

Dated: February 27, 2026
The following is ORDERED:



A handwritten signature in black ink, appearing to read "M. Ruthie Hagan".

M. Ruthie Hagan
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

In re
Paula Antwanette Milner
Debtor

Case No. 25-23473
Chapter 13

ORDER GRANTING DEBTOR'S MOTION FOR SANCTIONS FOR WILLFUL VIOLATION OF THE AUTOMATIC STAY

The parties are before the Court as ordered pursuant to the Court's Opinion and Order Granting Debtor's Motion for Sanctions for Willful Violation of the Automatic Stay entered on February 12, 2026. [DE 47] The Court hereby incorporates its findings of facts and conclusions of law as set forth in its prior Opinion and Order referenced herein.

The Court requested evidence in support of Debtor's claim for actual expenses incurred, and in response, Debtor's Counsel, Mr. Byrd, filed an Affidavit of attorney's fees, [DE 49],

itemizing his time expended and attorney's fees incurred by the Debtor in prosecuting the Motion for Contempt and Motion for Sanctions against Millington Oaks Apartments and its Counsel, Glankler Brown, PLLC, for willful violation of the automatic stay.

The Affidavit evidences that Mr. Byrd expended 30.05 hours in prosecution of the Debtor's Motion at a rate of \$400 per hour, resulting in attorney's fees of \$12,020. It is well established within the Sixth Circuit that the reasonableness of attorney's fees and expenses is determined by a lodestar analysis. *Ellison v. Balinski*, 625 F.3d 953, 960 (6th Cir. 2010) (citation omitted); *Boddy v. United States Bankr. Ct., Western Dist. of Kentucky (In re Boddy)*, 950 F.2d 334, 338 (6th Cir. 1991) ("At a minimum . . . the bankruptcy courts must expressly calculate the lodestar amount when determining reasonable attorney's fees."). "Whether to award fees and, if so, the reasonable amount of the fees are issues committed to the sound discretion of the trial court." *In re Scarlett Hotels, LLC*, 392 B.R. 698, 700 (B.A.P. 6th Cir. 2008) (citation omitted). The burden of proof rests on the applicant to justify the fees requested. *In re New Boston Coke Corp.*, 299 B.R. 432, 438 (Bankr. E.D. Mich. 2003) (citations omitted).

The first step in the lodestar analysis is to determine a reasonable hourly rate. *In re Williams*, 357 B.R. 434, 438-9 (B.A.P. 6th Cir. 2007) (citations omitted). However, Mr. Byrd's hourly rate is not in dispute in this case, and he has chosen not to claim any expenses. The Court must therefore consider the reasonableness of the hours expended, *Id.* at 439 (citation omitted), and then calculate the lodestar amount by "multiplying the attorney's reasonable hourly rate by the number of hours reasonably expended." *In re Boddy*, 950 F.2d at 337 (citations omitted). The *Boddy* Court went on to note that "[t]he bankruptcy court also may exercise its discretion to consider other factors such as the novelty and difficulty of the issues, the special skills of counsel,

the results obtained, and whether the fee awarded is commensurate with fees for similar professional services in non-bankruptcy cases in the local area.” *Id.* at 338 (citations omitted).

Consumer bankruptcy attorneys are the liaison between their clients in financial distress and the relief afforded by the Court, often attempting to advocate and intercede for their clients in what amounts to an urgent financial crisis situation for debtors and their families. In many situations, consumer debtors have no other place to turn and rely exclusively on the special skills and knowledge of their attorneys. The Court finds Respondents’ objection to Mr. Byrd’s time entries communicating with this Debtor as potentially excessive — when the Debtor was evicted from her home — to be without merit.

Mr. Byrd is very experienced in the practice of consumer bankruptcy in this district, and appears before this Court weekly. The Court has reviewed Mr. Byrd’s time entries along with the pleadings at issue and the assertions of counsel, and the Court finds that Mr. Byrd’s hours expended on the tasks detailed in his time sheet are reasonable for an attorney with Mr. Byrd’s experience and skill. His efforts helped to produce the result he was seeking for his client. Accordingly, after notice and opportunity for hearing, and for good cause shown, the Court hereby determines that after performing the lodestar analysis as directed by the 6th Circuit in *Boddy*, the hourly rate and time expended are reasonable for the work performed for this case. In accordance with the Court’s prior Memorandum Opinion and Order [DE 47], an award of attorney’s fees in the amount of \$12,020 is hereby granted as a portion of the actual damages incurred by Debtor as a result of Millington Oaks Apartments’ and Glankler Brown’s willful violation of the automatic stay.¹

¹ The Court finds no evidence in the record that Debtor withdrew her claim against Glankler Brown. The Court believed an email exchange between Debtor’s counsel and Glankler Brown would be supplemented into the record. The Court did not see the email on the docket and when asked about it at the hearing on December 17, 2025, Counsel for Debtor explained to the Court he was not comfortable entering the email on the Court’s docket due to language included. He simply stated, “I can withdraw the motion for sanctions against Glankler Brown if I need to; I don’t feel good about putting that communication on the court record,”

Millington Oaks and Glankler Brown are equally liable for Debtor's award of attorney's fees, with each liable party responsible for 50% of the award.

The Debtor also testified and filed an Affidavit and receipts in support of her award for actual damages [DE 50 and 51] itemizing the following actual expenses and damage to personal property incurred as a result of the eviction caused by the willful violation of the automatic stay by Millington Oaks Apartments and Glankler Brown on August 13, 2025:

- U-Haul equipment contract \$514.49;
- Motel 6 housing costs on credit card of \$3,514.88 plus an additional \$473.28 paid in cash;
- Food and household products replacement \$176.46;
- Meals \$38.58;
- Storage of belongings \$162 for two months; and
- Security deposit for new residence \$785.

In addition, Debtor attests to lost wages amounting to \$685.38 for time off from work for moving and relocating her residence, attendance at court hearings in prosecution of her Motion, and \$51 in transportation costs. Debtor's Affidavit and proof presented evidences total loss and out-of-pocket expenses for Debtor of \$6,401.07.

Accordingly, the Court finds that, based on the evidence presented, Debtor has shown by a preponderance of the evidence that, in addition to her attorney's fees, actual damages amounting to \$6,401.07 were proximately caused by and reasonably incurred as a result of Millington Oaks Apartments' and its Counsel, Glankler Brown, PLLC's willful violation of the automatic stay, and hereby awards Debtor, to be paid 50% by Millington Oaks Apartments and 50% by Glankler Brown, PLLC, an additional award of actual damages amounting to \$6,401.07.

followed by "we can proceed with the record that we have and I'm perfectly comfortable doing that." The Court interprets these statements by Mr. Byrd to assert that Debtor would proceed with the existing record before the Court (without submitting the additional email exchange between Glankler Brown and Debtor's counsel), and not as a withdrawal of the claim brought against Glankler Brown. The Court finds there was no withdrawal of claims against Glankler Brown.

At the hearing on this matter, Debtor also testified about the emotional distress she endured as a result of being evicted from her home and living in a motel for more than two months while she attempted to secure alternative housing. The Court has reviewed relevant authority and finds that “[i]f a debtor can prove an emotional injury that resulted in actual loss, then creditor should not go undeterred.” *In re Tapp*, No. 19-62481, 2020 WL 4810074 at *3 (Bankr. N.D. Ohio July 10, 2020). In order to recover “‘actual’ damages for emotional distress under § 362(k), a plaintiff must (1) suffer significant emotional distress, (2) clearly establish the significant emotional distress, and (3) demonstrate a causal connection between that significant emotional distress and the violation of the automatic stay.” *Id.* at *4 (citations omitted). While there is no set standard for deciding whether emotional damages are justified, “at a minimum the evidence must show a close causal connection between the stay violation and the emotional harm suffered,” and a debtor must present “corroborative evidence of such damages, which is usually offered in the form of medical evidence.” *Bankers Healthcare Group, Inc. v. Bilfield (In re Bilfield)*, 494 B.R. 292, 303-04 (Bankr. N.D. Ohio 2013) (citations omitted).

However, “a ‘claimant need not prove his damages with absolute certainty or mathematic exactitude . . . It is sufficient if he furnishes the court with a reasonable basis for computation, even though the result is only approximate.’” *In re Paige*, No. 2:24-bk-53659, 2026 WL 493391 at *4 (Bankr. S.D. Ohio Feb. 19, 2026) (citations omitted). The bankruptcy court “‘may make a just and reasonable estimate of the damage based on relevant data, and render its verdict accordingly.’” *Id.* (citation omitted). All that is required is “‘substantial evidence in the record to permit a factfinder to draw reasonable inferences and make a fair and reasonable assessment of the amount of damages.’” *Id.* (citations omitted).

The Court heard testimony from Debtor, a military veteran, that as a result of the trauma of her eviction and resulting housing insecurity, she received counseling and treatment through the VA Medical Center for mental health issues. Upon her doctor's advice, for mental health reasons, she took a six-week leave from her employment. Debtor testified that she was off work from October 28, 2025 to December 12, 2025. She received no disability benefits during that time. The evidence establishes that Debtor is employed full-time (40 hours per week) and earns \$28.56 per hour. Six weeks of lost wages for this Debtor amounts to \$6,854.40. The Court, drawing reasonable inferences and making a fair and reasonable assessment of the amount of damages based on Debtor's testimony and the hourly rate of pay from her employment, finds that Debtor has established, by a preponderance of the evidence, that she incurred additional lost wages in the amount of \$6,854.40 as a result of Respondents' willful violation of the automatic stay and hereby awards Debtor, to be paid 50% by Millington Oaks Apartments and 50% by Glankler Brown, PLLC, an additional award of actual damages for emotional distress amounting to \$6,854.40.

The Court now turns to the issue of punitive damages and, finding the conduct of Millington Oaks Apartments and Glankler Brown, PLLC as set forth in its Opinion and Order [DE 47] to be egregious, in bad faith and in reckless disregard of the law, the Court determines in its discretion that Debtor is hereby awarded from Millington Oaks Apartments and Glankler Brown, PLLC, to be paid 50% by each responsible party, punitive damages in an amount of three times her actual damages, or \$75,826.41.

Accordingly, based on the facts presented and pursuant to 11 U.S.C. § 362(k), Debtor is hereby awarded a judgment against both Millington Oaks Apartments and Glankler Brown, PLLC, in the total amount of \$101,101.88 to be paid 50% by each responsible party with post-judgment interest at the rate of 3.64% until paid in full. *See* 28 U.S.C. § 1961 and

www.federalreserve.gov/releases/h15/ (visited February 24, 2026). Millington Oaks and Glankler Brown shall submit the funds to Debtor's attorney, Mr. Byrd, to be disbursed according to the provisions of this Order.

The Bankruptcy Court Clerk shall serve a copy of this Order on the following interested parties:

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