



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: September 12, 2007**

*R C McGuire*

**ROBERT C. MCGUIRE  
UNITED STATES BANKRUPTCY JUDGE**

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**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**IN RE: § CHAPTER 11  
LMP 8500 SHOAL CREEK, L.L.C., §  
Debtor § CASE NO. 06-10161-RCM  
§**

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**LMP 8500 SHOAL CREEK, L.L.C., §  
DEBTOR IN POSSESSION §  
Plaintiff, §**

**v. § ADVERSARY NO. 06-1081-RCM**

**8500 SHOAL CREEK OWNERS §  
ASSOCIATION, INC., TOM MCKAY, §  
LLOYD MCCARLEY, AND §  
CHRIS CANADA, §  
Defendants. §**

**JUDGMENT**

In light of the court’s findings of fact and conclusions of law as set forth in its Memorandum Opinion entered contemporaneously herewith, the court finds that judgment should be entered in favor of the Defendants and against the Plaintiff, as follows.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED:

1. That the Plaintiff take nothing on its claims against the Defendants.
2. That Defendant/Counterclaimant Chris Canada has an allowed claim against the Plaintiff/Counterdefendant in the amount of \$53,200.00.
3. That Defendant Association has an allowed claim against the Plaintiff for its attorneys fees and costs in the total amount of \$139,305.40.
4. That Individual Defendants Tom McKay, Chris Canada and Lloyd McCarley, jointly and severally, have an allowed claim against the Plaintiff in the amount of \$203,181.58 as their attorneys fees and costs in this case, as follows:

<b>Firm</b>	<b>Total Allowed Fees and Expenses</b>
Keister, Lockwood & Babb, L.L.P.	\$117,010.02
SettlePou	\$2,700.15
Burns Anderson Jury & Brenner, L.L.P.	\$17,855.50
Hohmann, Taube & Summers L.L.P.	\$65,615.91.

5. That the lien of the Defendant Association against the Plaintiff's property secures an allowed claim consisting of \$52,000 of the attorneys fees awarded herein, plus unpaid condominium association dues of \$8,187.36, and is valid and enforceable.
6. That the Defendant Association's lien shall attach to the proceeds of the sale of the LMP's property, and shall be paid (to the extent funds are available, considering the lien's priority) by the Plaintiff immediately upon the later of its receipt of those proceeds or the date this Judgment becomes final; such relief is without prejudice to the Association's right to

separately request relief from the automatic stay to otherwise enforce its lien.

7. That interest shall accrue on the foregoing sums at the applicable federal judgment rate, from and after the date of entry of the Judgment.

8. That all costs of court are hereby adjudged against the Plaintiff.

9. That all other relief not expressly granted herein is denied.

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