evidence includes, at a minimum, evidence of (1) particular services performed, (2) who performed those services, (3) approximately when the services were performed, (4) the reasonable amount of time required to perform the services, and (5) the reasonable hourly rate for each person performing

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[82] *See Immedient Corp. v. HealthTrio, Inc.*, 2007 WL 656901, at *2 (Del. Super. Ct. Mar. 5, 2007) ("Because the ability to collect attorneys' fees in this case is provided by a contract bound by California law, the Court agrees with Defendant that California law governs the reasonableness of those fees."); *El Paso Nat. Gas Co. v. Amoco Prod. Co.*, 1994 WL 728816, at *6 (Del. Ch. Dec. 16, 1994) (applying Texas law to determine the amount and reasonableness of fees arising from a Texas contract litigated in Delaware).

> such services. This base lodestar figure should approximate the reasonable value of legal services provided in prosecuting or defending the prevailing party's claim through the litigation process. And the lodestar calculation should produce an objective figure that approximates the fee that the attorney would have received had he or she properly billed a paying client by the hour in a similar case. This readily administrable and objectively reasonable calculation is the standard for calculating the reasonableness and necessity of attorney's fees in a fee-shifting situation.[83]

And in our bordering sister, Pennsylvania,

> [t]he method begins with the number of hours reasonably expended multiplied by a reasonable hourly rate. This calculation provides an objective basis on which to make an initial estimate of the value of the lawyer's services. The party seeking attorneys' fees bears the initial burden of demonstrating the reasonableness of the fees by submitting evidence supporting the hours worked and the rates claimed. The party challenging the fee request bears the burden of proving that the fee request is unreasonable, and if it meets that burden, the lodestar amount may be adjusted at the court's discretion.[84]

* * *

> What is a fair and reasonable fee is sometimes a delicate, and at times a difficult question. The facts and factors to be taken into consideration in determining the fee or compensation payable to an attorney include: the amount of work performed; the character of the services rendered; the difficulty of the problems involved; the importance of the litigation; the amount of money or value of the property in question; the degree of responsibility incurred; whether the fund involved was "created" by the attorney; the professional skill and standing of the attorney in his

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83 *Rohrmoos Venture v. UTSW DVA Healthcare, LLP*, 578 S.W.3d 469, 498 (Tex. 2019) (internal citations omitted).

84 *Carlyle Condo. Ass'n v. Spruce St. Properties, Ltd.*, 2024 WL 238820, at *3 (Pa. Super. Ct. Jan. 23, 2024) (quoting *Richards*, 217 A.3d at 866 n.14)).

> profession; the results he was able to obtain; the ability of the client to pay a reasonable fee for the services rendered; and, very importantly, the amount of money or the value of the property in question.[85]

The Texas and Pennsylvania standards in many ways mirror Delaware's in determining a reasonable fee award.[86]

Under those standards, Wild Fork has calculated its attorney's fees as $732,581 using the lodestar method.[87] The record reflects detailed billing entries identifying the services performed, the attorneys and professionals performing those services, the time expended, and the rates charged. Those records demonstrate that counsel's work was extensive, necessary, and directed toward the central and dispositive issues in this litigation.

The Court finds that the rates charged and hours expended by Wild Fork's counsel were reasonable in light of the complexity of the litigation, the commercial nature of the dispute, the experience and skill of counsel, and prevailing market rates for comparable commercial litigation matters in Delaware and similar legal markets. The Court likewise finds no basis warranting a reduction of the requested attorneys'

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85 *Carlyle Condo. Ass'n*, 2024 WL 238820, at *3 (quoting *In re LaRocca's Tr. Estate*, 246 A.2d 337, 339 (Pa. 1968)).

86 *Compare Rohrmoos Venture*, 578 S.W.3d at 498; *Carlyle Condo. Ass'n*, 2024 WL 238820, at *3 *with Mahani*, 935 A.2d at 247.

87 Wild Fork's Suppl. Fee Aff.

fees.[88] Wild Fork's Attorneys' Fee request is **GRANTED**.

C. Wild Fork's Application for Costs is permitted, in part.

Wild Fork seeks recovery of costs under overlapping authorities, including Texas Civil Practice and Remedies Code §§ 31.007 and 38.001, Delaware Superior Court Civil Rule 54, and Section 19 of the Ground Lease, which expressly permits recovery of "court costs."[89] Many of the requested categories of costs fall within

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[88] First Hartford argues that an attorney's fee award amounting to approximately 75% of Wild Fork's recovery is disproportionate to the degree of success obtained and therefore warrants a downward adjustment. First Hartford's Resp. 16–17. The Court doesn't find the requested award disproportionate merely because the attorney's fees constitute a substantial percentage of Wild Fork's monetary recovery. *Mahani*, 935 A.2d at 248 ("[T]here is no law that stipulates that the amount of the prevailing party's attorneys' fees and other expenses awarded pursuant to a contractual fee provision must be less than or in proportion to the amount of its award for damages."); *Ambrose*, 5 A.3d at 418 ("Pennsylvania does not employ a strict rule of proportionality."). The Texas Court of Appeals has acknowledged that "[e]ven fees which amount to three times the amount of actual damages may be reasonable . . ." *Cordova v. Sw. Bell Yellow Pages, Inc.*, 148 S.W.3d 441, 448 (Tex. App. 2004) (citing *Murrco Agency, Inc. v. Ryan*, 800 S.W.2d 600, 602 (Tex. App. 1990)). And ultimately that is the bargain that parties agree when they incorporate fee shifting into their agreements. *SIGA Techs., Inc. v. PharmAthene, Inc.*, 67 A.3d 330, 352 (Del. 2013) ("In contract litigation, where the contract contains a fee-shifting provision, we will enforce that provision.").

[89] Ground Lease § 19. Because the Ground Lease limits itself to "court costs," the Court reads it to mean normative Rule 54 costs rather than some all-encompassing award.

"These costs arise out of the following: (1) $32,149.38 in ESI Database Costs, as a result of storing over 45,000 documents and 70.59 GB of data throughout the course of this litigation; (2) travel expenses for travel to depositions, mediation, and trial, including $5,837.38 in airfare, $10,210.76 in hotel charges, $1,179.06 in Uber/Lyft/Cab charges, and $217.25 for parking; (3) $803.17 in shipping charges; (4) $9,227.75 in expert fees; (5) $2,890.41 in costs incurred performing legal research; (6) $24,068.07 in court reporter and transcript costs; (7) $375.38 in service of process costs; (8) $3,391.55 in filing fees; and (9) $3,646.5 in copying and printing costs." Wild Fork's Application for Fees and Costs 12.

overlapping areas of potential recoverability under those authorities,[90] each of which likewise affords the Court discretion in determining whether such costs are reasonable and recoverable.[91]

The Court is satisfied that Texas law, Rule 54, and Section 19 together provide a sufficient basis for recovery of several categories of requested costs. Specifically, the Court finds that court reporter costs,[92] service-of-process and filing fees,[93] and

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[90] *See* TEX. CIV. PRAC. & REM. CODE §§ 31.007, 38.001 (West 2025) ("(1) fees of the clerk and service fees due the county; (2) fees of the court reporter for the original of stenographic transcripts necessarily obtained for use in the suit; (3) masters, interpreters, and guardians ad litem appointed pursuant to these rules and state statutes; and (4) such other costs and fees as may be permitted by these rules and state statutes."); *Waste Mgmt. of Texas, Inc. v. Texas Disposal Sys. Landfill, Inc.*, 2014 WL 6705741, at *4 (Tex. App. Nov. 14, 2014); Del. Super. Ct. Civ. R. 54(d); *NewWave Telecom & Techs., Inc. v. Jiang*, 2024 WL 4564150, at *7 (Del. Super. Ct. Oct. 24, 2024); Ground Lease § 19 ("19. PREVAILING PARTY. In the event of litigation between [First Hartford] and [Wild Fork] in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.").

[91] TEX. CIV. PRAC. & REM. CODE ANN. § 31.007 (West 2025) ("A judge of any court *may* include in any order or judgment all costs") (emphasis added); *see* Super. Ct. Civ. R. 54; *Dewey Beach Lions Club v. Longacre*, 2006 WL 2987052, at *1 (Del. Ch. Oct. 11, 2006) (focusing fees of such a nature that "[a] party cannot litigate a case without incurring these costs."); *but see Fina v. Fina*, 737 A.2d 760, 770 (Pa. Super. Ct. 1999) (finding that where costs were expressly provided for in contract, the provision must be enforced as written).

[92] TEX. CIV. PRAC. & REM. CODE § 31.007 (West 2025) ("(2) fees of the court reporter for the original of stenographic transcripts necessarily obtained for use in the suit"); *Waste Mgmt. of Texas*, 2014 WL 6705741, at *4; *River Valley Ingredients*, 2026 WL 2098226, at *5.

[93] *See* TEX. CIV. PRAC. & REM. CODE § 31.007 (West 2025); Super. Ct. Civ. R. 54; Ground Lease § 19 ("19. PREVAILING PARTY. In the event of litigation between [First Hartford] and [Wild Fork] in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.").

expert-related costs[94] were reasonably incurred in connection with litigating this action and are recoverable under the authorities cited by Wild Fork.

The Court reaches a different conclusion as to Wild Fork's remaining requested expenses. Wild Fork has not demonstrated that the ESI database and hosting expenses were reasonably necessary to the litigation, as opposed to costs incurred for the convenience of counsel or as part of the ordinary expense of managing electronic discovery. The Court therefore declines to shift those expenses to First Hartford. The Court reaches the same conclusion as to Wild Fork's legal travel expenses incurred,[95] research charges,[96] shipping expenses,[97] and copying and printing costs.[98] Those items are either insufficiently tied to costs reasonably necessary to litigate the action or are more appropriately treated as ordinary litigation

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94 *Spencer v. Wal-Mart Stores E., LP*, 2007 WL 4577579, at *1 (Del. Super. Ct. Dec. 5, 2007).

95 *Comrie v. Enterasys Networks, Inc.*, 2004 WL 936505, at *4 (Del. Ch. Apr. 27, 2004) ("[O]ur courts have disallowed recovery for certain items, such as photocopying, transcripts, travel expense, and computer research.")

96 *FGC Holdings Ltd. v. Teltronics, Inc.*, 2007 WL 241384, at *17 (Del. Ch. Jan. 22, 2007) ("Under case law, 'costs' are not identical to 'expenses'; our courts have defined costs as those 'expenses necessarily incurred in the assertion of [a] right in court,' such as court filing fees, fees associated with service of process or costs covered by statute. Thus, items such as computerized legal research, transcripts, or photocopying are not recoverable.") (quoting *Comrie*, 2004 WL 936505, at *4).

97 *Kuratle Contracting, Inc. v. Linden Green Condo., Ass'n*, 2014 WL 5391291, at *9 (Del. Super. Ct. Oct. 22, 2014) ("Courier services have also been found not compensable.").

98 *Waste Mgmt. of Texas*, 2014 WL 6705741, at *4; *FGC Holdings*, 2007 WL 241384, at *17.

expenses borne by the party incurring them. On this record, the Court finds no reasonable basis to require First Hartford to bear those expenses and denies that portion of Wild Fork's request.

V. CONCLUSION

For the foregoing reasons, the Court orders the following:

- Wild Fork's requested attorneys' fees in the amount of $732,581 is **GRANTED**.

- Wild Fork's request for $9,227.75 in expert fees; $24,068.07 in court reporter and transcript costs; $375.38 in service of process costs; and $3,391.55 in filing fees is **GRANTED**.

- Wild Fork's request for $32,149.38 in ESI Database Costs; $5,837.38 in airfare; $10,210.76 in hotel charges; $1,179.06 in Uber/Lyft/Cab charges; $217.25 in parking; $803.17 in shipping charges; $2,890.41 in costs incurred performing legal research; and $3,646.50 in copying and printing costs is **DENIED**.

- To the extent required, the additional fee award already stipulated by the Parties is **GRANTED.**

Accordingly, the Parties shall confer and submit for the Court's signature an appropriate form of final order and judgment on or before September 15, 2026.

IT IS SO ORDERED.

/s/ Paul R. Wallace

Paul R. Wallace, Judge