

LEXSEE 2003 US APP LEXIS 20243

**LA-VAN HAWKINS URBAN CITY FOODS ET AL., Plaintiffs, LA-VAN HAWKINS,
Plaintiff-Appellee/ Cross-Appellant, NORMAN A. YATOOMA, Movant-Appellant/
Cross-Appellee, v. BURGER KING CORPORATION, Defendant.**

Nos. 01-2678, 01-2737

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

77 Fed. Appx. 818; 2003 U.S. App. LEXIS 20243

October 1, 2003, Filed

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PRIOR HISTORY: ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN. 00-60230. Battani. 11-05-01.

DISPOSITION: Affirmed.

CASE SUMMARY:

PROCEDURAL POSTURE: Appellant, an attorney, sought review of a judgment of the United States District Court for the Eastern District of Michigan, awarding him attorney's fees. Appellee, the attorney's client in the underlying litigation, cross-appealed.

OVERVIEW: On appeal, the attorney claimed the district court improperly computed the amount of attorney's fees due to him from the client and erred in refusing to sanction the client. In his cross-appeal, the client argued that the district court improperly granted attorney's fees to the attorney, alleging various ethical violations by the attorney. The underlying lawsuit, between the client and a corporation, was dismissed by the district court in early December 2000. The client then terminated the attorney. Settlement negotiations between the client and the corporation then bore fruit. The attorney had little to do with the settlement negotiations. The client then paid the attorney \$37,500 in legal fees for his work on the litigation during the second half of 2000, and the attorney filed a motion for

additional fees on a theory of quantum meruit. The district court appropriately awarded the attorney \$146,145 in fees, reduced by the \$37,500 already paid to the attorney by the client. No relevant ethical violations stood in the way of the attorney collecting the fees. In turn, none of the ethical violations alleged by the attorney against the client rose to a level demanding sanctions.

OUTCOME: The district court's judgment was affirmed.

COUNSEL: For LA-VAN HAWKINS, Plaintiff - Appellee (01-2678): Ronald S. Longhofer, Honigman, Miller, Schwartz & Cohn, Bingham Farms, MI.

For LA-VAN HAWKINS, Plaintiff - Appellee (01-2678): Willie E. Gary, Stuart, FL.

For NORMAN A. YATOOMA, Appellant (01-2678): Mayer Morganroth, Jeffrey B. Morganroth, Jason R. Hirsch, Morganroth & Morganroth, Southfield, MI.

For BURGER KING CORPORATION, Defendant (01-2678, 01-2737): Dennis J. Levasseur, Bodman, Longley & Dahling, Detroit, MI.

For BURGER KING CORPORATION, Defendant (01-2678): W. Barry Blum, Miami, FL.

For LA-VAN HAWKINS URBAN CITY FOODS, LA-VAN HAWKINS URBAN CITY FOODS-MARYLAND, LA-VAN HAWKINS, Plaintiffs - Appellees, Cross-Appellants (01-2737): Ronald S. Longhofer, [**2] Honigman, Miller, Schwartz & Cohn, Detroit, MI.

For NORMAN A. YATOOMA, Appellant Cross-Appellee (01-2737): Mayer Morganroth, Jeffrey B. Morganroth, Jason R. Hirsch, Morganroth & Morganroth,

Southfield, MI.

JUDGES: Before: MOORE and GILMAN, Circuit Judges, and MILLS, * District Judge.

* The Honorable Richard Mills, United States District Judge for the Central District of Illinois, sitting by designation.

OPINIONBY: KAREN NELSON MOORE

OPINION:

[*818] **KAREN NELSON MOORE, Circuit Judge.** Attorney Norman Yatooma appeals the district court's judgment in his favor, claiming the court below improperly computed the amount of attorney fees due to him from plaintiff La-Van Hawkins and erred in refusing to sanction Hawkins under *Rules 11 and 37* of the Federal Rules [*819] of Civil Procedure. Hawkins cross-appeals, arguing that the district court improperly granted Yatooma attorney fees, alleging various ethical violations by Yatooma. For the reasons that follow, we **AFFIRM** the judgment of the district court.

Yatooma represented Hawkins in the latter's litigation against Burger King Corp., first as an associate in the law firm of Butzel Long beginning [**3] in April 2000, and then as a solo practitioner, after Yatooma had left Butzel Long to work for Hawkins in July 2000. At that time, Yatooma and Hawkins signed an agreement setting out the fee schedule: a \$50,000 retainer, an hourly rate of \$210, and a 15% contingency fee, plus costs. The lawsuit against Burger King was dismissed by the district court in early December 2000, and in late December Hawkins terminated Yatooma. After the termination, settlement ne-

gotiations between Hawkins and Burger King, with which Yatooma had been only peripherally involved, bore fruit, and Hawkins received a \$14.4 million settlement from Burger King on December 30. Hawkins paid Yatooma only \$37,500 in legal fees for his work on the litigation during the second half of 2000, and Yatooma filed a motion for additional fees on a theory of quantum meruit. The district court awarded Yatooma \$146,145 (624.5 hours of work at \$210 per hour, plus \$15,000 for costs), reduced by the \$37,500 already paid to Yatooma by Hawkins.

Hawkins alleges a number of ethical violations that he claims justify denial of Yatooma's request for fees. These are outlined in the district court opinion, and for the reasons therein, [**4] we agree that no relevant ethical violations stand in the way of Yatooma collecting fees. Yatooma, in turn, alleges a number of ethical violations on the part of Hawkins; again, for the reasons stated in the district court opinion, we do not believe any of these rise to a level demanding sanctions. Finally, Yatooma alleges that the district court erred in its quantum meruit calculation by refusing to include some portion of the settlement from Burger King, to which he claims the contingency-fee arrangement entitled him. We do not believe that the district court erred in refusing to award a portion of the settlement as a contingency fee to Yatooma, for the reasons stated within the district court's opinion.

We have carefully reviewed the briefs submitted by the parties and the record of the proceedings below, and we have studied the district court opinion and considered the points made by the parties in oral argument. We agree entirely with the reasoning and the result reached in the district court's opinion. For the foregoing reasons, we **AFFIRM** the judgment of the district court.