

JUN 28 2016

NOT FOR PUBLICATION

SUSAN M. SPRAUL, CLERK
U.S. BKCY. APP. PANEL
OF THE NINTH CIRCUIT

UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT

In re:) BAP No. EC-15-1291-DTaju
)
 6 YOUSIF H. HALLOUM,) Bk. No. 12-21477-CMK
)
 7 Debtor.)
)
 8 _____)
 9 YOUSIF H. HALLOUM,)
)
 10 Appellant,)
)
 11 v.) **MEMORANDUM**¹
)
 12 MCCORMICK, BARSTOW, SHEPPARD,)
 13 WAYTE & CARRUTH; HILTON A.)
 14 RYDER,)
)
 Appellees.)
 _____)

Submitted Without Oral Argument
on June 23, 2016

Filed - June 28, 2016

Appeal from the United States Bankruptcy Court
for the Eastern District of California

Honorable Christopher M. Klein, Bankruptcy Judge, Presiding

Appearances: _____
 Appellant Yousif H. Halloum, pro se on brief;
 Scott M. Reddie of McCormick, Barstow, Sheppard,
 Wayte & Carruth LLP on brief for appellees.

Before: DUNN, TAYLOR, and JURY, Bankruptcy Judges.

¹ This disposition is not appropriate for publication. Although it may be cited for whatever persuasive value it may have (see Fed. R. App. P. 32.1), it has no precedential value. See 9th Cir. BAP Rule 8024-1.

1 Previously, chapter 7² debtor, Yousif H. Halloum, appealed
2 an order ("Fee Order") awarding chapter 11 administrative
3 expenses to his former attorney. The Panel vacated and remanded
4 to the bankruptcy court based on a lack of adequate findings to
5 support the Fee Order. (See Halloum v. McCormick, Barstow,
6 Sheppard, Wayte & Carruth LLP (In re Halloum), BAP
7 No. EC-14-1219-JuKuPa, 2015 WL 2386554 (9th Cir. BAP May 19,
8 2015) ("Halloum I").

9 On remand, the bankruptcy court made detailed findings and
10 reinstated the Fee Order ("Reinstated Order"). The debtor has
11 now appealed the Reinstated Order.³

12 We AFFIRM.

13 I. BACKGROUND

14 Because the facts underlying this dispute are set forth in
15 detail in Halloum I, we need only summarize them here.

16 Mr. Halloum filed a chapter 11 petition on January 26, 2012.
17 McCormick, Barstow, Shepard, Wayte & Carruth LLP ("Law Firm") was
18 employed as chapter 11 counsel for Mr. Halloum on Mr. Halloum's
19 application filed on February 10, 2014. The order ("Employment
20

21 ² Unless specified otherwise, all chapter and section
22 references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, and
23 all "Rule" references are to the Federal Rules of Bankruptcy
24 Procedure, Rules 1001-9037.

25 ³ On April 1, 2016, Mr. Halloum filed in this appeal his
26 "Ex Parte 'Appellant's Supplemental Brief' With Request to
27 Supplement the Records Regarding Trustee's Violation of
28 Bankruptcy Code § 707(b)- Substantial Abuse." The caption
contains four other pending BAP appeals. The substance of the
pleading has nothing to do with the matter presently before this
Panel. Accordingly, we do not address it.

1 Order") authorizing the Law Firm's employment stated in relevant
2 part:

3 Compensation will be at the 'lodestar rate' at the time
4 that services are rendered in accordance with the Ninth
5 Circuit decision in In re Manoa Fin. Co., 853 F.2d 687
6 (9th Cir. 1988). No hourly rate referred to in the
application is approved unless unambiguously so stated
in this order or in a subsequent order of this court.

7 During the pendency of the chapter 11 case, the Law Firm
8 submitted five applications ("Interim Fee Applications") for
9 payment of interim fees and expenses, on May 2, June 27, and
10 September 6, 2012, and on January 31 and May 28, 2013. Each of
11 the Interim Fee Applications was supported by a declaration
12 signed by Mr. Halloum, which stated that he had reviewed the
13 Interim Fee Applications and approved the fees and expenses as
14 requested. The fees approved by Mr. Halloum in this process
15 totaled \$116,067. The Law Firm also filed an interim fee
16 application on October 8, 2013, but withdrew it after Mr. Halloum
17 refused to provide a declaration approving the fees. For the
18 first time Mr. Halloum now asserted that Hilton A. Ryder, a
19 partner with the Law Firm, had agreed that the Law Firm would
20 represent Mr. Halloum in the chapter 11 case for a fixed fee of
21 \$40,000.

22 Mr. Halloum was unsuccessful in negotiating a consensual
23 plan with Midwest Bank, N.A. ("Bank"), the secured creditor with
24 liens on the real and personal property with which Mr. Halloum
25 operated an ARCO gas station and convenience store. After
26 Mr. Halloum used the Bank's cash collateral without making the
27 adequate protection payments upon which such use was conditioned,
28 the bankruptcy court, on November 22, 2013, appointed a

1 chapter 11 trustee ("Trustee"). Mr. Halloum's case ultimately
2 was converted to chapter 7 on February 12, 2014.

3 On March 4, 2014, the Law Firm filed a motion ("Final Fee
4 Application") seeking additional compensation for its work as
5 counsel for Mr. Halloum in the chapter 11 case in the amount of
6 \$114,004.50 and expenses of \$2,892.56 and authorization to pay
7 all unpaid fees for prior award periods.⁴ Mr. Halloum opposed
8 the Final Fee Application, again asserting that Mr. Ryder had
9 agreed that the Law Firm would represent Mr. Halloum for a fixed
10 fee of \$40,000. Mr. Halloum also asserted that the Law Firm did
11 not adequately represent his interest in negotiating approval of
12 a chapter 11 plan and attributed the conversion of the bankruptcy
13 case to chapter 7 and the loss of his business to Mr. Ryder's
14 actions or inactions. Mr. Halloum also sought recoupment from
15 the Law Firm of fees previously approved and paid on an interim
16 basis. After hearing, the bankruptcy court entered the Fee Order
17 approving the Final Fee Application.

18 The Halloum I Panel vacated the Fee Order on Mr. Halloum's
19 appeal, and the matter was remanded to the bankruptcy court to
20 make findings to support the Fee Order.

21 On remand, the bankruptcy court held an evidentiary hearing
22 August 12-13, 2015, at which Mr. Ryder testified as to the nature
23 of his contractual relationship with Mr. Halloum.⁵ Mr. Halloum
24

25 ⁴ If approved, the Law Firm's total compensation, fees and
26 expenses, for chapter 11 services provided to Mr. Halloum would
be \$232,974.06.

27 ⁵ Mr. Halloum refers to the transcripts of this hearing
28 (continued...)

1 exercised his right to cross-examine Mr. Ryder with respect to
2 the terms of their agreement regarding Mr. Ryder's fees in the
3 chapter 11 case. On August 26, 2015, the bankruptcy court
4 entered its "Order on Remand From Bankruptcy Appellate Panel"
5 ("Remand Order"), which contained its findings of fact and
6 conclusions of law, and which we summarize for purposes of this
7 Memorandum.

8 Mr. Ryder, a practicing attorney since 1972, has had
9 substantial experience representing debtors in possession in
10 bankruptcy reorganization cases. He was the partner at the Law
11 Firm responsible for representing Mr. Halloum in his chapter 11
12 case. In his decades of practice, Mr. Ryder never has undertaken
13 to represent a debtor in possession on a fixed fee basis.

14 On January 20, 2012, Mr. Halloum executed a "Chapter 11
15 Retainer Agreement" ("Retainer Agreement"), in compliance with
16 Cal. Bus. & Prof. Code § 6148, which contained the following fee

17
18 ⁵(...continued)
19 repeatedly in his Opening Brief. The transcripts are found as
20 docket numbers 217 (August 12) and 216 (August 13) in adversary
21 proceeding 15-2091. That adversary proceeding was filed by
22 Mr. Halloum in California State Court and removed to the
23 Bankruptcy Court (by way of the Bankruptcy Court in the Northern
24 District of California) by the chapter 7 trustee. In the
25 adversary proceeding complaint, Mr. Halloum names as defendants
26 many of the attorneys who had performed services during the
27 chapter 11 case. As most relevant to the issue in this appeal,
28 Mr. Halloum alleged a malpractice claim against the Law Firm.
The August 12-13 hearing appears to have been largely about
matters raised in the adversary proceeding, but the evidentiary
hearing on the Final Fee Application was a discrete part of the
record, appearing at pp. 104-113 of the transcript for the
August 12 hearing and pp. 7-45 of the transcript for the
August 13 hearing.

1 clause:

2 Client has deposited \$40,000 which shall be held by
3 Attorneys as a retainer and filing fee to be used to
4 pay costs and expenses and legal fees. When any
5 deposit is exhausted, Client shall make additional
6 deposits as requested in writing by Attorneys. Any
7 unused deposit at the conclusion of Attorneys' services
8 may be applied by Attorneys to outstanding amounts
9 owing by Client in connection with other matters
10 handled by Attorneys for Client or refunded by
11 Attorneys to Client at Attorneys' option.

12 Attorneys' charges for legal services will be
13 established and based upon certain factors, which will
14 include but not be limited to hourly rates. The
15 current hourly rates for Attorneys' personnel are
16 specified in Exhibit "A." In addition to the time
17 involved, fees charged by Attorneys will be based upon
18 the nature of the matter, extraordinary results
19 obtained, and the learning and experience of the
20 lawyers involved.

21 In executing the Retainer Agreement, Mr. Halloum signed it as
22 "approved and accepted," and paid the \$40,000 deposit to the Law
23 Firm. The bankruptcy court found that without the signed
24 Retainer Agreement and the \$40,000 deposit, the Law Firm would
25 not have filed the chapter 11.

26 Attached to the chapter 11 petition filed on January 26,
27 2012, was the Disclosure of Compensation of Attorney for Debtor
28 form ("Fee Disclosure"), signed by Mr. Ryder on behalf of the Law
29 Firm, which stated in relevant part:

30 For legal services, I have agreed to accept \$38,954.00.
31 Prior to the filing of this statement I have received
32 \$38,954.00.

33 The Fee Disclosure further stated that in return for the above-
34 disclosed fee, "I have agreed to render legal service for all
35 aspects of the bankruptcy case, including: representation of the
36 debtor in adversary proceedings and other contested bankruptcy
37 matters."

1 On February 10, 2012, Mr. Halloum filed with the bankruptcy
2 court his application to employ the Law Firm ("Employment
3 Application"). The Employment Application did not mention a
4 fixed fee compensation arrangement. Instead, the Employment
5 Application provided that the Law Firm was to be employed "under
6 a general retainer" and disclosed that the Law Firm held \$38,954
7 on account for attorneys' fees and \$1,046 on account for filing
8 fees. The bankruptcy court understood that, as requested, the
9 Law Firm's employment was to be on an hourly basis and approved
10 the Employment Application. The Employment Order specified that
11 compensation would be on a "lodestar" basis, i.e., by multiplying
12 the prevailing hourly rate by the number of hours reasonably and
13 necessarily expended in the representation.

14 The bankruptcy court found that "Mr. Halloum, late in the
15 case, seized upon the [Free [Disclosure . . . as connoting a
16 fixed fee and invalidating the [Retailer [Agreement." The
17 bankruptcy court concluded that the Fee Disclosure, made in
18 compliance with Rule 2016(b), did not supplant or supersede the
19 Retainer Agreement.

20 The bankruptcy court further found that Mr. Halloum (1) had
21 approved and signed each of the five Interim Applications filed
22 by the Law Firm during the course of the chapter 11 case, (2) did
23 not assert in any of the Interim Applications that they were
24 unwarranted because the Law Firm had agreed to a \$38,954 fixed
25 fee, and (3) paid the Law Firm the amounts the bankruptcy court
26 had allowed based on the Interim Applications.

27 After the chapter 11 case had been pending for twenty
28 months, Mr. Halloum sent Mr. Ryder an email regarding the next

1 proposed interim fee application ("Proposed Application"). In
2 that email, Mr. Halloum stated that he recognized that the
3 chapter 11 case required more work than had been anticipated, but
4 that he would not approve the fees that were being requested at
5 that time. Two days later Mr. Halloum sent another email to
6 Mr. Ryder regarding the Proposed Application. In neither of
7 these emails did Mr. Halloum assert that Mr. Ryder had agreed to
8 a fixed fee.

9 The bankruptcy court found that Mr. Ryder had worked
10 diligently throughout the chapter 11 case to fashion a plan that
11 was both feasible and confirmable. That work was not successful
12 because (1) the Bank had come to mistrust Mr. Halloum (as
13 evidenced by the adversary proceeding the Bank filed against
14 Mr. Halloum seeking to except its debt from discharge on the
15 theory that it would not have extended credit to Mr. Halloum had
16 he disclosed his loss of \$500,000 in stock market speculation),
17 and (2) Mr. Halloum had been "intransigent" regarding a number of
18 points about which he would neither compromise nor accept advice
19 of counsel.

20 Citing § 328(a), the bankruptcy court concluded that it was
21 not permitted to change the basis of the Law Firm's compensation,
22 which had been approved on a retainer agreement containing
23 reasonable terms and conditions of employment, "unless the
24 approved terms and conditions prove to have been improvident in
25 light of developments not capable of being anticipated at the
26 time of the fixing of such terms and conditions." Reinstated
27 Order at 8:9-16.

28 The bankruptcy court then evaluated the Final Fee

1 Application, including fees previously awarded on an interim
2 basis with respect to the Interim Fee Applications, applying the
3 factors to be considered pursuant to § 330(a)(3) and (4). The
4 bankruptcy court concluded that the time spent on services was
5 appropriate to the tasks involved, that the rates charged were
6 appropriate, that the services performed were necessary to the
7 administration of the case, that the time billed for the services
8 performed was reasonable and commensurate with the "complexity,
9 importance, and nature of the problem, issue, or task addressed,"
10 that "Mr. Ryder is one of the most skilled and experienced
11 counsel practicing in this district in the bankruptcy field and
12 specializing in chapter 11 reorganizations," and that the
13 compensation was reasonable based on customary compensation by
14 comparable skilled practitioners in cases other than title 11
15 cases.

16 Based on its findings of fact and conclusions of law, the
17 bankruptcy court "reinstated in full" the Fee Order. Mr. Halloum
18 once again filed a timely notice of appeal.

19 **II. JURISDICTION**

20 The bankruptcy court had jurisdiction under 28 U.S.C.
21 §§ 1334 and 157(b)(2)(A). We have jurisdiction under 28 U.S.C.
22 § 158.

23 **III. ISSUE**

24 Whether the bankruptcy court abused its discretion when it
25 entered the Reinstated Order.

26 **IV. STANDARDS OF REVIEW**

27 The bankruptcy court's approval of administrative expenses
28 and award of attorney's fees is reviewed for abuse of

1 discretion. Hale v. U.S. Tr., 509 F.3d 1139, 1146 (9th Cir.
2 2007); Film Ventures Intel, Inc. v. Asher (In re Film Ventures
3 Intel, Inc.), 75 BR. 250, 253 (9th Cir. BAD 1987). The fact
4 findings underlying a bankruptcy court's decision are reviewed
5 for clear error. American-Arab Anti-Discrimination Comm. v.
6 Thornburgh, 970 F.2d 501, 506 (9th Cir. 1991).

7 Under the abuse of discretion standard, we reverse only
8 where the bankruptcy court applied an incorrect legal rule or
9 where its application of the law to the facts was illogical,
10 implausible or without support in inferences that may be drawn
11 from facts in the record. TrafficSchool.com, Inc. v. Edriver
12 Inc., 653 F.3d 820, 832 (9th Cir. 2011), citing United States v.
13 Hinkson, 585 F.3d 1247, 1262 (9th Cir. 2009) (en banc).

14 **V. DISCUSSION**

15 The fundamental issue before the Panel is whether the
16 bankruptcy court abused its discretion when it approved the Final
17 Fee Application. As a threshold matter, we observe for
18 Mr. Halloum that the role of the trial court is to weigh the
19 evidence presented to it and from that evidence to determine the
20 facts that govern the ultimate decision. Necessarily, this means
21 that the bankruptcy court will accept as true some evidence and
22 reject other contradictory evidence. The mere presentation of
23 particular "evidence" by a party is not controlling.

24 Conversely, it is not the role of the Panel to supplant that
25 fact-finding process, but instead to review the bankruptcy
26 court's fact findings. In reviewing fact findings, if the
27 bankruptcy court's "account of the evidence is plausible in light
28 of the record viewed in its entirety," the appellate court may

1 not reverse, even if it was convinced that it would have weighed
2 the evidence differently. Anderson v. City of Bessemer City,
3 N.C., 470 U.S. 564, 573-74 (1985). "Where there are two
4 permissible views of the evidence, the factfinder's choice
5 between them cannot be clearly erroneous." Id.

6 The interplay of four documents is at the heart of this
7 dispute: the Retainer Agreement, the Fee Disclosure, the
8 Employment Application, and the Employment Order. Mr. Halloum's
9 appeal flows from the faulty premise that only the Fee Disclosure
10 governs the amount of fees to which the Law Firm was entitled in
11 its representation of Mr. Halloum in his chapter 11 case.

12 Mr. Halloum Executed the Retainer Agreement

13 Mr. Halloum "categorically denies" that he ever signed the
14 Retainer Agreement. In his excerpts of record, Mr. Halloum
15 includes the written opinions of two forensic document experts.
16 Although Mr. Halloum included these written opinions in his
17 exhibits submitted to the bankruptcy court, he did not call
18 either expert as a witness at the evidentiary hearing.⁶

19 The signed Retainer Agreement was admitted into evidence.
20 Mr. Ryder testified to the circumstances under which the Retainer
21 Agreement was signed. Mr. Halloum was provided the opportunity
22 to cross-examine Mr. Ryder but did not challenge his testimony on
23 this point. The Reinstated Order specifically states that the
24 bankruptcy court considered Mr. Halloum's testimony that he did

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26 ⁶ Mr. Halloum states in his Opening Brief that the experts
27 are willing to testify before the Panel. However, it is not
28 within the purview of the Panel as an appellate body to take
evidence.

1 not sign the Retainer Agreement, compared the signature on the
2 Retainer Agreement with other signatures in the record known to
3 have been made by Mr. Halloum, noted that the signatures are
4 variable, and concluded that Mr. Halloum signed the Retainer
5 Agreement.

6 The bankruptcy court found credible Mr. Ryder's testimony
7 that in decades of practice he had never undertaken the
8 representation of a chapter 11 debtor-in-possession on a fixed
9 fee basis. Finally, the bankruptcy court further determined that
10 Mr. Ryder would not have filed the chapter 11 case on
11 Mr. Halloum's behalf had Mr. Halloum not signed the Retainer
12 Agreement and paid the retainer.

13 Mr. Halloum asserts that he was denied procedural due
14 process because (1) he was never provided an opportunity to
15 conduct even limited discovery into Mr. Ryder's universal
16 practices and (2) he was denied a meaningful opportunity to
17 present evidence both that his signature was forged and that for
18 at least one former client, Mr. Ryder had provided representation
19 on a fixed fee basis. Nothing in the record before us reflects
20 that Mr. Halloum was precluded from conducting discovery.⁷ As to

21 _____
22 ⁷ After Mr. Halloum presented his case-in-chief in the
23 Adversary Proceeding, the following discussion ensued:

24 MR. HALLOUM: So everything I submitted, your Honor, is supported
25 by records, by documents.

26 THE COURT: I have gone through all the exhibits that you have
27 presented, and that is what you say you have; right?

28 MR. HALLOUM: For now, yes, but with further discovery, I am
(continued...)

1 his assertion that he was denied a meaningful opportunity to
2 present evidence, the record reflects otherwise. The issue of
3 the validity of the signature on the Retainer Agreement was
4 raised at the evidentiary hearing on August 12, 2015; the
5 bankruptcy court made clear at that time that evidence was
6 necessary and that the parties were to present their evidence on
7 that issue at the evidentiary hearing on August 13, 2015.
8 Despite the colloquy on August 12, only Mr. Ryder presented
9 additional evidence.

10 Because the bankruptcy court's "account of the evidence is
11 plausible in light of the record viewed in its entirety," we may
12 not reverse.

13 The Fee Disclosure Did Not Supersede the Retainer Agreement

14 Mr. Halloum next asserts that, even if he did sign the
15 Retainer Agreement, the subsequent execution by Mr. Ryder of the
16 Fee Disclosure served to render the Retainer Agreement "null and
17 void."

18 The Fee Disclosure was made pursuant to § 329(a), as
19 implemented by Rule 2016(b). Section 329(a) provides:

20 Any attorney representing a debtor in a case under this
21 title, or in connection with such a case, whether or
22 not such attorney applies for compensation under this
23 title, shall file with the court a statement of the
24 compensation paid or agreed to be paid, if such payment
or agreement was made after one year before the date of
filing of the petition, for services rendered or to be
rendered in contemplation of or in connection with the

25 ⁷(...continued)

26 certain there will be more offensive issues.

27 See August 12 hearing transcript at 104:12-17. It does not
28 appear that the issue of "further discovery" was ever discussed.

1 case by such attorney, and the source of such
2 compensation.

3 Compliance with § 329(a) is mandatory. For purposes of
4 chapter 11, it generally serves to advise the court and
5 interested parties of payments received from the debtor in the
6 prior year.⁸ In this case, the payment that was received was the
7 retainer, deposited with the Law Firm pursuant to the Retainer
8 Agreement, in the amount of \$40,000. Rule 2016(b) requires
9 supplemental disclosures in the event additional payment is
10 received from the debtor. As noted by the bankruptcy court, the
11 Employment Application, filed after the Fee Disclosure, provided
12 the most important and complete disclosures regarding fees in
13 Mr. Halloum's case. Both the Employment Application and the
14 Interim Fee Applications served Rule 2016(b)'s purpose of
15 disclosing supplemental compensation the Law Firm had received or
16 would receive from Mr. Halloum.

17 The bankruptcy court entered the Employment Order based on
18 its review of the Employment Application. At the time it
19 considered the Employment Application, the bankruptcy court
20 understood that the Law Firm's employment would be on an hourly
21 basis, with compensation to be determined under the "lodestar"
22 analysis, consistent with the customary method for compensation
23 of chapter 11 professionals representing debtors-in-possession.

24 _____
25 ⁸ We observe that the extensive litigation regarding whether
26 the Law Firm had agreed to a fixed fee representation of Mr.
27 Halloum likely could have been avoided had the Law Firm
28 summarized the fee provisions which were set forth in the
Retainer Agreement and stated its hourly rates in the Fee
Disclosure.

1 The bankruptcy court noted in its findings that in the rare case
2 where the compensation method deviates from what is customary,
3 its employment order would leave no ambiguity regarding that
4 deviation. That the bankruptcy court and all parties, with the
5 exception of Mr. Halloum's protestations late in the case,
6 proceeded under the understanding that the Law Firm's
7 compensation would be on a lodestar basis, is supported by the
8 fact that five Interim Fee Applications, supported by
9 declarations of Mr. Halloum, were submitted by the Law Firm and
10 approved by the bankruptcy court.

11 The record does not support Mr. Halloum's position that he
12 delayed raising the issue publicly because of "duress" imposed
13 upon him by Mr. Ryder in the form of threats to withdraw from
14 representation if Mr. Halloum did not pay. Mr. Ryder testified
15 that Mr. Halloum opposed the Proposed Fee Application because he
16 could not pay it, not because it was not due. The court found
17 that Mr. Ryder's proposal to postpone receipt of his compensation
18 to a date after the effective date of any plan that might be
19 confirmed affirmatively defeated any assertion of duress.

20 Mr. Halloum sets great store in the fact that Mr. Ryder
21 admitted in his testimony that he had signed the Fee Disclosure.
22 Mr. Halloum interprets this testimony as a "restatement" of the
23 alleged fixed fee agreement. Alternatively, he suggests that the
24 Fee Disclosure, when viewed with the Employment Application and
25 the Interim Fee Applications, demonstrates the "inconsistencies"
26 in Mr. Ryder's filings with the court regarding fees. Both
27 arguments ignore the reality that the Fee Disclosure serves a
28 different purpose than either an employment order or a fee award.

1 As such, the fact of its existence is not sufficient to "cap"
2 chapter 11 compensation as Mr. Halloum argues.

3 The Bankruptcy Court's Fee Award Is Supported By the Record

4 The bankruptcy court applied the correct law, § 330(a)(3),
5 in evaluating the Final Fee Application. Section 330(a)(3)
6 provides:

7 In determining the amount of reasonable compensation to
8 be awarded to . . . a professional person, the court
9 shall consider the nature, the extent, and the value of
10 such services, taking into account all relevant
11 factors, including --

12 (A) the time spent on such services;

13 (B) the rates charged for such services;

14 (C) whether the services were necessary to the
15 administration of, or beneficial at the time at which
16 the service was rendered toward the completion of, a
17 case under this title;

18 (D) whether the services were performed within a
19 reasonable amount of time commensurate with the
20 complexity, importance, and nature of the problem,
21 issue, or task addressed;

22 (E) with respect to a professional person, whether the
23 person is board certified or otherwise has demonstrated
24 skill and experience in the bankruptcy field; and

25 (F) whether the compensation is reasonable based on the
26 customary compensation charged by comparably skilled
27 practitioners in cases other than cases under this
28 title.

19 The bankruptcy court also determined that the compensation sought
20 did not involve (1) unnecessary duplication of services,
21 (2) services that were not reasonably likely to benefit the
22 bankruptcy estate, or (3) services that were not necessary to the
23 administration of the case. See § 330(a)(4).

24 We do not address Mr. Halloum's perceived errors in the
25 record that relate to the bankruptcy court's recitation of the
26 reasons the chapter 11 case was not successful, which findings
27 support the "reasonable and necessary" component of the fee
28 analysis. Although Mr. Halloum expressed to the bankruptcy court

1 his dissatisfaction with his representation by the Law Firm in at
2 least two particulars, i.e., attempting to resolve a non-
3 dischargeability claim through the plan rather than by achieving
4 a dismissal of the adversary proceeding and refusing to seek
5 subordination of the Bank's claim even though there was no legal
6 basis for doing so, Mr. Halloum never questioned any specific
7 time entry in the Final Fee Application. Similarly, Mr. Halloum
8 does not raise on appeal any purported error by the bankruptcy
9 court in approving any specific fees.

10 **VI. CONCLUSION**

11 On remand the bankruptcy court made findings of fact and
12 conclusions of law in support of the original Fee Order.
13 Mr. Halloum did not oppose the amount of the fees awarded other
14 than on the basis that the Law Firm had agreed to compensation
15 for all services for a fixed fee of \$40,000. The bankruptcy
16 court's finding that Mr. Halloum signed the Retainer Agreement
17 was not clear error. Further, the bankruptcy court's
18 interpretation of the purpose and effect of the Fee Disclosure in
19 light of § 329(a) and Rule 2016(b) was not error.

20 Accordingly, we AFFIRM the bankruptcy court's Reinstated
21 Order.