

EXHIBIT A

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Charles P. Kocoras	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 3456	DATE	December 2, 2008
CASE TITLE	SEG Liquidation Co. et al vs. Stevenson		

DOCKET ENTRY TEXT

Plaintiffs' petition [74] for award of attorneys' fees against defendant Hugo Stevenson is granted in the amount of \$111,681.75.

■ [For further details see text below.]

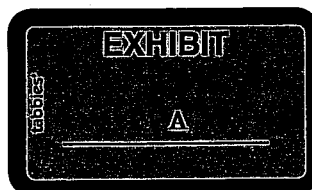
Docketing to mail notices.

ORDER

This matter comes before the court on the petition of Plaintiff SEG Liquidation Company, LLC ("SEG Liquidation") for an award of attorneys' fees against Defendant Hugo Stevenson. In August 2008, summary judgment was entered against Stevenson, with \$654,306.47 in damages awarded to SEG Liquidation and \$183,354.25 awarded to Plaintiff Thomas Lesko. Relying upon the loan documents at issue, personal guaranties Stevenson executed, and promissory notes signed by Stevenson, SEG Liquidation requests \$111,681.75 in attorneys' fees.

Under the so-called "American rule," a party to a lawsuit pays its own attorneys' fees absent some sort of authority to shift the burden, such as a statute, a rule of procedure, or prior agreement of the parties. *See, e.g.*, 42 U.S.C. § 1988; *West Lafayette Corp. v. Taft Contracting Co., Inc.*, 178 F.3d 840, 842 (7th Cir. 1999); Fed. R. Civ. Proc. 37(a)(4)(A). The contracts at issue in this case all contain provisions for awards of attorneys' fees.

As the party seeking an award of fees, SEG Liquidation bears the burden of proving both the reasonableness of the number of hours worked and of the rates claimed. *See Spagon v. Catholic Bishop of Chicago*, 175 F.3d 544, 550 (7th Cir. 1999). To satisfy this burden, the company has made the uncontested representation that it has been billed these amounts by its firm, and the bills have been paid. That the client



ORDER

considered the attorneys' work to be worth a billed amount constitutes the best evidence of the reasonable market value of the services rendered. *See Stark v. PPM America, Inc.*, 354 F.3d 666, 675 (7th Cir. 2004). Once a party requesting fees presents evidence of the market rate for its services, the burden shifts to the party opposing the award to show that the rate should be lowered. *Id.* at 674-75. Stevenson has not responded to the instant petition and therefore has offered no argument or evidence that would support lowering the rates of SEG Liquidation's attorneys. Accordingly, we conclude that the rates charged were reasonable.

With respect to the number of hours worked, SEG Liquidation has supplied its billing records with detailed descriptions of the billing attorney's activities. Though the number of hours is undoubtedly high, this case has been hotly contested from its inception, and the large amount of work is accordingly not surprising. Stevenson has not contested the numbers stated or attempted to separate out work performed solely on behalf of Lesko in his individual capacity as co-guarantor. Thus, we conclude that the number of hours worked is reasonable and award fees in the amount resulting from the product of the number of hours worked and the rates charged: \$111,681.75.

Dated: December 2, 2008



CHARLES P. KOCORAS
U.S. District Court Judge