

EXHIBIT T

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FILED
SUPERIOR COURT
THURSTON COUNTY, WA

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Linda Myhre Enlow
Thurston County Clerk

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THURSTON COUNTY

STEPHEN CHAUSSEE, an individual,

Plaintiff,

vs.

STATE OF WASHINGTON,

Defendant.

Case No.: 11-2-01884-6
Hon. Gary Tabor

**(PROPOSED) FIRST AMENDED
FINDINGS OF FACT AND
CONCLUSIONS OF LAW
REGARDING PLAINTIFF'S
PETITION FOR ATTORNEY FEES
AND COSTS**

THIS MATTER came on regularly before this Court on Plaintiff's Petition for Attorney Fees and Costs. The Court considered the following:

Plaintiff's Petition for Attorney Fees and Costs;

The Declaration and supplemental declaration of Jack Sheridan in Support of Plaintiff's Petition for Attorney Fees and Costs with attached exhibits;

The Declaration and supplemental declaration of Katherine C. Chamberlain in Support of Plaintiff's Petition for Attorney Fees and Costs;

The Defendant's response in opposition to Plaintiff's Petition for Attorney Fees and Costs;

PLAINTIFF'S FIRST AMENDED FINDINGS OF
FACT AND CONCLUSIONS OF LAW - 1

THE SHERIDAN LAW FIRM, P.S.
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SEATTLE, WA 98104
TEL: 206-381-5949 FAX: 206-447-9206

1 The declaration(s) of counsel in opposition to Plaintiff's Petition for Attorney
2 Fees and Costs with attached exhibits;
3 Plaintiff's Reply and supporting declaration with attached exhibits; and,
4 The record of these proceedings.

5 Having been fully advised, the Court makes the following findings of fact and
6 conclusions of law.

7
8 1. These findings of fact and conclusions of law are issued in connection
9 with the plaintiff's petition for attorney fees. Our Supreme Court requires the entry of
10 findings of fact in fee award decisions. *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957
11 P.2d 632 (1998).

12 **Background and Hourly Rate**

13 2. This case was filed on ^{August} ~~December~~ 9, 2011. 

14 3. The State moved for summary judgment in the case, which was denied
15 on May 3, 2013. The case was tried to a jury of twelve from March 16-25, 2015. The
16 jury found for the plaintiff on his claim and awarded emotional harm damages in the
17 amount of \$1 million. Judgment was entered on March 26, 2015 against the State in
18 the amount of \$1 million. The defendant sought a new trial or remittitur, and that
19 motion was denied on April 24, 2015. 

20
21 4. Plaintiff now seeks attorney fees and costs for bringing this case to trial.

22 5. This case was brought under RCW 42.40.050(1)(a), which provides,
23 "Any person who is a whistleblower, as defined in RCW 42.40.020, and who has been
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1 subjected to workplace reprisal or retaliatory action is presumed to have established a
2 cause of action for the remedies provided under chapter 49.60 RCW.”

3 6. RCW 49.60.210(2) provides, “ It is an unfair practice for a government
4 agency or government manager or supervisor to retaliate against a whistleblower as
5 defined in chapter 42.40 RCW.”

6 7. The legal basis for plaintiff’s attorney fee claims is RCW 49.60.030(2),
7 which provides:

8 Any person deeming himself or herself injured by any act in violation
9 of this chapter shall have a civil action in a court of competent
10 jurisdiction to enjoin further violations, or to recover the actual
11 damages sustained by the person, or both, together with the cost of suit
12 including reasonable attorneys' fees or any other appropriate remedy
authorized by this chapter or the United States Civil Rights Act of 1964
as amended, or the Federal Fair Housing Amendments Act of 1988....

13 RCW 49.60.030(2). This statute is to be liberally construed. RCW 49.60.020.

14 8. The plaintiff prevailed in this case, and with a \$1 million verdict,
15 achieved excellent results. *See, e.g., Blair v. Wash. State University*, 108 Wn.2d 558,
16 572 (1987), *Steele v. Lundgren*, 96 Wn. App. 773, 783 (2000). Thus, he is entitled to
17 an award of reasonable attorney fees. Our Supreme Court has given trial courts broad
18 discretion in awarding attorney fees. “In order to reverse an attorney fee award, an
19 appellate court must find the trial court manifestly abused its discretion.” *Pham v.*
20 *Seattle City Light*, 159 Wn.2d 538, 540, 543, 151 P.3d 976 (2007)(trial court abused
21 discretion in denying multiplier based on irrelevant factors).
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23 9. The Washington State Supreme Court has determined that the
24 calculation of an award of a reasonable attorney fee involves several determinations,
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1 the first of which is the calculation of a “lodestar figure.” *Id.* (citing *Bowers v.*
2 *Transamerica Title Insurance Co.*, 100 Wn.2d 581, 597 (1983)). The lodestar figure is
3 the product of the attorney’s reasonable rate of hourly compensation multiplied by the
4 number of attorney hours reasonably expended in the litigation. *Bowers*, 100 Wn.2d
5 at 593. An attorney’s established rate for billing clients is usually the reasonable
6 hourly rate for calculation of the lodestar. *Id.* at 596-598. “Where the attorneys in
7 question have an established rate for billing clients, that rate will likely be a reasonable
8 rate.” *Id.* at 597. Trial judges are in the best position to determine the amount of
9 attorney fees and costs, and are thus given broad discretion in determining the
10 lodestar. *Pham v. Seattle City Light*, 159 Wn.2d at 540.

12 10. In determining the reasonable hourly rate of counsel, the Court has the
13 discretion to apply historical rates (adjusted for inflation) or current rates to the
14 calculation. *Fisher Properties, Inc. v. Arden-Mayfair, Inc.*, 115 Wn.2d 364, 375-376,
15 798 P.2d 799 (1990); *Steele v. Lundgren*, 96 Wn. App. 773, 785-786, 982 P.2d 619
16 (2000). Here, early billings by the Sheridan Law Firm were hourly, and under the
17 case law, this Court will use historical rates for the hourly billing, since there was no
18 delay in payment, and current rates should apply for all billing after that.

20 11. Plaintiff entered into a mixed contingent fee agreement with Mr.
21 Sheridan’s law firm. Sheridan Declaration, Exhibit 14. The fees paid hourly were
22 billed here at the rates in effect at the time billed.

24 12. For the contingent fees, this Court will award current rates because the
25 Court finds that the current rates billed here are the rates billed hourly clients.

1 13. In assessing the reasonableness of the hourly rates of counsel, the Court
2 has independently review the billing records submitted by the parties and the
3 declarations of their attorneys and staff and finds them to be reasonable.

4 14. Jack Sheridan—Mr. Sheridan requests an hourly rate of \$550 per hour.
5 I find that the \$550 per hour rate is Mr. Sheridan’s established hourly rate, in that he
6 bills hourly clients at that rate and has done so since January 1, 2013. Sheridan Dec.
7 This rate “will likely be a reasonable rate.” *Bowers v. Transamerica Title Insurance*
8 *Co.*, 100 Wn.2d 581, 597 (1983). Mr. Sheridan’s declaration states and I find that
9 from January 1, 2013, through July 31, 2014, Mr. Sheridan was a partner at
10 MacDonald, Hoague & Bayless, which is a prominent Seattle law firm that focuses on
11 civil rights and immigration. Sheridan Dec. There, he billed hourly work at the rate
12 of \$550 per hour. In *Bichindaritz v. University of Washington*, King County Case No.
13 12-2-05747-8 SEA, which was a PRA case, Mr. Sheridan was awarded his hourly rate
14 of \$550 per hour. Sheridan Dec.¶19. In *Boyer v. State*, Thurston County Case No..
15 11-2-01726-2, which was a RCW 49.60 failure to accommodate a disability case, he
16 was also awarded his hourly rate of \$550 per hour. Sheridan Dec. For the hourly
17 portion of this case, which occurred in 2011, Mr. Sheridan billed hourly clients,
18 including Mr. Chaussee, at \$450 per hour, which is the rate for which he is asking
19 during that period of time. Sheridan Dec.¶20.

20 15. The State seeks to reduce the hourly rates of counsel as excessive
21 without any evidence to support that argument, and as a backup argument claims that
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1 the rates should be the rates in the fee agreement or measured by the rates of Thurston
2 County attorneys. These arguments are not supported by the law or the facts.

3 16. The terms of the fee agreement are irrelevant. The law is as follows
4 regarding the WLAD, and thus regarding state whistleblower claims, since it:

5 contemplates reasonable compensation, in light of all of the
6 circumstances, for the time and effort expended by the attorney for the
7 prevailing plaintiff, no more and no less. Should a fee agreement
8 provide less than a reasonable fee calculated in this manner, the
9 defendant should nevertheless be required to pay the higher amount.

10 *Martinez v. City of Tacoma*, 81 Wn. App. 228, 238, 914 P.2d 86 (1996). The
11 defendant is required to pay the reasonable hourly rate for the work done—the
12 loadstar—no more, no less. The terms of the contingent fee agreement are not
13 relevant and not considered by the Court. Thus, the Court held, “the trial court
14 abused its discretion in placing undue emphasis on Martinez’s contingent fee
15 agreement when determining a reasonable attorney fee for this case.” *Id.* at 241.
16 Here, the hourly rate stated in the 2011 contingent fee agreement is not the test.

17 17. In determining the reasonable hourly rate of counsel, the Court has the
18 discretion to apply historical rates (adjusted for inflation) or current rates to the
19 calculation. *Fisher Properties, Inc. v. Arden-Mayfair, Inc.*, 115 Wn.2d 364, 375-376,
20 798 P.2d 799 (1990); quoting, *Copeland v. Marshall*, 641 F.2d 880, 893 (D.C. Cir.
21 1980),¹ *Steele v. Lundgren*, 96 Wn.App. 773, 785-786, 982 P.2d 619 (2000). Except
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24 ¹ The *Bowers* court also discusses *Copeland* extensively in its opinion and cites it favorably regarding
25 calculation of the lodestar; however, *Bowers* does not specifically address current versus historical
rates. *Bowers* at 100 Wn.2d 581, 598.

1 for hourly billing in 2011, which plaintiffs are billing at the 2011 rates, current rates
2 are the rates used from 2013 to the present—the hourly rates billed to hourly clients.
3 Under *Fisher Properties* and *Copeland*, the hourly rates used in the lodestar represent
4 the prevailing rate for clients who typically pay their bills promptly. To encourage
5 attorneys to represent victims of discrimination, and to compensate those attorneys
6 when they have to wait several years for payment, the use of current rates is
7 appropriate. But this is not an issue here. Only actual rates are requested.
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9 As to the Thurston County rate argument, Mr. Chaussee lives in Kingston.
10 He works in Seattle/Bainbridge Island. It would be wrong to require him to retain an
11 Olympia employment lawyer, or to require Mr. Sheridan, whose office is in Seattle,
12 to bill at Olympia rates when his overhead is in Seattle. This line of reasoning was
13 raised by the defendant in *Brundridge v. Fluor* and rejected by the court. See
14 April 16, 2015 Sheridan Dec., Ex. 6, Findings of Fact 22-26. It should be rejected
15 here as well.
16

17 18. I find that Mr. Sheridan's rate is a reasonable rate for attorneys with his
18 level of experience and expertise. Mr. Sheridan's declaration states and I find that Mr.
19 Sheridan has been an attorney since 1984 and he has extensive experience as a trial
20 attorney having conducted numerous jury trials in his career both in the military and in
21 private and public practice, and his hourly rate has increased in proportion to his
22 experience and success. Sheridan Dec. ¶¶ 1-22, Exhibits 1-7. Mr. Sheridan has
23 focused his practice on civil rights and public interest law since 1994, and some of his
24 cases have helped shape the development of Washington law. *See e.g., Martini v.*
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1 *Boeing*, 137 Wn. 2d 357 (1999), *Brundridge v. Fluor Fed. Services, Inc.*, 164 Wn.2d
2 432, 191 P.3d 879 (2008), *Pham v. Seattle City Light*, 159 Wn.2d 538, 540, 151 P.3d
3 976 (2007), *Trinh and Bailey v. City of Seattle*, 2008 Wash. App. LEXIS 1391 (1998),
4 *Johnson v. Chevron*, 159 Wn. App. 18, 244 P.3d 438 (2010), *Lodis v. Corbis*
5 *Holdings, Inc.*, 172 Wn. App. 835, 852, 292 P.3d 779, 789 (2013), *Tamosaitis v. URS*
6 *Inc.*, No. 12-35924, 2015 WL 898187 (9th Cir. Mar. 4, 2015), and *Washington State*
7 *Dep't of Transp. v. Mendoza de Sugiyama*, 182 Wn. App. 588, 330 P.3d 209 (2014).
8 Sheridan Dec.

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10 19. Beth Touschner—Plaintiff requests an hourly rate of \$325 per hour for
11 Ms. Touschner's work on his case. Mr. Sheridan considers that rate to be reasonable
12 for attorneys with her level of experience, and Mr. Sheridan's declaration states and I
13 find that \$325 per hour is the rate she charged clients who retain her services on an
14 hourly basis since January 1, 2013. Sheridan Dec. ¶23, Exhibit 8. Ms. Touschner's
15 declaration indicates that she has been an attorney since 2008, and she worked for the
16 Sheridan Law Firm, P.S. for over three years and MHB from January 2013 through
17 August 2014. Exhibit 8. She supported Mr. Sheridan in drafting pleadings, including
18 summary judgment responses and appellate briefs, and has second-chaired trials with
19 Mr. Sheridan. Exhibit 8. In *Boyer v. State*, Thurston County Case No. 11-2-01726-2,
20 which was a RCW 49.60 failure to accommodate a disability case, she was also
21 awarded her hourly rate of \$325 per. Sheridan Dec. ¶20. For the hourly portion of
22 this case, which occurred in 2011, Ms. Touschner billed Mr. Chaussee at \$285 per
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1 hour, which Mr. Sheridan considers to be reasonable in 2011, and which I so find.

2 Sheridan Dec.

3 20. Mark Rose—Mark Rose requests an hourly rate of \$350 per hour. Mr.
4 Sheridan's declaration states and I find that \$350 per hour is the rate he bills hourly
5 clients at the Sheridan Law Firm, P.S. and has done so since joining in 2014. Sheridan
6 Dec. ¶24, Exhibit 9. Mr. Sheridan considers that rate to be reasonable given his
7 extensive experience (intensive litigation practice since 2009) and education and I
8 agree.
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10 21. Staff fees—Ashalee May requests an hourly rate of \$200 per hour. I find
11 that Ms. May has worked as Mr. Sheridan's paralegal since June 2008, and has
12 provided a diverse range of services under Mr. Sheridan's supervision from document
13 management to litigation support, including drafting document and witness-related
14 pleadings such as lists of primary witnesses and pre-trial statements. Sheridan Dec.
15 ¶25. She also interviews witnesses, helps draft witness declarations, and attends trials
16 when required. Ms. May's hourly rate has been deemed reasonable by Mr. Sheridan
17 owing to her education and extensive litigation experience and I agree. Sheridan Dec.,
18 Ex. 10. Mr. Sheridan's declaration states, and I find that Ms. May's rate of \$200 per
19 hour was previously awarded by the Honorable Erik Price in *Boyer v. State*, Thurston
20 County Case No. 11-2-01726-2. Sheridan Dec. ¶20.
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22 22. Patti Lane requests an hourly rate of \$175 per hour. Mr. Sheridan's
23 declaration states and I find that Patti Lane is the office legal assistant. She provides
24 support to everyone in the office and her duties include contacting witness, drafting
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1 subpoenaeas, drafting shells for pleadings, organizing hanging files for trial, executing
2 electronic court filings, setting depositions, and communicating with opposing counsel
3 staff. Sheridan Dec. ¶26, Exhibit 11. I find her rate to be reasonable.

4 23. MHB Fees— Mr. Sheridan’s declaration states and I find that from
5 January 1, 2013 through July 2014, Mr. Sheridan was a partner at MacDonald, Hoague
6 & Bayless. Sheridan Dec. His staff went with him to MHB including Ms. Touschner
7 and Ms. May. Sheridan Dec. ¶22. When he left to re-form his firm beginning August
8 1, 2014, Ms. May went with him. Sheridan Dec. ¶25, Ms. Lane left MHB and joined
9 the SLF in the fall of 2014. Sheridan Dec. ¶26. The hourly rates on this case during
10 his time at MHB are reasonable and incorporated into the total fees below. Sheridan
11 Dec. ¶21. As to the hourly rates of other attorneys and staff at MHB, Ms.
12 Chamberlain’s declaration outlined those fees and the reasonableness of those fees for
13 Andre LaRoche, Ms. Chamberlain, Tim Ford, and Troy Locati. I agree with her
14 opinion that the rates are reasonable. Chamberlain Dec.
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17 **Total Hours Worked**

18 24. Attorneys must document their work. The plaintiff has submitted
19 extensive billing records for the Court’s review. “This documentation need not be
20 exhaustive or in minute detail, but must inform the court, in addition to the number of
21 hours worked, of the type of work performed and the category of attorney who
22 performed the work (*i.e.*, senior partner, associate, etc.)” *Bowers* at 597. The records
23 submitted by plaintiff’s counsel contain sufficient detail under the standard set forth in
24 *Bowers*.
25

1 25. I find that Plaintiff billed 1145.67 hours in this litigation. "The court
2 must limit the lodestar to hours reasonably expended, and should therefore discount
3 hours spent on unsuccessful claims, duplicated effort, or otherwise unproductive
4 time." *Bowers* at 597. The hours reasonably expended must be spent on claims
5 having a "common core of facts and related legal theories." *Pham*, 159 Wn.2d at 538
6 (citing *Martinez v. City of Tacoma*, 81 Wn. App. 228, 242-43, 914 P.2d 86 (1996)).

7 26. Mr. Sheridan's declarations state and I find that Mr. Sheridan and his
8 staff keep track of hourly billings through use of an electronic billing system, which
9 permits them to enter time by hand or using a clock device on the computer. He and
10 his staff made the entries contemporaneously. For the times attached to this
11 declaration, it was and is his practice to edit times to deduct unbillable, unproductive,
12 and duplicative time and to reduce time spent based on my business judgment as each
13 time slip is created. He trained his staff to do the same. He also reduced staff hours if
14 he found them to be unbillable, unproductive, or duplicative. Sheridan Dec. ¶27.

15 27. The plaintiff prevailed on his whistleblower claim. The pleadings
16 submitted by the plaintiff and the hours billed were based on a common core of facts
17 and related legal theories, and plaintiff should be compensated for those hours.

18 28. Plaintiff's approach was economical. Mr. Sheridan has reviewed the
19 total hours billed at the SLF and MHB and found them to be reasonable, except for
20 certain attorneys and staff he cannot opine. Sheridan Dec., ¶ 28, Exhibit 12. Ms.

21 Chamberlain has opined as to the total hours worked for those individuals.

22 Chamberlain Dec. I find the total hours worked to be reasonable. *as modified below.*

1 **Lodestar**

2 29. Pursuant to *Bowers*, once the hourly rates and total hours worked have
3 been determined, “[t]he total number of hours reasonably expended is multiplied by
4 the reasonable hourly rate of compensation.” *Bowers*, 100 Wn.2d at 597. That figure
5 becomes the lodestar. The calculation is as follows:

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<u>Attorney/Staff</u>	<u>Hourly Rate</u>	<u>Hours Billed</u>	<u>Total</u>
Sheridan (SLF 2011 hourly)	\$450	4.2	\$ 1,890.00
Sheridan (SLF contingent)	\$550	215.3	\$118,415.00
Sheridan (MHB contingent)	\$550	107.1	\$58,905.00
Sheridan (additional fees)	\$550	15.7	\$8,635.00
Touschner (SLF 2011 hourly)	\$285	60.7	\$17,299.50
Touschner (MHB contingent)	\$325	136	\$44,200.00
Mark Rose (SLF contingent)	\$350	32.74	\$11,459.00
Rose (additional fees)	\$350	7.53	\$2,635.50
May (SLF contingent)	\$200	342.1	\$ 68,420.00
May (MHB contingent)	\$200	127.7	\$25,540.00
Lane (SLF contingent)	\$175	64.75	\$11,331.25
Lane (additional fees)	\$175	14.25	\$2,493.75
LaRoche (MHB contingent)	\$225	1.4	\$315.00
Chamberlain (MHB contingent)	\$300	6.7	\$2,010.00
Chamberlain (MHB additional fees)	400	5.5	2,200.00
Ford	\$600	1.7	\$1,020.00

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(MHB contingent)			
Locati	\$175	2.3	\$402.50
(MHB contingent)			
Total Hours Worked:		1145.67	\$377,171.50
			<i>as modified</i>
		Lodestar:	√ \$377,171.50

The court will not award fees or costs for the interlocutory appeal and deducts the following:

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JD
 Fee: \$16,942.50
 Costs: \$1,180.90
(JD)

Sheridan Supplemental Dec.

30. I find that the lodestar in this case is the product of the rates and hours billed as set forth above, which totals \$377,171.50. This amount is reasonable.

31. The defendant argues that plaintiff cannot recover for unsuccessful theories. Defendant wants the Court to deduct fees if a piece of evidence was rejected or a motion denied. In fact, plaintiff won a victory based on a common core of facts—the minor successes and failures during battle are not relevant—only the overall outcome:

All of Steele's claims involved a common core of facts and related legal theories. Steele won substantial relief. The trial court recognized that Steele's claims were overlapping and that, despite the elimination of some of the claims on summary judgment, the core of her claims went to the jury. The court did not abuse its discretion in this respect.

Steele v. Lundgren, 96 Wn. App. 773, 783, 982 P.2d 619, 625 (1999). Plaintiff was successful on his whistleblower claim. That brings forth full fees and costs so long as they are reasonable.

32. Defendant misquotes *Bowers* as to the need for detail in billing records. Plaintiff has submitted more than sufficient detail to meet the *Bowers* standard. In *Bowers*, the following was deemed acceptable:

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(JD)

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Attorney & Type of Work	Hours	Rate	Total
Senior Partner: Court appearances	17.3	\$95	\$1,643.50
Senior Partner: Review of pleadings	39.2	\$85	\$3,332.00
Junior Associate: Research & drafting	87.6	\$40	\$3,504.00
Junior Associate: Depositions	35.5	\$40	\$1,420.00
			\$9,899.50

Bowers v. Transamerica Title Ins. Co., 100 Wn. 2d 581, 598, 675 P.2d 193, 204

(1983). The above was sufficient detail for the Supreme Court, and here, plaintiff submitted much greater detail. Again, the defendant's arguments are misleading and wrong.

33. In its response, the defendant paraphrases *Hensley*, which is a U.S. Supreme Court case from 1983, for the proposition that a court may simply reduce an award if a court cannot identify specific hours that should be eliminate. Defendant's brief at 3:11. The actual quote is, "The party seeking an award of fees should submit evidence supporting the hours worked and rates claimed. Where the documentation of hours is inadequate, the district court may reduce the award accordingly." *Hensley v. Eckerhart*, 461 U.S. 424, 433, 103 S. Ct. 1933, 1939, 76 L. Ed. 2d 40 (1983).

Following the requirements and examples from *Bowers*, plaintiff has more than adequately represented the hours worked. Even so, *Hensley* also states,

Where a plaintiff has obtained excellent results, his attorney should recover a fully compensatory fee. Normally this will encompass all hours reasonably expended on the litigation, and indeed in some cases of exceptional success an enhanced award may be justified. In these circumstances the fee award should not be reduced simply because the plaintiff failed to prevail on every contention raised in the lawsuit.

1 *Id.* at 435. In fact, *Hensley* and other federal cases discussing attorney fees have no
2 applicability here, because federal attorney fee petitions are based on different grounds
3 than state fee petitions, and the federal grounds were soundly rejected by our Supreme
4 Court in *Bowers*, which held that the twelve factor federal approach, "has been
5 criticized as providing no more than illusory guidance to trial judges in setting
6 reasonable fees." *Bowers v. Transamerica Title Ins. Co.*, 100 Wn. 2d 581, 596, 675
7 P.2d 193, 203 (1983). Thus, all of the hours are supported by applicable law, and even
8 supported by the defendant's improper reliance on *Hensley*.

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10 34. The defendant argues that Mr. Sheridan's travel time should be denied
11 since, "the plaintiff selected Thurston County over King County as the venue in the
12 case." Response at 6:20. But Thurston County was a proper venue, and the venue
13 went unchallenged, so again, the WLAD provides for the following remedies:

14 Any person deeming himself or herself injured by any act in violation
15 of this chapter shall have a civil action in a court of competent
16 jurisdiction to enjoin further violations, or to recover the actual
17 damages sustained by the person, or both, together **with the cost of suit**
18 including reasonable attorneys' fees or any other appropriate remedy
19 authorized by this chapter or the United States Civil Rights Act of 1964
as amended, or the Federal Fair Housing Amendments Act of 1988 (42
U.S.C. Sec. 3601 et seq.).

20 RCW 49.60.030(2). *See, Blaney v. Int'l Ass'n of Machinists And Aerospace Workers,*
21 *Dist. No. 160*, 151 Wash. 2d 203, 212-13, 87 P.3d 757, 762 (2004). Travel is a cost,
22 which should be awarded under the WLAD. *See also, Xieng v. Peoples Nat. Bank of*
23 *Washington*, 120 Wn.2d 512, 530, 844 P.2d 389, 398 (1993) (trial court's award of
24 expert witness fees proper under RCW 49.60.030(2)). Travel is a valid cost,
25 especially when venue is not challenged.

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1 35. As to the State's challenges to times billed for a motion to compel, a
2 summary judgment response, and a Public Records Act claim, the Court should be
3 mindful that all of that was mixed in with the sanctions motion; since the defendant
4 failed to produce the handwritten complaint in discovery, Vernon Day when deposed
5 the first time testified that he did not know the name of the whistleblower, and then at
6 summary judgment, submitted the document as evidence that they would not have
7 retaliated against Mr. Chaussee because they had the document. Extra time was
8 needed to combat the misrepresentations. All of that time should be awarded as
9 should the time for the discretionary review and continuance, because they are all part
10 of the same core facts. *Steele v. Lundgren*, 96 Wash. App. 773, 783, 982 P.2d 619,
11 625 (1999).

13 36. As to the claim that Ms. Touschner was engaged in nonlegal work when
14 billing some issues, this argument is also rejected. See Response at 7:1. Attorneys
15 must review discovery documents, keep clients informed, and edit pleadings for the
16 Court. All of these billings are appropriate.

18 37. The federal court block billing argument made by the defendant is not
19 recognized in Washington State. Instead, we rely on the simpler billing methods
20 outlined in *Bowers v. Transamerica Title Ins. Co.*, 100 Wn. 2d 581, 598, 675 P.2d
21 193, 204 (1983). The block billing argument should be rejected.

22 38. As to Ms. Chamberlain's billings, she has submitted a supplemental
23 declaration in support, which should be adopted.
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Handwritten signatures and initials on the right margin. There are two distinct signatures, one above the other, both appearing to be in cursive. The top signature is more complex, while the bottom one is simpler and more stylized.

1 39. Challenges to paralegal and staff time are unsubstantiated. Their billing
2 reflects an efficient organization in which staff step-in for attorneys to get the work
3 done. They have been awarded these rates in other cases, and they are reasonable.

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6 **Multiplier**

7 40. A multiplier is warranted in this case. I find that the case was high risk
8 from the outset owing to the fact that Mr. Chaussee was not the whistleblower and had
9 no economic damages by the time of trial, which made liability and damages
10 problematic. See Sheridan Dec. Also, even though no medical testimony is required
11 under *Bunch*, the fact that there was no significant medical testimony to support the
12 emotional harm made the case more challenging and the verdict more impressive. See
13 Sheridan Dec.

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15 41. For cases brought under the WLAD, society and the legislature want to
16 encourage private enforcement, and "the possibility of a multiplier works to encourage
17 [attorneys] to accept difficult cases." See, *Pham v. Seattle City Light*, 159 Wn.2d at
18 542. See also, *Brundridge v. Fluor Fed. Services, Inc.*, 164 Wn.2d 432, 191 P.3d 879
19 (2008) (50% multiplier awarded to Sheridan in wrongful discharge case involving
20 eleven plaintiff whistleblowers owing to risk). A multiplier is warranted here.

21
22 42. Adjustments to the lodestar are appropriate to reflect "the contingent
23 nature of success, and the quality of work performed." *Bowers v. Transamerica Title*
24 *Insurance Co.*, 100 Wn.2d at 598. "In adjusting the lodestar to account for this risk
25 factor, the trial court must assess the likelihood of success at the outset of the



1 litigation." *Id.* quoting *Bowers* at 598-599. In *Bowers*, the Supreme Court held that a
2 50% multiplier was reasonable, because 1) counsel would not have been compensated,
3 unless the plaintiff prevailed, 2) plaintiff's cause of action arguably was legally
4 unsupported, and 3) the law arguably did not authorize an award of attorneys fees to
5 the prevailing party.² *Id.* at 600-601; *see also, Washington State Physicians Ins.*
6 *Exchange & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 335-336 (1993)(50% multiplier;
7 only a **portion** of the case was contingent); *Herring v. Department of Social & Health*
8 *Servs.*, 84 Wn. App. 1, 34-35 (1996)(50% multiplier because initial view high-risk);
9 *Guam Soc'y Obstetricians & Gynecologists v. Ada*, 100 F.3d 691, 697-98 (9th Cir.
10 1996) (2.0 multiplier for controversial nature of case); *Oberfelder v. City of Petaluma*,
11 2002 U.S. Dist. Lexis 8635, pp. 31-33 (N.D. Cal. 2002) (1.5 multiplier for unusually
12 demanding and costly case).

13
14 43. This was a high-risk case from the outset because Mr. Chaussee was not
15 the whistleblower, and the Court had not ruled on whether the shifting burden jury
16 instruction would be given. When determining whether a contingency multiplier is
17 warranted in a particular case, we have explained that

18
19 In adjusting the lodestar to account for this risk factor, the trial court
20 must assess the likelihood of success **at the outset of the litigation.**
21 *This is necessarily an imprecise calculation and must largely be a*
22 *matter of the trial court's discretion.* Nevertheless certain guiding
23 principles should be followed [T]o the extent, if any, that the hourly
24 rate underlying the lodestar fee comprehends an allowance for the

25 ² The trial court also relied on evidence concerning the percentage of plaintiff's counsel's practice that was devoted to contingent fee representation. *Id.* The *Bowers* court held that this reliance was mistaken, but nonetheless found the 50% adjustment for contingency arrived at to be proper. *Id.* at 601.



1 contingent nature of the availability of fees, no further adjustment
2 duplicating that allowance should be made.

3 *Id.* at 542, quoting, *Bowers*, 100 Wn.2d at 598–99, 675 P.2d 193 (bold and emphasis
4 added). Here, the multiplier will encourage other attorneys to take such high risk and
5 novel cases in the public interest to hold the State accountable for in wrongful acts.

6 And the outcome was exceptional.

7 44. The legislature wants to encourage attorneys to take public interest
8 cases. In adjusting the lodestar to account for this risk factor, the trial court must
9 evaluate the likelihood of success at the outset of the litigation. *Bowers* at 598. Most
10 important, “the contingency adjustment is designed solely to compensate for the
11 possibility ... that the litigation would be unsuccessful and that no fee would be
12 obtained”. *Id.* at 598-99 citing, *Copeland v. Marshall*, 641 F.2d 880, 893 (D.C. Cir.
13 1980). “The risk factor should apply only where there is no fee agreement that assures
14 the attorney of fees regardless of the outcome of the case.” *Id.* at 599. Mr. Sheridan’s
15 contract with the plaintiff provided for only a modest hourly amount and full recovery
16 only if the plaintiff succeeded. Sheridan Declaration, Ex. 14.

17
18 45. Plaintiff suggests that a 50% multiplier is warranted here, because this
19 was a high-risk case with an excellent result. I note that Mr. Sheridan received a .5
20 (50%) multiplier in *Brundridge* (over \$300,000) and a 25% multiplier in *Wellenbrock*
21 (over \$150,000)—both whistleblower cases. Sheridan Dec. ¶13. Mr. Sheridan also
22 received a multiplier in the *Pham* case after remand. Sheridan Dec. ¶10.

23
24 46. A small portion of the fees here were hourly under a mixed fee
25 agreement, and plaintiff does not seek a multiplier for that hourly portion. In

1
2 Fee Recovery

3 50. A prevailing plaintiff is entitled to be awarded reasonable attorneys' fees
4 for the time spent in obtaining statutory attorneys' fees. See e.g. *Bowers*, 100 Wn.2d at
5 600. Plaintiff will be awarded the fees and costs for work done on this petition.
6

7 Summary and Allocation

8 51. The defendant is ordered to pay the plaintiff attorneys' fees and costs as
9 follows:

Attorney Fees:	\$377,171.50 \$360,229.00
Costs:	\$21,892.73 \$20,711.83
Multiplier	\$178,991.00
Total Owing:	\$578,055.23 \$380,940.83

[Handwritten signature]
[Handwritten initials]

17 DATED this 24 day of April, 2015.

19
20 *[Signature]*
21 Hon. Gary Tabor
Thurston County Superior Court

22 Presented by:
23 THE SHERIDAN LAW FIRM, P.S.

24 By: *[Signature]*
25 s/John P. Sheridan
John P. Sheridan, WSBA # 21473

PLAINTIFF'S FIRST AMENDED FINDINGS OF
FACT AND CONCLUSIONS OF LAW - 21

THE SHERIDAN LAW FIRM, P.S.
HOGE BUILDING, SUITE 1200
705 SECOND AVENUE
SEATTLE, WA 98104
TEL: 206-381-5949 FAX: 206-447-9206

Attorneys for Plaintiff

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Approved as to Form:

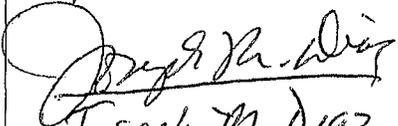
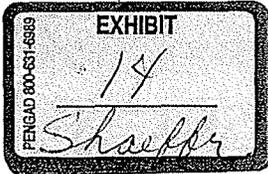

Joseph M. Diaz, WSBA 16170

EXHIBIT U

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Hon. Gary R. Tabor



SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

STEPHEN CHAUSSEE, an individual,
Plaintiff,
v.
STATE OF WASHINGTON,
Defendant.

No. 11-2-01884-6
DECLARATION OF KATHERINE C.
CHAMBERLAIN IN SUPPORT OF
PLAINTIFF'S MOTION FOR COSTS AND
ATTORNEY FEES

I, Katherine Chamberlain, on oath, declare as follows:

1. I am a partner at the law firm of MacDonald Hoague & Bayless ("MHB"). I am competent to make this declaration which is based on personal knowledge. I submit this declaration in support of Plaintiff's Motion for Costs and Attorney Fees pursuant to Civil Rule 54 and RCW 49.60.030.

2. Jack Sheridan, counsel for Plaintiff Stephen Chaussee, was an attorney at MHB from January 1, 2013 through July 31, 2014. Attorney Beth Touschner and paralegal Ashalee May were employed by MHB, and worked on Plaintiff's case, during that time period.

3. Exhibit A contains the time entries reflected on MHB's accounting database (as maintained and updated in the ordinary course of business) for time spent by MHB lawyers and staff on Mr. Chaussee's case from January 1, 2013 through July 31, 2014. MHB requires its attorneys and staff to contemporaneously record their time spent on each case. As of July 31, 2014, MHB attorneys and staff had expended 382.9 hours in pursuit of resolution of this dispute. The hours expended by MHB attorneys and staff for which Plaintiff seeks compensation are

1 detailed in Exhibit A. Exhibit A was reviewed and adjusted for duplicate entries and the total
2 fees reduced accordingly. The total MHB fees sought here are \$132,392.50.

3 4. The costs incurred by the Plaintiff and paid by MHB or by him as of July 31,
4 2014, are contained in Exhibit B. This exhibit was prepared from a report generated from
5 MHB's accounting database as maintained and updated in the ordinary course of business.
6 These expenses would be chargeable and properly charged to a client paying on an hourly basis.
7 The total costs incurred while MHB represented Plaintiff (between January 1, 2013 and July 31,
8 2014) are \$9,712.44

9 Cost Summary

10

SERVICE	COST
Courier Service	51.53
Photocopies	53.30
Printing (In House)	7.50
Court Reporter -- Hearings	180.00
Court Reporter - Depositions	3696.4
Filing Fee--Superior Court	290.00
Lodging	50.00
Meals	38.26
Medical Conference/Consultation	185.00
Medical Records	159.64
Messenger & Delivery	1,827.75
Messenger & Delivery	5.00
Outside Professional Services	100.00
Postage	1.40
Records Request	35.91
Research-LEXIS	20.81
Service of Process	348.50
Travel	142.89
Travel: Mileage	96.05
Arbitration/Mediation	2,422.50
TOTAL COSTS:	9,712.44

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1 5. Windy Walker was Mr. Sheridan's legal assistant between January 1, 2013, and
2 July 31, 2014, and assisted Mr. Sheridan, Ms. Touschner, and Ms. May, on Mr. Chaussee's case.
3 Ms. Walker continues to work at MHB and prepared and reviewed Exhibits A and B under my
4 supervision.

5 6. Attorneys Jack Sheridan and Beth Touschner, and paralegal Ashalee May,
6 performed work on this case between January 1, 2013, and July 31, 2014. MHB attorneys
7 Katherine Chamberlain, Tim Ford, and André La Roche, and legal investigator Troy Locati also
8 performed work on this case prior to July 31, 2014. During that period of time, their hourly rates
9 as billed by MHB were:

10	Jack Sheridan	Attorney	\$550
11	Tim Ford	Attorney	\$600
12	Katherine Chamberlain	Attorney	\$300
13	Beth Touschner	Attorney	\$325
14	André La Roche	Attorney	\$225
15	Ashalee May	Paralegal	\$200
16	Troy Locati	Investigator	\$175

17 7. Below is a summary of the qualifications of MHB attorneys and staff who
18 performed work on Mr. Chaussee's case:

19 a. Jack Sheridan and Ashalee May: Mr. Sheridan was a partner at MHB
20 from January 1, 2013 until July 31, 2014. Ms. May worked at MHB as a paralegal during
21 that timeframe. While at MHB, Mr. Sheridan's standard hourly rate was \$550 and Ms.
22 May's was \$200. MHB understands that Mr. Sheridan is filing a declaration in support
23 of Plaintiff's Fee Petition that describes his extensive experience and success, and the
24 experience of paralegal Ashalee May, and supports their hourly rates.

25 b. Beth Touschner: Ms. Touschner graduated from the University of Akron
26 School of Law in May 2008 and became a member of the Washington Bar in December
27 2008. She worked for the Sheridan Law Firm, P.S. from March 2009 through December

1 2012, focusing primarily on representing plaintiffs in employment discrimination and
2 whistleblower retaliation claims. In January 2013, Ms. Touschner and Mr. Sheridan
3 joined MHB, where they continued to represent plaintiffs in employment cases. During
4 her work at MHB, Ms. Touschner participated in all aspects of motion practice and trial
5 preparation, and assisted Mr. Sheridan in several employment trials. Her standard hourly
6 rate while at MHB was \$325.

7 c. André La Roche: Mr. La Roche graduated from Stanford Law School in
8 2009, where he was a member of the mock trial team, environmental law clinic, and the
9 business manager of the Stanford Law and Policy Review. Between 2009 and 2012, he
10 was a visiting attorney for Public Advocates, Inc. in San Francisco and then an associate
11 at Perkins Coie in Seattle. He was an associate attorney for MHB in 2013, and worked
12 on a variety of litigation matters including employment cases. His standard hourly rate
13 while at MHB was \$225.

14 d. Katherine Chamberlain: I have been an attorney for over ten years. After
15 graduating from the University of Oregon School of Law in 2004, I worked as a
16 plaintiff's civil rights attorney at Walters Chanti & Zennaché in Eugene, Oregon, before
17 joining MacDonald Hoague & Bayless in Seattle in 2007. I became a partner at MHB in
18 January 2012. My practice focuses on plaintiff's employment and civil rights litigation.
19 I am licensed to practice law in Washington, Oregon, and California. In 2013, my
20 standard hourly rate was \$300. In late 2013 or early 2014, I determined that my hourly
21 rate was lower than my peers in the profession. I adjusted my hourly rate to \$400. I now
22 customarily charge \$400 per hour to hourly clients.

23 e. Tim Ford: Mr. Ford is a graduate of Stanford Law School. He has been a
24 Washington attorney for nearly 40 years, since 1975. He has handled major civil and
25 criminal trials and appeals in courts in Washington and around the country. Mr. Ford has
26 argued before United States Supreme Court in several landmark cases. His civil litigation
27 practice focuses mostly on civil rights cases. Other information about Mr. Ford's career

1 is contained on MHB's website at <http://www.mhb.com/seattle-attorneys/tim-ford/>. Mr.
2 Ford's standard hourly rate is \$600/hour.

3 f. Troy Locati: Mr. Locati is a legal investigator and senior paralegal. He has
4 over 30 years of experience as a litigation support manager, paralegal, and legal investigator,
5 and over twenty years of experience as an information technology specialist and senior
6 paralegal. Mr. Locati has owned and operated his own investigation and litigation support
7 agency since 1986, and has been a licensed detective since licensing in Washington began
8 over twenty-five years ago. He is also a certified legal investigator. Mr. Locati has provided
9 litigation support, managed electronic discovery, and has provided information and
10 technology services in a wide variety of cases and has substantial supervisory experience. In
11 2013, MHB charged \$175 per hour for Mr. Locati's time. Mr. Locati's current hourly
12 rate is \$225 per hour.

13 8. Exhibit C is a copy of the Findings of Fact and Conclusions of Law Regarding
14 Plaintiff's Petition for Attorney Fees and Costs in the matter of *Boyer v. State of Washington*,
15 where in the Honorable Judge Eric Price determined that "the rates requested by plaintiff to be
16 within the acceptable range for counsel." See pg. 3 at ¶5. Exhibit D is a copy of the Declaration
17 of Katherine C. Chamberlain filed in the *Boyer v. State of Washington* (without exhibits). The
18 rates held reasonable by the Thurston County Superior Court included: Jack Sheridan, \$550;
19 Beth Touschner, \$325; Ashley May, \$200; and Katherine Chamberlain, \$400. Compare Exhibits
20 C and D.

21 9. Applying MHB's hourly rates to the hours billed for this case, the lodestar
22 calculation for work performed when MHB represented Plaintiff (January 1, 2013 to July 31,
23 2014) is as follows:

24 //

25 //

27

Fee Summary (1/1/13 to 7/31/14)

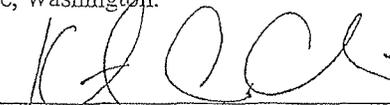
Worker	Rate	Hours	Fees
André La Roche	\$225	1.4	\$315
Ashalee May	\$200	127.7	\$25,540.00
Beth Touschner	\$325	136	\$44,200.00
Jack Sheridan	\$550	107.1	\$58,905.00
Katherine Chamberlain	\$300	6.7	\$2,010.00
Tim Ford	\$600	1.7	\$1,020.00
Troy Locati	\$175	2.3	\$402.50
TOTAL FEES:		382.9	\$132,392.50

10. I have spent 4.7 hours preparing this fee declaration and overseeing the preparation of MHB's narratives of fees for work performed and costs incurred in this case, communicating with Jack Sheridan and my law partner Joe Shaeffer, and communicating with my legal assistant and bookkeeper at MHB, regarding the same. Therefore, the lodestar calculation for work performed by MHB for fee petition work from March 26, 2015 forward is \$1,880.

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
Katherine Chamberlain	4.7	\$400	\$1,880

I swear under penalty of perjury under the laws of Washington State that the above statements are true to the best of my knowledge.

DATED this 9th day of April 2015, at Seattle, Washington.


 Katherine C. Chamberlain, WSBA # 40014

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CERTIFICATE OF SERVICE

The undersigned certifies under penalty of perjury according to the laws of the United States and the State of Washington that on this date I caused to be served in the manner noted below a copy of this document entitled **DECLARATION OF KATHERINE C. CHAMBERLAIN IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY FEES** on the following individual(s):

Counsel for defendant, the State of Washington

Joseph Diaz
Alicia O. Young
Attorney General of Washington
Torts Division
7141 Cleanwater DR SW
Olympia, WA 98504-0126

- Via Facsimile
- Via First Class Mail
- Via Email
- Via Messenger
- Via Overnight Delivery

DATED this 16th day of April, 2015, at Seattle, Washington.

s/Patti Lane
Patti Lane, Legal Assistant

EXHIBIT V

FINAL ACCOUNTING

CLIENT: Stephen Chaussee
CLIENT #: 10534.1
DATE: May 1, 2015
RE: Chaussee v. State of Washington

ATTORNEY'S FEES

MHB Total Fees	\$	134,592.50
Fees Not Awarded by Court	\$	16,942.50
MHB Court Awarded Fees	\$	117,650.00

COSTS

MHB Total Costs	\$	9,712.44
Costs Paid by Client	\$	9,132.29
Unpaid Costs	\$	580.15

SUMMARY OF FEES AND COSTS DISTRIBUTION BY SLF AFTER RECEIPT OF JUDGMENT

Total MHB Court Awarded Fees and Unpaid Costs to be Distributed by the SLF to "MacDonald Hoague & Bayless"	\$	118,230.15
Funds to be Distributed by SLF to "Stephen Chaussee" for Reimbursement of Costs Paid by Client to MHB	\$	9,132.29

I acknowledge receiving a copy of this Final Accounting and it is in accordance with my understanding. I approve of this Final Accounting and of the disbursements made herein. I specifically approve of the disbursement to MacDonald Hoague and Bayless for their fees and costs.

Dated this 9th day of June, 2015, at 11:00 am, WA.

CLIENT

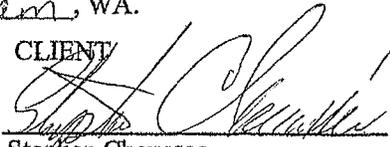

Stephen Chaussee

EXHIBIT W

163 - 2nd and Marlon
Seattle, Washington

OFFICIAL CHECK

Customer Copy

026614323

Date 06/09/2015

Remitter SHERIDAN LAW FRIM

Pay To The Order Of MACDONALD, HOAGUE & BAYLESS

\$ 118,230.15 ***

Drawer: KeyBank

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

FORM NO. 80-0811-T21 (4/08)

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT

OFFICIAL CHECK

026614323

Date 06/09/2015

163 - 2nd and Marlon
Seattle, Washington

Remitter SHERIDAN LAW FRIM

Pay To The Order Of MACDONALD, HOAGUE & BAYLESS

\$ 118,230.15 ***

Pay: ONE HUNDRED EIGHTEEN THOUSAND
TWO HUNDRED THIRTY DOLLARS AND 16 CENTS

Drawer: KeyBank

Dennis A. D...
AUTHORIZED SIGNATURE

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this Instrument, call: 1-888-566-6142

Memo: CHAUSSEE

⑈026614323⑈ ⑆031100209⑆ 38774212⑈

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EXHIBIT X

MacDonald Hoague & Bayless

Report Run: 6/3/2016 2:12:11PM

Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Regular Account

1/23/2013	JPS	Fee	0.70	Prepare for and attend conference with court	385.00	385.00
2/28/2013	JPS		0.70			
1/29/2013	BST	Fee	0.30	Email client regarding upcoming hearing and send	97.50	482.50
2/28/2013	JPS		0.30	emails to staff related to organizing client documents		
1/30/2013	BST	Fee	0.50	Reviewing and organizing client emails in preparation	162.50	645.00
2/28/2013	JPS		0.50	for upcoming exhibit list		
1/30/2013	TLL	Fee	0.30	Correspond with J. Sheridan regarding scheduling	52.50	697.50
2/28/2013	JPS		0.30	telephone conference with client.		
1/31/2013	TLL	Fee	0.30	Review correspondence from J. Sheridan regarding	52.50	750.00
2/28/2013	JPS		0.30	scheduling a telephone conference with A. Swanson; Review correspondence between J. Sheridan and W. Walker regarding scheduling a telephone conference with A. Swanson; Correspond with W. Walker and A. Swanson regarding a telephone conference with A. Swanson.		
2/1/2013	TLL	Fee	3.50	Review documents in preparation for telephone	612.50	1,362.50
9/23/2015	JPS		3.50	conference with A. Swanson; Participate in telephone conference with J. Sheridan and A. Swanson; Interview A. Swanson by telephone; Review notes; Correspond with J. Sheridan regarding telephone conference call and regarding witness; Confer by telephone with A. Swanson to obtain additional information; Correspond with J. Sheridan regarding witness and investigation planning.		
2/1/2013	TLL	Fee	1.50	Review client's chronology, fact descriptions and	262.50	1,625.00
9/23/2015	JPS		1.50	communications; Prepare proposed investigation plan; Prepare interview notes from conversation with client; Attempt to reach client by telephone.		
2/3/2013	TLL	Fee	3.00	Confer by telephone with A. Swanson regarding	525.00	2,150.00

MacDonald Hoague & Bayless

Report Run: 6/3/2016 2:12:11PM

Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
9/23/2015	JPS		3.00	potential witnesses and regarding key facts; Confer by telephone with J. Sheridan regarding potential witnesses, key facts and investigation planning; Review documents; Interview witness by telephone and prepare interview notes.		
2/4/2013	TLL	Fee	4.00	Participate in interview of witness; Confer with J. Sheridan regarding facts of case and case preparation; Prepare list of potential witnesses and questions for priority witnesses; Confer by telephone with A. Swanson (2x); Review correspondence from A. Swanson and attached performance review; Confer by telephone with witness; Confer by telephone with witness.	700.00	2,850.00
9/23/2015	JPS		4.00			
2/4/2013	JPS	Fee	2.50	Prepare for hearing; interview witness	1,375.00	4,225.00
9/23/2015	JPS		2.50			
2/5/2013	TLL	Fee	3.50	Review correspondence from A. Swanson regarding newspaper article and Internet harassment; Correspond with A. Swanson regarding Internet harassment; Correspond with A. Swanson regarding telephone number for witness; Attempt to reach witness by telephone; Interview witness by telephone; Correspond with J. Sheridan regarding interview of witness; Correspond with J. Sheridan regarding attempted interview of witness and attempts to reach other witnesses; Prepare notes; Place telephone calls to potential witnesses.	612.50	4,837.50
9/23/2015	JPS		3.50			
2/5/2013	JPS	Fee	4.00	Review witness information; prepare for hearing	2,200.00	7,037.50
9/23/2015	JPS		4.00			
2/6/2013	JPS	Fee	1.00	Review witness list for purposes of issuing subpoenas; call client	155.00	7,192.50
2/28/2013	JPS		1.00			
2/6/2013	JPS	Fee	1.50	Meet with opposing counsel; contact court; review witness information; trial preparation	825.00	8,017.50
9/23/2015	JPS		1.50			
2/6/2013	TLL	Fee	2.00	Prepare memoranda of conversations with witnesses; Confer by telephone with J. Sheridan regarding witnesses; Interview potential witnesses by telephone Place telephone calls to potential witnesses; Prepare interview notes.	350.00	8,367.50
9/23/2015	JPS		2.00			
2/7/2013	TLL	Fee	2.50	Prepare memoranda of conversations; Prepare litigation database reports; Confer with J. Sheridan regarding interviews, memoranda of conversations and investigation status and planning; Correspond with J. Sheridan regarding telephone numbers for witnesses.	437.50	8,805.00
9/23/2015	JPS		2.50			

MacDonald Hoague & Bayless

Report Run: 6/3/2016 2:12:11PM

Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			0.50			
2/7/2013	JPS	Fee		Telephonic hearing	275.00	9,080.00
9/23/2015	JPS		0.50			
			0.90			
2/8/2013	BST	Fee		Reviewing exhibits and responding to emails from	292.50	9,372.50
9/23/2015	JPS		0.90	opposing counsel about redacted exhibits		
			1.30			
2/8/2013	TLL	Fee		Prepare memos regarding telephone interviews of	227.50	9,600.00
9/23/2015	JPS		1.30	witnesses; Confer by telephone with A. Swanson; Correspond with J. Sheridan regarding conversation with A. Swanson and regarding memos.		
			5.00			
2/10/2013	AMM	Fee		Prepare for hearing - update exhibit bookmarks;	1,000.00	10,600.00
9/23/2015	JPS		5.00	respond to JPS email; work on chronology		
			4.00			
2/10/2013	JPS	Fee		Trial prep. Meet with client	2,200.00	12,800.00
9/23/2015	JPS		4.00			
			10.00			
2/11/2013	JPS	Fee		Prepare for hearing	5,500.00	18,300.00
9/23/2015	JPS		10.00			
			1.80			
2/12/2013	BST	Fee		Preparing unredacted exhibits for hearing and	585.00	18,885.00
9/23/2015	JPS		1.80	assisting with exhibits for hearing		
			11.00			
2/12/2013	JPS	Fee		Prepare for and attend hearing	6,050.00	24,935.00
9/23/2015	JPS		11.00			
			11.50			
2/13/2013	JPS	Fee		Prepare for and attend hearing	6,325.00	31,260.00
9/23/2015	JPS		11.50			
			0.80			
2/15/2013	JPS	Fee		Discussions regarding witness testimony	440.00	31,700.00
9/23/2015	JPS		0.80			
2/28/2013		Noncash Cost		Photocopies	2.50	31,702.50
3/31/2013						
2/28/2013		Cash Cost		2/7/13 Pick up and delivery of binder of trial exhibits	87.50	31,790.00
3/31/2013	WW	Messenger & Delivery		to Office of Admin Hearing - Tacoma Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		Service of Process upon Bridget Bascomb Subpoena	35.00	31,825.00
3/31/2013	WW			for hearing Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		Service of Process upon witness Subpoena	69.50	31,894.50

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Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
3/31/2013	WW			for Hearing Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		Service of Process upon for Melinda Nichols	105.00	31,999.50
3/31/2013	WW			Subpoena for Hearing - Several Attempts Made - Order Cancelled and Returned to W. Walker Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		Service of Process upon Ron Knox, Garvey Schubert	59.50	32,059.00
3/31/2013	WW			Barer Subpoena Duces Tecum for Hearing Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		2/6/13 pickup and delivery to the ABC Legal Process	10.00	32,069.00
3/31/2013	WW	Messenger & Delivery		Deptment for Service Check # 60236 ABC Legal Services Inc.		
2/28/2013		Cash Cost		2/14/13 Pickup of 2 4" Binders at Office of Admin	19.00	32,088.00
3/31/2013	WW	Messenger & Delivery		Hearing and delivery to W. Walker Check # 60236 ABC Legal Services Inc.		
3/5/2013	AMM	Fee	0.20	Review email	40.00	32,128.00
9/23/2015	JPS		0.20			
3/6/2013	JPS	Fee	0.50	Scheduling conference	275.00	32,403.00
9/23/2015	JPS		0.50			
3/7/2013		Cash Cost		2/10/13 J. Sheridan charge at Commuter Comforts	16.75	32,419.75
3/31/2013	JPS	Meals		Café for meeting w/ clinet for prep for admin hearing Check # 60546 U.S. Bank		
3/7/2013		Cash Cost		2/13/13 J. Sheridan meal charge at Benihana during	18.88	32,438.63
3/31/2013	JPS	Meals		Admin Hearing Check # 60546 U.S. Bank		
3/8/2013	DJW	[REDACTED]		[REDACTED]	-2.50	32,436.13
	MHB					
3/8/2013	DJW	[REDACTED]		[REDACTED]	-902.50	31,533.63
	MHB					
3/26/2013	BST	Fee	3.10	Legal research on use of illegally intercepted	1,007.50	32,541.13
9/23/2015	JPS		3.10	communications; review recent client emails		
			4.50			

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[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
3/26/2013	JPS	Fee		Draft settlement letter; legal research on federal claims	2,475.00	35,016.13
9/23/2015	JPS		4.50			
			12.00			
3/27/2013	JPS	Fee		Prepare for and attend mediation	6,600.00	41,616.13
9/23/2015	JPS		12.00			
3/27/2013		Cash Cost		2/13/13 Transcription of Administrative Hearing, Vol II	1,402.70	43,018.83
3/31/2013	WW	Court Reporter-Hearing Trans.		\$1,367.70 Transcript (282 pgs @ \$4.85) \$ 25.00 E-Transcript \$ 10.00 Delivery Check # 60589 Marlis J. DeJongh & Associates		
3/27/2013		Cash Cost		2/12/13 Transcription of Administrative Hearing, Vol I	893.20	43,912.03
3/31/2013	WW	Court Reporter-Hearing Trans.		\$591.70 Original Transcript (122 pgs @ \$4.85) \$266.50 Transcript Copy (82 pgs @ \$3.25) \$ 25.00 E-Transcript \$ 10.00 Delivery Check # 60589 Marlis J. DeJongh & Associates		
3/29/2013	AMM	Fee	0.10	Review client email	20.00	43,932.03
9/23/2015	JPS		0.10			
			0.20			
4/4/2013	JPS	Fee		Review client emails	110.00	44,042.03
9/23/2015	JPS		0.20			
			0.20			
4/4/2013	AMM	Fee		Review client emails	40.00	44,082.03
9/23/2015	JPS		0.20			
			1.20			
4/5/2013	JPS	Fee		Make decisions regarding witnesses for hearing and discuss with client.	660.00	44,742.03
9/23/2015	JPS		1.20			
			0.20			
4/5/2013	AMM	Fee		Review several client emails	40.00	44,782.03
9/23/2015	JPS		0.20			
			1.00			
4/5/2013	AMM	Fee		Start reviewing for plaintiff's initial disclosures	200.00	44,982.03
9/23/2015	JPS		1.00			
			0.50			
4/6/2013	JPS	Fee		Consider claim and filing options and email partners	275.00	45,257.03
9/23/2015	JPS		0.50			
			0.20			
4/7/2013	JPS	Fee		Email exchange regarding witness scheduling	110.00	45,367.03
9/23/2015	JPS		0.20			
			2.00			
4/8/2013	JPS	Fee		Legal research; consider other claims	1,100.00	46,467.03
9/23/2015	JPS		2.00			

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ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			2.00			
4/8/2013	JPS	Fee		Legal research; consider other claims	1,100.00	47,567.03
9/23/2015	JPS		2.00			
			0.20			
4/8/2013	AMM	Fee		Review various email	40.00	47,607.03
9/23/2015	JPS		0.20			
			0.10			
4/8/2013	AMM	Fee		Review client email	20.00	47,627.03
9/23/2015	JPS		0.10			
			0.60			
4/10/2013	JPS	Fee		Prepare for and attend telephonic court hearing	330.00	47,957.03
9/23/2015	JPS		0.60			
			1.00			
4/22/2013	AMM	Fee		Review exhibit lists and witness lists	200.00	48,157.03
9/23/2015	JPS		1.00			
			0.60			
4/23/2013	BST	Fee		Assist with document preparation for tomorrow's hearing	195.00	48,352.03
9/23/2015	JPS		0.60			
			3.00			
4/23/2013	JPS	Fee		Prepare for administrative hearing	1,650.00	50,002.03
9/23/2015	JPS		3.00			
			8.00			
4/23/2013	AMM	Fee		Review and Bates-stamp additional exhibits; draft Supplement to Exhibit List; review emails	1,600.00	51,602.03
9/23/2015	JPS		8.00			
4/24/2013	DJW MHB			[REDACTED]	-2,719.53	48,882.50
			1.10			
4/24/2013	BST	Fee		Draft brief in support of ER 404(b) witness testimony	357.50	49,240.00
9/23/2015	JPS		1.10			
			12.00			
4/24/2013	JPS	Fee		Prepare for and attend administrative hearing	6,600.00	55,840.00
9/23/2015	JPS		12.00			
			2.00			
4/24/2013	JPS	Fee		Draft portion of ER 404(b) motion and edit portion already drafted	1,100.00	56,940.00
9/23/2015	JPS		2.00			
			0.30			
4/24/2013	AMM	Fee		Review various emails	60.00	57,000.00
9/23/2015	JPS		0.30			
			0.60			
4/25/2013	BST	Fee		Editing ER 404(b) brief	195.00	57,195.00
9/23/2015	JPS		0.60			
			8.00			
4/25/2013	JPS	Fee		Prepare for and attend administrative hearing.	4,400.00	61,595.00
9/23/2015	JPS		8.00			
			0.70			

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Client Ledger

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Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
4/25/2013	AMM	Fee		Review and revise Petitioner's Brief in Support of	140.00	61,735.00
9/23/2015	JPS		0.70	Admission of ER 404(b) Evidence; email opposing counsel		
			0.20			
4/26/2013	AMM	Fee		Review various client emails	40.00	61,775.00
9/23/2015	JPS		0.20			
			0.20			
4/29/2013	BST	Fee		Reviewing recent case emails	65.00	61,840.00
9/23/2015	JPS		0.20			
4/30/2013		Cash Cost		4/23/13 Pick up and delivery of Exhibits no 61-83 for	14.00	61,854.00
4/30/2013	WW	Messenger & Delivery		Administrative Hearing to City Attorney		
				Check # 60897		
				ABC Legal Services Inc.		
			3.60			
5/2/2013	BST	Fee		Review the City's ER 404(b) response brief; draft	1,170.00	63,024.00
9/23/2015	JPS		3.60	reply to ER 404(b) brief		
			0.80			
5/2/2013	JPS	Fee		Review and edit reply in ER 404(b) motion.	440.00	63,464.00
9/23/2015	JPS		0.80			
			0.20			
5/3/2013	BST	Fee		Combine and OCR ER 404(b) pleadings for JPS for	65.00	63,529.00
9/23/2015	JPS		0.20	hearing		
			1.00			
5/3/2013	JPS	Fee		Prepare for and attend hearing by phone	550.00	64,079.00
9/23/2015	JPS		1.00			
			1.00			
5/9/2013	TLL	Fee		Review correspondence from client to J. Sheridan	175.00	64,254.00
9/23/2015	JPS		1.00	regarding recent developments (.25); Review		
				correspondence from J. Sheridan regarding potential		
				investigation assignments and respond (.25); Review		
				correspondence between J. Sheridan and client		
				regarding videotaping of testing (.25); Review		
				correspondence between J. Sheridan and the City of		
				Seattle regarding testing (.25).		
			0.90			
5/9/2013	JPS	Fee		Review client emails, review and draft emails to	495.00	64,749.00
9/23/2015	JPS		0.90	client, staff, and witnesses		
			1.50			
5/10/2013	TLL	Fee		Review correspondence between J. Sheridan and	262.50	65,011.50
9/23/2015	JPS		1.50	client regarding testing; Review correspondence		
				between J. Sheridan and staff regarding		
				arrangements for videotaping of testing; Review		
				correspondence between J. Sheridan and City		
				Attorney's Office regarding arrangements for		
				videotaping of testing; Correspond with J. Sheridan		
				regarding arrangements for videotaping of testing(.5);		
				Check video camera and prepare equipment for		
				videotaping next week (.5); Review correspondence		
				from J. Sheridan regarding coordinating with client for		

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Client Ledger

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Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
				videotaping of testing; Correspond with J. Sheridan regarding coordinating with client for videotaping of testing (.5).		
5/10/2013	AMM	Fee	0.10	Review email	20.00	65,031.50
9/23/2015	JPS		0.10			
			0.20			
5/10/2013	JPS	Fee	0.20	Draft and review emails	110.00	65,141.50
9/23/2015	JPS		0.20			
			0.50			
5/13/2013	TLL	Fee	0.50	Confer by telephone with A. Swanson regarding status of testing and other issues; Review correspondence from B. Touschner regarding postponement of testing and videotaping of testing; Correspond with B. Touschner regarding videotaping of testing; Review correspondence from J. Sheridan regarding videotaping of testing; Correspond with J. Sheridan regarding postponement of testing and videotaping of testing.	87.50	65,229.00
9/23/2015	JPS		0.50			
			0.20			
5/14/2013	BST	Fee	0.20	Review ALJ's ruling on ER 404(b) motion and recent case emails	65.00	65,294.00
9/23/2015	JPS		0.20			
			1.00			
5/14/2013	TLL	Fee	1.00	Correspond with P. Felde regarding potential videotaping assignment; Confer with P. Felde regarding availability to do videotaping; Confer with B. Touschner regarding arrangements for videotaping; Confer with C. Westby regarding her availability to conduct videotaping; Correspond with B. Touschner regarding arrangements for videotaping; Correspond with C. Westby and W. Walker regarding video camera operation and training; Review correspondence from client regarding JATC meeting and client's communications with witness.	175.00	65,469.00
9/23/2015	JPS		1.00			
			0.50			
5/14/2013	JPS	Fee	0.50	Status conference with Court	275.00	65,744.00
9/23/2015	JPS		0.50			
			1.30			
5/15/2013	TLL	Fee	1.30	Provide video camera and audio recorder training to C. Westby and W. Walker; Correspond with C. Westby and W. Walker; Obtain additional audio tapes; Confer by telephone with A. Swanson regarding recent developments; Correspond with C. Westby and W. Walker regarding indeterminate postponement of videotaping.	227.50	65,971.50
9/23/2015	JPS		1.30			
			0.20			
5/16/2013	BST	Fee	0.20	Reviewing client emails	65.00	66,036.50
9/23/2015	JPS		0.20			
			0.20			
5/20/2013	BST	Fee	0.20	Responding to client email and checking case status	65.00	66,101.50
9/23/2015	JPS		0.20			

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Client Ledger

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Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
5/20/2013	TLL	Fee	0.10	Review correspondence regarding status conference.	17.50	66,119.00
9/23/2015	JPS		0.10			
5/21/2013	TLL	Fee	0.10	Review correspondence regarding status conference.	17.50	66,136.50
9/23/2015	JPS		0.10			
5/23/2013	AMM	Fee	0.20	Review emails	40.00	66,176.50
9/23/2015	JPS		0.20			
5/24/2013	JPS	Fee	0.60	Prepare for and attend hearing	330.00	66,506.50
9/23/2015	JPS		0.60			
5/28/2013		Cash Cost		03/28/13 copy of the Status Conference - Transcript	39.00	66,545.50
5/31/2013	WW	Court Reporter		12 pgs @ \$3.25 Check # 61098 Marlis J. DeJongh & Associates		
5/28/2013		Cash Cost		Copy of Administrative hearing, Vol IV, on 04/25/13	659.75	67,205.25
5/31/2013	WW	Court Reporter-Hearing Trans.		before ALJ Lisa N.W. Dublin -203 pgs @ \$3.25 Check # 61098 Marlis J. DeJongh & Associates		
5/28/2013		Cash Cost		Copy of Administrative hearing, Vol III, on 04/24/13	633.75	67,839.00
5/31/2013	WW	Court Reporter-Hearing Trans.		before ALJ Lisa N.W. Dublin -195 pgs @ \$3.25 Check # 61098 Marlis J. DeJongh & Associates		
5/28/2013	AMM	Fee	6.50	Review exhibits and prepare corresponding exhibits	1,300.00	69,139.00
9/23/2015	JPS		6.50	to witness		
5/29/2013		Cash Cost		4/25/13 J. Sheridan lunch at Blue C. Sushi for 2nd	31.01	69,170.01
5/31/2013	JPS	Meals		day of Administrative Hearing Check # 61076 U.S. Bank		
5/29/2013		Cash Cost		4/24/13 J. Sheridan lunch at Blue C. Sushi for 1day of	35.57	69,205.58
5/31/2013	JPS	Meals		Administrative Hearing - NO RECEIPT Check # 61076 U.S. Bank		
5/29/2013		Cash Cost		Apr/13 J. Sheridan purchase at Starbucks - NO	3.61	69,209.19
5/31/2013	JPS	Meals		RECEIPT Check # 61076 U.S. Bank		
5/29/2013	AMM	Fee	7.30	Work on assembling documents for exhibits for	1,460.00	70,669.19
9/23/2015	JPS		7.30	hearing		

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By: Esmeralda Valenzuela
ProVantage CustomAaron Swanson
[REDACTED][REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			10.50			
5/29/2013	JPS	Fee		Prepare for and attend hearing	5,775.00	76,444.19
9/23/2015	JPS		10.50			
			0.30			
5/30/2013	AMM	Fee		Review emails and documents	60.00	76,504.19
9/23/2015	JPS		0.30			
			0.60			
5/31/2013	AMM	Fee		Review various email during hearing	120.00	76,624.19
9/23/2015	JPS		0.60			
			0.20			
5/31/2013	AMM	Fee		Upload chronology; review additional email	40.00	76,664.19
9/23/2015	JPS		0.20			
			11.00			
5/31/2013	JPS	Fee		prepare for and attend hearing	6,050.00	82,714.19
9/23/2015	JPS		11.00			
			11.00			
5/31/2013	JPS	Fee		Prepare for and attend hearing	6,050.00	88,764.19
9/23/2015	JPS		11.00			
			0.50			
6/10/2013	JPS	Fee		Prepare for and attend status conference	275.00	89,039.19
9/23/2015	JPS		0.50			
			0.80			
6/18/2013	AMM	Fee		Draft Correspondence to Mayor McGuinn re	160.00	89,199.19
9/23/2015	JPS		0.80	additional complaint of retaliation		
			10.00			
6/20/2013	JPS	Fee		Prepare for and attend hearing	5,500.00	94,699.19
9/23/2015	JPS		10.00			
			0.30			
6/21/2013	TLL	Fee		Correspond with C. Westby and W. Walker regarding	52.50	94,751.69
9/23/2015	JPS		0.30	video camera.		
			0.10			
6/21/2013	AMM	Fee		Review final letter to Mayor re additional complaint of	20.00	94,771.69
9/23/2015	JPS		0.10	retaliation		
			0.30			
6/21/2013	AMM	Fee		Review several emails from Client	60.00	94,831.69
9/23/2015	JPS		0.30			
6/22/2013		Cash Cost		Copy of Administrative Hearing, Vol. VI, held on	984.75	95,816.44
6/30/2013	WW	Court Reporter		05/31/13 - 303 pgs @ \$3.25		
				Check # 61298		
				Marlis J. DeJongh & Associates		
6/22/2013		Cash Cost		Copy of Administrative Hearing Vol. V, held 05/29/13	871.00	96,687.44
6/30/2013	WW	Court Reporter		- 268 pgs @ \$3.25		
				Check # 61298		
				Marlis J. DeJongh & Associates		
			0.30			

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Date	Tkpr.	Type	Hours	Description	Amount	Balance
6/23/2013	TLL	Fee		Correspond and confer by telephone with C.	52.50	96,739.94
9/23/2015	JPS		0.30	Wilkinson and C. Westby regarding video camera.		
			0.30			
6/23/2013	TLL	Fee		Correspond with C. Westby regarding video camera;	52.50	96,792.44
9/23/2015	JPS		0.30	Correspond with J. Sheridan regarding video camera.		
6/24/2013	DJW MHB	[REDACTED]		[REDACTED]	-1,416.69	95,375.75
6/25/2013	JPS	Fee	6.00	Prepare for and attend hearing	3,300.00	98,675.75
9/23/2015	JPS		6.00			
			0.10			
6/26/2013	AMM	Fee		Review email re apprenticeship completed	20.00	98,695.75
9/23/2015	JPS		0.10			
			0.20			
6/28/2013	AMM	Fee		Review client re emails re lineworker city exam	40.00	98,735.75
9/23/2015	JPS		0.20			
6/30/2013		Cash Cost		6/1/13 W. Walker cab fare from office to 600	6.50	98,742.25
7/31/2013	WW	Taxi		University Street to deliver exhibit to hearing		
				Check # 61415		
				Puget Sound Dispatch LLC		
			0.30			
7/1/2013	TLL	Fee		Review correspondence from W. Walker regarding	52.50	98,794.75
9/23/2015	JPS		0.30	video conversion; Review video conversion software		
				and vendors; Check camera for cord; Correspond		
				with W. Walker regarding video conversion options		
				and software.		
7/1/2013		Cash Cost		Copy of Administrative Hearing Vol. VII held 06/20/13	848.25	99,643.00
7/31/2013	WW	Court Reporter-Hearing Trans.		- 261 pgs @ \$3.25		
				Check # 61411		
				Marlis J. DeJongh & Associates		
7/3/2013		Cash Cost		Copy of Administrative Hearing Vol. VIII held	308.75	99,951.75
7/31/2013	WW	Court Reporter-Hearing Trans.		06/25/13 - 95 pgs @ \$3.25		
				Check # 61411		
				Marlis J. DeJongh & Associates		
7/6/2013	AMM	Fee	0.10	Review client emails re rebuttals and exhibits	20.00	99,971.75
9/23/2015	JPS		0.10			
			0.20			
7/8/2013	AMM	Fee		Review client email re timeline; review email re final	40.00	100,011.75
9/23/2015	JPS		0.20	completion memo and emails re DaVonna Johnson		
			0.20			
7/9/2013	AMM	Fee		Review client emails re lineworker exams, JATC, etc.	40.00	100,051.75
9/23/2015	JPS		0.20			

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ProVantage Custom

Aaron Swanson

[REDACTED]
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vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			0.10			
7/10/2013	AMM	Fee		Review client email re June update	20.00	100,071.75
9/23/2015	JPS		0.10			
			0.20			
7/15/2013	AMM	Fee		Review email re new crew assignment	40.00	100,111.75
9/23/2015	JPS		0.20			
			0.20			
7/16/2013	BST	Fee		Briefly review letter from mayor denying additional claim and letter from opposing counsel requesting extension of time to file brief	65.00	100,176.75
9/23/2015	JPS		0.20			
			0.20			
7/16/2013	AMM	Fee		Review several client/Sheridan emails re extension	40.00	100,216.75
9/23/2015	JPS		0.20			
7/17/2013		Cash Cost		06/24/13 Reimburse C. Westby for parking to videotape testing	12.00	100,228.75
7/31/2013	CDW	Parking				
7/17/2013		Cash Cost		06/26/13 Reimburse C. Westby for parking while videotaping testing	13.00	100,241.75
7/31/2013	CDW	Parking				
7/17/2013		Cash Cost		06/24/13 Reimburse C. Westby for mileage/videotaping of testing	47.46	100,289.21
7/31/2013	CDW	Travel				
			3.50			
7/17/2013	JPS	Fee		Review record and draft post-trial brief	1,925.00	102,214.21
9/23/2015	JPS		3.50			
			0.10			
7/17/2013	AMM	Fee		Review opposing counsel's request for extension to file brief	20.00	102,234.21
9/23/2015	JPS		0.10			
			1.30			
7/18/2013	BST	Fee		Edit post-hearing brief for filing	422.50	102,656.71
9/23/2015	JPS		1.30			
			12.50			
7/18/2013	JPS	Fee		Review record and draft post-trial brief	6,875.00	109,531.71
9/23/2015	JPS		12.50			
			0.10			
7/18/2013	AMM	Fee		Review email re video taping exam	20.00	109,551.71
9/23/2015	JPS		0.10			
			0.10			
7/18/2013	AMM	Fee		Review email re post hearing brief	20.00	109,571.71
9/23/2015	JPS		0.10			
			0.30			
7/24/2013	TLL	Fee		Review correspondence between J. Sheridan and client.	52.50	109,624.21
9/23/2015	JPS		0.30			
			0.10			
7/31/2013	AMM	Fee		Review client's emails re transfer to North location	20.00	109,644.21

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Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
9/23/2015	JPS		0.10			
8/24/2013	AMM	Fee	0.10	Review client email re deadline of judgment opinion	20.00	109,664.21
9/23/2015	JPS		0.10			
8/26/2013	DJW MHB	[REDACTED]		[REDACTED]	-3,091.71	106,572.50
8/29/2013	TLL	Fee	0.30	Confer with C. Westby regarding video copying and conversion	52.50	106,625.00
9/23/2015	JPS		0.30			
9/1/2013	JPS	Fee	0.30	Review client emails and investigation conclusions	165.00	106,790.00
9/23/2015	JPS		0.30			
9/3/2013	AMM	Fee	0.90	Review email from client re investigation report re city vehicle (.1) review investigation report re city vehicle (.2); review email from client re investigation report (.1); review confidential investigation prepared by Claire Cordon re working with other employees (.3) review email from client re supplement report (.1); review First Supplemental Report (.2); review client email re investigation and time owed to client (.1)	180.00	106,970.00
9/23/2015	JPS		0.90			
9/4/2013	TLL	Fee	0.30	Prepare and deliver to C. West by video equipment for conversion to digital.	52.50	107,022.50
9/23/2015	JPS		0.30			
9/5/2013	TLL	Fee	0.50	Obtain laptop for video conversion; Setup computer and camera; Provide video conversion training to C. Westby.	87.50	107,110.00
9/23/2015	JPS		0.50			
9/10/2013	TLL	Fee	0.50	Confer with M. Grant regarding C. Westby's video conversion project; Setup laptop and locate videos; Confer with W. Westby regarding C. Westby's video conversion project; Copy videos to DVD.	87.50	107,197.50
9/23/2015	JPS		0.50			
9/11/2013	AMM	Fee	0.20	Review client email re witness and attached	40.00	107,237.50
9/23/2015	JPS		0.20	ECAC meetings		
9/12/2013	TLL	Fee	1.00	Correspond and confer with W. Walker regarding videos; Copy videos to external drive; Confer and correspond with W. Walker regarding videotaping safety evaluation; Review correspondence from client regarding safety evaluation; Review correspondence between W. Walker and J. Sheridan regarding videotaping safety evaluation.	175.00	107,412.50
9/23/2015	JPS		1.00			
9/12/2013	AMM	Fee	0.10	Review client's email re evaluation.	20.00	107,432.50
9/23/2015	JPS		0.10			

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[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			0.20			
9/15/2013	AMM	Fee		Review emails re videotaping	40.00	107,472.50
9/23/2015	JPS		0.20			
			0.30			
9/16/2013	TLL	Fee		Review correspondence from client regarding Safety	52.50	107,525.00
9/23/2015	JPS		0.30	Evaluation; Review email from J. Sheridan to A. Swanson regarding Safety Evaluation.		
			1.00			
9/17/2013	TLL	Fee		Review correspondence from W. Walker regarding	175.00	107,700.00
9/23/2015	JPS		1.00	safety evaluation; Correspond with W. Walker regarding safety evaluation [.5]; Prepare video camera for W. Walker; Provide video camera operation training to W. Walker [.5].		
			0.40			
9/17/2013	AMM	Fee		Review several emails re taping and evaluation	80.00	107,780.00
9/23/2015	JPS		0.40			
			0.30			
9/18/2013	TLL	Fee		Correspond with W. Walker regarding videotaping of	52.50	107,832.50
9/23/2015	JPS		0.30	safety evaluation.		
			0.20			
9/18/2013	AMM	Fee		Download order, review, and email to client	40.00	107,872.50
9/23/2015	JPS		0.20			
9/20/2013		Cash Cost		09/15/13 Reimbursement to Windy Walker for Video	20.74	107,893.24
9/30/2013	WW	Video; DVD; CD		Cassetts purchased at Office Depot for client's Safety Evaluation Check # 61897 Windy Walker		
9/20/2013		Cash Cost		09/16/13 Reimbursement to Windy Walker for	12.00	107,905.24
9/30/2013	WW			Parking cost at Butler Garage for videotaping of client's Safety Evaluation Check # 61897 Windy Walker		
9/20/2013		Cash Cost		09/18/13 Reimbursement to Windy Walker for Seattle	1.00	107,906.24
9/30/2013	WW			Street Parking cost for videotaping of client's Safety Evaluation Check # 61897 Windy Walker		
9/20/2013		Cash Cost		09/18/13 Reimbursement to Windy Walker for	23.73	107,929.97
9/30/2013	WW	Travel: Mileage		mileage for videotaping of client's Safety Evaluation (42 roundtrip miles @ \$0.565) Check # 61897 Windy Walker		
9/20/2013		Cash Cost		09/19/13 Reimbursement to Windy Walker for	11.07	107,941.04
9/30/2013	WW	Travel: Mileage		mileage for videotaping of client's Safety Evaluation (19.6 roundtrip miles @ \$0.565) Check # 61897		

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Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
				Windy Walker		
9/20/2013		Cash Cost		09/19/13 Reimbursement to Windy Walker for lunch	9.35	107,950.39
9/30/2013	WW	Meals		expense at QFC for videotaping of client's Safety Evaluation Check # 61897 Windy Walker		
9/30/2013		Cash Cost		09/17/13 W. Walker cab from SSCC to Kingsgate	70.00	108,020.39
10/31/2013	WW	Taxi		Park and Ride for travel while taping of client evaluation Check # 62064 Puget Sound Dispatch LLC		
9/30/2013		Cash Cost		09/17/13 W. Walker cab from Office to Home Depot	27.00	108,047.39
10/31/2013	WW	Taxi		to SCC to purchase extension cord for video recorder in case of battery failure while taping of client evaluation Check # 62064 Puget Sound Dispatch LLC		
10/9/2013	BST	Fee	0.20	Briefly review and comment on proposed cost bill/fee	65.00	108,112.39
9/23/2015	JPS		0.20	petition		
10/16/2013	MLC	Fee	0.60	Review emails, statutes regarding enforcement;	270.00	108,382.39
9/23/2015	MLC		0.60	research re administrative procedure act		
10/17/2013	JPS	Fee	3.00	Discuss Petition for Judicial review with partner and	1,650.00	110,032.39
9/23/2015	JPS		3.00	staff; draft same.		
10/17/2013	JPS	Fee	0.80	Discuss Petition with Mr. Joel McAllister at King	440.00	110,472.39
9/23/2015	JPS		0.80	County Courthouse.		
10/18/2013		Cash Cost		Filing Fee for Petition for Review/King County	240.00	110,712.39
10/31/2013	WW			Superior Court Check # 62073 King County Superior Court Clerk		
10/30/2013	JPS	Fee	0.10	Draft Sheridan and witness declarations re: filing	55.00	110,767.39
9/23/2015	JPS		0.10			
10/30/2013	JPS	Fee	0.30	Continue to draft Sheridan declaration.	165.00	110,932.39
9/23/2015	JPS		0.30			
10/31/2013		Cash Cost		10/17/13 Service of Process upon Karen Blayney -	124.50	111,056.89
11/30/2013	WW			Office of Administrative Hearings Check # 62220 ABC Legal Services Inc.		

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[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
10/31/2013		Cash Cost		10/17/13 Service of Process upon Seattle City	59.50	111,116.39
11/30/2013	WW			Attorneys Office as Designee for City of Seattle, Seattle City Light Check # 62220 ABC Legal Services Inc.		
10/31/2013		Cash Cost		10/17/13 Special Pick up and delivery of Petition for	89.95	111,206.34
11/30/2013	WW	Messenger & Delivery		Judicial Review to Attorney General Office - Olympia Check # 62220 ABC Legal Services Inc.		
11/13/2013	AMM	Fee	0.10	Review Notices of Appearance	20.00	111,226.34
9/23/2015	JPS		0.10			
11/14/2013	JPS	Fee	0.30	Review documents and draft declaration	165.00	111,391.34
9/23/2015	JPS		0.30			
11/14/2013	AMM	Fee	0.10	Review notices of appearance.	20.00	111,411.34
9/23/2015	JPS		0.10			
11/15/2013	JPS	Fee	0.40	Draft declarations.	220.00	111,631.34
9/23/2015	JPS		0.40			
11/15/2013	JPS	Fee	0.20	continue drafting declarations	110.00	111,741.34
9/23/2015	JPS		0.20			
11/18/2013		Noncash Cost		10/31/13 Postage	6.31	111,747.65
11/30/2013						
11/18/2013	AMM	Fee	0.10	Review email re mediation.	20.00	111,767.65
9/23/2015	JPS		0.10			
11/25/2013	AMM	Fee	0.10	Review amended notice of deposition re DaVonna	20.00	111,787.65
9/23/2015	JPS		0.10	Johnson.		
11/25/2013	AMM	Fee	0.20	Review client's emails re meetings.	40.00	111,827.65
9/23/2015	JPS		0.20			
11/30/2013		Cash Cost		11/14/13 Pick up and delivery of Notice of	64.95	111,892.60
12/31/2013	WW	Messenger & Delivery		Appearance, to Attorney General, Tumwater Check # 62397 ABC Legal Services Inc.		
11/30/2013		Cash Cost		11/14/13 Special Delivery from ABC to: Seattle City	39.95	111,932.55
12/31/2013	WW	Messenger & Delivery		Attorney and Robblee, Brennan Detwiler Check # 62397 ABC Legal Services Inc.		

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Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			0.70			
12/13/2013	JRS	Fee		Draft and file response to motion to consolidate	297.50	112,230.05
9/23/2015	JRS		0.70			
			0.30			
12/19/2013	BST	Fee		Review of case schedules and case statuses to	97.50	112,327.55
9/23/2015	JPS		0.30	determine deadline today		
			1.90			
12/23/2013	BST	Fee		Research procedure for filing administrative agency	617.50	112,945.05
9/23/2015	JPS		1.90	record per today's deadline; contact OAH to		
			1.90	determine whether they would file agency record;		
				send emails to APS and staff regarding agency		
				record; draft brief notice to file regarding agency		
				record filing deadline		
12/30/2013	DJW MHB	[REDACTED]		[REDACTED]	-695.15	112,249.90
1/7/2014		Cash Cost		12/23/13 J. Sheridan purchase of working copies	22.49	112,272.39
1/31/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office		
				E-Filing (3602618895)		
				Check # 62832		
				U.S. Bank		
1/7/2014		Cash Cost		12/12/13 J. Sheridan purchase of working copies	22.49	112,294.88
1/31/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office		
				E-Filing (3602041147)		
				Check # 62832		
				U.S. Bank		
			0.20			
2/11/2014	AMM	Fee		Review Substitution of counsel and email client re	40.00	112,334.88
9/23/2015	JPS		0.20	same		
			0.50			
2/12/2014	DJW	Fee		Review order; consult with J. Sheridan	200.00	112,534.88
9/23/2015	DJW		0.50			
			0.40			
2/26/2014	BST	Fee		Review recent orders and case schedule; determine	130.00	112,664.88
9/23/2015	JPS		0.40	last day to move the trial date; discuss potential new		
			0.40	trial dates with Windy		
			0.40			
2/26/2014	AMM	Fee		Review motion to dismiss, etc., and email client	80.00	112,744.88
9/23/2015	JPS		0.40			
			0.20			
2/26/2014	AMM	Fee		Review emails re stipulation and hearing dates	40.00	112,784.88
9/23/2015	JPS		0.20			
			0.20			
3/21/2014	BST	Fee		Review order regarding amended deadlines and	65.00	112,849.88
9/23/2015	JPS		0.20	review calendar to make sure deadlines are correct;		
				calendar re-noted motion to dismiss		

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Client Ledger

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ProVantage Custom

Aaron Swanson

[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
			4.10			
4/1/2014	DJW	Fee		Work on PI Response to Motion to Dismiss	1,640.00	114,489.88
9/23/2015	DJW		4.10			
			1.10			
4/1/2014	BST	Fee		Review draft declarations, discuss motion to dismiss	357.50	114,847.38
9/23/2015	JPS		1.10	response with David; leave voicemail for Joel McAllister re declaration; discuss case and declaration with Mr. McAllister, send email explanation to McAllister; discuss facts with Windy		
			1.50			
4/2/2014	BST	Fee		Review case files and emails for response to motion	487.50	115,334.88
9/23/2015	JPS		1.50	to dismiss		
			4.90			
4/2/2014	DJW	Fee		Work on response to City Motion to Dismiss	1,960.00	117,294.88
9/23/2015	DJW		4.90			
			0.20			
4/3/2014	BST	Fee		Review email regarding response to motion to	65.00	117,359.88
9/23/2015	JPS		0.20	dismiss from David and discuss response to motion to dismiss with JPS		
			0.80			
4/4/2014	BST	Fee		Begin to review facts in response to motion to dismiss	260.00	117,619.88
9/23/2015	JPS		0.80	and start JPS and Walker declarations		
			0.80			
4/4/2014	JPS	Fee		Draft declarations	440.00	118,059.88
9/23/2015	JPS		0.80			
			2.30			
4/5/2014	BST	Fee		Editing facts section to response to motion to dismiss,	747.50	118,807.38
9/23/2015	JPS		2.30	draft JPS Dec. and gather exhibits; draft Walker Dec. and gather exhibits		
			3.90			
4/7/2014	DJW	Fee		Finalize response to motion to dismiss; review	1,560.00	120,367.38
9/23/2015	DJW		3.90	supporting declarations		
			1.40			
4/7/2014	BST	Fee		Assist with finalizing declarations for response to	455.00	120,822.38
9/23/2015	JPS		1.40	motion to dismiss; draft proposed order		
			0.70			
4/8/2014	BST	Fee		Draft praecipe for McAllister dec and e-file praecipe,	227.50	121,049.88
9/23/2015	JPS		0.70	order working copies and update e-service; email praecipe to opposing counsel; respond to client email; [REDACTED]		
			0.20			
4/11/2014	DJW	Fee		Review City reply re motion to dismiss	80.00	121,129.88
9/23/2015	DJW		0.20			
			0.40			
4/16/2014	BST	Fee		Contact court to request oral argument; discuss case	130.00	121,259.88
9/23/2015	JPS		0.40	with JPS and David		
			1.30			
4/17/2014	JPS	Fee		Draft fee petition	715.00	121,974.88

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████████████████████
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
9/23/2015	JPS		1.30			
4/18/2014	AMM	Fee	0.30	Review replies re motion to dismiss; email client	60.00	122,034.88
9/23/2015	JPS		0.30			
4/19/2014	JPS	Fee	2.20	Continue to draft fee petition	1,210.00	123,244.88
9/23/2015	JPS		2.20			
4/19/2014	JPS	Fee	2.60	Draft fee petition	1,430.00	124,674.88
9/23/2015	JPS		2.60			
4/19/2014	JPS	Fee	0.60	Prepare fee petition	330.00	125,004.88
9/23/2015	JPS		0.60			
4/21/2014	BST	Fee	7.70	Edit petition for fees, Sheridan Declaration and proposed findings of fact and conclusions of law, gather exhibits for Sheridan declaration, draft my declaration, review David's declaration, and assist with charts of fees and costs	2,502.50	127,507.38
9/23/2015	JPS		7.70			
4/21/2014	DJW	Fee	0.30	Draft affidavit in support of fee petition	120.00	127,627.38
9/23/2015	DJW		0.30			
4/22/2014	BST	Fee	0.50	Discuss fee petition and fee chart with JPS	162.50	127,789.88
9/23/2015	JPS		0.50			
4/22/2014	BST	Fee	3.30	Edit proposed findings of fact and conclusions of law, Sheridan Declaration and exhibits, and petition for attorney fees; edit chart of fees and costs and send around for approval; draft praecipe; communicate with opposing counsel regarding scheduling of oral argument	1,072.50	128,862.38
9/23/2015	JPS		3.30			
4/22/2014	TLL	Fee	0.30	Review correspondence from B. Touschner regarding fee petition; Review and analyze time entries; Correspond with B. Touschner regarding fee petition.	52.50	128,914.88
9/23/2015	JPS		0.30			
4/23/2014	DJW MHB	████████		████████████████████	-149.88	128,765.00
4/23/2014	BST	Fee	0.70	Review City's proposed stipulation regarding the transcripts; respond to the Court regarding oral argument; review emails related to scheduling mediation; send case status update to client	227.50	128,992.50
9/23/2015	JPS		0.70			
4/29/2014	BST	Fee	0.10	Email client regarding Thursday's hearing and look up hearing location	32.50	129,025.00
9/23/2015	JPS		0.10			

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Employment - General
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Date	Tkpr.	Type	Hours	Description	Amount	Balance
			0.50			
4/30/2014	DJW	Fee		Prepare for oral argument on motion to dismiss re	200.00	129,225.00
9/23/2015	DJW		0.50	late filing		
			2.10			
5/1/2014	DJW	Fee		Prepare for and participate in oral argument re motion	840.00	130,065.00
9/23/2015	DJW		2.10	to dismiss		
			2.60			
5/1/2014	JPS	Fee		Prepare for an attend hearing on D's motion to	1,430.00	131,495.00
9/23/2015	JPS		2.60	dismiss		
5/6/2014		Cash Cost		04/08/14 B. Touschner purchase of working copies	22.49	131,517.49
5/31/2014	BST	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (36110799221) Check # 64229 U.S. Bank		
5/6/2014		Cash Cost		04/07/14 J. Sheridan purchase of working copies	22.49	131,539.98
5/31/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3610702416) Check # 64229 U.S. Bank		
5/6/2014		Cash Cost		04/21/14 J. Sheridan purchase of working copies	22.49	131,562.47
5/31/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3611986482) Check # 64229 U.S. Bank		
5/6/2014		Cash Cost		04/22/14 J. Sheridan purchase of working copies	22.49	131,584.96
5/31/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3612095988) Check # 64229 U.S. Bank		
5/9/2014	DJW	Fee	4.20	Draft motion to shorten time, motion to dismiss	1,720.00	133,304.96
9/23/2015	DJW		4.30	petition for review, and Declaration ISO		
			3.20			
5/9/2014	JPS	Fee		Draft response to trial briefs	1,760.00	135,064.96
9/23/2015	JPS		3.20			
			2.60			
5/12/2014	DJW	Fee		Revise and file Response to Trial Brief	1,040.00	136,104.96
9/23/2015	DJW		2.60			
			1.40			
6/4/2014	DJW	Fee		Draft reply motion to dismiss	560.00	136,664.96
9/23/2015	DJW		1.40			
6/5/2014		Cash Cost		05/16/14 J. Sheridan purchase of working copies	22.49	136,687.45
6/30/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3614548042)		

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[REDACTED]
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
				Check # 64607 U.S. Bank		
6/5/2014		Cash Cost		05/12/14 D. Whedbee purchase of working copies	22.49	136,709.94
6/30/2014	DJW	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3614120121) Check # 64607 U.S. Bank		
6/17/2014	JPS	Fee	2.30	Attend hearing re Judicial Review	1,265.00	137,974.94
9/23/2015	JPS		2.30			
6/17/2014	JPS	Fee	3.50	Prepare for hearing	1,925.00	139,899.94
9/23/2015	JPS		3.50			
6/18/2014	BST	Fee	0.70	Review Court orders, ALJ's order, take notes, review	227.50	140,127.44
9/23/2015	JPS		0.70	SMC provisions and email Jack and David regarding Court's orders		
6/19/2014	BST	Fee	0.30	Legal research on CR 6 and CR 59 deadlines in light	97.50	140,224.94
9/23/2015	JPS		0.30	of language of rules and weekend deadline		
6/20/2014	BST	Fee	0.20	Discussing court order and process to appeal with	65.00	140,289.94
9/23/2015	JPS		0.20	JPS		
6/26/2014	JPS	Fee	2.60	Review order and do research	1,430.00	141,719.94
	JPS		2.60			
6/27/2014	JPS	Fee	4.10	Draft motion for new trial	2,255.00	143,974.94
	JPS		4.10			
6/28/2014	JPS	Fee	8.80	Write motion for reconsideration	4,840.00	148,814.94
	JPS		8.80			
6/30/2014	BST	Fee	4.10	Edit motion for reconsideration, note, and proposed	1,332.50	150,147.44
9/23/2015	JPS		4.10	order; draft and gather list of out-of-state cases; send motion to client		
6/30/2014	JPS	Fee	1.90	Read and edit CR 59 motion	1,045.00	151,192.44
	JPS		1.90			
7/3/2014		Cash Cost		06/30/14 J. Sheridan purchase of working copies	22.49	151,214.93
9/30/2014	JPS	Filing Fee--Superior Court		from King County Superior Court Clerks Office E-Filing (3618046097) Check # 64802 U.S. Bank		
7/14/2014	BST	Fee	0.20	Review appellate process and appellate deadlines;	65.00	151,279.93
9/23/2015	JPS		0.20	send email to staff re deadlines		

MacDonald Hoague & Bayless

Report Run: 6/3/2016 2:12:11PM

Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

████████████████████
Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance
7/17/2014	AMM	Fee	0.10	Review email re Notice of Appeal	20.00	151,299.93
9/23/2015	JPS		0.10			

MacDonald Hoague & Bayless

Report Run: 6/3/2016 2:12:11PM

Client Ledger

By: Esmeralda Valenzuela
ProVantage Custom

Aaron Swanson

Employment - General
vs. Seattle City Light

Date	Tkpr.	Type	Hours	Description	Amount	Balance		
Fee Summary								
Work Tkpr.	Cap. Tkpr.	Original Rate	Prorated Rate	Original Hours	Billable Hours	Fee Amount	Fee Adjustment	Work Value
AMM	JPS	200	200	39.20	39.20	7,840.00	7,840.00	7,840.00
BST	JPS	325	325	44.20	44.20	14,365.00	14,105.00	14,365.00
DJW	DJW	400	400	24.70	24.80	9,920.00	9,920.00	9,880.00
JPS	JPS	550	155	1.00	1.00	155.00	0.00	550.00
JPS	JPS	550	550	206.10	206.10	113,355.00	103,400.00	113,355.00
JRS	JRS	425	425	0.70	0.70	297.50	297.50	297.50
MLC	MLC	450	450	0.60	0.60	270.00	270.00	270.00
TLL	JPS	175	175	33.40	33.40	5,845.00	5,740.00	5,845.00
Fee Totals				349.90	350.00	152,047.50	141,572.50	152,402.50

Cost Summary

Code	Description	Cost Amount	Cost Adjustment	Cost Total
714	Photocopies	2.50	0.00	2.50
720	Video; DVD; CD	20.74	0.00	20.74
724	Court Reporter-Hearing Trans.	4,746.40	0.00	4,746.40
725	Court Reporter	1,894.75	0.00	1,894.75
730	Filing Fee	240.00	0.00	240.00
731	Filing Fee--Superior Court	202.41	0.00	202.41
753	Meals	115.17	0.00	115.17
762	Messenger & Delivery	325.35	0.00	325.35
775	Postage	6.31	0.00	6.31
805	Service of Process	453.00	0.00	453.00
823	Taxi	103.50	0.00	103.50
824	Parking	38.00	0.00	38.00
825	Travel	47.46	0.00	47.46
826	Travel: Mileage	34.80	0.00	34.80
Cost Total		8,230.39	0.00	8,230.39

Category Breakdown

	Cumulative	Payments	Adjustments	Balance
Fees	152,047.50			
Cash Costs	8,221.58			
Noncash Costs	8.81			
Totals	160,277.89			

Trust Summary

Trust Deposits	
Trust Withdrawals	
Balance	

EXHIBIT Y

From: Andrew T. Chan andrewc@mhb.com 
Subject: Final accounting for Tamosaitis
Date: September 16, 2015 at 5:04 PM
To: Jack Sheridan jack@sheridanlawfirm.com



Hi Jack,

Congrats again on settling Tamosaitis. The final accounting is attached. Please let us know if you have any questions.

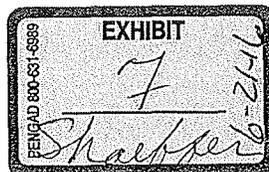
Thanks, Andrew

Andrew Chan | Attorney
MacDonald Hoague & Bayless
705 Second Avenue, Suite 1500
Seattle, WA 98104
☎ 206.622.1604 | Fax 206.343.3961
✉ andrewc@mhb.com | www.mhb.com

This email is intended only for the individual(s) to whom it is addressed and it may be a confidential communication protected by law. Any unauthorized use, dissemination, distribution, disclosure, or copying is prohibited. If you have received this communication in error, please notify me immediately by return email and delete this message from your system.



Tamosaitis FINAL
ACCOUNTING.DOCX



FINAL ACCOUNTING

CLIENT: Walter Tamosaitis
CLIENT #: 10546, matters 1 and 2
DATE: September __, 2015
RE: Litigation against URS, DOE and Bechtel

SETTLEMENT with URS (various corporate entities): Paid to Client and Sheridan Law Firm	\$4,300,000.00
Fees and Costs accrued by MacDonald Hoague and Bayless	
Attorney's Fees:	\$154,437.50
Costs of litigation advanced by MHB, outstanding:	\$651.99
<u>TOTAL TO BE DISBURSED TO MHB:</u>	<u>\$155,089.49</u>

Summary of Costs incurred in litigation:

Photocopies/Printing:	\$347.93
Filing Fee:	\$490.00
Service of Process:	\$173.00
Messengers/Couriers/Postage:	\$637.38
Records and Search Fees:	\$524.31
TeleConference:	\$20.00
Meals/Taxi/Ferry/Travel/Parking:	\$457.38
Lodging	\$707.52
Air Fare	\$879.80
TOTAL COSTS:	\$4,237.32
Previously Paid by Client	\$3,585.33
Outstanding Balance	\$651.99

I have received a copy of this final accounting.

Dated this ____ day of _____, 2015, at Seattle, Washington.

CLIENT

Walter Tamosaitis

EXHIBIT Z

From: Jack Sheridan jack@sheridanlawfirm.com
Subject: Re: Tamosaitis attorney client privileged CONFIDENTIAL
Date: July 31, 2015 at 1:25 PM
To: Joseph R. Shaeffer josephs@mhb.com



Trial is not until July 2016 with Judge Suko.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Jul 30, 2015, at 4:11 PM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

So are you in trial right now, or do you mean headed toward trial with a jury right?

From: Jack Sheridan [mailto:jack@sheridanlawfirm.com]
Sent: Thursday, July 30, 2015 4:10 PM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis attorney client privileged CONFIDENTIAL

You and Beth are the reason we are here with a jury! That was great work! And I laugh whenever I read the opinion because the court anticipated everything Suko could throw at us on remand.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Jul 30, 2015, at 4:03 PM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

No doubt.
Nice work, Jack.
I was happy to have played a part in that case.

Joe

From: Jack Sheridan [mailto:jack@sheridanlawfirm.com]
Sent: Thursday, July 30, 2015 4:02 PM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis attorney client privileged CONFIDENTIAL

Yes it's dead, but URS is still a good catch. No news yet on negotiations

Jack Sheridan
The Sheridan Law Firm, P.S.

The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Jul 30, 2015, at 9:11 AM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Thanks.
So the state court case fizzled?
A shame that Bechtel got off. They were the real MFs in this thing.

Joe

-----Original Message-----

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: Thursday, July 30, 2015 4:48 AM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis attorney client privileged CONFIDENTIAL

The only defendant is URS.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Jul 29, 2015, at 11:55 PM, Joseph R. Shaeffer
<josephs@mhb.com> wrote:

It would also help to know where the money is coming
from (which of the defendants).

Thanks,
Joe

-----Original Message-----

From: Joseph R. Shaeffer

Sent: Wednesday, July 29, 2015 11:50 PM
To: 'Jack Sheridan'
Subject: RE: Tamosaitis attorney client privileged
CONFIDENTIAL

That's great news, Jack.

So that I can fully inform the management committee of the situation, what are the proposed terms of the settlement?

I can assure you that we will keep everything in the utmost confidence.

Thanks,
Joe

-----Original Message-----

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: Wednesday, July 29, 2015 7:58 AM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis attorney client privileged
CONFIDENTIAL

Joe,

There is a good chance Tamosaitis has settled. Until the paperwork gets signed, it could fall through, but it's worth having you gear up for the MHB final accounting. I think MHB will have to forego the state fee billings. I think they all went to appeals that failed. You may want to check to see if there is anything in those billings that can be translated to the federal case like state deposition fees and costs for depositions we would have used at the federal trial. I do think all costs should be billed and paid. If you have any concerns please let me know. Confidentiality has not been discussed, but it may be on the table. I'll keep you posted.

Whoo hoo!

Jack

PS—only you, me, and Walt know about this. I'll let you

know when it's done or undone.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Jul 8, 2015, at 11:49 AM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Hi Jack:

This is what I see in our system:

For the state court case -
\$72,922.50 in fees
\$2,771.58 in costs (of which 201.70 are outstanding)

For the federal case -
\$81,515.00 in fees
\$1,465.74 in costs (of which \$503.57 are outstanding)

Total:
\$154,437.50 in fees
\$4,237.32 in costs (of which \$705.27 are outstanding)

Please let me know if you need anything else.

Thanks!

Joe

-----Original Message-----

From: JOHN SHERIDAN
[mailto:sheridan57@icloud.com]

Sent: Tuesday, July 07, 2015 8:10 PM

To: Joseph R. Shaeffer; Katherine C.
Chamberlain

Cc: Jodie Branaman

Subject: Tamosaitis

Joe and Katie,

We are going into a mediation on July 21st in this case. Could you send me the fees and costs for MHB related to this case? Thanks.

Jack

EXHIBIT AA

From: Joseph R. Shaeffer josephs@mhb.com
Subject: RE: Tamosaitis
Date: August 11, 2015 at 7:42 AM
To: Jack Sheridan jack@sheridanlawfirm.com



OK. Just so I can report back to the management committee (I am not on it anymore), why is that the measure of our fees, as opposed to the quantum meruit value of the total work performed?

Thanks, and good luck getting it done today.

Joe

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Tuesday, August 11, 2015 6:55 AM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis

I don't think there is anything in the nine pages of the state court billings that Judge Suko would have approved in a federal fee petition. Sorry.

I'll keep you posted today.

Thanks
Jack

PS-If it settles today, the other side will have 30 days to pay, so there is plenty of time.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Aug 11, 2015, at 6:10 AM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Yes, that's right. So previously you had said that if there was work in the state case that furthered the federal case, that would be included in our final accounting. That determination is hard for me to make, so that's what I am asking you to do.

Thanks,
Joe

Sent from my iPhone

On Aug 10, 2015, at 9:56 PM, "Jack Sheridan" <jack@sheridanlawfirm.com> wrote:

On a quick review it looks like the first 9 pages are the state case and the remainder are the

On a quick review, it looks like the first 7 pages are the state case, and the remainder are the federal 9th Cir. appeal. Does that look right to you?

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Aug 10, 2015, at 5:02 PM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Hi Jack

Attached please find the entire client ledger for Walt's case. It's divided into fees and costs logged to the State court case, and fees and costs logged to the federal case.

It's hard for me to tell what from the State court case helped achieve the result in the Federal case. Could you please review and let me know?

Also, please let us know the terms of the proposed settlement.

Thanks,
Joe

-----Original Message-----

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: Sunday, August 09, 2015 8:36 PM
To: Joseph R. Shaeffer
Subject: Tamosaitis

Joe,

There is a 90% likelihood that Tamosaitis will settle on Tuesday. You may want to go ahead and do your final accounting for the federal fees and costs. I'll give you the details on Tuesday assuming it's a go.

Jack

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

<Tamosaitis - Client Ledger.pdf>

EXHIBIT BB

From: Jack Sheridan jack@sheridanlawfirm.com
Subject: Re: Tamosatis
Date: August 12, 2015 at 8:38 PM
To: Joseph R. Shaeffer josephs@mhb.com



Thanks!

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Aug 12, 2015, at 7:27 PM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Congrats, Jack.
Very, very nice work.

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Wednesday, August 12, 2015 4:27 PM
To: Joseph R. Shaeffer
Subject: Tamosatis

Joe,
I couldn't tell you before, but we were going back and forth on confidentiality as late as noon today, and we got to settle without it, so all the terms are in the settlement agreement posted on my website. Whoo hoo!
Jack

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

EXHIBIT CC

From: Joseph R. Shaeffer josephs@mhb.com
Subject: RE: Tamosaitis
Date: September 9, 2015 at 2:35 PM
To: Jack Sheridan jack@sheridanlawfirm.com
Cc: Andrew T. Chan andrewc@mhb.com



Hi Jack:
I hope you are doing well.
What is the status of this?

Thanks,
Joe

From: Joseph R. Shaeffer
Sent: Tuesday, August 11, 2015 7:42 AM
To: Jack Sheridan
Subject: RE: Tamosaitis

OK. Just so I can report back to the management committee (I am not on it anymore), why is that the measure of our fees, as opposed to the quantum meruit value of the total work performed?

Thanks, and good luck getting it done today.

Joe

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Tuesday, August 11, 2015 6:55 AM
To: Joseph R. Shaeffer
Subject: Re: Tamosaitis

I don't think there is anything in the nine pages of the state court billings that Judge Suko would have approved in a federal fee petition. Sorry.

I'll keep you posted today.

Thanks
Jack

PS-If it settles today, the other side will have 30 days to pay, so there is plenty of time.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from mv iPhone

On Aug 11, 2015, at 6:10 AM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Yes, that's right. So previously you had said that if there was work in the state case that furthered the federal case, that would be included in our final accounting. That determination is hard for me to make, so that's what I am asking you to do.

Thanks,
Joe

Sent from my iPhone

On Aug 10, 2015, at 9:56 PM, "Jack Sheridan" <jack@sheridanlawfirm.com> wrote:

On a quick review, it looks like the first 9 pages are the state case, and the remainder are the federal 9th Cir. appeal. Does that look right to you?

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Aug 10, 2015, at 5:02 PM, Joseph R. Shaeffer <josephs@mhb.com> wrote:

Hi Jack

Attached please find the entire client ledger for Walt's case. It's divided into fees and costs logged to the State court case, and fees and costs logged to the federal case.

It's hard for me to tell what from the State court case helped achieve the result in the Federal case. Could you please review and let me know?

Also, please let us know the terms of the proposed settlement.

Thanks,
Joe

-----Original Message-----

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]

Sent: Sunday, August 09, 2015 8:36 PM

To: Joseph R. Shaeffer

Subject: Tamosaitis

Joe,

There is a 90% likelihood that Tamosaitis will settle on Tuesday. You may want to go ahead and do your final accounting for the federal fees and costs. I'll give you the details on Tuesday assuming it's a go.

Jack

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

<Tamosaitis - Client Ledger.pdf>

EXHIBIT DD

From: Jack Sheridan jack@sheridanlawfirm.com
Subject: Re: Final accounting for Tamosaitis
Date: September 24, 2015 at 2:28 PM
To: Andrew T. Chan andrewc@mhb.com



Well lets hope when you have a chance to review the law you will agree there is no dispute.
Thanks.
Jack

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Sep 24, 2015, at 1:36 PM, Andrew T. Chan <andrewc@mhb.com> wrote:

Hi Jack,

Thanks for sending us the check for the undisputed amount. We will get back to you asap on the other fees.

Regards, Andrew

From: Jack Sheridan [mailto:jack@sheridanlawfirm.com]
Sent: Thursday, September 17, 2015 4:08 PM
To: Andrew T. Chan
Subject: Re: Final accounting for Tamosaitis

Sounds good

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Sep 17, 2015, at 3:56 PM, Andrew T. Chan <andrewc@mhb.com> wrote:

Hi Jack,

Thanks for your thoughts. Let me get back to you on this.

Cheers, Andrew

From: Jack Sheridan [mailto:jack@sheridanlawfirm.com]
Sent: Thursday, September 17, 2015 9:03 AM
To: Andrew T. Chan
Subject: Re: Final accounting for Tamosaitis



Andrew,

I thought about it, and my test has been, had we won the federal case at trial, could we have obtained those state fees as a part of our attorney fee petition? I think the answer is no. There were state fees that I think we could have obtained. For example, most of the depositions used in the federal case were conducted in the state litigation. I think even Judge Suko would have awarded those, because they would have been used in the federal trial, and they were used in the federal summary judgment motion and on appeal. Arguably the document discovery billings and motions to compel work would have been recoverable in the federal litigation on the same argument. I'm not sure Suko would have awarded any money for the motions to dismiss and SJ motions in the state forum, and I'm not sure we would have even made the argument, since Suko does not love us. The problem with the state billings while I was at MHB is that they were all for a state appeal of a state summary judgment dismissal of our tortious interference claim against Bechtel National. The billings are limited to the appeals as I recall. That state claim against a different defendant failed at trial, at the Court of Appeals, and at the Supreme Court. The claim that we settled after mediation that got us the big bucks was against URS—a Bechtel subcontractor—under the Energy Reorganization Act, which is a federal whistleblower statute that has nothing to do with tortious interference, so I don't

think there is any way that Suko would have awarded those state appeal-related fees to Tamosaitis. Joe sent me the state and federal billings to review, and although I think every penny of the federal work is chargeable, I didn't see any portion of the state work that would fly. I'm in the office tomorrow if you would like to meet and chat about it. I could take you through the billings Joe sent me. I may have made a mistake and missed a particular billing entry, but I don't think so. What you would want to look for in the line items of the state billings are entries pertaining to document production or conducting depositions at the trial level. Hope that helps. The good news is that MHB does have a solid claim for the \$82k and Walter gets that he should pay for all costs advanced in both the state and federal litigation. Thanks.

Jack

PS—if not too jet lagged, I'll be in a little after 10:00.

Jack Sheridan
The Sheridan Law Firm, P.S.
705 2nd Ave., Suite 1200
Seattle, WA 98104
Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Sep 17, 2015, at 5:28 PM, Andrew T. Chan <andrewc@mhb.com> wrote:

Hi Jack, thanks for getting back to me while you're on vacation, hope Paris was fun (Alice and I will be heading there in November!).

My understanding is that the fees for the state case were included because they represent the actual value of services performed while at MHB that

furthered the federal case, under quantum meruit principles. What's your view on this?

Thanks, Andrew

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]

Sent: Thursday, September 17, 2015 12:00 AM

To: Andrew T. Chan

Subject: Re: Final accounting for Tamosaitis

Hey Andrew. I just took a peek at the MHB final accounting, and it includes fees from the state case, which are not recoverable. I think the MHB number should be about \$82k. Could you redo that and I'll send it along? Thanks. By the way, the check should clear my trust account by Friday, so I'll be able to issue the MHB check then. I'm still in Paris, but leaving this afternoon. Hoping to work on the plane, but you know how that goes.

Jack

PS—I'm attaching my final accounting to Walt for your reference.

EXHIBIT EE

EXHIBIT FF

From: Tim Ford <TimF@mhb.com>
Subject: RE: Tamosaitis
Date: November 20, 2015 at 4:18:39 PM PST
To: Jack Sheridan <jack@sheridanlawfirm.com>
Cc: "Andrew T. Chan" <andrewc@mhb.com>, Tim Ford <TimF@mhb.com>

Jack,

A question has been raised regarding whether the Tamosaitis fee has been placed in trust pursuant to RPC 1.15A pending resolution of the dispute over how much of it each of our firms is entitled to. Please advise.

Timothy K. Ford
MacDONALD, HOAGUE & BAYLESS
Phone 206 622 1604
Fax 206 343 9681
www.mhb.com

This message is intended only for the addressee named and the matter referenced above, and it may contain confidential material. If you believe you have received this message by mistake, please permanently delete it and contact me directly to correct the error. Thank you.

From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 31, 2015 4:14 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing; Katherine C. Chamberlain; Joseph R. Shaeffer; David J. Whedbee
Subject: Re: Tamosaitis

Tim,
I caution you to comply with CR 11 in any action you take.
Regards,
Jack

Jack Sheridan
The Sheridan Law Firm, P.S.
[705 2nd Ave., Suite 1200](http://705%202nd%20Ave.,%20Suite%201200)
[Seattle, WA 98104](http://Seattle,WA%2098104)
Tel: [206-381-5949](tel:206-381-5949)
Cell: [206-931-7430](tel:206-931-7430)
jack@sheridanlawfirm.com
Sent from my iPhone

On Oct 31, 2015, at 3:04 PM, Tim Ford <TimF@mhb.com> wrote:

It would be sad if we had to resolve it that way, but it seems to be the only alternative you are giving us other than simply going along with whatever you say, because you have the money.

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Saturday, October 31, 2015 2:54 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Tim,
Perhaps you should file a lawsuit, and then we'll see who gets CR 11 sanctions my former partner.
Jesse and Andrew,
Are you are part of this?
Jack

On Oct 31, 2015, at 2:41 PM, Tim Ford <TimF@mhb.com> wrote:

I'm not trying to set you up for CR 11 sanctions, though a judge hearing a lawyer argue he is entitled to 95% of the fee for half the work on a case might be tempted. I get that you hope we will just go away if you keep brushing you off, but it is in your interest to get this resolved now. It's going to wreak havoc with your finances if you pay tax on all that money this year and then pay it out to us later.

Good luck with your argument.

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Saturday, October 31, 2015 1:18 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Then brief it. I'm beginning to think that this is more about CR 11 then any other legal theory. I'm preparing for oral argument, and I'm not going to entertain your snippets any further until you brief it.
Be well.
Jack

On Oct 31, 2015, at 1:02 PM, Tim Ford <TimF@mhb.com> wrote:

Jack,

I don't know how i could be clearer. The fee is owed both law firms. There is no contract governing its division. Therefore, equitable principles control. The applicable equitable principle is quantum meruit. Quantum meruit means division in proportion to each firm's contribution to the result. The point of the rule is to avoid unjust enrichment. To give SLF 95% of the fee for doing half the work would be unjust enrichment. The fee should be divided in proportion to the time each firm spent. That is what we agreed to with regard to fees owed SLF for work done before you came to MHB, and that is what is equitable and fair.

If you will tell me which of those sentences you don't agree with, I will try and send some more authority on the point. But I'm sure no amount of authority will convince you to pay us the additional \$500-\$600k we think the law entitles us to. We've offered to compromise for a fraction of that to keep peace with a former partner, but if you really so sure of your legal analysis, lets pick an arbitrator and see what happens, loser pays.

Tim

From: Jack Sheridan [jack@sheridanlawfirm.com]

Sent: Friday, October 30, 2015 4:01 PM

To: Tim Ford

Cc: Andrew T. Chan; Jesse Wing

Subject: Re: Tamosaitis

Tim,

I'm feeling that you are blowing me off. I'm not going to invest time or money on your claim if you are unwilling to invest the time to clearly articulate your claim. That's what you do every day as a lawyer. Why won't you make the effort to do it now? Then we can, in a paced and civilized way, examine each argument along with the facts and the law that supports or refutes your claim. Your emails make it look like you are reading the law for the first time, and throwing out the last case your read, rather than articulating a real thoughtful position. As it stands, I can't tell if you claim to have a contract claim (you haven't cited to a provision of any contract) or some other claim that you refuse to state, but I'd like to read it if you got it.

Please do so. Then, after that, I'll respond, and then we can decide if we need third party involvement. How's that sound?

Jack

On Oct 30, 2015, at 3:24 PM, Tim Ford <TimF@mhb.com> wrote:

We keep doing that and you keep blowing us off. Let's get someone we both trust and let them decide.

Timothy K. Ford
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Phone 206 622 1604
Fax 206 343 9681
www.mhb.com

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From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 30, 2015 2:42 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Why? Before you spend the money, why don't you write the brief that you would give to the arbitrator and give it to me? I'll read it. Don't you think that would be a more legitimate way to proceed? And better than these minor emails that don't really analyze anything?
Jack

On Oct 30, 2015, at 2:30 PM, Tim Ford <TimF@mhb.com> wrote:

So let's pick an arbitrator and get this resolved.

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From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 30, 2015 2:24 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Tim,
I couldn't resist. I took a quick look. McNeary involves two law firms who agreed on a split, tried the case together, and then fought over the split (Although the two law firms entered into a retainer agreement intending to divide the work and the fee equally, one firm tried the case and performed almost all of the work necessary for trial. *McNeary v. Am. Cyanamid Co.*, 105 Wash. 2d 136, 137, 712 P.2d 845, 845 (1986)). This is not that case. I also peeked at the buy and sell agreement. What paragraph are you relying on? Here, MHB by design was discharged from each case I kept, and I was discharged from each case MHB kept. Each victory I won was won after you were off the case, so unless you have a contract claim against me, you have no claim that I can see—other than quantum meruit against the client. Clients have the right to discharge their attorney at any time, for any reason. *Kimball v. Public Utility District No. 1 of Douglas County*, 64 Wash.2d 252, 257, 391 P.2d 205 (1964); 7 Am.Jur.2d *Attorneys at Law* § 282 (1997). **Because no breach occurs, a discharged attorney may not sue on a contingent fee agreement, but must sue in quantum meruit arising out of the contract for the reasonable value of the services rendered through the date of discharge.** *Kimball*, 64 Wash.2d at 258,

391 P.2d 205 1 Joseph M. Perillo, *Corbin on Contracts* § 1.20, at 71-72 (1993) (primary rights in actions in quantum meruit or quasi-contract are contractual). Fetty v. Wenger, 110 Wash. App. 598, 600 n4., 36 P.3d 1123, 1124 (2001), as amended on denial of reconsideration (Mar. 27, 2002). That's the money you got my friend. I'm going back to oral argument prep. Be well.
Jack

On Oct 30, 2015, at 1:29 PM, Tim Ford <TimF@mhb.com> wrote:

Come on, Jack, it's one page. Let's get this done and move on.

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From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 30, 2015 1:28 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Not yet Tim. I got all tied up writing something on those three new wrongful discharge cases last weekend (I was inspired by Jeff and Jesse), and I have two oral arguments at the Court of Appeals next week (Swanson and Lodis), so it probably won't be until the following weekend.
Jack

Jack Sheridan
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Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com
Sent from my iPhone

On Oct 30, 2015, at 12:58 PM, Tim Ford <TimF@mhb.com> wrote:

Hi, Jack, have you had a chance to look at this yet?

Timothy K. Ford
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From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 20, 2015 5:37 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tamosaitis

Tim,
I'm heading into some depts tomorrow, and booked the rest of the week, so I'll check it out over the weekend (the WELA conference is on Friday).
Thanks.
Jack

Jack Sheridan
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Tel: 206-381-5949
Cell: 206-931-7430
jack@sheridanlawfirm.com

On Oct 20, 2015, at 5:23 PM, Tim Ford <TimF@mhb.com> wrote:

Hi, Jack,

Attached are copies of the buy sell agreement and the transitional agreement we made when you joined the firm. As you can see, they make no specific provision for division of a fee received by a director who has left the firm for work done both before and after his exit.

I did some more research and it all points in the same direction. In the absence of such an agreement, Washington law provides that a "contingency fee ... must be divided proportionately, pursuant to the factors in *McNeary [v. Am. Cyanamid Co.]*, 105 Wash. 2d 136, 712 P.2d 845 (1986)," *Knutsen v. Lopez & Fantel, Inc., P.S.*, 145 Wash. App. 1048 (2008) (unpublished), which basically comes down to our old friend *quantum meruit*.

In *McNeary*, our Supreme Court announced factors to be considered as guides in determining the reasonableness of attorneys' fees in a proportionate fee division. 105 Wn.2d at 143. In that case, two firms representing an injured

plaintiff agreed to divide the work and the contingency fee equally. *McNeary*, 105 Wn.2d at 137–39. However, CPR DR 2–107 at that time forbade non-proportionate fee divisions between attorneys working for different firms. *McNeary*, 105 Wn.2d at 139 n. 4. After trial of the underlying case, one of the attorneys claimed that his firm had performed more than half of the work. *McNeary*, 105 Wn.2d at 140–41. The trial court ordered the fee divided based upon the reasonable and proportionate value of the services performed and the responsibility assumed by the associating attorneys, *McNeary*, 105 Wn.2d at 141, but failed to state a basis for the percentage split it arrived at in allocating the contingency fee. *McNeary*, 105 Wn.2d at 143. Our Supreme Court reversed, utilizing factors contained in the then-applicable ethical rules as guides in determining the reasonableness of a fee:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.”

McNeary, 105 Wn.2d at 143 (quoting CPR DR–206(B)(1–8)).

While it is true that the *McNeary* court based its holding on a disciplinary rule that is no longer in force, this fact is of little consequence. As with the rule applied in *McNeary*, former RPC 1.5(e)(2) allowed nonproportionate fee division. In fact, the language of the ethical rules that the *McNeary* court adopted in announcing the factors to be considered in determining the reasonableness of a fee were also contained in former RPC 1.5(a) (1991), which mandated that “[a] lawyer's fee shall be reasonable.”⁸ The *McNeary* court explained that “[w]hile these factors are not strictly applicable in determining the actual division of services and responsibility, they do provide the trial court guidelines for establishing the relative value of the services performed and responsibilities assumed.” 105 Wn.2d at 143–44. Knutsen fails to establish a principled basis for declaring *McNeary* inapplicable to the resolution of a dispute of this type.

* * *

*7 The trial court's construction and application of former RPC 1.5(e)(2) has the added benefit of being consistent with principles of quantum meruit. Quantum meruit literally means " 'as much as he deserved.' " *Eaton v. Engelcke Mfg., Inc.*, 37 Wn.App. 677, 680, 681 P.2d 1312 (1984) (quoting *Heaton v. Imus*, 93 Wn.2d 249, 252-53, 608 P.2d 631 (1980)). Quantum meruit is a remedy based on quasi-contract and prevents unjust enrichment. *Eaton*, 37 Wn.App. at 680. It provides a reasonable amount for work done even in the absence of a contract. *Heaton*, 93 Wn.2d at 252-53 (citing *Losli v. Foster*, 37 Wn.2d 220, 233, 222 P.2d 824 (1950)).

Id.

Most of the *McNeary* factors wash out because they are the same for both firms. Even if you argued based on (6) or (7) that your time should be more highly valued than that of others here, since most of the MHB time was put in by you, also, that won't change much. Even if you convinced a decision maker that your time is worth more than any of ours and the state time shouldn't count, the most you might get would probably be 60 percent or maybe 2/3. But that would still mean MHB's share would be \$528-\$640k rather than the \$82k we have been paid or the \$150k or so we have offered to settle for.

That's basically what it comes down to: on a quantum meruit basis, MHB should get somewhere around 50% of this fee. We have been paid about 6% and we are offering to settle for about 11%. That's a far better result than you could ever hope to get from a strict application of the law. Why don't we just agree on that and move on?

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From: Tim Ford
Sent: October 15, 2015 2:38 PM
To: Jack Sheridan

Cc: Andrew T. Chan; Jesse Wing; Tim Ford
Subject: RE: Tamosaitis

Jack,

I was and am contacting you on behalf of MHB, trying to resolve this matter. It seems obvious we are not going to do that between ourselves, since we have completely different understandings of what the words “quantum meruit” mean. Rather than trying to convince each other, why don’t we agree on someone to decide it for us, with respect to Tamosaitis and the other remaining matters?

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From: Jack Sheridan [<mailto:jack@sheridanlawfirm.com>]
Sent: October 14, 2015 5:44 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing; melcrawford@melcrawfordlaw.com
Subject: Re: Tamosaitis

Tim,

I got the briefs out the door, and took a look at your email. I’m a bit confused. Can you respond to these questions?

- ? Are you contacting me on behalf of the MHB partnership or is this your private inquiry?
- ? Assuming you are speaking for the partners, looking at your comments below, are you waiving any claims for fees under quantum meruit for cases I still have pending that involve fees I billed while at MHB? Do you waive them for Tamosaitis? Would you be willing to put that in writing?
- ? Assuming you are speaking for the partners, is your only claim for cases I worked on while at MHB, a claim against me under the partnership agreement? Am I right that your claim is that by virtue of the partnership agreement MHB has earned a pro rata share of any fees I generated in Tamosaitis and in other cases I have? Did I get that right? So under your theory, if MHB hours billed represented 10% of the fees billed in Tamosaitis, then MHB would be entitled to 10% the fees collected—including 10contingent fees. Is that right?

- ? If so, what provision in the partnership agreement supports that conclusion? Please provide a copy of the agreement and point me to the provision.
 - ? I looked at your case law below, and frankly didn't see anything that applies. The summary you provided below discusses "winding up" and "outstanding fees." Aren't those fees hourly fees earned while the departing partner was at the firm? Here, all fees were zero when I departed. They were not "outstanding." The fees only became earned long after I was gone. I didn't see any Washington case law supporting your legal theory. It didn't look like anyone had seriously researched your position before you approached me.
 - ? Following your theory, am I then entitled to my partnership share of any fees you have generated since I left, if some portion of them was billed while I was there?
 - ? How about Mel and other departing partners? Have you tried to apply this argument to them for contingent fee cases won or settled after the departure?
- If this is a serious claim brought by the MHB partnership, please do me the courtesy of providing real briefing that states the law in Washington, and the facts supporting your claim with citation to the partnership agreement. If this is just a "post-divorce" broadside, then I won't spend any more time addressing your position.

Thanks.

Jack

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Cell: 206-931-7430
jack@sheridanlawfirm.com

On Oct 12, 2015, at 7:35 AM, Tim Ford <TimF@mhb.com> wrote:

Ok thanks for letting me know. Good luck

From: Jack Sheridan [jack@sheridanlawfirm.com]
Sent: Sunday, October 11, 2015 8:55 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tomasitis

Tim,

I have two briefs due in the next two days on cases in which MHB has an interest. I'll look at this after those briefs get in.

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Tel: 206-381-5949
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jack@sheridanlawfirm.com<<mailto:jack@sheridanlawfirm.com>>

On Oct 11, 2015, at 7:00 PM, Tim Ford <TimF@mhb.com<<mailto:TimF@mhb.com>>> wrote:

Jack,

The only caselaw I have seen in an e mail from you are these quotes in an e mail last September, regarding a multiplier:

"Clients have the right to discharge their attorney at any time, for any reason. Kimball v. Public Utility District No. 1 of Douglas County, 64 Wash.2d 252, 257, 391 P.2d 205 (1964); 7 Am.Jur.2d Attorneys at Law ¶ 282 (1997). Because no breach occurs, a discharged attorney may not sue on a contingent fee agreement, but must sue in quantum meruit arising out of the contract for the reasonable value of the services rendered through the date of discharge. Kimball, 64 Wash.2d at 258, 391 P.2d 205 1 Joseph M. Perillo, Corbin on Contracts ¶ 1.20, at 71-72 (1993) (primary rights in actions in quantum meruit or quasi-contract are contractual).”± Fetty v. Wenger, 110 Wash. App. 598, 600 n.4, 36 P.3d 1123, 1124 (2001), as amended on denial of reconsideration (Mar. 27, 2002)

"Here, the court ruled that it did not have the authority to award a multiplier in making a quantum meruit determination of the reasonable amount of attorney fees L & S was entitled to fees for legal services." Levin & Stein v. Meadow Valley Condo. Owners Ass'n, 157 Wash. App. 1003 (2010).

This doesn't seem to me to have anything to do with the Tomasitis issue. We don't claim that Mr. Tomasitis owes MHB any additional fees; we believe Sheridan Law Firm does. That is the focus of the research I mentioned we got from Amy. It consisted of this link

http://www.outtengolden.com/sites/default/files/financial_rights_of_departing_law_partners.pdf

and the following passages, which I believe are from the article at that link:

Outstanding fees owing:

When a partner departs from a law firm, outstanding fees are typically due and owing to the partnership. Absent a partnership agreement to the contrary, all money owed to the law partnership for work already completed is a firm asset for purposes of an accounting and the distribution to a departing partner of his or her interest. See, e.g., Jackson v. Hunt, Hill & Betts, 164 N.E.2d 681, 685 (N.Y. 1959) (where partnership agreement provided for partner's entitlement to a share of "net profits,"± court construed this to include earned but as yet unpaid fees); Aurnou, 555 N.Y.S.2d at 357; Dreier v. Linden, 417 N.Y.S.2d 496, 497©\98 (1st Dep't 1979).

Duty to clients in pending cases:

The dissolution of a partnership does not relieve the partnership of its obligation to perform under its outstanding contracts to represent clients. Rather, the partnership is obliged to complete representation on all pending matters as if the partnership had never dissolved. Partners who fulfill these continuing contractual obligations to clients are acting as fiduciaries for the benefit of the former partnership. See, e.g., Beckman v. Farmer, 579 A.2d 618, 636 (D.C. 1990); Ellerby v. Speizer, 485 N.E.2d 413, 416 (Ill. App. Ct. 1985); Bader v. Cox, 701 S.W.2d 677 (Tex. App. 1985); Rosenfeld, Meyer & Susman v. Cohen, 194 Cal.Rptr. 180, 189©\90 (Ca. Ct. App. 1983); Resnick v. Kaplan, 434 A.2d 582, 587 (Md. Ct. Spec. App. 1981); Platt v. Henderson, 361 P.2d 73, 82 (Or. 1961).

For this reason, the vast majority of courts to address the issue have concluded that cases pending when a partner withdraws constitute "uncompleted transactions requiring winding up after dissolution."± Beckman, 579 A.2d at 636. Such cases are, therefore, partnership assets subject to accounting and post©\dissolution distribution. See, e.g., Beckman, 579 A.2d at 636; Ellerby, 485 N.E.2d at 416; Jewel v. Boxer, 203 Cal.Rptr. 13, 18 (Ca. Ct. App. 1984); Rosenfeld, 194 Cal.Rptr. at 189©\90; Resnick, 434 A.2d at 587; In re Lester, 403 N.Y.S.2d 33 (1st Dep't 1978); In re Mondale & Johnson, 437 P.2d 636 (Mont. 1968); Frates v. Nichols, 167 So.2d 77, 81 (Fla. Dist. Ct. App. 1964).

Overhead Expenses.

Former partners are entitled to reduce fees owed to a departing partner for reasonable overhead expenses related to producing the income in question and winding up partnership business. This rule applies both to the distribution of fees earned and owing at the time of a partner's departure and of fees earned following departure on cases pending at the time of departure. See, e.g., Hammes, 579 N.E.2d at 1353; Ellerby, 485 N.E.2d at 417; Dreier, 417 N.Y.S.2d at 497©\98.

As you can see, these passages support a much more onerous position than MHB has taken, but except for the part about fiduciary relationships they don't fit our situation very well because our agreement does not provide for any post-dissolution distribution of fees earned. That is why we have agreed the answer has to be some sort of quantum meruit division between the law firms. I'm assuming that interpretation would give MHB a much larger share of the Tomasis fee than the hourly ØCbased fee we are offering to accept as a compromise, but I guess I don't really know. Have you told us how many Sheridan Law Firm has in the case?

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From: Jack Sheridan [mailto:jack@sheridanlawfirm.com]
Sent: October 09, 2015 5:06 PM
To: Tim Ford
Cc: Andrew T. Chan; Jesse Wing
Subject: Re: Tomasitis

Hey Tim,

Could you go back and see if you can find an email I sent in the month before I left? I think it outlined the law. I hate to drag all that up again. If you can find it, we can talk about that. As to the state claim, it's in the context of reasonable attorney fees under the statute. If Tamosaitis could not have obtained state fees, MHB cannot claim those fees. There is no unjust enrichment, because the fees would not be reasonable. If Tamosaitis only sued under the state claim and then lost the State case, would MHB have a claim? No. If he won the lottery the next year, would MHB have a claim to a portion of the winnings? No. If MHB got fired and then he lost the state case, would MHB have a claim? No. On the other hand, if MHB was fired, and then Tamosaitis won the state case, would MHB have a claim for their hourly work? Yes. No court would find that MHB gets paid for failed state claims after being fired when neither MHB nor I would have gotten paid for failed state claims had we gone to trial and won on the federal claims. We only settled federal claims. There's no need for me to compromise. However, I stand ready to read your legal arguments. I also want you to think about your claim. You are approaching me without any legal authority or citation to any facts supporting your claim that your billable hours "°contributed to the result."± They did not. It appears you are simply asking for more. I have diligently and faithfully contacted you whenever a case involving billable MHB time was coming up and paid your invoices without questioning hours billed or hourly rates. And there are more cases to come. I'm a bit surprised you are expending this energy without support in the the law or the facts. But our split is like a divorce, and sometimes there is baggage. I'm happy to chat with you again, but I hope first you will do the research, check the facts, and see if you don't agree with me in the end.

Best wishes.

Jack

PS"RI don't recall seeing briefing from Amy as you mentioned when we met. All I recall is the email I sent you folks on the law.

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On Oct 9, 2015, at 1:59 PM, Tim Ford <TimF@mhb.com<mailto:TimF@mhb.com>> wrote:

Hi, Jack,

I looked back over the e mail traffic including what I believe was the legal authority you sent earlier. I think we are in agreement that the law says that in this circumstance fees should be divided on a quantum meruit basis; the only question is what that means. The law I have found is pretty nebulous but the basic idea is fairness and avoidance of unjust enrichment. E.g., “Quantum meruit is a Latin phrase meaning as much as he deserves”. The concept refers to the extent of liability on a contract implied by law, and is premised on the desirability of avoiding unjust enrichment.” Barr v. Day, 124 Wash. 2d 318, 330, 879 P.2d 912 (1994).

Fairness and unjust enrichment may be in the eye of the beholder, but it seems to me that the fairest thing would be for all the equally-skilled time put into the case to be counted equally, unless there is some reason to count some time more than others. I understand that your position is that the time put into the state court action is not to be counted equally because that case lost. Our position on that, as I understand it, is the state court work did contribute to the result, even if the state case itself was ultimately unsuccessful.

But focusing on that bone of contention ignores the other half of the equation: if all the non-state court time were weighted equally, MHB would be entitled to a much larger share of the Tomasitis fee than we are asking for, even if MHB is given no credit for the state court work. We were willing to compromise off that legal position to resolve the division of the fees in other cases, but that was in exchange for an agreement that MHB would be compensated at hourly rates for all MHB time put into those cases. If we don't similarly reach a compromise in this case, that leaves us in our default quantum meruit position: all the time put into the case contributed equally to the ultimate result, so the total fee received should be divided accordingly. Stated another way: Sheridan Law Firm would be unjustly enriched if it gets to keep a share of the fees that effectively values your time working for Sheridan at several times the rate being paid to MHB for your time working on the same case, toward the same result, for MHB.

Again, as I understand the numbers involved, if a decision maker agreed with MHB on that basic point, even if it then excluded the state court time from that equation, MHB would be owed a much larger share of this fee than it has been paid to date and a much larger share than we are offering to settle for.

We remain willing to compromise along the same lines we compromised on before, and accept a share based on the total MHB time put into the case times the applicable hourly rates, even though that would mean Sheridan Law Firm will be compensated for your time at much higher rates than MHB will. I hope we can once again agree to that compromise. Until and unless we do, MHB's position is and will be that quantum meruit means that the whole fee should be divided proportionately according to the total amount of time spent by MHB and Sheridan Law Firm.

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<Sheridan Transitional Agreement.pdf><Buy Sell signed by Sheridan.pdf>

EXHIBIT GG

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

MacDONALD HOAGUE & BAYLESS, a)
Washington corporation,)
)
Plaintiff,)
)
v.) No. 15-2-03013-2 SEA
)
THE SHERIDAN LAW FIRM, P.S., a)
Washington corporation; AND JOHN P.)
SHERIDAN, JANE DOE SHERIDAN and their)
marital community,)
)
Defendants.)
)

DEPOSITION UPON ORAL EXAMINATION OF
JOSEPH ROBERT SHAEFFER

Tuesday, June 21, 2016
8:30 a.m.
705 Second Avenue, Suite 1100
Seattle, Washington

Reported by Marlis J. DeJongh, CCR, RPR
Lic. No. DE-JO-NM-J498K9

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DEPOSITION OF JOSEPH ROBERT SHAEFFER, 6/21/16

[Page 2]

1 APPEARANCES
 2
 3
 4 For the Plaintiff: JAMES A. SMITH, JR.
 Attorney
 5 315 Occidental Avenue South,
 Suite 500
 6 Seattle, Washington 98104
 7
 8 For the Defendants: JOHN P. SHERIDAN
 Attorney
 9 705 Second Avenue, Suite 1100
 Seattle, Washington 98104
 10
 11 Court Reporter: MARLIS J. DeJONGH, CCR, RPR
 12 1400 Hubbell, Suite 1510
 Seattle, Washington 98101
 13
 14 Also Present: JESSE WING
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

[Page 4]

1 (Exhibits 1 through 14 marked for identification.)
 2
 3
 4 JOSEPH ROBERT SHAEFFER, deponent herein, being first duly
 5 sworn on oath, was examined and
 6 testified as follows:
 7
 8 EXAMINATION
 9
 10 BY MR. SHERIDAN:
 11 Q. Please state your full name for the record.
 12 A. Joseph Robert Shaeffer.
 13 Q. And what's your address?
 14 A. Home address?
 15 Q. Corporate.
 16 A. 705 Second Avenue, Suite 1500, Seattle, Washington,
 17 98104. Business address.
 18 Q. And with whom are you employed?
 19 A. Employed and an owner of MacDonald Hoague and
 20 Bayless.
 21 Q. Do you refer to yourself as a partner?
 22 A. Variably, yes, but technically we are what's called
 23 directors.
 24 Q. Are you shareholders?
 25 A. I think so, yes.

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 14 3. Director Compensation 4 14
 15 4. Final Accounting, Boyer 4 25
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1 Q. And how long has it -- is it okay if I call
 2 MacDonald Hoague and Bayless MHB?
 3 A. Sure.
 4 Q. How long has MHB been a corporation, if you know?
 5 A. Since the 1950s. I don't know the exact year.
 6 Q. And so during the -- we're going to mostly talk
 7 about the end of 2012, 2013 through 2014 timeframe.
 8 So at the end of 2012 were you what's called the
 9 managing partner?
 10 A. Yes.
 11 Q. And tell us, what does that mean?
 12 A. The managing partner runs the firm in an
 13 administrative sense along with the firm administrator, who
 14 is a staff person, and in conjunction with the management
 15 committee.
 16 Q. And the end of 2012 into 2013, who was on the
 17 management committee?
 18 A. Myself, Andrew Chan, Katie Chamberlain, Michelle
 19 Grant. And I think that's it. An associate named Michael
 20 Allen joined at some point but I don't think it was when I
 21 started.
 22 Q. It's true, is it not, that Michelle Grant was not
 23 an attorney?
 24 A. That's true.
 25 Q. What was her job title?

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1 A. She's the firm administrator.
2 Q. How many partners were there -- strike that.
3 Is it okay if I call them shareholders?
4 A. Either way, for purposes of today. There's a legal
5 aspect of it but we variably calls ourselves directors,
6 partners. We almost never use the word shareholder, but if
7 you want to, I understand what you're talking about.
8 Q. I'm just going to use partners, okay?
9 A. That's fine.
10 Q. At the end of 2012 how many partners were there?
11 A. There were 12, I believe.
12 Q. And in order to become -- strike that.
13 How long have you been with MHB?
14 A. I have been with MHB as an attorney since 2005.
15 Q. And how long have you been a partner?
16 A. Since mid 2011.
17 Q. And it's true, is it not, in order to become a
18 partner you have to sort of buy in?
19 A. Eventually you do need to pay the buy-in.
20 Q. And the buy-in was 35,000?
21 A. Correct. Timeframe, yes. When you joined the firm
22 it was 35,000.
23 Q. What was it before that?
24 A. Historically it has been 25,000, 10,000. I don't
25 know beyond that. And I don't know the dates when those

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1 firm, to the best you recall?
2 A. I'm not sure what you mean by the nature.
3 Q. So, for example, was it put to a vote among the
4 partners?
5 A. I don't remember.
6 Q. Were there any voices speaking against Sheridan
7 joining?
8 A. No.
9 Q. And so did you participate in any of the
10 discussions as to under what terms Sheridan would join?
11 A. Yes.
12 Q. And tell us what you recall in that regard.
13 A. I'm not sure exactly what you're getting at because
14 it's a pretty broad question.
15 Q. I'm really trying to get sort of a chronology of
16 how it is that Sheridan came to the firm. So if you would
17 start with, when was your first involvement in the process
18 that brought Sheridan into the firm?
19 A. I want to say it was October of 2012.
20 Q. And what did you do?
21 A. At some point there was a meeting between you and
22 me and a few other partners.
23 Q. And, to your recollection, what was the purpose of
24 the meeting?
25 A. To explore the potential of you joining the firm.

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1 changed, but when you joined it was 35,000.
2 Q. And the 35,000 gets you shares in the corporation,
3 essentially?
4 A. I think that's right.
5 Q. And when you leave you get the 35,000 back, right?
6 A. Yes.
7 Q. Sometime in 2012 did you and Mel Crawford approach
8 Sheridan for the purpose of recruiting him to join MHB?
9 A. No.
10 Q. How did Sheridan come to join MHB?
11 A. I think that you had a conversation with Mel
12 Crawford and Kay Frank.
13 Q. Okay. And was that in 2012?
14 A. Yes.
15 Q. And you took no part in that?
16 A. I took no part in that.
17 Q. And behind the scenes while that conversation was
18 going on were the partners meeting to discuss whether to
19 invite Sheridan to join?
20 A. After that, after the conversation that you had
21 with Kay Frank and Mel Crawford.
22 Q. And you were managing partner at the time?
23 A. Correct.
24 Q. And can you tell me, what was the nature of the
25 discussion among the partners regarding Sheridan joining the

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1 Q. So Exhibit 1 is what's been referred to as the
2 transactional directorship agreement.
3 A. Transitional, yes.
4 Q. Thanks. And we'll call it the TDA for today, if
5 that's okay?
6 A. Yeah.
7 **MR. SMITH:** Off the record.
8 (Off the record.)
9 **MR. SHERIDAN:** Back on the record.
10 Q. And so how did you get involved in the process that
11 brought Sheridan to the firm?
12 A. I'm sorry, we were just talking about the TDA. Is
13 that different?
14 Q. Yeah, I was trying to lead you into the same thing.
15 For example -- so you recognize the TDA?
16 A. Yes.
17 Q. Did you draft it?
18 A. In part.
19 Q. Tell me, what part did you draft?
20 A. I would have to review.
21 Q. Please do.
22 A. (Witness reviewing document.)
23 I'm going to go through kind of paragraph by paragraph
24 and answer that to the best of my recollection.
25 Q. Sure. Who else participated in the drafting?

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1 A. As far as I can remember, Michelle Grant and Tim
2 Ford, along with edits from management committee members. I
3 think there were edits that were done from Katie. I don't
4 think Andrew Chan provided any.
5 Q. Let's look at, first of all, the name, Transitional
6 Directorship Agreement. Had you ever drafted anything like
7 this before?
8 A. No.
9 Q. And the first, the intro paragraph is the, wherein
10 Jack Sheridan and MHB desire to have Sheridan join the firm.
11 Is that, was that anything you drafted?
12 A. It might have been. There was also some --
13 eventually we sent it to you, so I don't know if there were
14 word choices that you added or not.
15 Q. When you sent it to Sheridan, you sent it as from
16 your firm's perspective as the final product?
17 A. I don't know that.
18 Q. Look at -- I think rather than making you go
19 through the routine of identifying every sentence that you
20 did let's try to go through the agreement a little bit and
21 talk about it.
22 Under directorship date and initial compensation, it
23 says, Sheridan will join the firm as a director on
24 January 1, 2013, and it says, prior to the arrival, Sheridan
25 agrees to pay the amount of \$35,000.

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1 And that's what we were talking about, right, the 35,000
2 to buy in?
3 A. There is a \$35,000 buy-in.
4 Q. And then it says, as required by the buy-sell
5 agreement. And if you look at Exhibit 2, is that the
6 buy-sell agreement that is being referenced in the TDA?
7 A. Yes.
8 Q. And then it talks about -- Paragraph 1 then goes on
9 to talk about semesters and payment and draws, and such.
10 So let's look at Paragraph 2 now, division of fees on
11 cases brought to MHB. It says, for any case that
12 Mr. Sheridan brings to MHB, fees from any recovery will be
13 divided pro rata based on the amount of work performed
14 before and after January 1st, 2013.
15 **MR. SMITH:** It says, any current case.
16 Q. Let me start over.
17 It says, For any current case that Mr. Sheridan brings
18 to MHB, fees from any recovery will be divided pro rata
19 based on the amount of work performed before and after
20 January 1st, 2013.
21 Is that a paragraph -- is that a sentence that you were
22 involved in the drafting of?
23 A. Yes, with you.
24 Q. Please explain. Please describe the circumstances.
25 A. You were primarily concerned that you would get

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credit for the work that you had performed before you got
there.
3 Q. On the clients that were being brought to the firm?
4 A. Correct, the work that you had done on cases prior
to your arrival date. And so there's an e-mail exchange
between the two of us.
7 We also had discussions about this where we worked out
how time would be compensated between the two firms for
cases that you had worked on prior to your arrival that you
brought to the firm.
11 Q. Was that basically just one-on-one communications
12 between you and Sheridan?
13 A. At some point there were other people involved in
14 the conversation. In fact, I think there was somebody else
15 in the room when you and I talked about it the first time.
16 Q. Do you happen to remember who?
17 A. I'm speculating, but I think Michelle.
18 Q. Would that have been at MHB versus --
19 A. Yes.
20 Q. Was all of this in 2012 as opposed to 2013?
21 A. As far as I can recall, yes.
22 Q. What else do you recall about those discussions?
23 A. Which discussions?
24 Q. The discussions between you and Sheridan regarding
how that allocation would go.

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1 A. About how the allocation would go?
2 Q. Yes.
3 A. That the fees between Sheridan Law Firm and
MacDonald Hoague and Bayless would be divided based on a
pro rata split based on work performed, and depending on the
provision of the fee agreement in the particular case, that
could mean a couple of different things.
8 Q. Could you further explain that a little? Looks
like what?
10 A. It's easy in a case where the hourly provision of
the fee agreement governs because in that case each firm,
Sheridan Law Firm versus MHB, would get -- for example, if
the Court awarded the fees, that they would get the hourly
value, the Lodestar value of that work, whereas if the
percentage governed, then we would determine how much work
was performed by Sheridan Law Firm prior to the arrival and
then how much work was performed at MHB and divide the
percentage fee on a pro rata basis based on hours worked.
19 Q. And that was anticipating that the case resolved at
MHB?
21 A. In the context of that, everything was assumed,
that, yeah, you would come to our firm, and the anticipation
was forever. So, yeah, we were looking at when those cases
came in, that's how we would allocate the fee.
25 Q. And is it a fair statement that in statements made

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1 by Sheridan in those discussions, Sheridan indicated a
2 desire to pretty much stay to retirement, or an intent?
3 A. I'm not sure that that was ever stated. I think
4 that we -- that was certainly our hope.
5 Q. Then the next sentence says, Fees generated from
6 work performed prior to January 1st, 2013 will be paid to
7 the Law Offices of Jack Sheridan.
8 So, again, that was along the same lines that you were
9 just describing, right?
10 A. Yes. And then the value of the work performed
11 depends on the case.
12 And I can't remember, for example, how we were going to
13 treat hours. I think there was some allocation for
14 paralegal time being half of an attorney rate, or something
15 like that.
16 Q. The last sentence says, Fees generated from work --
17 Fees generated from work performed on January 1st, 2013 or
18 later will be paid to MHB business account to be distributed
19 per the director compensation plan.
20 And is that a sentence that you drafted, if you recall?
21 A. Director compensation plan probably was Tim.
22 Q. So take a look at Exhibit 3. And this is -- it's a
23 document that your counsel sent to me last week with the
24 representation that this is the director compensation plan
25 in effect at the time.

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1 Could you take a quick look and see if you agree,
2 because it has the January 4, 2016 date on it.
3 A. As far as I can tell, this is the director
4 compensation plan that was in existence for your entire time
5 and it has not changed since you left.
6 Q. To your knowledge, had it -- so it had become in
7 its current form before Sheridan joined the firm?
8 A. Yes.
9 Q. So was it your understanding that any fees
10 generated from work performed on January 1st, 2013 or later
11 would be paid into the MHB business account?
12 A. Yes, subject to the pro rata division.
13 And I should add, there is an e-mail that discussed this
14 specifically. You sent me an e-mail to provide an example
15 of how this would go and you used Tamosaitis as an example.
16 You said, you rounded the numbers, but you said, for
17 example, I have -- I'm going to get these numbers wrong, but
18 a thousand hours in the state court case and 500 hours in
19 the federal case, and all of that would be put into the mix
20 when -- and then all the time that came from MHB, done while
21 at MHB would be the MHB share, and that you would see the
22 total fee. And then we would look at the work performed in
23 each of those, and all of those federal/state,
24 federal/state, and that would be used to divide the fee.
25 Q. And so that would have been a conversation that

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1 happened probably in 2012?
2 A. E-mail in 2012, yes.
3 Q. Were there any communications, to your
4 recollection, involving what would happen if Sheridan left
5 the firm?
6 A. In 2012?
7 Q. Yeah.
8 A. Not specifically, other than the buy-sell agreement
9 which provides for the \$35,000 payout. And that was
10 discussed because that's, our buy/sell is very simple,
11 35 in, 35 out.
12 Q. When you say that was discussed, you mean between
13 you and Sheridan?
14 A. Absolutely.
15 Q. Is it a fair statement that there were no
16 discussions about whether or not there would be a pro rata
17 share of a contingent fee if Sheridan left the firm?
18 A. In 2012, not specifically.
19 Q. So now this agreement is signed on January 16th,
20 On January 16th, or before, were there any such discussions?
21 A. You're talking about the TDA?
22 Q. Right, Exhibit 1.
23 A. Not to my recollection.
24 And let me be very clear about that. To my
25 recollection, prior to January 16, I don't recall any

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1 specific conversations about fee splits should Sheridan
2 leave the firm because it was anticipated that you would be
3 there forever.
4 Q. Did there come a time that that discussion took
5 place, that such a discussion took place?
6 A. The first time that I can remember a conversation
7 about fee split upon your departure was in 2014.
8 Q. Was that during the month before Sheridan left?
9 A. It was in June.
10 Q. And tell me everything you remember about that.
11 A. You came into my office. I think there was
12 somebody else there. It probably was Michelle but I don't
13 remember specifically. We could have been just the two of
14 us. You talked about the subject. You raised the subject
15 of clients and fees.
16 Q. Can I stop you for a second?
17 Was this before or after Sheridan announced that
18 Sheridan was leaving?
19 A. It was after you sent an e-mail saying, Beth is
20 leaving, I think I'll leave too.
21 Q. And that would have been in June of --
22 A. June of 2014.
23 **MR. SMITH:** Let him finish his answer.
24 **MR. SHERIDAN:** Please, go ahead.
25 A. And I interrupted you too. Go ahead. I'm done.

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<p style="text-align: right;">[Page 18]</p> <p>1 Q. So tell me everything you remember about that 2 conversation.</p> <p>3 A. You raised the idea of what to do about clients and 4 fees. The clients seemed to be fairly straightforward at 5 that time.</p> <p>6 Q. You mean in terms of where they wind up?</p> <p>7 A. Right, and how to do that, because I think the 8 ethical rules allow the clients to choose.</p> <p>9 The fee was instantly more complicated. When you 10 mentioned something about how we should do it, my instant 11 reaction was, well, we've already gone through this exercise 12 in 2012 and it seems like it should be the same way, 13 pro rata split based on hours worked.</p> <p>14 Your reaction was instantly, and I'm characterizing 15 this, visceral, and you said that you had done this before 16 with a prior partner and you weren't going to go down that 17 road again.</p> <p>18 Q. Did the words quantum meruit come up at all?</p> <p>19 A. I don't remember.</p> <p>20 Q. How long did this discussion take?</p> <p>21 A. Five minutes maybe. I think you walked out.</p> <p>22 Q. And anything else you can remember about that 23 meeting?</p> <p>24 A. You asked about quantum meruit. The term might 25 have been said. But I definitely remember coming to the</p>	<p style="text-align: right;">[Page 20]</p> <p>1 Q. For any of those persons, did any of them bring 2 with them contingent fees, contingent fee cases?</p> <p>3 A. Can we define who we're talking about just so we 4 have the universe? The firm has been around for over 5 60 years.</p> <p>6 Q. Fair enough. So let's figure that out then. Give 7 me a second here.</p> <p>8 Please name all of the partners that you can think of 9 that left MHB prior to the time Sheridan left.</p> <p>10 A. In the history of MHB?</p> <p>11 Q. Just whatever is in your memory.</p> <p>12 A. And what do you mean by left, retired? I mean --</p> <p>13 Q. Good point. Not retired, not died in office, but 14 actually left the firm to continue practice elsewhere doing 15 law. And if you could start with the most recent.</p> <p>16 A. That too is complicated, but let's just start and 17 work backwards from you.</p> <p>18 Q. Good idea.</p> <p>19 A. Andrea Brenneke left the firm in 2013. Felecia 20 Gittleman left the firm in February or March of 2013.</p> <p>21 Q. Didn't some people go to, what's that called, of 22 counsel, leave, sort of give their money back and stay with 23 the firm as of counsel?</p> <p>24 A. Yeah, I don't consider that leaving the firm.</p> <p>25 Q. Would you throw those folks in too?</p>
<p style="text-align: right;">[Page 19]</p> <p>1 fairly quick conclusion that the fair way to do this would 2 be to have it the same way that we did when we brought you 3 in, that it made sense that -- and we did discuss the two 4 things. I think we came to agreement that in an hourly 5 circumstance it was easy.</p> <p>6 I think we said in a case where, either through 7 settlement or a court determination, the two firms were at 8 or below their hourly rates, it would be simply based on 9 kind of Lodestar value of the work or reduced Lodestar 10 value.</p> <p><u>11 But the issue then came that, what happens when there's</u> <u>12 a fee above hourly based on the percentage under the</u> <u>13 agreement. And I instantly said, well, why wouldn't we do</u> <u>14 it the exact same way we did it when you got here. And you</u> <u>15 said you weren't going to do that.</u></p> <p><u>16 Q. So Sheridan disagreed?</u></p> <p><u>17 A. To put it mildly.</u></p> <p>18 Q. Tell me this, so you had been there since 2005. 19 Had anybody left before Sheridan?</p> <p>20 A. Anybody?</p> <p>21 Q. Meaning partner level folks, during the time you 22 were there.</p> <p>23 A. Left before you left?</p> <p>24 Q. Yes.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">[Page 21]</p> <p>1 A. Ester Greenfield became of counsel. I think it was 2 mid 2013. And Kay Frank became of counsel, and I don't 3 remember what year, 2010 or '11. I think it was '11.</p> <p>4 Q. Any other names you can recall?</p> <p>5 A. I'm concerned about getting the order wrong.</p> <p>6 Q. Don't worry about order. Start out with names and 7 do the best you can.</p> <p>8 A. Lourdes Fuentes, Kathleen Wareham, Maria Fox.</p> <p>9 Q. Maria Fox?</p> <p>10 A. Yes.</p> <p>11 Q. Keep going.</p> <p>12 A. And you're talking about partner level?</p> <p>13 Q. Yes, please.</p> <p>14 A. Not associates?</p> <p>15 Q. Yes.</p> <p>16 A. Those are the ones that I can remember, but I've 17 got a splinter in my brain saying there's one or two more. 18 I'll be embarrassed not to remember.</p> <p>19 Q. We won't tell anyone.</p> <p>20 Of these persons that we've listed, did any of them take 21 with them clients that had a contingent fee arrangement?</p> <p>22 A. No.</p> <p>23 Q. So they're all hourly?</p> <p>24 A. No. Wait, that's not a dichotomy.</p> <p>25 Q. Please explain.</p>

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1 A. For example, Andrea Brenneke left the firm. And
2 you asked and I said it was complicated. If you're saying
3 practicing law, so I don't know if she was practicing law.
4 Q. Because she went to the city?
5 A. She went to the city but she didn't take any cases
6 with her. When immigration partners have left, those are,
7 as I understand it, flat fee cases. So they're not hourly
8 but they're not contingent. So I said they're not
9 contingent but that doesn't mean they were hourly.
10 Q. Out of the list that you have here -- strike that.
11 MHB sort of divides its partners into immigration and
12 litigation, right?
13 A. With one notable exception.
14 Q. What is that?
15 A. Kay Frank.
16 Q. And does she do both?
17 A. Yes.
18 Q. So thinking of just the litigation group, any of
19 the persons named from litigation?
20 A. Andrea Brenneke, Maria Fox, Kathleen Wareham.
21 Q. And so could you spell Wareham?
22 A. I think it's W-a-r-e-h-a-m.
23 There's a lot more before my time. Bob Marler, Kevin
24 Lederman.
25 Q. So did Kathleen Wareham take any contingent fee

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1 buy-sell agreement.
2 Would you agree with me, the buy-sell agreement is
3 something that has existed at the firm for a period of time
4 and there was no negotiation surrounding its content between
5 Sheridan and MHB?
6 A. So there's more than one question there.
7 The TDA -- I'm sorry, the buy-sell agreement predates my
8 entry into the partnership. And I do agree that nothing was
9 negotiated with you about the buy-sell agreement.
10 Q. Was the content of the TDA approved by the partners
11 in any sort of formal vote, or something like that?
12 A. I don't recall. I don't think so.
13 Q. It was really just -- what did you call it, the
14 management committee?
15 A. Management committee, and Tim was involved. And so
16 I believe that the decision to allow you to join was
17 consensus. In other words, there was no dissenting voice
18 holding it up but that the details of how to get you to the
19 firm were not necessarily circulated in the form of the TDA
20 and voted on.
21 Q. Got it. All right.
22 A. Although I will say -- let me amend that as I'm
23 looking down at it now.
24 Q. Go ahead.
25 A. For example, Paragraph 3 was discussed and probably

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1 cases with her?
2 A. Not that I know of but she left just before I
3 arrived.
4 Q. How about Maria Fox?
5 A. I don't believe that she did. She left a month or
6 so after I arrived.
7 Q. Bob Marler you said. How about him?
8 A. Bob Marler was before my time.
9 Q. Do you know if he took any contingent fee cases?
10 A. I don't know.
11 Q. How about Kevin Lederman?
12 A. He was immigration so I would assume no.
13 Q. So would you, looking back at the TDA, Exhibit 1,
14 would you agree that at the time it was drafted it was
15 not -- there were no discussions contemplating how the
16 Sheridan, how Sheridan and MHB would split contingency fee
17 cases in the event that Sheridan left?
18 A. Other than the buy-sell agreement of 35 in,
19 1935 out, I believe that's true, although I'm not sure that
20 that necessarily dictates what the language says.
21 Q. They're going to argue that.
22 So with regard to the other discussions that took place
23 at the time of formation, I gather --
24 A. Of the TDA?
25 Q. I was actually going to start talking about the

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1 either voted on or a consensus decision was made.
2 Q. This has to do with the various split percentages
3 that Sheridan gets?
4 A. The credit that we gifted you, yes.
5 Q. Over time. Got it.
6 A. Uh-huh.
7 Q. So let me direct your attention to a new topic.
8 Let's look at Exhibit 4. So this is, this is the Grant
9 Boyer formal accounting. Did you --
10 A. I'm sorry, which?
11 Q. Exhibit 4. Did you play any role in the drafting
12 of the MHB final accounting for Boyer?
13 A. I don't think that I did.
14 Q. Were you still managing partner as of December
15 2014?
16 A. Yeah.
17 Q. Could you tell us how these things get drafted at
18 MHB?
19 A. Typically, and this is a little bit -- I have to
20 say this document is a bit different in format than I'm used
21 to, so I assume this is an MHB one. It has, these
22 paragraphs at the bottom look like ours because it says MHB,
23 but the costs, the calculation doesn't look like the ones
24 that I do.
25 That said, these generally get generated -- well, let me

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1 example that was coming to our firm where both cases had
2 been dismissed when you joined, right?
3 Q. What was the date of that e-mail? What timeframe?
4 A. October, November.
5 Q. Of 2012?
6 A. 2012.
7 Q. So prejoining?
8 A. It was part of the genesis of that paragraph that
9 we saw in the TDA that talked about pro rata, and that's how
10 we were -- that you used that as an example of how a pro
11 rata would work.
12 And so that was putting all the time into the hopper
13 firm to firm, doing a pro rata split. And I think in your
14 mind you thought Tamosaitis is a big case, that if we can
15 get this thing turned around it's going to provide a
16 percentage-based fee rather than an hourly-based fee.
17 Q. Or two?
18 A. What's that?
19 Q. Or two fees, right?
20 A. I suppose, I suppose, but that wasn't the context
21 of the e-mail. It was recovery based on the hours in those
22 two cases.
23 Q. Joe, did you just say that some portion of the
24 language of division, of Paragraph 2 of Exhibit 1 of the TDA
25 was based on that e-mail?

[Page 47]

1 A. Based on that e-mail or the discussions that you
2 and I had verbally.
3 Q. So, Joe, is it your position here this morning that
4 when Paragraph 2 was drafted it was drafted with the intent
5 to cover post-termination allocation or something else?
6 A. You asked me why -- the original genesis of this
7 question was whether or not I took the view among my
8 partners that it should be a pro rata split, right?
9 Q. Right.
10 A. My explanation for that is that that had been how
11 we had decided to do it when you came to the firm first and
12 foremost. That's informed by the TDA which is informed by
13 our discussions and that e-mail. And I can't remember if
14 the first version of this Paragraph 2 came before or after
15 that e-mail. The e-mail was an example of how Paragraph 2
16 would turn out.
17 Q. But during this time we were thinking that Sheridan
18 would stay there forever, right?
19 A. Correct. But again, I go back to, you asked me why
20 I took that position with my partners, and it had to do with
21 that entire course of dealings with you is that seems like
22 the equitable way to do things, is it's pro rata based on
23 work. It's how you came in.
24 It was a fairly easy conversation when you came in. I
25 didn't argue that Sheridan Law Firm should be limited to its

[Page 48]

1 hours. I said, yeah, something big comes in, we should all
2 be happy together and split by pro rata, not SLF, and more
3 specifically Jack Sheridan, gets limited to his hourly
4 before he got here and then the rest of, the entire rest of
5 the fees go into the MHB profit distribution system.
6 Q. The buy-sell agreement does not provide for the
7 Sheridan or the Sheridan Law Firm to receive any percentage
8 of the MHB fees for any cases that resolve after Sheridan
9 left, right?
10 **MR. SMITH:** I'm sorry, could you --
11 Q. Is that too cloudy?
12 Let's just take the Boyer case as an example. There was
13 a check issued for -- Exhibit 8 is a check issued for
14 153,448.81. You would agree that, in your view, Sheridan
15 had no right to any percentage of that?
16 A. That's true. That's what the buy-sell does, is
17 1735 in, 35 out, and it's to avoid paying a tail to departing
18 partners.
19 Q. Had that been a problem in the past, to your
20 knowledge?
21 A. In ancient history I've heard that that might have
22 come up.
23 **MR. SHERIDAN:** I'm going to break now. And, Joe, I
24 think I'm going to make you the guy we do for two days
25 if necessary. I don't really think we'll need it, but

[Page 49]

1 we'll just, you seem to know the most of everybody,
2 although we're doing Tim next week.
3 So I'm going to break this now. We'll pick
4 everybody else up at 2:30.
5 And thanks. We can go off the record.
6 **MR. SMITH:** Before we go off the record, I'm not
7 disagreeing with you, but I'm not agreeing with you at
8 future dep scheduling. We reserve all the positions in
9 that regard.
10 **MR. SHERIDAN:** Fair enough.
11 (The deposition adjourned at 9:45 a.m.)
12 (Signature reserved.)
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EXHIBIT HH

DEPOSITION OF ESTER GREENFIELD, 6/21/16

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

MacDONALD HOAGUE & BAYLESS, a)
Washington corporation,)
)
Plaintiff,)
)
v.) No. 15-2-03013-2 SEA
)
THE SHERIDAN LAW FIRM, P.S., a)
Washington corporation; AND JOHN P.)
SHERIDAN, JANE DOE SHERIDAN and their)
marital community,)
)
Defendants.)
)

DEPOSITION UPON ORAL EXAMINATION OF
ESTER GREENFIELD

Tuesday, June 21, 2016
2:55 p.m.
705 Second Avenue, Suite 1100
Seattle, Washington

Reported by Marlis J. DeJongh, CCR, RPR
Lic. No. DE-JO-NM-J498K9

MARLIS J. DeJONGH & ASSOCIATES
1400 HUBBELL, SUITE 1510, SEATTLE, WA 98101
206-583-8711

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www.marlisdejongh.com

DEPOSITION OF ESTER GREENFIELD, 6/21/16

[Page 2]

1 APPEARANCES
 2
 3
 4 For the Plaintiff: JULIA DOYLE
 Attorney
 5 315 Occidental Avenue South,
 Suite 500
 6 Seattle, Washington 98104
 7
 8 For the Defendants: JOHN P. SHERIDAN
 Attorney
 9 705 Second Avenue, Suite 1100
 Seattle, Washington 98104
 10
 11 Court Reporter: MARLIS J. DeJONGH, CCR, RPR
 12 1400 Hubbell, Suite 1510
 Seattle, Washington 98101
 13
 14 Also Present: JOE SHAEFFER
 15
 16
 17
 18
 19
 20
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 22
 23
 24
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[Page 4]

1 ESTER GREENFIELD, deponent herein, being first duly
 2 sworn on oath, was examined and
 3 testified as follows:
 4
 5 EXAMINATION
 6 BY MR. SHERIDAN:
 7 Q. Please state your full name.
 8 A. Ester Greenfield.
 9 Q. And what is your business address?
 10 A. 705 Second Avenue, Suite 1500, Seattle, Washington
 11 98104.
 12 Q. And with whom are you employed?
 13 A. MacDonald Hoague and Bayless.
 14 Q. What do you do there?
 15 A. I'm an attorney.
 16 Q. Are you of counsel?
 17 A. I am.
 18 Q. How long have you been of counsel?
 19 A. Since July 1, 2013.
 20 Q. And in one sentence, can you say why you decided --
 21 strike that.
 22 You were a partner, right?
 23 A. I was.
 24 Q. In one sentence, why you decided to leave and
 25 become of counsel?

[Page 3]

1 INDEX OF EXAMINATION
 2
 3 Page(s)
 4 Examination of Ester Greenfield
 5 By Mr. Sheridan 4
 6
 7 INDEX OF EXHIBITS
 8
 9 No. Description
 10 (Marked and identified in deposition of Joe Shaeffer.)
 11 1. TDA Between Sheridan and MHB
 12 2. Buy-sell Agreement
 13 3. Director Compensation
 14 4. Final Accounting, Boyer
 15 5. Final Accounting, Chaussee
 16 6. Final Accounting, Tamosaitis
 17 7. 9/16/15 E-mail
 18 8. Check No. 7077
 19 9. Document No. SLF0048
 20 10. Document No. SLF0066
 21 11. 10/31/15 E-mail
 22 12. 9/24/15 E-mail
 23 13. Declaration of Katherine
 24 Chamberlain, Boyer
 25 14. Declaration of Katherine
 Chamberlain, Chaussee

[Page 5]

1 A. I was ready for a transition.
 2 Q. Fair enough. Which leads us into Exhibit 1. Do
 3 you recognize Exhibit 1?
 4 A. I see what it is. I can't tell whether I have seen
 5 it before or not.
 6 Q. Fair enough. Did you, at the time that -- and it's
 7 awkward to say but I've been saying Sheridan rather than I
 8 so the record is a little more readable.
 9 So at the time Sheridan joined the law firm January 1st,
 10 2013, did you play any role in the drafting of the
 11 agreements that brought him there?
 12 A. No.
 13 Q. Look at Exhibit 2, if you would, and that is the
 14 buy-sell agreement. Have you ever seen that before?
 15 A. Yes. I signed it.
 16 Q. And so can you tell me, you've been with MacDonald
 17 Hoague and Bayless for how long?
 18 A. Since 1978.
 19 Q. So in the former times going back further than
 20 probably most people have been there other than you, was
 21 there a time where there was a problem, when a partner left,
 22 MHB had to continue paying them for moneys that were earned
 23 after they left?
 24 A. Many years ago we did have such a provision.
 25 Q. And what was the effect of that provision?

DEPOSITION OF ESTER GREENFIELD, 6/21/16

[Page 6]

1 A. It resulted in a diminishing income stream to a
 2 departing partner after that partner had left based on the
 3 formula that we had at the time for distributing profits.
 4 Q. Did that mean that even though the partner was gone
 5 they were still getting income?
 6 MS. DOYLE: Objection, Jack. I don't think this is
 7 relevant, for the record.
 8 MR. SHERIDAN: You can still answer.
 9 A. What was the question?
 10 Q. So the question is, did that mean that partners who
 11 had departed were still getting income from MHB even though
 12 they were no longer working on cases?
 13 A. Yes.
 14 Q. So the buy-sell agreement that we have here as an
 15 exhibit, was it created to fix that problem, if you know?
 16 MS. DOYLE: Objection, mischaracterizes. I don't
 17 think we ever characterized it as a problem. But go
 18 ahead and answer.
 19 MR. SHERIDAN: You can answer.
 20 A. There was an amendment after the particular partner
 21 left who received the income stream, which everybody who has
 22 left agreed that there would no longer be such an income
 23 stream.
 24 Q. Which partner left that caused that amendment?
 25 A. Bob Randolph.

[Page 8]

1 A. I can't really answer the question in the current
 2 form because I don't think it addresses your situation, and
 3 I'm not privy, as you know, to negotiations that gave rise
 4 to your situation. So I can't really answer it the way you
 5 have formulated it?
 6 Q. You left the partnership in 2013?
 7 A. Yes.
 8 Q. So at the time that you left, was it the case that
 9 a departing partner like yourself would have no ongoing
 10 interest in cases that remained at MHB?
 11 A. No, that's also not a correct formulation.
 12 Q. Because you were of counsel?
 13 A. Because I'm of counsel and I work on cases.
 14 Q. As of 2013, was it your understanding that a
 15 departing partner under the buy-sell agreement that existed
 16 in 2013 would have no ongoing interest in cases that
 17 remained with MHB?
 18 A. More or less, that's correct. I can think through
 19 the different --
 20 Q. Actually, Ester, whether we say a partner, it
 21 doesn't matter.
 22 MR. SHERIDAN: That's really all I have for you.
 23 Thank you very much. You're wonderful.
 24 (The deposition adjourned at 3:05 p.m.)
 25 (Signature reserved.)

[Page 7]

1 Q. Do you remember roughly what year?
 2 A. No. '80s maybe. Many years ago.
 3 Q. Is it your understanding that the buy-sell
 4 agreement that is Exhibit 2 to this deposition is basically
 5 the product of that amendment and redrafting?
 6 A. I don't know that for sure because there may have
 7 been provisions in the buy-sell that carried over. So I
 8 don't think this is done from scratch. It was just the
 9 amendment that was done after the departure of Bob Randolph
 10 was done to eliminate the spinout.
 11 Q. Is it your understanding that today if a partner
 12 leaves MHB their interest is cut off in any future income
 13 other than they get their 35,000 back?
 14 MS. DOYLE: Objection. Let's limit it to the
 15 provisions of this agreement rather than talking
 16 hypothetical, about hypothetical partners leaving, shall
 17 we?
 18 MR. SHERIDAN: Let me have that read back.
 19 (Requested testimony read by the court reporter.)
 20 Q. And I think this morning Joe had said sometimes
 21 it's not 35. Sometimes it's a different amount. So let me
 22 ask the question differently.
 23 Is it your understanding that terms of the current
 24 buy-sell agreement basically cuts off future income to
 25 departing partners, if you know?

[Page 9]

1 CORRECTIONS
 2
 3 PLEASE MAKE ALL CORRECTIONS, CHANGES OR CLARIFICATIONS TO
 4 YOUR TESTIMONY ON THIS SHEET, NOT IN THE TRANSCRIPT ITSELF,
 5 SHOWING PAGE AND LINE NUMBER AND THE NATURE OF THE CHANGE.
 6 IF THERE ARE NO CHANGES, WRITE "NONE" ACROSS THE PAGE.
 7 PLEASE SIGN THIS SHEET AND RETURN WITHIN 30 DAYS TO THE
 8 ATTENTION OF JACK SHERIDAN, ESQ., AT 705 SECOND AVENUE,
 9 SUITE 1100, SEATTLE, WA 98104 FOR FILING WITH THE ORIGINAL
 10 TRANSCRIPT.
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 ESTER GREENFIELD

DEPOSITION OF ESTER GREENFIELD, 6/21/16

REPORTER'S CERTIFICATE

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, MARLIS J. DeJONGH, CCR, RPR, a Notary Public in
and for the State of Washington, do hereby certify:

That prior to being examined, the witness named in the
foregoing deposition was duly sworn to testify the truth,
the whole truth and nothing but the truth;

That said deposition was taken down by me in
shorthand at the time and place therein named and thereafter
transcribed by means of computer-aided transcription, and
that the foregoing transcript contains a full, true and
verbatim record of the said deposition;

I further certify that I have no interest in the
event of the action.

WITNESS my hand and seal this 22nd day of June,
2016.

Notary Public in and for the State
of Washington, residing in Seattle.
My commission expires 01/15/2020.
Lic. No. DE-JO-NM-J498K9

EXHIBIT II

DEPOSITION OF TIMOTHY KENT FORD, 6/27/16

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

MacDONALD HOAGUE & BAYLESS, a)
Washington corporation,)
)
Plaintiff,)
)
v.) No. 15-2-03013-2 SEA
)
THE SHERIDAN LAW FIRM, P.S., a)
Washington corporation; AND JOHN P.)
SHERIDAN, JANE DOE SHERIDAN and their)
marital community,)
)
Defendants.)
)

DEPOSITION UPON ORAL EXAMINATION OF
TIMOTHY KENT FORD

Monday, June 27, 2016
9:30 a.m.
705 Second Avenue, Suite 1100
Seattle, Washington

Reported by Marlis J. DeJongh, CCR, RPR
Lic. No. DE-JO-NM-J498K9

MARLIS J. DeJONGH & ASSOCIATES
1400 HUBBELL, SUITE 1510, SEATTLE, WA 98101
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DEPOSITION OF TIMOTHY KENT FORD, 6/27/16

[Page 6]

1 A. Summary judgment was granted on a number of issues
2but it did not include dismissal of all the claims.
3 Q. Is there a cocounsel in that case?
4 A. I'm not sure what you mean.
5 Q. Meaning, is there another law firm involved in the
6case?
7 A. There are two other law firms on our side of the
8case. One is the Connelly Law Firm in Tacoma and one is a
9law firm in Portland, the name of which escapes me. Ian
10Hale is the principal associate lawyer on that case.
11They're an insurance firm.
12 Q. Then in the Northrop case, who was the lead
13counsel in that trial when it began?
14 A. Me and Jack Connelly were colead counsels, I
15guess.
16 Q. Did you have any other settlements in 2013? And
17right now just say yes or no. I don't want to get into
18confidential numbers.
19 A. I'm sure I did but I can't remember.
20 Q. 2014?
21 A. Yeah.
22 Q. Anything you remember?
23 A. I'm pretty sure 2014 was the Caylor settlement.
24 Q. Is that public?
25 A. Might have been last year.

[Page 7]

1 Q. Is it public or confidential?
2 A. That is public.
3 Q. How much was that?
4 A. \$1,975,000.
5 Q. Was that a police misconduct case?
6 A. Yes.
7 Q. In 2013 did you take any cases to trial besides
8Northrop?
9 A. I think so. I think that that was the year that I
10tried a case up in Alaska, Dietzmann.
11 Q. What kind of case was that?
12 A. That was a police misconduct case, for lack of a
13better word. Kind of an unusual one.
14 Q. How did that turn out?
15 A. We lost that part. We had already settled with the
16other defendant. We lost with the second defendant we went
17to trial with.
18 Q. In 2014 did you try any cases?
19 A. I didn't look at the calendar on this.
20 Q. They do mix together. So just say more generally.
21In 2014 or '15 did you try any cases?
22 A. Pretty sure no in '15. It seems like there was one
23other in 2014.
24 Q. How about PI or anything like that, personal
25injury?

[Page 8]

1 A. We had one that bounced along quite awhile and
2almost went to trial a couple times but it never did go to
3trial. That was a PI case.
4 Q. Anything this year?
5 A. No.
6 Q. I'm thinking of, did you try any cases with David
7in the last couple years?
8 A. Northrop.
9 Q. Just Northrop. Okay.
10 Switching gears, so these are the exhibits that we've
11been using over and over again in the case and I'm going to
12sort of take you through these, some of them.
13 First I would like to draw your attention to Exhibit I.
14 We've been calling it the TDA. It's the transitional
15directorship agreement. And just verify that you recognize
16this.
17 A. Yes.
18 Q. Did you participate in the drafting of this?
19 A. I did.
20 Q. Any particular sections that you focused on?
21 A. I don't know about focus. I have seen a draft in
22which I added or proposed some added language and made some
23comments. I don't know if I had focused on other things as
24well though.
25 Q. Can you recall what section it was that you made

[Page 9]

1some changes to?
2 A. I think Section 9. Possibly Section 7.
3 Q. Anything else?
4 A. And Section 3.
5 Q. Anything else?
6 A. That's all I remember seeing on that particular
7redraft.
8 Q. Do you know who did the first draft?
9 A. I don't.
10 Q. Did you have -- it's awkward, but I'm going to say
11Sheridan just for record purposes. It prints better.
12 A. Sure.
13 Q. Did you have any conversations with Sheridan
14regarding the formation of this agreement?
15 A. I don't recall.
16 Q. Any e-mail exchanges with Sheridan?
17 A. I don't believe so but I'm not sure.
18 Q. Do you have a recollection of whether any one
19particular partner was involved in the communications with
20Sheridan regarding the drafting of the TDA?
21 A. I'm not sure if it's a recollection or an
22impression. My impression was Joe Shaeffer, but that's the
23best I can recall.
24 Q. Mine too.
25 Is it fair to say that as it applies to Section 2, to

DEPOSITION OF TIMOTHY KENT FORD, 6/27/16

[Page 10]

1 your knowledge, there were no discussions with Sheridan
2 regarding Section 2 applying in the event that Sheridan were
3 terminated, or left the firm, I should say?
4 A. I was not party to any discussions that I remember
5 on that point with Mr. Sheridan.
6 **MS. DOYLE:** Objection. Just to clarify, Jack, do
7 you mean prior to the formation of the TDA?
8 **MR. SHERIDAN:** Prior to formation, right.
9 Q. So now I'm going to direct your attention to
10 Exhibit 3. And it's the director compensation plan.
11 Do you have an understanding how this works? And I'll
12 say for the record, Joe has represented that this is the one
13 that was in effect during the time that Sheridan was there.
14 Do you have an understanding how this works?
15 A. I think so.
16 Q. Could you just summarize in very brief lay person
17 terms how it works.
18 **MS. DOYLE:** Objection, calls for legal opinion,
19 calls for attorney work product, calls for mental
20 impression of an attorney who was acting on behalf of
21 the firm.
22 **MR. SHERIDAN:** You can answer.
23 A. I tried this recently and I did a lousy job. So
24 it's kind of complicated and I'm not sure I can do it
25 justice in a short phrase.

[Page 11]

1 Q. Just take your best shot and we'll abandon it if it
2 becomes obvious that it's not working.
3 **MS. DOYLE:** Same objection. Also document speaks
4 for itself.
5 A. The profit of the firm is divided up after a
6 certain amount of capitalization. And the way it's divided
7 up is governed by percentages, and the percentages are
8 governed by each director's credits over a six-semester
9 period, or three-year period. And the credits are based on
10 contact, a person who brought the case in, and work credits,
11 the work done on the case, and derived credits, the work
12 done by associates and paralegals under the supervision of
13 the director, less something called a resource cost
14 assessment, which is based on the cost of those employees
15 divided by a percentage of the hours that they worked for
16 that particular director during the semester for which the
17 credits are being tallied.
18 Q. Pretty good.
19 A. That wasn't very good.
20 Q. That was not bad at all.
21 Take a look at Exhibit 4, if you would. This is a final
22 accounting in December 2014 from MHB regarding the Grant
23 Boyer case. Did you have anything to do with any aspect of
24 communications with Sheridan about Boyer?
25 A. This may be a case in which I did an hour or two of

[Page 12]

1 research on something, a legal issue, an evidence issue, I
2 think.
3 Q. There may be some billing that you did on the case
4 but I'm more interested in knowing if you had any
5 discussions with Sheridan about what MHB fees would be.
6 A. No, I'm pretty sure I didn't.
7 Q. Fair enough.
8 Same question for Chaussee, Exhibit 5. Did you have any
9 discussions with Sheridan about what MHB's fees would be
10 regarding Mr. Chaussee?
11 A. Specifically with regard to this?
12 Q. Not with regard to the document. This is sort of a
13 jumping-off point. But, more generally, you can see in
14 Exhibit 5 that the fees requested by MHB, it looks like
15 \$117,650.
16 Did you have any discussions with Sheridan about whether
17 that was an appropriate amount of fees?
18 A. I'm sure I didn't have that discussion, no.
19 Q. Now Tamosaitis is Exhibit 6. And, again, I'm just
20 referring this to you for the purpose of -- and actually I'm
21 going to skip over 6 and go to 7 because it's kind of the
22 same thing with Andrew's e-mail on top.
23 Did you have any discussions with Sheridan prior to the
24 dispersal of funds in this case regarding how much MHB
25 should receive in the Tamosaitis case?

[Page 13]

1 **MS. DOYLE:** For clarification, do you mean
2 dispersal of funds from --
3 **MR. SHERIDAN:** From the settlement.
4 **MS. DOYLE:** -- to your firm?
5 **MR. SHERIDAN:** Right.
6 A. I don't know exactly when that happened, when the
7 dispersal of funds happened. You and I had some
8 negotiations at some point but I'm not sure where that fit
9 in.
10 Q. Let's turn --
11 A. I'm not finished.
12 Q. I'm sorry. Go ahead.
13 A. I'm not sure where that fit into the sequence of
14 money being distributed.
15 Q. Take a look at Exhibit 10 and see if that refreshes
16 your recollection. So this is a dispersal check dated
17 September 18, 2015 from Sheridan Law Firm to MHB. Prior to
18 the -- strike that.
19 Prior to the issuance of this check to MHB by SLF did
20 you have any conversations or communications with Sheridan
21 regarding the appropriate amount of funds that MHB should
22 receive?
23 A. Again, if you're talking about, with specific
24 reference to Tamosaitis?
25 Q. Yes.

DEPOSITION OF TIMOTHY KENT FORD, 6/27/16

[Page 18]

1 The Northrop trial was September of 2013 so I was a little
2 preoccupied with that.
3 I viewed most of this as kind of an employment group
4 issue. So I know that there were concerns and somebody
5 discussed something with somebody, but I have not much
6 recollection beyond that.
7 Q. Fair enough.
8 So Sheridan leaves in July of 2014, and in some of Joe's
9 testimony from the other day was that halfway through June
10 Sheridan announced he was leaving, and then as of July 1st,
11 he was no longer a partner and then he left the end of the
12 month. Is that about your recollection?
13 A. That's, I think, what I was told. Again, this was
14 handled by other people.
15 Q. Did you participate in any discussions with
16 Sheridan during that timeframe regarding the conditions of
17 his leaving?
18 A. I'm not sure. I did participate, yes.
19 Q. Could you tell us what you did?
20 A. I just remember a conversation in which you, in
21 which there was discussion about, something having to do
22 with how future fees would be divided up. And you said
23 something, I said something, or somebody said something
24 about it being pro rata and based on work done. And you
25 said something about, I'm not doing that again, I had a

[Page 19]

1 partner before and things were not to your liking at that
2 time.
3 Q. Was that a conversation with just you and Sheridan
4 present or was --
5 A. It seems to me other people were present but I
6 don't remember for sure.
7 Q. To your knowledge --
8 A. I'm quite sure it wasn't just you and me.
9 Q. Fair enough.
10 During that timeframe was anything put in writing, to
11 your knowledge, one way or the other, either coming from MHB
12 or coming from Sheridan, discussing the applicability of
13 pro rata versus quantum meruit?
14 A. I don't know of anything.
15 Q. And to your knowledge you didn't author anything at
16 that time?
17 A. Whether I might have written an e-mail to somebody,
18 I don't know. It's possible.
19 Q. Internally perhaps as opposed to externally?
20 A. Right. I'm pretty sure I didn't write you about
21 any of it.
22 Q. I'm going to show you Exhibit 17 that's been
23 marked.
24 And so this is one of those strings that you read
25 backwards, so you read from the back forward.

[Page 20]

1 And the first entry, which is on the second page at the
2 bottom, it's an October 9 entry from you to Sheridan. Take
3 a minute to look at that.
4 A. Uh-huh.
5 Q. As far as I can tell, this is the first, this is
6 your first involvement in the case post-leaving and I wanted
7 to see if you recall anything earlier.
8 A. Involvement meaning?
9 Q. Meaning that -- so the October 9, 2015 e-mail is
10 basically sort of rekindling the discussion about quantum
11 meruit versus -- I mean, it's rekindling the discussion
12 about payment of the state portion of the Tamosaitis fee.
13 A. Uh-huh.
14 Q. I couldn't find anything before this but I wanted
15 to see if you know of anything.
16 A. Not that I remember. I remember that I kind of got
17 into -- I think Jesse was going to be doing something on it
18 and he was otherwise occupied and I jumped in.
19 Q. As you sit here today, you don't recall any
20 communications with Sheridan talking about the state fees
21 before October 9th?
22 A. I don't as we sit here today.
23 Q. Fair enough.
24 Take a look at Exhibit 11, if you would. And so this
25 is, the top e-mail is an October 31st e-mail from Sheridan

[Page 21]

1 to you, and then below that is an e-mail from you to
2 Sheridan dated October 31st.
3 I want to ask you about the first two lines there. It
4 says, I don't know -- this is you writing -- I don't know
5 how I could be clearer. The fee is owed both law firms.
6 There is no contract governing its division. Therefore,
7 equitable principles control. The applicable equitable
8 principle is quantum meruit.
9 My question to you is, would you agree with me that as
10 of October 31st, 2015 it was your belief that there was no
11 contract governing the division of fees between the two law
12 firms?
13 A. No, that's not true.
14 Q. Can you explain why you wrote that?
15 A. Because you were talking quantum meruit. And there
16 had been a string. This is part of the same conversation
17 that's in that other one we looked at, and I said, I looked
18 back what you were talking about.
19 You were talking always about quantum meruit. And so I
20 was talking about quantum meruit. It went back and forth on
21 that.
22 I knew there was a contract. You will see right here it
23 says in this same e-mail.
24 Q. Would you point me to it?
25 A. That is what we agreed to with regard to fees owed

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REPORTER'S CERTIFICATE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, MARLIS J. DeJONGH, CCR, RPR, a Notary Public in
and for the State of Washington, do hereby certify:

That prior to being examined, the witness named in the
foregoing deposition was duly sworn to testify the truth,
the whole truth and nothing but the truth;

That said deposition was taken down by me in
shorthand at the time and place therein named and thereafter
transcribed by means of computer-aided transcription, and
that the foregoing transcript contains a full, true and
verbatim record of the said deposition;

I further certify that I have no interest in the
event of the action.

WITNESS my hand and seal this 28th day of June,
2016.

Notary Public in and for the State
of Washington, residing in Seattle.
My commission expires 01/15/2020.
Lic. No. DE-JO-NM-J498K9

EXHIBIT JJ

DEPOSITION OF MEL CRAWFORD, 6/27/16

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

MacDONALD HOAGUE & BAYLESS, a)
 Washington corporation,)
)
 Plaintiff,)
)
 v.) No. 15-2-03013-2 SEA
)
 THE SHERIDAN LAW FIRM, P.S., a)
 Washington corporation; AND JOHN P.)
 SHERIDAN, JANE DOE SHERIDAN and their)
 marital community,)
)
 Defendants.)
)

DEPOSITION UPON ORAL EXAMINATION OF
MEL CRAWFORD

Monday, June 27, 2016
10:10 a.m.
705 Second Avenue, Suite 1100
Seattle, Washington

Reported by Marlis J. DeJongh, CCR, RPR
Lic. No. DE-JO-NM-J498K9

MARLIS J. DeJONGH & ASSOCIATES
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DEPOSITION OF MEL CRAWFORD, 6/27/16

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1 Q. Let's talk about Exhibit I, the transitional
2 directorship agreement. And there's been testimony that
3 this is a document that was signed in January effectively
4 bringing me into the firm.
5 And for purposes of the record I'm going to say Sheridan
6 because it looks better in print.
7 Were you involved in any way of recruiting Sheridan into
8 MHB?
9 A. Yes.
10 Q. Could you tell us what role you played?
11 A. Yeah, a little background. I see that in 2011 at
12 the firm's annual Tekeiu retreat, T-e-k-e-i-u, I think. At
13 the annual retreat there was discussion of a need to try to
14 bring in additional litigation lawyers. And I reviewed an
15 e-mail from, sometime in the fall of 2011 noting there was,
16 someone was to contact you. And there was an issue whether
17 that was to be Jesse Wing or me and I volunteered to do it.
18 It was one year later, October 2012, before I took any
19 active steps. I don't know what that delay was for or why,
20 but Kay Frank and I took you to lunch and had conversations
21 with you, and I think I had a large role in recruiting you
22 to join the firm.
23 Q. Do you have any recollection of what was discussed
24 at the meeting?
25 A. I think the benefits -- one thing I remember was

[Page 7]

1 trying to sell the benefits of the firm to you, that you
2 would have coverage if you were unavailable, you would have
3 support, that we had all of the resources of other lawyers
4 in the same general practice area you had, somewhat the same
5 general practice area you had, somewhat the same general
6 practice area of employment litigation or litigation
7 generally.
8 I'm sure we described to you something -- I recall
9 describing to you something of the compensation system, how
10 it worked.
11 That's what comes to mind right now.
12 Q. And did you receive an affirmative response to the
13 invitation?
14 A. The invitation for you to join the firm, yes, that
15 I think by November of that year, 2012, you had agreed to do
16 so.
17 Q. Did you have any discussions with the other
18 partners about bringing Sheridan on board?
19 A. I'm sure I did. I was a -- yes, I'm sure I did.
20 Q. What do you remember next in terms of the process
21 of bringing Sheridan on board?
22 A. Well, I remember that there was research done
23 into -- you produced your profit and loss statement. One
24 of the e-mails I reviewed over the weekend, two e-mails from
25 Joe Shaeffer, who at that time I think was the managing

[Page 8]

1 partner, regarding his review of those documents. It looked
2 as if -- he noted your annual income appeared to be
3 \$600,000. That was noted.
4 And there was something about a review trust, but
5 confirm, or something, was the nature of the title of the
6 e-mail.
7 But there was, I think, as we've typically done, or as
8 the firm typically did with new lateral lawyers joining the
9 firm, there was some review of your financials to make
10 certain that you appeared to be a solid lawyer able to be
11 financially productive.
12 I remember those, your documents were obtained and
13 reviewed.
14 Q. To your knowledge, what happened next?
15 A. You joined the firm.
16 Q. Looking now at Exhibit I, did you play any role in
17 the drafting of this document?
18 A. Not in the drafting but I recall this was a process
19 that was gone through.
20 Q. Do you have any recollection of anyone talking to
21 Sheridan about this document, Exhibit I, applying in the
22 event that Sheridan left the firm?
23 A. No.
24 Q. With regard to how long it was anticipated Sheridan
25 would stay, did you hear any conversations from anyone in

[Page 9]

1 that regard?
2 A. Not that I recall, but my own understanding was the
3 intension and hope was you would stay long-term. It's what
4 we were looking for, people who would join the firm as
5 partners and stay with.
6 Q. After Sheridan arrived at the firm, was there any
7 agreement made regarding whether he could bring any of his
8 staff?
9 A. Yeah. I know that -- well, let me think about that
10 for a moment.
11 I know there was such an agreement because staff came.
12 Ashalee came. And I'm trying to remember. My recollection
13 is that Windy was an MHB employee who was then assigned to
14 you. I have some recollection that Windy's hiring was
15 somewhat done -- Windy, I remember her last name might be
16 Walker, a legal assistant.
17 My recollection is her hiring was done before you came
18 to the firm but in anticipation of her being able to work
19 with you.
20 But to return to your question --
21 Q. How about Beth --
22 A. I have a vague recollection that your relationship
23 with your paralegal Ashalee, I think, was of interest in
24 that she tended to work remotely rather than work in the
25 office, some discussion of that. But that's about all I can

DEPOSITION OF MEL CRAWFORD, 6/27/16

[Page 10]

1 draw up from memory.
2 Q. Do you recall Beth Touschner coming over as an
3 associate?
4 A. Oh, yes, of course, absolutely.
5 Q. So after Sheridan arrived did there come a time
6 that you learned that Sheridan had some concerns about MHB?
7 A. Yeah, very much so.
8 Q. Tell us what happened.
9 A. I know that you joined the firm January 1 of 2013,
10 and by July, I think, we learned through an e-mail that you
11 sent a longish e-mail you sent to Joe Shaeffer. So two
12 events that you were questioning whether you should continue
13 to stay with the firm. It was six months into it. There
14 had been a couple of events that triggered that.
15 Q. I would like to direct your attention to Exhibit 15
16 and tell me if you recognize that e-mail.
17 A. I did not see this exact e-mail. I simply saw the
18 forwarded copy that Mr. Shaeffer forwarded sometime later.
19 Q. As a result of this e-mail, did any action take
20 place as to possibly changing things?
21 A. Well, I -- yes.
22 Q. What happened?
23 A. What I recall most distinctly is I went to speak
24 with you, and I have to think, I'm not certain whether I
25 did that alone or with someone else, to try to dissuade you

[Page 11]

1 from doing so, and to strongly try to dissuade you from
2 doing so.
3 Of changes that were made to try to give you some
4 encouragement to want to stay, nothing comes to mind right
5 now of changes. I just remember speaking with you and
6 hoping that you would take a long-range view, kind of get
7 through the first bumps. I probably agreed with some of the
8 points you made.
9 My own view of the litigation meetings that you
10 discussed was that they could be unnecessarily critical
11 perhaps of when people presented cases for review, which I
12 remember was one of the things that happened.
13 The other thing was -- I'm sure because of your interest
14 to try cases, I'm sure there was some discussion of trying
15 to get you involved in trying cases.
16 Q. Anything else you recall?
17 A. Of what we did to change things as a result of
18 this, other than I would -- and I choose my words carefully,
19 other than beseeching you to stay, no, I cannot think of
20 anything we did as a change.
21 Q. Take a look at Exhibit 16. That's the one with the
22 bigger font there. Do you recall this document as being a
23 proposal from Sheridan?
24 A. I'm not sure that I do. I'm also not sure that I
25 don't. The content feels familiar, but I don't -- I don't

[Page 12]

1 have a great recollection of having seen this document
2 before.
3 Q. Fair enough.
4 Now let's move ahead to the summer of 2014. Did there
5 come a time that you learned that Sheridan would be
6 leaving?
7 A. Yes.
8 Q. And tell us what you recall about that.
9 A. Not much more than that. I recall learning
10 that you would be leaving, whether that was via e-mail or --
11 probably not. It was probably through some oral
12 communication in the firm.
13 But over the weekend I reviewed e-mail, a couple e-mails
14 from that time, from June of 2014, and those were familiar,
15 very familiar.
16 Q. Did you become aware of a discussion between Joe
17 Shaeffer and Jack Sheridan as to whether or not quantum
18 meruit versus pro rata would be applied to future contingent
19 fee cases when Sheridan left?
20 A. I do.
21 Q. Tell us what you recall about that.
22 A. I remember that there seemed to be some discussion
23 about how on leaving the firm you would be compensated for
24 time spent while at the firm.
25 **MS. DOYLE:** Before you put another question on the

[Page 13]

1 record, Jack, I would like to state for the record that
2 while I don't represent Mr. Crawford in this deposition
3 I do represent the interest of MacDonald Hoague and
4 Bayless, and during some of the time that we're
5 discussing here, Mr. Crawford was a director and partner
6 of MacDonald Hoague and Bayless. And I would like, for
7 the record, to preserve our objection to the disclosure
8 of any attorney-client communications or any attorney
9 work product, the mental impressions of the partners as
10 they were communicating with one another concerning some
11 of the issues.
12 **MR. SHERIDAN:** You can make that a standing
13 objection.
14 **MS. DOYLE:** That will be a standing objection.
15 **THE WITNESS:** I want to be careful too. I've never
16 met or encountered any attorney acting on behalf of
17 MacDonald Hoague and Bayless. I'm not privy to any
18 attorney-client communications.
19 **MS. DOYLE:** It is our position that the attorneys
20 who are also directors of MacDonald Hoague and Bayless
21 were representing the firm at the time and were acting
22 on behalf of the firm's behalf.
23 Q. (By Mr. Sheridan) Let me ask you this. Did you
24 ever feel that in conversations with the directors before
25 outside counsel got involved that you were being represented

DEPOSITION OF MEL CRAWFORD, 6/27/16

[Page 18]

1 I recall that after that you sent an e-mail to the firm
2 describing what had happened and asking if the firm would
3 just trust in the future, you would represent its interest
4 in recovering fees, it didn't need to send its own person.
5 I also remember in that context there was some element
6 of distrust, I think, which, to me, I did not understand,
7 but I recall some element of distrust that you wouldn't
8 adequately protect MHB's fee interests.
9 Q. Anything else about Boyer?
10 A. No, not that I can remember right now.
11 Q. If you will look at Exhibit 5. That's the Chaussee
12 final accounting. And do you have any recollection about
13 any discussions among MHB partners as to how much to seek in
14 fees and what formula to use?
15 A. Yes, I do.
16 Q. Please explain.
17 A. There was a discussion of whether to accept as fee
18 or seek as fees the hourly value of the time, which I
19 recall, I thought it was 160,000. I may have that confused
20 with another one. Maybe that was Boyer.
21 But there was a discussion of whether to seek fees based
22 on the hours worked or based on some -- I guess that would
23 be pro rata measure where if MHB's time versus your time was
24 one third of the total time, then MHB, under that scenario,
25 would be entitled or would seek one third of the fee as

[Page 19]

1 opposed to accepting the hourly fee, which might have been
2 more, might have been less.
3 Q. Do you recall who the proponent of that position
4 was?
5 A. I believe it was Katie Chamberlain.
6 Q. Can you tell us whether or not there was any
7 discussion at that time as to the applicability of the TDA,
8 Exhibit 1, to that argument?
9 A. There was not, that I recall.
10 Q. Do you recall, what was the rationale for a
11 one-third, two-third split in your example?
12 A. Well, the rationale was just that, that would be
13 another way of looking at it.
14 Q. Without any reference -- is it fair to say there
15 was no reference to any contract?
16 A. I believe that's correct.
17 Q. And how did that issue resolve itself?
18 A. I recall that people expressed their opinions one
19 way or the other. I have seen an e-mail from Mr. Ford, and
20 I recall seeing it, responding to a management -- by that
21 time I was back on the management committee.
22 There was an e-mail saying that the management committee
23 would make a recommendation and bring this to a vote by the
24 partners.
25 Mr. Ford responded he would be gone on that day, he

[Page 20]

1 would be in Olympia, I believe, but that his proxy would be
2 that we should accept just the hours and not seek the
3 greater fee. And I remember I joined in and said I agreed,
4 also by e-mail.
5 But the odd thing is I don't remember, at this point I
6 cannot remember a vote, if there was ever a vote. The
7 e-mails that I looked at, I remember that. I remember the
8 discussion. Somehow I have a recollection that Amy Royalty,
9 then an MHB partner, was involved, actually involved in
10 inquiring about what the difference would be financially.
11 And I do remember that.
12 I remember not just from having reviewed the e-mail,
13 having an independent recollection of Amy being interested
14 in what more it might be worth if we went this other route.
15 That's what I recall.
16 Q. Is it fair to say that all those discussions
17 happened before this final accounting was issued that's
18 Exhibit 5?
19 A. Just a moment. I certainly think so but wait a
20 minute.
21 Yeah, I think so. I'm pretty certain these were in
22 April, these discussions. And I say that based on having
23 reviewed the e-mails.
24 There's something else with Chaussee, which was that the
25 Court awarded -- the Court did not award a chunk of money.

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1 And my recollection is -- I thought it was something like
2 15,000.
3 Q. Yes, if you look at Exhibit 5, the line above.
4 A. I remember that, and I remember the reason. I
5 found it was, you had had a string of cases, or a few cases,
6 in which you had raised an issue, a legal challenge
7 regarding jury instructions, perhaps on emotional distress
8 damages, something to that effect. I recall for shorthand
9 the Lodis issue, L-o-d-i-s, and the judge did not award time
10 to MHB spent on that Lodis issue. But I also recall that
11 Ms. Chamberlain urged an initial final accounting to the
12 client that would have asked the client to pay that full fee
13 without the deduction for the money the Court did not award.
14 And I recall --
15 Q. What happened next?
16 A. -- that didn't happen.
17 And I recall that you spoke against it or urged, not
18 spoke, but urged against it, that that wouldn't be a
19 particularly wise course.
20 Q. You mean in an e-mail?
21 A. Yes. And I also have an independent recollection
22 apart from the e-mail. But in the e-mail you raised the RCW
23 that governs fees, and I believe that the Court having
24 determined what a reasonable fee was, it might not be
25 correct to ask the client to pay more than that reasonable

DEPOSITION OF MEL CRAWFORD, 6/27/16

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1 fee.

2 Q. And, to your knowledge, did the partners come to a
3 consensus in that regard, and, if so, what was it?

4 A. I don't. Again, it's odd. I remember Mr. Ford
5 expressing his view, in which I was in agreement with. I do
6 not remember, even though the e-mails refer to a vote, I do
7 not remember the vote. I don't know if it did or did not
8 happen.

9 Q. Fair enough. Anything else you remember about
10 Chaussee?

11 A. No.

12 Q. Now if you would, take a look at Exhibit 6. And
13 that is the Tamosaitis -- I'm going to skip you to
14 7 because it contains the e-mail. And this purports to be
15 an e-mail dated September 16, 2015 from Andrew Chan to
16 Sheridan attaching the proposed final accounting in
17 Tamosaitis.

18 Q. Do you recall any discussions among the partners
19 regarding how to properly bill this settlement?

20 A. Yes.

21 Q. Tell us what you recall.

22 A. I recall that there was an issue regarding the two
23 separate claims Mr. Tamosaitis had, one being state and one
24 being federal, and members of the firm, particularly
25 Mr. Shaeffer, believing that the firm should be compensated

[Page 23]

1 for time on both the state and the federal matters and that
2 that was in conflict ultimately with your view that only the
3 federal case had been successful and therefore on a fee
4 petition, fees could only be awarded for the federal case
5 and not the state case, and that therefore you did not
6 believe the firm should recover fees for its work on the
7 state case.

8 And that came after you reviewed the ledger showing what
9 the MHB work on that state case had been to see if any of it
10 had been of value to the federal case, such as depositions,
11 or anything of that type.

12 I remember there was some displeasure at your view that
13 the firm would only recover money on the federal claim as
14 opposed to the state claim.

15 Q. Who expressed that displeasure, if you recall?

16 A. As I mentioned, Mr. Shaeffer. Mr. Shaeffer
17 certainly. I think Mr. Whedbee.

18 I won't say that. I'm not positive. My recollection is
19 that most of the partners felt that it was wrong. I don't
20 know how much -- most of the partners wanted more money and
21 therefore were in favor of the view that it should, the
22 firm should recover money on both the federal and state
23 claims.

24 I've seen over the weekend some e-mail, an e-mail I
25 wrote expressing my view, which was that I agreed that the

[Page 24]

1 measure would be what would be awarded on the fee petition
2 would be the measure. And if the work hadn't benefited the
3 federal case, it wouldn't be -- I saw that I had an e-mail
4 which I endorsed the idea that a fee petition would be the
5 accurate measure of what moneys the firm could actually
6 recover.

7 MS. DOYLE: Counsel, and pardon me. For the
8 record, again, I would like to clarify that now we're
9 getting into the time period where the firm is
10 anticipating litigation on this issue, and so I would
11 like to raise the objection on behalf of the firm,
12 disclosure of any attorney work product or
13 attorney-client communications with regard to internal
14 communications.

15 MR. SHERIDAN: I understand.

16 Q. Was there any movement towards filing a lawsuit at
17 this point by MHB?

18 A. Not that I recall. There was a lot of anger
19 though, I think.

20 Q. And was there any discussion made pertaining to the
21 connection between the approach taken by MHB on the Chaussee
22 fees that were not paid according to the Court and the state
23 fees in Tamosaitis?

24 A. Would you ask that again?

25 Q. In your discussions, was there any link made to the

[Page 25]

1 analysis that MHB followed regarding the 16,000 in Chaussee
2 that was not paid because the Court didn't award it and the
3 fact that the state claim was based on things that perhaps
4 did not contribute to the federal result?

5 A. There was some, at least, e-mail discussion of
6 Chaussee having -- the choice was made with respect to the
7 money the firm sought in Chaussee, that that, that the same
8 question had been presented and resolved, something to that
9 effect.

10 Let me think about that.

11 There was some discussion, at least by e-mail, that the
12 course of action the firm took in Chaussee, I wouldn't say
13 foreclosed, but would contradict taking a different position
14 at this point with respect to Tamosaitis.

15 Q. Do you remember who pointed that out?

16 A. I think it was Mr. Shaeffer.

17 Q. So if you look at the timeline here, let me show me
18 you -- look at Exhibit 7 first which is the draft final
19 accounting. And then if you look at Exhibit 10 you can see
20 the Tamosaitis check is dated September 18, 2015. Do you
21 see that?

22 A. Go ahead.

23 Q. So then I'm going to draw your attention, if I
24 can, to Exhibit 12 and ask you to spend a moment looking at
25 that.

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1 But before I have you look at Exhibit 12, I want to ask
 2 you another question. In the discussions that you've been
 3 telling us about regarding anger and disagreement over the
 4 nonpayment of the state portion of Tamosaitis, were you
 5 present for any discussions in which there was an argument
 6 made that the TDA, the contract that is Exhibit 1, would
 7 somehow govern the payment of fees in Tamosaitis?
 8 A. No.
 9 Q. Did that discussion ever happen in your presence?
 10 A. No.
 11 Q. And when did you leave?
 12 A. September 22nd or 21st, 2015.
 13 Q. Of 2015?
 14 A. Correct.
 15 Q. Now looking at Exhibit 12, take a moment, if you
 16 would -- sorry, what was the date you left?
 17 A. September 21 or 22, I think 22nd of 2015.
 18 Q. So start at the very back, if you would, and take a
 19 look. It sounds like you were gone for some of this e-mail.
 20 A. Well, let's see. Right, by the 17th, I mean, the
 21 last -- just a moment.
 22 Yeah, given I left on the 21st or 22nd.
 23 Q. The top e-mail on the front is the 24th, but the
 24 ones before, you may have been there for that.
 25 Were you in the office during those last weeks?

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1 A. I was in the office but not a lot because I was
 2 tending to personal matters on the other side of the state.
 3 But I was on e-mail when I wasn't in the office. I was in
 4 and out of the office.
 5 Q. Take a look at those e-mails starting from back
 6 looking forward and see if you received any of them or if
 7 you recognize any of them.
 8 A. (Witness reviewing document.)
 9 I don't know that I did. I don't recall that I did.
 10 And the other thing is that by this point, because I
 11 knew I was leaving the firm, I didn't attend the last
 12 meeting, or whether there was one meeting, I don't recall,
 13 but I stopped attending the management meeting. And it also
 14 may have been because of my absence from the city.
 15 No. Long answer, no, I don't remember seeing these very
 16 e-mails but I remember the issues, the general issues
 17 described.
 18 Q. Are there any other facts we haven't talked about
 19 yet that you recall that would be relevant?
 20 A. That's too broad of a question for me to answer.
 21 Q. Do you have any recollection of any other e-mails
 22 that caught your attention that we haven't discussed yet
 23 that you now recall?
 24 A. Well, after I left the firm in October you
 25 forwarded, you sent an e-mail to me, and I believe to Jesse

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1 Wing, I think, and Andrew Chan, which was forwarding an
 2 e-mail colloquy between you and Mr. Ford.
 3 Q. What, if anything, did you do once you received
 4 that?
 5 A. I read it.
 6 Q. And how did you react to it?
 7 A. I don't know that my reaction to it is particularly
 8 relevant to --
 9 Q. Fair enough.
 10 A. I don't think I took any -- I don't recall.
 11 Q. You were no longer a partner?
 12 A. I was no longer a partner.
 13 Q. No longer a member of the firm?
 14 A. Correct. There was nothing I could do. I couldn't
 15 act on it in any way. I had my feelings but I couldn't act
 16 on it.
 17 Q. I think I've covered everything. I'll ask that you
 18 produce those e-mails, unless you can think of anything else
 19 that you reviewed that might be relevant.
 20 A. The question is too broad for me. I've described
 21 to you what I've looked at, I think.
 22 Q. Yeah, you've already told us what you looked at.
 23 **MR. SHERIDAN:** I have no further questions then.
 24 **MS. DOYLE:** Mr. Crawford, do you mind if I ask you
 25 a couple questions?

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1 **THE WITNESS:** Of course not.
 2 **MS. DOYLE:** Jack, do you mind?
 3 **MR. SHERIDAN:** No, of course not.
 4
 5 EXAMINATION
 6 BY MS. DOYLE:
 7 Q. First of all, we're just talking about some
 8 documents that Mr. Sheridan has asked you to provide. I
 9 would ask, and I'm sure Mr. Sheridan and I will discuss this
 10 at a later time, but I would like to ask on the record that
 11 to the extent any of those documents or communications
 12 involve the timeframe when you were a director of MHB that
 13 we be given the opportunity to review them before they are
 14 produced to Mr. Sheridan to ensure that we're able to
 15 protect the confidentiality and any materials that might be
 16 subject to the work product doctrine. Would that be
 17 acceptable to you?
 18 **MR. SHERIDAN:** I would object to that.
 19 A. If you're looking for my agreement to that
 20 proposal, I'm not giving you that agreement. I don't know
 21 what the law is. I would want to research it and see.
 22 **MS. DOYLE:** Then I would like on the record to ask
 23 Mr. Sheridan formally to serve a subpoena on you in
 24 order to obtain those documents and follow the civil
 25 rules with respect to those materials.

DEPOSITION OF MEL CRAWFORD, 6/27/16

[Page 34]

1 about joining MHB that were outside of the presence of any
2 other MHB directors?

3 A. Oh, probably.

4 Q. Do you recall each of those communications? Can
5 you tell me what you recall about those communications?

6 A. The only one I can put my finger on would be
7 discussing the compensation system and what to expect and
8 probably trying to urge him to join us despite the fact that
9 our incomes were modest compared to the type of income he
10 had and trying to urge him that we had the ability to
11 become stronger as a firm and more financially successful,
12 and if he sort of would gut it out with us, it would be
13 worthwhile.

14 And I do remember having a conversation with him about
15 the compensation system, because it's rather complicated,
16 how it works, the internal workings of it, trying to explain
17 what he could expect.

18 Q. Did you have any other discussions with him about
19 the possibility of him joining MHB?

20 A. Yeah, but I can't place them in time. They would
21 have happened before he came. And we wanted him to join. I
22 don't remember the specifics, but, yeah.

23 Q. Other than Mr. Sheridan and other MHB directors at
24 that time, did you talk to anyone else about Mr. Sheridan
25 potentially joining MHB?

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1 again for signature by the new and remaining directors.

2 Q. When did you first learn that Mr. Sheridan would be
3 leaving MacDonald Hoague and Bayless?

4 A. Well, apart from the false-start leave in 2013,
5 which we managed to avoid, I guess it was in, I think,
6 July -- just a moment.

7 No, not July. June of 2014, I believe. Just a moment.

8 Yeah, I think June of 2014.

9 Q. What was your reaction to that announcement when
10 you learned of it?

11 A. I'm sure I was disappointed. I felt he had a lot
12 to bring to the firm.

13 Q. Did you have any communications with Mr. Sheridan
14 about his departure from the firm to which other MHB
15 directors were not privy?

16 Let me clarify what I mean by the phrase not privy. If
17 it was an e-mail, it would be an e-mail on which they were
18 not copied and personal discussions where they were not
19 present.

20 A. Well, e-mail, yeah, I did.

21 Q. Would you mind providing copies of those e-mails to
22 me after this deposition?

23 A. Not at all. Sure.

24 Q. Thank you.

25 Have you ever discussed with Mr. Sheridan the terms of

[Page 35]

1 A. Surely my wife. But I don't think so.

2 Q. Do you recall what you might have told your wife
3 about it?

4 A. Well, she's the manager of the firm. I probably
5 would have told her, I don't know, that he's a fine lawyer.
6 She was involved in all the discussions too.

7 For example, if there were discussions to bring on a new
8 litigation director, she would have been involved in most of
9 those, many of them.

10 I'm trying to answer your question very accurately. For
11 example, I don't remember speaking with staff members about
12 it. I do remember speaking with directors about it.

13 Q. You might have answered a previous question, but
14 just to clarify, did you personally have any role in
15 drafting the agreement that is Exhibit No. 1?

16 A. Is that the transitional directorship agreement? I
17 didn't draft it but I saw it.

18 Q. Did you have any role in drafting what is called
19 the buy-sell agreement, which I believe is Exhibit No. 2?

20 A. Well, yeah, because it's an evolving document. I
21 wasn't involved in its original drafting, that preceded me.
22 But there were changes, at least one change that I recall to
23 it, which was to add a provision for disability. And then
24 of course every time a new director arrived or an existing
25 director left, it changed in the sense that it circulated

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1 this transitional directorship agreement after he resigned
2 as director?

3 A. I was aware, became aware that the firm was
4 asserting it as a basis for some portion of this lawsuit,
5 and I'm sure I expressed my thoughts to Mr. Sheridan on
6 that.

7 Q. Was this before or after you left your directorship
8 position?

9 A. After.

10 Q. Could you please tell me more about those
11 discussions, what was discussed.

12 A. I told him what I thought about whether this
13 document had anything to do with future income. And my view
14 was that it didn't and couldn't have done so because it only
15 addressed the cases he was bringing to the firm and how the
16 income from those would be distributed and would be the
17 conversations about that when he joined the firm, how would
18 that work, what happens with the cases he brings, how do we
19 be fair: if he brought a case and brought the fee arrived
20 afterwards, the money that he earned before coming would be
21 his, the money afterwards would be MHB's.

22 And for a while that's how it progressed. And if a case
23 would resolve before Jack came to the firm, a lot of money
24 would go to Jack and a little would go to the firm. And
25 over time that began to change because it didn't work that

[Page 38]

1 way.

2 But, yeah, that's what I had to say about that, that I

3 didn't think that conceivably applied to money he received

4 after he left the firm.

5 Q. Earlier today you expressed your opinion that at

6 some point you conveyed to Mr. Sheridan that you concluded

7 that his view that MHB's entitlement would be limited to

8 only what a court might award on a fee petition in a case

9 where allocation of contingent fees might be an issue.

10 A. The Tamosaitis case?

11 Q. One of the cases.

12 A. And also Chaussee, it was an issue, correct, yeah.

13 Q. And what is the basis of that opinion?

14 A. You mean the legal basis for my opinion?

15 Q. Correct. Did you perform any legal research to

16 arrive at that opinion?

17 A. No, I didn't perform any research but I think it

18 would be based on my experience as a lawyer for whatever,

19 1923 years I've been doing it, that it seemed to me with

20 Tamosaitis, if you had a successful federal court claim and

21 an unsuccessful state court claim and you went into federal

22 court on a fee petition -- successful federal court claim

23 and unsuccessful state court claim, as one often brings

24 parallel claims, or not often, but as happens. I think the

25 reason Jack had two claims was the discovery in the state

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1 court action could benefit him in the federal action. If

2 you went into federal court on a fee petition saying, Judge,

3 I would like to be awarded my fees, here's my failed state

4 court action, here's my successful federal action, it seems

5 as a matter of common sense, just limited experience I have

6 with a half dozen fee petitions, the Court is not going to

7 award money on a failed claim unless, unless, other work on

8 that particular claim benefited the other portion of the

9 case.

10 And that's where the rub began, right? I mean, my

11 recollection, MHB wanted to be paid for state and the

12 federal time.

13 Q. And when did you first formulate that opinion that

14 you arrived at?

15 A. You can tell by the e-mails. It came up,

16 especially in e-mail, communications are done quickly. And

17 when it first began to circulate through e-mail or in a

18 discussion in management committee, I don't remember which,

19 I would have expressed it. I don't think there was a lag

20 particularly.

21 Q. Were you a director of MacDonald Hoague and Bayless

22 at the time?

23 A. I was until the day I left.

24 Q. So were you a director of MacDonald Hoague and

25 Bayless at the time that you came to formulate that

[Page 40]

1 particular opinion?

2 A. I guess, of course. I was a director and my

3 opinion existed at that time, yeah.

4 Q. Have you any experience with cases involving the

5 allocation of an attorneys' fees between two law firms who

6 claim entitlement to a fee?

7 A. Yes.

8 Q. Can you please tell me what that experience is.

9 A. Of late, it's my own experience with MacDonald

10 Hoague and Bayless and how we divide fees. And I've

11 collaborated during my practice with other lawyers. A few

12 occasions with a maritime lawyer. Maybe three occasions

13 with -- I did a bad faith insurance case in collaboration

14 with a personal injury lawyer at some point. We had

15 discussions about how to allocate the fees, yeah.

16 Q. And in any of those cases was there a dispute

17 regarding the allocation of the fees?

18 A. Close in one of them because I agreed to a deal

19 that wasn't particularly good with another lawyer, wasn't

20 good for me or for MHB.

21 We took over the case, did the lion's share of the work

22 in federal court. I think I thought he would be of some --

23 he would be working on the case, and he wasn't, and he still

24 asserted his right to the fee based on the agreement. And

25 asked him if he wouldn't reconsider that given the fact that

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1 our firm had done the lion's share of the work, we would

2 find a different way to allocate the money. And he said no.

3 And it seemed like an agreement was an agreement and that

4 was that.

5 So that's my extent of disputes on that.

6 Q. So there was an agreement in that case?

7 A. I don't remember what the details were. It had

8 something to do -- I almost think it had something to do

9 with the contact credit, which was an internal MHB mechanism

10 to award credit for someone who brought in a case. And

11 there was some agreement, because I think some years ago,

12 because this guy brought the case to me, maybe we'd work

13 something out, where 20 percent of the fee would go to him

14 in addition to something else. I don't remember all the

15 details. It got messy. It turned out he ended up with a

16 lot more money out of the deal.

17 Q. Other than those situations, do you have any other

18 experience with disputes concerning the allocation of

19 attorneys' fees?

20 A. I don't hold myself out as an expert on it. Not

21 that I can think of. Probably in all these years, but I

22 don't remember.

23 **MS. DOYLE:** Thank you.

24 **MR. SHERIDAN:** I just have two followups.

25

1 FURTHER EXAMINATION
 2 BY MR. SHERIDAN:
 3 Q. Take a look at Exhibit 2, if you would, the
 4 buy/sell. And since you may have been there longer than
 5 most, can you tell us, look at Paragraph 5 of the buy-sell,
 6 and it purports to cut off the right to obtain fees if a
 7 partner leaves the partnership.
 8 Do you have any knowledge as to what brought about the
 9 inclusion of Paragraph 5 into the buy/sell agreement?
 10 A. I do.
 11 Q. Can you tell us what that is?
 12 A. My understanding is that the agreement used to be
 13 different at MHB, and that when a director left they would
 14 continue to receive compensation from cases they had worked
 15 on as money continued to come into the firm, but that that
 16 became a source of contention and a bit -- I think it just
 17 kept relationships going longer than they -- I think it
 18 became contentious, and I remember hearing that a
 19 particular, with respect to one person who left the firm,
 20 Bob Randolph, was given as the example.
 21 He had left the firm before I came, but he was the
 22 example of someone who had left, and after he left the firm,
 23 pretty certain it was him, continued to receive money, and
 24 that the reason for this clause was to bring finality and
 25 clarity. You paid money to enter, you paid whatever it was.

1 A. Yes.
 2 Q. And has MHB sought a pro rata share of that case?
 3 A. Again, I'm not sure about the terms but..
 4 Q. Meaning, as opposed to billing the amount of hours
 5 worked by their hourly rate as opposed to a percentage of
 6 whatever you get.
 7 A. I've had one contingent case resolved, personal
 8 injury case, and I paid MHB -- when the case resolved after
 9 I left the firm I wrote a check to MHB for my hours worked
 10 on the case. I first wrote to the management committee, or
 11 at least to the -- no, I wrote to the managing partner, to
 12 Andrew Chan, and said, I resolved this case, my time at MHB
 13 was equal to whatever it was, 5, \$6,000, I don't remember,
 14 and got an e-mail back saying, okay. And I wrote a check to
 15 the firm for that amount.
 16 So that was not pro rata the way that you guys, the way
 17 that you're using that term or defining it.
 18 Q. Did anyone argue to you that they should receive a
 19 larger percentage based on relative participation by your
 20 firm and MHB?
 21 A. No.
 22 Q. Again, since you've been there so long, do you know
 23 of any example where MHB has sought to collect a pro rata
 24 share of a departing partner's cases for cases in which they
 25 have taken with them when they left?

1 Once it was \$10,000. By this point, \$35,000 to enter. And
 2 when you left, you received that money back, and that one
 3 didn't continue to receive any other money.
 4 And that that clause, to answer your question, had been
 5 put in because there had been situations where people had
 6 left the firm and continued to get money for a long time
 7 after, and it became a source of displeasure, I guess.
 8 Q. When you left the firm, did that provision apply to
 9 you?
 10 A. Correct.
 11 Q. So as you sit here today, any cases that you left
 12 behind you, is it fair to say you would have no interest in
 13 at MHB?
 14 A. Wait a minute.
 15 Well, I didn't leave any cases behind.
 16 Well, that's not correct. Of course that applies. I
 17 worked on a case the firm just resolved involving a very
 18 serious personal injury case. I worked on that case. My
 19 time would have been of value.
 20 I imagine the client was actually billed for my time but
 21 I didn't receive anything from that. I don't receive any
 22 compensation after I left the firm.
 23 Q. Do you have any personal experience where you've
 24 dealt with MHB regarding a contingent fee case since you
 25 left the firm in which MHB has an interest?

1 **MS. DOYLE:** Objection, assumes facts not in
 2 evidence.
 3 I also would like to restate for the record my
 4 prior objection, standing objection concerning privilege
 5 and work product.
 6 A. I don't.
 7 **MR. SHERIDAN:** No further questions. Thank you.
 8
 9 FURTHER EXAMINATION
 10 BY MS. DOYLE:
 11 Q. Before we close the record, I would like to
 12 clarify, do you know of any such cases occurring, ever, with
 13 respect to the last question asked by Mr. Sheridan?
 14 A. Cases? No, because most litigation directors have
 15 retired. Bob Marler left but I think his practice was an
 16 hourly practice. Let me think a moment though.
 17 No, this is the first time.
 18 **MS. DOYLE:** Thank you.
 19 **MR. SHERIDAN:** Thanks.
 20 (The deposition adjourned at 11:15 a.m.)
 21 (Signature reserved.)
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REPORTER'S CERTIFICATE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, MARLIS J. DeJONGH, CCR, RPR, a Notary Public in
and for the State of Washington, do hereby certify:

That prior to being examined, the witness named in the
foregoing deposition was duly sworn to testify the truth,
the whole truth and nothing but the truth;

That said deposition was taken down by me in
shorthand at the time and place therein named and thereafter
transcribed by means of computer-aided transcription, and
that the foregoing transcript contains a full, true and
verbatim record of the said deposition;

I further certify that I have no interest in the
event of the action.

WITNESS my hand and seal this 27th day of June,
2016.

Notary Public in and for the State
of Washington, residing in Seattle.
My commission expires 01/15/2020.
Lic. No. DE-JO-NM-J498K9