

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

MacDONALD HOAGUE & BAYLESS, a  
Washington corporation,

Plaintiff,

v.

THE SHERIDAN LAW FIRM, P.S., a  
Washington corporation; and JOHN P.  
SHERIDAN, JANE DOE SHERIDAN, and their  
marital community,

Defendants.

No. 16-2-04055-1 SEA

**DECLARATION OF JOHN P.  
SHERIDAN IN OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
PREJUDGMENT WRIT OF  
ATTACHMENT AND IN SUPPORT  
OF DEFENDANTS' MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

John P. Sheridan, being first duly sworn upon oath, states as follows:

1. I am the owner of The Sheridan Law Firm, P.S. ("SLF") and have personal knowledge of and am competent to testify to the matters stated herein.

2. I am an attorney licensed to practice in Washington. My practice consists of primarily representing clients who are victims of workplace discrimination and whistleblowers on a mixed contingent fee basis. As of 2012, my clients included, among others, Grant Boyer (who I represented in a case involving a failure to accommodate a disability), Stephen Chaussee (who I represented in a whistleblower case) and Walter Tamosaitis pursuant to contingent fee agreements. The fee agreements with each are attached as Exhibits A-C, respectively.

3. Mr. Tamosaitis was a Hanford whistleblower who had retaliation claims against

1 his employer, URS, under the Energy Reorganization Act, which first had to be filed with the  
2 Department of Labor (“DOL”). No discovery is permitted during the investigative phase of that  
3 proceeding, but if the DOL took no action after a year, Tamosaitis could sue in federal court.  
4 He also had claims against Bechtel National, Inc. (“BNI”) (the prime contractor), for tortious  
5 interference and civil conspiracy related to URS’ retaliatory actions.

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7 4. I submitted an administrative claim on behalf of Mr. Tamosaitis against URS to  
8 the DOL in 2010, and also sued BNI and URS in Benton County Superior Court for civil  
9 conspiracy and tortious interference. This allowed me not only to pursue a recovery from BNI,  
10 but also to conduct discovery relevant to the claims against *both* BNI and URS while the  
11 administrative claim languished before the DOL. A year after filing the DOL claims, I  
12 nonsuited URS and dropped the civil conspiracy claim from the Benton County case. I then  
13 filed whistleblower retaliation claims under the Energy Reorganization Act (which provides for  
14 attorney fees) on behalf of Mr. Tamosaitis, and against URS, in the United States District  
15 Court, Eastern District of Washington. As of January 1, 2013, Mr. Tamosaitis’ remaining claim  
16 in Benton County (tortious interference against BNI) had been dismissed on summary  
17 judgment, and I had appealed that ruling to Division III of the Washington Court of Appeals.  
18 The federal claims against URS had also been dismissed, and I had appealed that ruling and  
19 others to the Ninth Circuit Court of Appeals.

20 5. In 2012 Mel Crawford and Kay Frank, partners at MacDonald, Hoague and  
21 Bayless (“MHB”), recruited me to join the firm. I was attracted to MHB because they were  
22 well known in my community as being smart civil rights lawyers. My impression was that  
23 MHB had done some big cases in the past, and that if I joined I would have the opportunity to  
24 do big cases representing clients in personal injury, medical malpractice, and police  
25 misconduct. Also, I was told that I would be able to focus on my practice, instead of  
26 administrative issues that take up so much time like billing, the trust account, bookkeeping, and  
personnel matters. In my discussions with them, I informed them that I had a number of active

1 cases to bring into the firm, and that I would want to be compensated separately for the time  
2 and money that I had invested in those cases prior to joining the firm, pro rata based on the  
3 value of time each firm put into the cases. In multiple meetings, it was agreed that my entire  
4 staff would come with me to MHB and be assigned to work for me as they had at SLF:  
5 Attorney Beth Touschner, Paralegal Ashalee May, and Legal Assistant Windy Walker.

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7 6. I joined MHB as a shareholder effective January 1, 2013, by virtue of signing  
8 two documents. The first was a Buy-Sell Agreement to be signed by all shareholders as of the  
9 date I joined the firm, a copy of which is attached as Exhibit D. I signed the Buy-Sell  
10 Agreement as drafted by MHB, making no changes to it.

11 7. To address the details of my coming to the firm, MHB prepared the Transitional  
12 Directorship Agreement (“TDA”). I signed the document as drafted by MHB, as I recall,  
13 making no changes to it. A copy is attached as Exhibit E. Mr. Shaeffer and I had several  
14 discussions about my coming into the firm before I signed the TDA. Also, I think I spoke with  
15 Office Manager Michelle Grant about some of the details. All of the details in the TDA  
16 appeared to pertain to my coming to MHB, and that was my understanding of its purpose as  
17 had been expressed to me by MHB personnel. None of the discussions appeared to me to  
18 pertain to me ever leaving the firm. The TDA’s nine paragraphs reflect the outcome of those  
19 discussions—all pertaining to my coming to the firm.

20 8. At no time during those discussions, or in discussions with any other directors at  
21 MHB, did the topic of my departure from the firm ever come up. Nor did any of them express  
22 to me that should I leave the firm and clients elected to discharge MHB and retain me, MHB  
23 would expect to receive a pro rata share of any fees I generated for recoveries on behalf of  
24 those clients. Nor did MHB insist that I agree to such an allocation as a condition of joining  
25 MHB. To the extent “pro rata” was discussed in preliminary negotiations at the formation of  
26 the TDA regarding the split of fees during my tenure at MHB, no one stated or implied that  
“pro rata” apply to fees I generated on cases should I leave the firm and clients elected to

1 discharge MHB and retain me.

2 9. I was also told in discussions with MHB Directors prior to signing the TDA that  
3 the purpose of the TDA was to allocate fees generated by the firm on the cases I brought with  
4 me, because the allocations would affect my future bonuses (profit sharing). Even in this  
5 context, no one stated or implied that it would apply to fees generated after I left the firm for  
6 recoveries on behalf of clients who elected to discharge MHB and retain me.

7 10. Finally, all discussions regarding the terms of the TDA were premised on the  
8 assumption that I would stay at the firm forever. That was the hope and expectation of both  
9 myself and MHB, as expressed in our discussions at the time. At no time in our discussions did  
10 anyone bring up, much less discuss, the topic of me ever leaving the firm. I do not recall  
11 participating in the actual drafting of the TDA.

12 11. MHB staff drafted letters for me to sign announcing to my SLF clients that I had  
13 joined MHB and that they would now become clients of MHB, but that I would continue as  
14 their attorney. The same letter went to all clients including Boyer, Chaussee and Tamosaitis,  
15 advising them of my new relationship with MHB, and asked them to acknowledge that MHB  
16 would be their new attorneys under the same terms as with SLF. Representative copies of the  
17 correspondence sent to Tamosaitis and Chaussee are attached as Exhibits F and G. MHB staff  
18 were in charge of getting out the letters and tracking responses. All SLF clients transferred their  
19 files to MHB. For the next year and a half, MHB did all the monthly billings to those clients,  
20 and their funds were maintained in the MHB trust account. I kept my SLF website, but changed  
21 the home page to announce my joining MHB, and directed all inquiries to my new law firm.

22 12. During my tenure at MHB, both Tamosaitis appeals were briefed and argued. At  
23 that point, the state court appeal of the Benton County case involved only the dismissal of the  
24 tortious interference claims against BNI. That dismissal was affirmed. *Tamosaitis v. Bechtel*  
25 *Nat'l, Inc.*, 182 Wn. App. 241, 327 P.3d 1309, *review denied*, 181 Wn.2d 1029, 340 P.3d 229  
26 (2014). This brought an end to the claims against BNI. However, the claims against URS

1 remained live as the URS appeal remained pending before the Ninth Circuit.

2  
3 13. By July 2013, I had become concerned that MHB had a bloated overhead, and  
4 was not taking big cases to meet that overhead. Also, the computer network was slow, and the  
5 timekeeping program was painfully slower. I had to set up a wireless connection in my office  
6 simply to do legal research at a normal pace, and I did all my timekeeping on Rocket Matter,  
7 which is a web based program I used at SLF, because it was fast and easy. I had staff then enter  
8 my time from Rocket Matter into the MHB timekeeping program, because that was the most  
9 efficient use of my time. Case selection issues arose between MHB and me as reflected in my  
10 email attached as Exhibit H. I was ready to leave for the reasons outlined in the email. In  
11 August, I sent the partners a proposed split-up arrangement. Exhibit I is a copy of that proposal.  
12 This is the first time I expressed that except for cases in which we agreed to continue as co-  
13 counsel, MHB would receive quantum meruit payout for its work on contingent fee cases if we  
14 split. We had a law firm retreat around this time, and at the retreat some of these issues were  
15 addressed. Based on their comments to me at the time, it was my understanding that my  
16 comments had been shared among the partners. We had some discussions there, and I left with  
17 a sense that things might change. Messrs. Crawford and Shaeffer were able to persuade me to  
18 remain with the firm at that point.

19 14. But the issues persisted and I ultimately left MHB on July 31, 2014. Sometime  
20 before June 2014, I recall being at a luncheon at a restaurant, and sitting with Kay Frank and  
21 Joe Shaeffer. I asked if I could expect that we would be taking big cases in the near future, and  
22 was told no. Kay made some kind of comment about me not being the same as the other  
23 partners—sort of that we were cut from different cloth. Then in June 2014, my associate, Beth  
24 Touschner, told me she was leaving MHB, and I didn't want to go through the process of hiring  
25 a replacement, just to leave soon thereafter. So I decided to announce my departure. At that  
26 point, I don't recall anyone trying to convince me to stay except Mel. I downloaded the WSBA  
"Partner Leaves Friendly Departure Checklist," and used it as a model for my departure. A

1 copy is attached as Exhibit J.

2 15. In June 2014, in connection with my departure from the firm, Joe Shaeffer  
3 suggested that MHB receive a pro rata share of contingent fees I earned for any clients that  
4 chose to have me continue as their counsel rather than remain with MHB. But conversely, he  
5 did not suggest that I should also get a split of fees generated from cases I left behind. I rejected  
6 his suggestion.

7 16. Kay Frank drafted letters to each client for them to elect whether to remain with  
8 MHB or to transfer the file to my successor firm, which I edited, approved, and signed. A copy  
9 of a draft of that letter is attached as Exhibit K. Those letters were sent to each client I was then  
10 representing, whether or not they had been a client prior to joining MHB, asking each to elect  
11 SLF or MHB as their attorneys. Boyer, Chaussee, Tamosaitis and other clients elected SLF.  
12 Becky Ruffin elected MHB, but ultimately retained me when MHB declined to take the case.  
13 Mr. Shaeffer and I informally discussed which cases would go with which firm. I had a long  
14 list of potential clients who had contacted me, which had not been resolved. I gave that entire  
15 list to Mr. Shaeffer. I do recall that MHB voted to remove me as a partner effective July 1,  
16 2014. I stayed on as an employee until the end of July. MHB staff sent out and tracked  
17 responses to the letters, under Kay's supervision to my memory.

18 17. The *Boyer* case stayed with me. We went to trial two months later, in September  
19 2014, and obtained a jury verdict in the amount of \$75,000 in favor of Mr. Boyer. Exhibit L is  
20 a copy of the verdict form. I then sought and received an award of \$331,001.28 in fees and  
21 costs for Boyer, based on the work performed by both MHB and SLF before and after my  
22 tenure at MHB. Copies of the Petition and the fee award are attached as Exhibits M and N.  
23 MHB shareholder Katie Chamberlain submitted a supporting declaration, and fees for the time  
24 spent by MHB assisting in the fee application were included in the fee request. Exhibit O is a  
25 copy of that declaration. Under the SLF fee agreement, Boyer was obligated to pay attorney  
26 fees of \$311,962.50 (less \$20,000 in fees that Mr. Boyer had advanced). Under RCW 4.24.005,

1 MHB submitted a final accounting for Mr. Boyer's signature of its claimed quantum meruit  
2 fee, seeking payment of \$147,975.20 in fees – MHB's billable hours awarded by the Court. A  
3 copy is attached as Exhibit P. MHB did *not* claim a pro rata share of the fee, which would have  
4 been as much as \$265,000 if the TDA governed (it does not), since its terms do not provide for  
5 giving any credit to SLF for time its attorneys invested on the case after January 1, 2013. I sent  
6 a check to MHB in the amount of its accounting, thus satisfying any quantum meruit obligation  
7 Boyer had to MHB, which MHB cashed. A copy is attached as Exhibit Q.

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9 18. The *Chaussee* case went to trial eight months after I left MHB, in March 2015,  
10 and we obtained a \$1 million verdict in favor of Mr. Chaussee. A copy of the jury verdict is  
11 attached as Exhibit R. Again, I sought fees and costs on behalf of Chaussee based on the work  
12 of both MHB and SLF before and after my tenure at MHB, and obtained an award of  
13 \$380,940.83 in fees and costs. Copies of the fee petition and the fee award are attached as  
14 Exhibits S and T. MHB shareholder Katie Chamberlain submitted a supporting declaration, and  
15 fees for the time spent by MHB assisting in the fee application were included in the fee request.  
16 Exhibit U is a copy of that declaration. Under the SLF fee agreement, Chaussee was obligated  
17 to pay fees of \$544,091.60 (less \$20,000 in fees that Chaussee had advanced). Under RCW  
18 4.24.005, MHB submitted a final accounting to Chaussee delineating the fee it claimed,  
19 seeking payment of \$117,650.00 – MHB's hours that the Court awarded. A copy is attached as  
20 Exhibit V. MHB did not seek compensation for its fees that the Court had determined it would  
21 not award to Chaussee. Once again MHB did *not* claim a pro rata share of the fee, which would  
22 have been as much as \$194,000 if the TDA governed (which it does not). I sent a check to  
23 MHB in the amount of its accounting, thus satisfying Chaussee's quantum meruit obligations  
24 to MHB, which MHB cashed. A copy is attached as Exhibit W.

25 19. The fees paid to MHB in *Boyer* and *Chaussee* more than compensated MHB for  
26 the salary and benefits it paid to me during my tenure there. But as discussed below, I have  
paid MHB an additional \$82,000 in regard to the *Tamosaitis* case, and I continue to represent

1 additional clients who elected to discharge MHB and retain me after I left. I expect that those  
2 cases will produce recoveries for those clients, and estimate that MHB may receive up to an  
3 additional \$500,000 in fees for those matters. For example, SLF recently won an appeal of *City*  
4 *of Seattle v. Swanson*, \_\_\_ Wn. App. \_\_\_, No. 72344-8-I, 2016 WL 2643309, at \*13 (May 9,  
5 2016) (we reverse the superior court and affirm the decision and order of the ALJ but remand  
6 to determine the amount of attorney fees and costs). At my request, Mr. Shaeffer sent me the  
7 MHB billings for the case. Attached as Exhibit X is the redacted billing that was sent to  
8 opposing counsel. After the mandate issues and the case is remanded, I expect that MHB will  
9 get something in the range of another \$160,000 in fees and costs.

10           20. After I left MHB, the Ninth Circuit reversed the dismissal of claims against  
11 URS, and remanded the case for trial. *Tamosaitis v. URS Inc.*, 781 F.3d 468 (9th Cir. 2015). In  
12 August 2015, and over a year after I left MHB, I was able to settle the *Tamosaitis* federal  
13 claims against URS for \$4.3 million. And once again, MHB submitted an accounting of the fee  
14 it sought on that matter. But its requested quantum meruit fee was not limited to the value of  
15 time it billed to the whistleblower claims against URS (approximately \$82,000), which were  
16 the claims that had settled. Rather, MHB also demanded payment for the time it invested in  
17 briefing the appeal of the dismissal of state court tortious interference claims against BNI (an  
18 additional \$73,000, approximately), even though the appeal had been unsuccessful and the case  
19 lost. But once again, MHB did not claim a right to a pro rata share of the overall fee. A copy of  
20 MHB's proposed final accounting is attached as Exhibit Y.

21           21. Attached as Exhibits Z, AA, BB, CC and DD are email chains reflecting my  
22 communications with MHB prior to and just after disbursing funds from the trust. Prior to  
23 when I disbursed funds from the trust, MHB made no assertion that the fee should be allocated  
24 pro rata, or that it was entitled to anything more than an additional \$73,000 in regard to  
25 *Tamosaitis*. Had MHB's fees related to briefing the appeal of the dismissal of the tortious  
26 interference claims against BNI in some way also contributed to the recovery from URS, I

1 would have gladly agreed that they should be paid. But they did not, and in good conscience I  
2 could not agree or recommend to Tamosaitis that he owed MHB anything for work on a case  
3 that had been lost, and which had not contributed to the URS settlement. Andrew Chan was  
4 MHB's Managing Partner at this time. He and I exchanged some emails regarding whether  
5 MHB should receive the full amount it had requested at that point, and left it on September 24,  
6 2015, that he would get back to me on the issue of the state fees. A copy of that email string is  
7 attached as Exhibit DD. Thus, in September 2015, I sent MHB a check in the amount of the  
8 MHB accounting for its work on the URS case – \$82,220.27 – which represented every penny  
9 of MHB's billable hours claimed and all outstanding costs billed to that case. MHB cashed the  
10 check, a copy of which is attached as Exhibit EE. The disputed fees for MHB's work on the  
11 BNI case – approximately \$73,000.00 – are being held in trust. The remainder of the fee was  
12 disbursed from my trust account to SLF's general account.

13           22. It was not until October 9, 2015, that MHB first suggested it might be owed  
14 more than an additional \$73,000. Attached as Exhibit FF is an email chain between myself and  
15 MHB's Chairman, Tim Ford, of which the relevant portion culminates on November 20, 2015,  
16 in which he asserts that MHB's quantum meruit fee might exceed that amount. But at no time  
17 did he suggest that MHB was entitled to a pro rata division under the TDA. To the contrary, on  
18 numerous occasions he agreed that quantum meruit was the measure and that no contract  
19 governed the issue.

20           23. Exhibit GG is a copy of excerpts from the deposition transcript of Joe Shaeffer  
21 taken on June 21, 2016.

22           24. Exhibit HH is a copy of excerpts from the deposition transcript of Ester  
23 Greenfield taken on June 21, 2016.

24           25. Exhibit II is a copy of excerpts from the deposition of Tim Ford taken on June  
25 27, 2016.

26           26. Exhibit JJ is a copy of excerpts from the deposition of Mel Crawford taken on

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June 27, 2016.

Dated this 29th day of June, 2016.

By: s/John P. Sheridan  
John P. Sheridan, WSBA # 21473

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**CERTIFICATE OF SERVICE**

The undersigned attorney certifies that on the 29th day of June, 2016, a true copy of the foregoing was served on each and every attorney of record herein via King County E-Service:

James Smith  
Julia K. Doyle  
Smith & Hennessey, PLLC  
316 Occidental Ave. S., Suite 500  
Seattle, WA 98104  
jas@smithhennessey.com  
jdoyle@smithhennessey.com  
*Attorneys for Plaintiff*

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED in Seattle, Washington, this 29th day of June, 2016.

/s/ Keith D. Petrak  
Keith D. Petrak  
Byrnes Keller Cromwell LLP  
1000 Second Avenue, 38th Floor  
Seattle, WA 98104  
Telephone: (206) 622-2000  
Facsimile: (206) 622-2522

# **EXHIBIT A**

## RETAINER AGREEMENT

1. I, Grant J. Boyer (hereinafter the "Client"), residing at 206 Cullum Ave., Richland, WA, hereby retain The Sheridan Law Firm, P.S. attorneys (a/k/a the Law Office of John P. Sheridan, P.S. and hereinafter also referred to as the "Firm"), to represent the Client as the Client's attorneys at law in an action to remedy injuries incurred in the Client's employment at \_\_\_\_\_ State of Wash. and to affect compromise or to institute such legal action as may be advisable in their judgment; provided that The Firm shall not effect any compromise or settlement without her/ his consent.

2. The Client agrees to be truthful with the Firm and to fully cooperate in the prosecution of the Client's claims by the Firm. The Client will keep the Firm advised of the Client's whereabouts, appear on notice for required legal appearances, and comply with all requests in connection with the preparation and prosecution of this litigation, including but not limited to answering interrogatories, appearing for depositions and attending scheduled meetings and hearings at which the Client's presence is required. The Client further agrees that the Client has disclosed all material facts concerning the Client's claims to the Firm and that the Client will promptly convey to the Firm any new such information that the Client might later obtain that is apparently relevant to this case.

3. The Firm agrees to provide diligent professional representation in this matter in accordance with applicable ethical rules. The Firm will timely apprise the Client of significant developments in any legal proceedings undertaken pursuant to this agreement.

#### 4. Definitions

“Attorney fees” means the hourly fees charged by the Firm’s attorneys and staff for services rendered on behalf of the Client at the Firm’s hourly rates. Attorney fees awarded by the court owing to the high-risk nature of the case (see definition of “multiplier” below) are sometimes awarded in addition to the attorney fees described herein. Any attorney fee multiplier awarded to the Client by the court shall not be considered attorney fees under this agreement and shall be the sole property of the Firm as an additional reward for taking a high-risk case. Also, attorney fees awarded by the court as sanctions against a defendant shall not be considered attorney fees under this agreement and shall be the sole property of the Firm. *Attorney fees do not include attorney fees billed or charged by attorneys who are not members of the Firm who may be retained to work on the case.*

“Contingent fee” means the percentage of the gross recovery that is payable to the Firm under the terms of this contract if the case settles or if the Client prevails in any court. If the Client does not prevail, the Client will not owe a contingent fee to the Firm. Note: as set forth below, the Firm may elect to take attorney fees in lieu of the contingent fee.

“Costs” means all costs incurred in connection with the representation, including but not limited to, all deposition expenses, expert fees, expert witness expenses, filing fees, electronic research expenses, messenger costs, mock trials and focus group costs, copying costs (currently ten cents per page), scanning costs (currently ten cents per page), travel expenses (including but not limited to hotel, meals, car rental, taxi, air fare-- partners travel first class; associates and staff travel coach on north-south routes and

business class on east-west routes), office materials purchased exclusively for this case, and taxi fares and meals for employees working after 7 p.m. or on weekends or holidays, if any. In addition, costs during trial and before summary judgment oral argument include the cost of a hotel stay for the duration of the proceeding and for meals and other reasonable costs associated with living away from home including trials in Seattle courts. Client is responsible for all costs. The Firm will consult with the Client before incurring significant costs, such as for expert witnesses. Costs may be recoverable from an opposing party or parties. Costs are in addition to attorney fees and are deducted from the Client's portion of any settlement. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

“Court” means the forum in which the plaintiff is proceeding including any legal action brought in federal or state court, in any administrative forum, or in binding arbitration.

“Date of trial” means the original date set for trial by the court prior to any extensions, continuances, or other delays caused by the court or by any party.

“Equitable relief” means relief ordered by the court or agreed to by the parties that does not include the payment of money. For example, reinstatement to a prior position or promotion to a new position would be considered equitable relief. Such relief is sometimes available to plaintiffs as an offset against front pay damages, which would be the damages incurred from the time of trial forward because the Client will earn less in the future owing to the discrimination.

“Gross recovery” means the sum of damages, prejudgment interest, post judgment interest, payments to offset tax consequences, attorney fees and costs awarded if the client prevails. The amount of the damage portion of the gross recovery will be measured at the time of verdict, award, or settlement, prior to any offset for equitable relief in lieu of money damages. Gross recovery does not include excluded fees awarded to the Firm as set forth in the “attorney fee” definition above. Interest that accrues as a result of any delay in payment will be apportioned between the Client and the Firm based on the respective recoveries if the Firm elects to take a percentage of the gross recovery. If the Firm elects attorney fees instead of a percentage of the gross recovery, all post-judgment interest that accrues on those fees (and on costs advanced by the Firm) will be the exclusive property of the Firm.

“Hourly fee” means the attorney fees charged to the Client by the Firm on an hourly basis as part of a mixed contingent fee agreement. Earned hourly fees are not refundable to the Client if the Client does not prevail, but if the Client prevails, the hourly fee will be offset against the contingent portion of the agreement in the event that the case settles or the Client prevails at trial. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

“Hourly rate” means the hourly rate charged by The Firm for attorney fees. The standard hourly fee currently charged by The Sheridan Law Firm, P.S. is \$450.00 per hour for services performed by Mr. Sheridan, \$200.00 to \$375.00 per hour for associates, and \$150.00 to \$175.00 per hour for paralegal work. Other staff and contract workers may bill at other rates. Specific rates can be obtained from The Sheridan Law Firm, P.S.

upon request. These rates are revised periodically and are subject to change. Client will be notified of any such changes.

“Mixed contingent fee agreement” means an agreement between the Client and the Firm to pay some attorney fees hourly at the outset of the representation and the remainder of the fees on a contingent basis as set forth herein.

“Multiplier” means the attorney fees awarded by the court owing to the high-risk nature of the case which are sometimes awarded in addition to the attorney fees described herein, which is excluded from “attorney fees” as defined in this agreement.

“Prevails” means that a jury enters a verdict in favor of the Client, or that the case settles, or that the court enters written or oral findings in favor of the Client.

“Settled” “settles” “settle” “settlement” means all the parties have signed a written settlement agreement or entered into an oral settlement agreement on the record in open court.

5. Some of the Client’s claims may permit the Client to receive court awarded attorney fees and costs as part of any award. If the Client prevails at trial, at a hearing, or at arbitration, if appropriate, the Firm will seek an award of attorney fees and costs from the opposing party by filing a petition for fees and costs with the court. If the case settles, payment of attorney fees and costs may be negotiated as a part of the settlement, but cannot be obtained after a settlement is completed unless the parties specifically agree to that as a term of the settlement.

6. The Client agrees to enter into a mixed contingent fee agreement with the Firm. In exchange for the Firm’s representation, the Client agrees to a mixed contingent fee as follows.

Hourly fee: The Client agrees to pay The Sheridan Law Firm, P.S. for services performed at their hourly rates up to a maximum of \$ 20,000 ("payment maximum") for work performed by attorneys and staff at the Firm from ~~October 20, 2010~~ May 3, 2011 forward *MS KSB* until the work is completed or the payment maximum is reached. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

Contingent fee: In addition to the hourly portion, if the case settles after the date of this contract, or if the Client prevails more than sixty calendar days before the date of trial, the Client agrees to pay the Firm a contingent fee of one-third (33-1/3 %) of any gross recovery. In the event the Client prevails sixty calendar days or less from the date of trial, the Client agrees to pay the Firm a contingent fee of forty percent (40 %) of any gross recovery. The Firm shall receive the contingent fee in addition to any multiplier awarded by the court.

Option to take Attorney fees in Lieu of Contingent fee: The Firm, in its sole discretion, has the option of taking either the contingent fee from the gross recovery or the attorney fees awarded or negotiated, if any, which could, in certain circumstances, result in the Firm receiving attorney fees greater than 40% of the gross recovery. For example, if a jury awarded a plaintiff \$120,000 and the court awarded \$300,000 in attorney fees, the gross recovery would be approximately \$420,000 (this example does not include other elements of the gross recovery like costs). Instead of taking 40% of the gross recovery, which would be approximately \$168,000, the Firm may elect to take only the attorney fees, which would be \$300,000. In that case, the Client would receive the jury verdict of \$120,000. If the court awarded a multiplier in addition to the attorney

fees, the Firm would keep the multiplier regardless of the option chosen, and the multiplier would not be considered in calculating the Gross recovery. If the Firm elects to take attorney fees only, then any post-judgment interest that accrues owing to a delayed payment of those fees will be the property of the Firm.

7. The contingent fee charged by the Firm might be more than the amount that the court awards in attorney fees, because of factors unique to the attorney-client relationship, which the court may not consider in setting reasonable attorney fees to be assessed against the unsuccessful party. The Client agrees to pay all attorney fees under this contract.

8. In the event that the matter is settled, and the settlement does not include reasonable attorney fees, the Client will pay to the Firm the reasonable attorney fees out of the settlement amount after costs are paid. Reasonable attorney fees are fees for legal services provided at the hourly fee charged by the Firm, which is set forth above or in the Firm's published fee schedule. In the alternative, the Firm may elect to accept as full compensation for their services, their contingent fee share of the gross recovery from any settlement in lieu of reasonable attorney fees as defined in this agreement. This election may be exercised by the Firm before, during, or after trial or appeal, and notice of the election shall be in writing to the client by email or other means. If events change over time, the Firm may rescind the notice and submit a new notice providing for a different election so long as the new submission is made before the settlement moneys are paid in full into trust by defendant. At that time, the election is considered closed. Also, if the Firm fails to provide timely notice of election, the election shall be the one that provides the Firm with the largest recovery.

9. The Client acknowledges that it is in the Client's best interest to seek to include reasonable attorney fees in any settlement. One reason this is so is that if reasonable attorney fees exceed the proportion of the gross recovery to which the Firm is otherwise entitled pursuant to this agreement, the Client will receive a smaller portion of the gross recovery than the Client would receive if reasonable attorney fees are included in the settlement. However, the Client will not be liable for any attorney fees in excess of the settlement amount.

10. The Client acknowledges that it is in the Client's best interest to seek to include costs in any settlement, because the Client is liable for all costs reasonably incurred in connection with the Client's representation by the Firm.

11. If the Client joins in a class action or in any combined action with other plaintiffs, the Client agrees to be responsible for all costs incurred, jointly and severally, with the other named plaintiffs, which will be apportioned between the named plaintiffs (which does not include the unnamed class members) or allocated solely to the Client if the cost benefits only the Client (for example, the cost of an expert hired to evaluate the Client's emotional distress would only be billed to the Client). In that event, unless specifically identified as separate, attorney fees will be apportioned equally between the named plaintiffs for the purpose of calculating the gross amount, attorney fee and contingent fee payments under this contract. In the event that a plaintiff joins with other plaintiffs late in the litigation or if one case settles before another, the split of fees and costs will be split from the date the change occurs (such as settlement or joinder).

12. Should the party or parties paying a settlement or judgment make out a check to the Client to pay for the settlement or judgment, and/or should a check to pay a

settlement or judgment be delivered to the Client, the Client agrees to immediately notify the Firm and to give the check to the Firm and if it is made out to the Client, to endorse the check to the Firm so that the Firm may promptly disperse the proceeds as provided in this agreement.

13. The Client agrees to deposit the sum of \$ 20,000. <sup>JMB</sup> into a trust account with the Firm to be applied to attorney fees incurred up to the payment maximum. The Client will receive periodic statements of expenditures of fees and costs. ***The Client must promptly deposit additional sums into trust to ensure that all costs incurred are paid.*** No work will be performed unless sufficient funds are on deposit in trust with the Firm to cover the costs incurred. If the Client disagrees with cost or fee item the Client should notify the Firm immediately to discuss the matter.

14. Unpaid costs and hourly fees accrue interest at the legal rate, which will be the Client's sole responsibility as the Client.

15. The Client agrees that the Firm may associate with any other attorney at its discretion in the prosecution of the Client's claim, so long as the Client receives notification and any such association of counsel will not be the sole cause of any increase in the attorneys' fee the Client must pay. Such associations will not become a part of the gross recovery and will be billed as a cost in the event Client prevails at trial. These associations are generally for limited purposes and the attorneys recruited generally agree to be paid their hourly fee as awarded by the Court if the Court awards attorney fees. In a settlement, they would be paid from the Firm's share of the proceeds.

16. The Client has been advised that, as an alternative to this mixed contingent fee agreement, the Client can retain the Firm on an hourly basis. Fees would then be

billed periodically against advance payments at the rates set forth above. The Client would have the obligation of keeping that retainer fund adequate to cover the fees and costs incurred. The Client has chosen the alternative of a mixed contingent fee agreement because of the risks and costs of pursuing this matter. The Client agrees that the mixed contingent fee arrangement chosen by the Client shall remain in effect during the period of this representation.

17. The Firm may withdraw and terminate this contract upon reasonable notice, or the contract may be terminated by mutual consent. In the event that the Client terminates this contract, the Firm shall be entitled to reasonable compensation for services rendered and reimbursement for all expenses and costs advanced. If the Firm terminates the contract owing to the Client's failure to pay reasonable costs or fees, the Firm may place a lien on any judgment or settlement. The Firm may also seek payments owing through any other appropriate process including the collection process.

18. The Client has been advised that if damages are being sought for personal injury, under Washington law the physician-patient privilege may be waived as to all present and past physicians and conditions, allowing the defendant(s) to examine the Client's medical records and to interview the physicians involved, without any further consent.

19. In the event that the Client considers settlement of this matter, it is up to the Client to obtain expert financial and tax advice prior to settlement, so the Client can advise the Firm on the structure of settlement that is best for the Client from a tax and financial perspective.

20. There are tax consequences associated with obtaining an award of attorney fees under current law and regulations, and that the Client will likely have to pay income tax on any award. Under current Washington law, a plaintiff who wins a judgment under the Washington Law Against Discrimination (RCW 49.60) may obtain an offset against such increased taxes related to lost wages, but not related to emotional harm. Members of the Firm are not tax attorneys and cannot provide advice on tax consequences. It is up to the Client to obtain expert financial and tax advice or to authorize the Firm to retain expert assistance on the Client's behalf and at the Client's sole cost, to provide that advice.

21. In the event the case is lost at trial or dismissed before trial, the Firm will notify client if the Firm will continue the representation through any appeal and additional trials. If the Firm continues the representation, no further contract or agreement is required. This agreement will continue in force under the same terms.

22. In the event that Client prevails at trial and one or more defendants appeal, the contingent fee payable to the Firm shall be 50% of the gross recovery. For work to be completed on the appeal, the Client may opt to pay the Firm hourly instead of a percentage of the gross fee because the hourly fee for the appeal may be less than the percentage of the gross fee applicable to the appeal. In that event, the parties will agree on an hourly arrangement. If the Firm takes attorney fees in lieu of a percentage of the gross recovery for the work done by the Firm through trial, then the Firm shall receive the attorney fees from the appeal. Interest accruing during the appeal shall be apportioned between the Firm and the client as set forth above.

23. Any Additional Terms: \_\_\_\_\_

N/A JAB

24. This agreement represents the complete understandings of the parties on the subjects covered herein. It shall be construed under the laws and Rules of the State of Washington and that the venue of any action brought to enforce or interpret this agreement shall be King County, Washington.

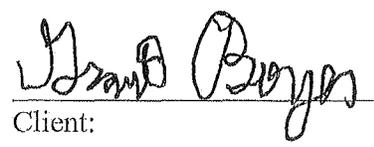
25. This is a binding contract. Before signing, you should obtain independent legal advice to ensure you understand your obligations. Upon signing, you are bound by the terms of this agreement as is the Firm.

26. Pursuant to Revised Code of Washington 4.24.005, you may have a right to petition the court in tort actions to determine the reasonableness of attorney fees. This statute requires that you file a petition not later than 45 days from receipt of the billing or final accounting from the Firm.

DATED THIS 27 day of May, 2011.

THE SHERIDAN LAW FIRM, P.S.

By:   
John P. Sheridan  
WSBA #21473

  
Client:

# **EXHIBIT B**

RETAINER AGREEMENT

1. I Stephen A. Choussat hereinafter the "Client"), residing at 7980 N.E. Rocky Lane Kingston WA 98344 hereby retain The Sheridan Law Firm, P.S. attorneys (a/k/a the Law Office of John P. Sheridan, P.S. and hereinafter also referred to as the "Firm"), to represent the Client as the Client's attorneys at law in an action to remedy injuries incurred in the Client's employment at WASH. S. FERRIES and to affect compromise or to institute such legal action as may be advisable in their judgment; provided that The Firm shall not effect any compromise or settlement without her/ his consent.

2. The Client agrees to be truthful with the Firm and to fully cooperate in the prosecution of the Client's claims by the Firm. The Client will keep the Firm advised of the Client's whereabouts, appear on notice for required legal appearances, and comply with all requests in connection with the preparation and prosecution of this litigation, including but not limited to answering interrogatories, appearing for depositions and attending scheduled meetings and hearings at which the Client's presence is required. The Client further agrees that the Client has disclosed all material facts concerning the Client's claims to the Firm and that the Client will promptly convey to the Firm any new such information that the Client might later obtain that is apparently relevant to this case.

3. The Firm agrees to provide diligent professional representation in this matter in accordance with applicable ethical rules. The Firm will timely apprise the Client of significant developments in any legal proceedings undertaken pursuant to this agreement.

4. Definitions

“Attorney fees” means the hourly fees charged by the Firm’s attorneys and staff for services rendered on behalf of the Client at the Firm’s hourly rates. Attorney fees awarded by the court owing to the high-risk nature of the case (see definition of “multiplier” below) are sometimes awarded in addition to the attorney fees described herein. Any attorney fee multiplier awarded to the Client by the court shall not be considered attorney fees under this agreement and shall be the sole property of the Firm as an additional reward for taking a high-risk case. Also, attorney fees awarded by the court as sanctions against a defendant shall not be considered attorney fees under this agreement and shall be the sole property of the Firm. *Attorney fees do not include attorney fees billed or charged by attorneys who are not members of the Firm who may be retained to work on the case.*

“Contingent fee” means the percentage of the gross recovery that is payable to the Firm under the terms of this contract if the case settles or if the Client prevails in any court. If the Client does not prevail, the Client will not owe a contingent fee to the Firm. Note: as set forth below, the Firm may elect to take attorney fees in lieu of the contingent fee.

“Costs” means all costs incurred in connection with the representation, including but not limited to, all deposition expenses, expert fees, expert witness expenses, filing fees, electronic research expenses, messenger costs, mock trials and focus group costs, copying costs (currently ten cents per page), scanning costs (currently ten cents per page), travel expenses (including but not limited to hotel, meals, car rental, taxi, air fare-- partners travel first class; associates and staff travel coach on north-south routes and

business class on east-west routes), office materials purchased exclusively for this case, and taxi fares and meals for employees working after 7 p.m. or on weekends or holidays, if any. In addition, costs during trial and before summary judgment oral argument include the cost of a hotel stay for the duration of the proceeding and for meals and other reasonable costs associated with living away from home including trials in Seattle courts. Client is responsible for all costs. The Firm will consult with the Client before incurring significant costs, such as for expert witnesses. Costs may be recoverable from an opposing party or parties. Costs are in addition to attorney fees and are deducted from the Client's portion of any settlement. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

“Court” means the forum in which the plaintiff is proceeding including any legal action brought in federal or state court, in any administrative forum, or in binding arbitration.

“Date of trial” means the original date set for trial by the court prior to any extensions, continuances, or other delays caused by the court or by any party.

“Equitable relief” means relief ordered by the court or agreed to by the parties that does not include the payment of money. For example, reinstatement to a prior position or promotion to a new position would be considered equitable relief. Such relief is sometimes available to plaintiffs as an offset against front pay damages, which would be the damages incurred from the time of trial forward because the Client will earn less in the future owing to the discrimination.

“Gross recovery” means the sum of damages, prejudgment interest, post judgment interest, payments to offset tax consequences, attorney fees and costs awarded if the client prevails. The amount of the damage portion of the gross recovery will be measured at the time of verdict, award, or settlement, prior to any offset for equitable relief in lieu of money damages. Gross recovery does not include excluded fees awarded to the Firm as set forth in the “attorney fee” definition above. Interest that accrues as a result of any delay in payment will be apportioned between the Client and the Firm based on the respective recoveries if the Firm elects to take a percentage of the gross recovery. If the Firm elects attorney fees instead of a percentage of the gross recovery, all post-judgment interest that accrues on those fees (and on costs advanced by the Firm) will be the exclusive property of the Firm.

“Hourly fee” means the attorney fees charged to the Client by the Firm on an hourly basis as part of a mixed contingent fee agreement. Earned hourly fees are not refundable to the Client if the Client does not prevail, but if the Client prevails, the hourly fee will be offset against the contingent portion of the agreement in the event that the case settles or the Client prevails at trial. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

“Hourly rate” means the hourly rate charged by The Firm for attorney fees. The standard hourly fee currently charged by The Sheridan Law Firm, P.S. is \$450.00 per hour for services performed by Mr. Sheridan, \$200.00 to \$375.00 per hour for associates, and \$150.00 to \$175.00 per hour for paralegal work. Other staff and contract workers may bill at other rates. Specific rates can be obtained from The Sheridan Law Firm, P.S.

upon request. These rates are revised periodically and are subject to change. Client will be notified of any such changes.

“Mixed contingent fee agreement” means an agreement between the Client and the Firm to pay some attorney fees hourly at the outset of the representation and the remainder of the fees on a contingent basis as set forth herein.

“Multiplier” means the attorney fees awarded by the court owing to the high-risk nature of the case which are sometimes awarded in addition to the attorney fees described herein, which is excluded from “attorney fees” as defined in this agreement.

“Prevails” means that a jury enters a verdict in favor of the Client, or that the case settles, or that the court enters written or oral findings in favor of the Client.

“Settled” “settles” “settle” “settlement” means all the parties have signed a written settlement agreement or entered into an oral settlement agreement on the record in open court.

5. Some of the Client’s claims may permit the Client to receive court awarded attorney fees and costs as part of any award. If the Client prevails at trial, at a hearing, or at arbitration, if appropriate, the Firm will seek an award of attorney fees and costs from the opposing party by filing a petition for fees and costs with the court. If the case settles, payment of attorney fees and costs may be negotiated as a part of the settlement, but cannot be obtained after a settlement is completed unless the parties specifically agree to that as a term of the settlement.

6. The Client agrees to enter into a mixed contingent fee agreement with the Firm. In exchange for the Firm’s representation, the Client agrees to a mixed contingent fee as follows.

Hourly fee: The Client agrees to pay The Sheridan Law Firm, P.S. for services performed at their hourly rates up to a maximum of \$ 20,000.00 ("payment maximum") for work performed by attorneys and staff at the Firm from 08/17/2011, forward until the work is completed or the payment maximum is reached. The client may pay fees and costs by credit card or electronic payment, but any bank or other transaction fees incurred as a result, will be charged as costs to the client.

Contingent fee: In addition to the hourly portion, if the case settles after the date of this contract, or if the Client prevails more than sixty calendar days before the date of trial, the Client agrees to pay the Firm a contingent fee of one-third (33-1/3 %) of any gross recovery. In the event the Client prevails sixty calendar days or less from the date of trial, the Client agrees to pay the Firm a contingent fee of forty percent (40 %) of any gross recovery. The Firm shall receive the contingent fee in addition to any multiplier awarded by the court.

Option to take Attorney fees in Lieu of Contingent fee: The Firm, in its sole discretion, has the option of taking either the contingent fee from the gross recovery or the attorney fees awarded or negotiated, if any, which could, in certain circumstances, result in the Firm, receiving attorney fees greater than 40% of the gross recovery. For example, if a jury awarded a plaintiff \$120,000 and the court awarded \$300,000 in attorney fees, the gross recovery would be approximately \$420,000 (this example does not include other elements of the gross recovery like costs). Instead of taking 40% of the gross recovery, which would be approximately \$168,000, the Firm may elect to take only the attorney fees, which would be \$300,000. In that case, the Client would receive the jury verdict of \$120,000. If the court awarded a multiplier in addition to the attorney

fees, the Firm would keep the multiplier regardless of the option chosen, and the multiplier would not be considered in calculating the Gross recovery. If the Firm elects to take attorney fees only, then any post-judgment interest that accrues owing to a delayed payment of those fees will be the property of the Firm.

7. The contingent fee charged by the Firm might be more than the amount that the court awards in attorney fees, because of factors unique to the attorney-client relationship, which the court may not consider in setting reasonable attorney fees to be assessed against the unsuccessful party. The Client agrees to pay all attorney fees under this contract.

8. In the event that the matter is settled, and the settlement does not include reasonable attorney fees, the Client will pay to the Firm the reasonable attorney fees out of the settlement amount after costs are paid. Reasonable attorney fees are fees for legal services provided at the hourly fee charged by the Firm, which is set forth above or in the Firm's published fee schedule. In the alternative, the Firm may elect to accept as full compensation for their services, their contingent fee share of the gross recovery from any settlement in lieu of reasonable attorney fees as defined in this agreement. This election may be exercised by the Firm before, during, or after trial or appeal, and notice of the election shall be in writing to the client by email or other means. If events change over time, the Firm may rescind the notice and submit a new notice providing for a different election so long as the new submission is made before the settlement moneys are paid in full into trust by defendant. At that time, the election is considered closed. Also, if the Firm fails to provide timely notice of election, the election shall be the one that provides the Firm with the largest recovery.

9. The Client acknowledges that it is in the Client's best interest to seek to include reasonable attorney fees in any settlement. One reason this is so is that if reasonable attorney fees exceed the proportion of the gross recovery to which the Firm is otherwise entitled pursuant to this agreement, the Client will receive a smaller portion of the gross recovery than the Client would receive if reasonable attorney fees are included in the settlement. However, the Client will not be liable for any attorney fees in excess of the settlement amount.

10. The Client acknowledges that it is in the Client's best interest to seek to include costs in any settlement, because the Client is liable for all costs reasonably incurred in connection with the Client's representation by the Firm.

11. If the Client joins in a class action or in any combined action with other plaintiffs, the Client agrees to be responsible for all costs incurred, jointly and severally, with the other named plaintiffs, which will be apportioned between the named plaintiffs (which does not include the unnamed class members) or allocated solely to the Client if the cost benefits only the Client (for example, the cost of an expert hired to evaluate the Client's emotional distress would only be billed to the Client). In that event, unless specifically identified as separate, attorney fees will be apportioned equally between the named plaintiffs for the purpose of calculating the gross amount, attorney fee and contingent fee payments under this contract. In the event that a plaintiff joins with other plaintiffs late in the litigation or if one case settles before another, the split of fees and costs will be split from the date the change occurs (such as settlement or joinder).

12. Should the party or parties paying a settlement or judgment make out a check to the Client to pay for the settlement or judgment, and/or should a check to pay a

settlement or judgment be delivered to the Client, the Client agrees to immediately notify the Firm and to give the check to the Firm and if it is made out to the Client, to endorse the check to the Firm so that the Firm may promptly disperse the proceeds as provided in this agreement.

13. The Client agrees to deposit the sum of \$ 20,000.00 <sup>EM</sup> into a trust account with the Firm to be applied to attorney fees incurred up to the payment maximum. The Client will receive periodic statements of expenditures of fees and costs. ***The Client must promptly deposit additional sums into trust to ensure that all costs incurred are paid.*** No work will be performed unless sufficient funds are on deposit in trust with the Firm to cover the costs incurred. If the Client disagrees with cost or fee item the Client should notify the Firm immediately to discuss the matter.

14. Unpaid costs and hourly fees accrue interest at the legal rate, which will be the Client's sole responsibility as the Client.

15. The Client agrees that the Firm may associate with any other attorney at its discretion in the prosecution of the Client's claim, so long as the Client receives notification and any such association of counsel will not be the sole cause of any increase in the attorneys' fee the Client must pay. Such associations will not become a part of the gross recovery and will be billed as a cost in the event Client prevails at trial. These associations are generally for limited purposes and the attorneys recruited generally agree to be paid their hourly fee as awarded by the Court if the Court awards attorney fees. In a settlement, they would be paid from the Firm's share of the proceeds.

16. The Client has been advised that, as an alternative to this mixed contingent fee agreement, the Client can retain the Firm on an hourly basis. Fees would then be

billed periodically against advance payments at the rates set forth above. The Client would have the obligation of keeping that retainer fund adequate to cover the fees and costs incurred. The Client has chosen the alternative of a mixed contingent fee agreement because of the risks and costs of pursuing this matter. The Client agrees that the mixed contingent fee arrangement chosen by the Client shall remain in effect during the period of this representation.

17. The Firm may withdraw and terminate this contract upon reasonable notice, or the contract may be terminated by mutual consent. In the event that the Client terminates this contract, the Firm shall be entitled to reasonable compensation for services rendered and reimbursement for all expenses and costs advanced. If the Firm terminates the contract owing to the Client's failure to pay reasonable costs or fees, the Firm may place a lien on any judgment or settlement. The Firm may also seek payments owing through any other appropriate process including the collection process.

18. The Client has been advised that if damages are being sought for personal injury, under Washington law the physician-patient privilege may be waived as to all present and past physical and emotional conditions, allowing the defendant(s) to examine the Client's medical records and to interview the physicians involved, without any further consent.

19. In the event that the Client considers settlement of this matter, it is up to the Client to obtain expert financial and tax advice prior to settlement, so the Client can advise the Firm on the structure of settlement that is best for the Client from a tax and financial perspective.

20. There are tax consequences associated with obtaining an award of attorney fees under current law and regulations, and that the Client will likely have to pay income tax on any award. Under current Washington law, a plaintiff who wins a judgment under the Washington Law Against Discrimination (RCW 49.60) may obtain an offset against such increased taxes related to lost wages, but not related to emotional harm. Members of the Firm are not tax attorneys and cannot provide advice on tax consequences. It is up to the Client to obtain expert financial and tax advice or to authorize the Firm to retain expert assistance on the Client's behalf and at the Client's sole cost, to provide that advice.

21. In the event the case is lost at trial or dismissed before trial, the Firm will notify client if the Firm will continue the representation through any appeal and additional trials. If the Firm continues the representation, no further contract or agreement is required. This agreement will continue in force under the same terms.

22. In the event that Client prevails at trial and one or more defendants appeal, the contingent fee payable to the Firm shall be 50% of the gross recovery. For work to be completed on the appeal, the Client may opt to pay the Firm hourly instead of a percentage of the gross fee because the hourly fee for the appeal may be less than the percentage of the gross fee applicable to the appeal. In that event, the parties will agree on an hourly arrangement. If the Firm takes attorney fees in lieu of a percentage of the gross recovery for the work done by the Firm through trial, then the Firm shall receive the attorney fees from the appeal. Interest accruing during the appeal shall be apportioned between the Firm and the client as set forth above.

23. Any Additional Terms: 10,000.00 PAID TODAY +  
10,000.00 TO BE PAID BY 09/23/2011

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24. This agreement represents the complete understandings of the parties on the subjects covered herein. It shall be construed under the laws and Rules of the State of Washington and that the venue of any action brought to enforce or interpret this agreement shall be King County, Washington.

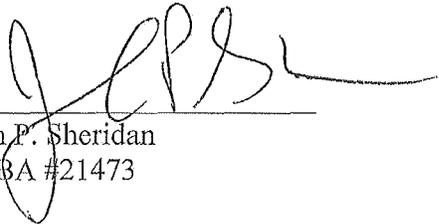
25. This is a binding contract. Before signing, you should obtain independent legal advice to ensure you understand your obligations. Upon signing, you are bound by the terms of this agreement as is the Firm.

26. Pursuant to Revised Code of Washington 4.24.005, you may have a right to petition the court in tort actions to determine the reasonableness of attorney fees. This statute requires that you file a petition not later than 45 days from receipt of the billing or final accounting from the Firm.

DATED THIS 017th day of Aug., 2011.

THE SHERIDAN LAW FIRM, P.S.

By:

  
John P. Sheridan  
WSBA #21473

  
Client:

# **EXHIBIT C**

## RETAINER AGREEMENT

1. I, Walter Tamosaitis, (hereinafter the "Client"), residing at 1622 Meadow Hills Drive, Richmond, WA, hereby retain The Sheridan Law Firm, P.S. attorneys (a/k/a the Law Office of John P. Sheridan, P.S. and hereinafter also referred to as the "Firm"), to represent the Client as the Client's attorneys at law in an action to remedy injuries incurred in the Client's employment at URS and to affect compromise or to institute such legal action as may be advisable in their judgment; provided that The Sheridan Law Firm, P.S. shall not effect any compromise or settlement without her/ his consent.

2. The Client agrees to be truthful with the firm and to fully cooperate in the prosecution of the Client's claims by the Firm. The Client will keep the Firm advised of the Client's whereabouts, appear on notice for required legal appearances, and comply with all requests in connection with the preparation and prosecution of this litigation, including but not limited to answering interrogatories, appearing for depositions and attending scheduled meetings and hearings at which the Client's presence is required. The Client further agrees that the Client has disclosed all material facts concerning the Client's claims to the Firm and that the Client will promptly convey to the Firm any new such information that the Client might later obtain that is apparently relevant to this case.

3. The Firm agrees to provide diligent professional representation in this matter in accordance with applicable ethical rules. The Firm will timely apprise the Client of significant developments in any legal proceedings undertaken pursuant to this agreement.

4. Definitions

“Attorney fees” means the hourly fees charged by the Firm’s attorneys and staff for services rendered on behalf of the Client at the Firm’s hourly rates. Attorney fees awarded by the court owing to the high-risk nature of the case (see definition of “multiplier” below) are sometimes awarded in addition to the attorney fees described herein. Any attorney fee multiplier awarded to the Client by the court shall not be considered attorney fees under this agreement and shall be the sole property of the Firm as an additional reward for taking a high-risk case. Also, attorney fees awarded by the court as sanctions against a defendant shall not be considered attorney fees under this agreement and shall be the sole property of the Firm. ***Attorney fees do not include attorney fees billed or charged by attorneys who are not members of the firm who may be retained to work on the case.***

“Contingent fee” means the percentage of the gross recovery that is payable to the Firm under the terms of this contract if the case settles or if the Client prevails in any court. If the Client does not prevail, the Client will not owe a contingent fee to the Firm. Note: as set forth below, the Firm may elect to take attorney fees in lieu of the contingent fee.

“Costs” means all costs incurred in connection with the representation, including but not limited to, all deposition expenses, expert fees, expert witness expenses, filing fees, electronic research expenses, messenger costs, mock trials and focus group costs, copying costs (currently ten cents per page), scanning costs (currently ten cents per page), travel expenses (including but not limited to hotel, meals, car rental, taxi, air fare-- partners travel first class; associates and staff travel coach on north-south routes and

business class on east-west routes), office materials purchased exclusively for this case, and taxi fares and meals for employees working after 7 p.m. or on weekends or holidays, if any. In addition, costs during trial and before summary judgment oral argument include the cost of a hotel stay for the duration of the proceeding and for meals and other reasonable costs associated with living away from home including trials in Seattle courts. Client is responsible for all costs. The Firm will consult with the Client before incurring significant costs, such as for expert witnesses. Costs may be recoverable from an opposing party or parties. Costs are in addition to attorney fees and are deducted from the Client's portion of any settlement.

"Court" means the forum in which the plaintiff is proceeding including any legal action brought in federal or state court, in any administrative forum, or in binding arbitration.

"Date of trial" means the original date set for trial by the court prior to any extensions, continuances, or other delays caused by the court or by any party.

"Equitable relief" means relief ordered by the court or agreed to by the parties that does not include the payment of money. For example, reinstatement to a prior position or promotion to a new position would be considered equitable relief. Such relief is sometimes available to plaintiffs as an offset against front pay damages, which would be the damages incurred from the time of trial forward because the Client will earn less in the future owing to the discrimination.

"Gross recovery" means the sum of damages, prejudgment interest, post judgment interest, payments to offset tax consequences, attorney fees (if any) and costs awarded if the client prevails. The amount of the damage portion of the gross recovery will be

measured at the time of verdict, award, or settlement, prior to any offset for equitable relief in lieu of money damages. Gross recovery does not include excluded fees awarded to the Firm as set forth in the "attorney fee" definition above. Interest that accrues as a result of any delay in payment will be apportioned between the Client and the Firm based on the respective recoveries if the Firm elects to take a percentage of the gross recovery. If the Firm elects attorney fees instead of a percentage of the gross recovery, all post-judgment interest that accrues on those fees (and on costs advanced by the Firm) will be the exclusive property of the Firm.

"Hourly rate" means the hourly rate charged by The Firm for attorney fees. The standard hourly fee currently charged by The Sheridan Law Firm, P.S. is \$400.00 per hour for services performed by Mr. Sheridan, \$250.00 to \$375.00 per hour for associates, \$175.00 per hour for paralegal work, and \$100 per hour for administrative staff work. Other staff and contract workers may bill at other rates. Specific rates can be obtained from The Sheridan Law Firm, P.S. upon request. These rates are revised periodically and are subject to change. Client will be notified of any such changes.

"Multiplier" means the attorney fees awarded by the court owing to the high-risk nature of the case which are sometimes awarded in addition to the attorney fees described herein, which is excluded from "attorney fees" as defined in this agreement.

"Prevails" means that a jury enters a verdict in favor of the Client, or that the case settles, or that the court enters written or oral findings in favor of the Client.

"Settled" "settles" "settle" "settlement" means all the parties have signed a written settlement agreement or entered into an oral settlement agreement on the record in open court.

5. Some of the Client's claims may permit the Client to receive court awarded attorney fees and costs as part of any award. If the Client prevails at trial, at a hearing, or at arbitration, if appropriate, the Firm will seek an award of attorney fees and costs from the opposing party by filing a petition for fees and costs with the court. If the case settles, payment of attorney fees and costs may be negotiated as a part of the settlement, but cannot be obtained after a settlement is completed unless the parties specifically agree to that as a term of the settlement.

6. The Client agrees to enter into a contingent fee agreement with the Firm. In exchange for the Firm's representation, the Client agrees to a contingent fee as follows.

If the case settles after the date of this contract, or if the Client prevails more than sixty calendar days before the date of trial, the Client agrees to pay the firm a contingent fee of one-third (33-1/3 %) of any gross recovery. In the event the Client prevails sixty calendar days or less from the date of trial, the Client agrees to pay the Firm a contingent fee of forty percent (40 %) of any gross recovery. The Firm shall receive the contingent fee in addition to any multiplier awarded by the court.

Option to take Attorney fees in Lieu of Contingent fee: The Firm, in its sole discretion, has the option of taking either the contingent fee from the gross recovery or the attorney fees awarded or negotiated, if any, which could, in certain circumstances, result in the Firm receiving attorney fees greater than 40% of the gross recovery. For example, if a jury awarded a plaintiff \$120,000 and the court awarded \$300,000 in attorney fees, the gross recovery would be approximately \$420,000 (this example does not include other elements of the gross recovery like costs). Instead of taking 40% of the

gross recovery, which would be approximately \$168,000, the Firm may elect to take only the attorney fees, which would be \$300,000. In that case, the Client would receive the jury verdict of \$120,000. If the court awarded a multiplier in addition to the attorney fees, the Firm would keep the multiplier regardless of the option chosen, and the multiplier would not be considered in calculating the Gross recovery. If the Firm elects to take attorney fees only, then any post-judgment interest that accrues owing to a delayed payment of those fees will be the property of the Firm.

7. The Client acknowledges that it is in the Client's best interest to seek to include costs in any settlement, because the Client is liable for all costs reasonably incurred in connection with the Client's representation by the Firm.

8. If the Client joins in a class action or in any combined action with other plaintiffs, the Client agrees to be responsible for all costs incurred, jointly and severally, with the other named plaintiffs, which will be apportioned between the named plaintiffs (which does not include the unnamed class members) or allocated solely to the Client if the cost benefits only the Client (for example, the cost of an expert hired to evaluate the Client's emotional distress would only be billed to the Client). In that event, unless specifically identified as separate, attorney fees will be apportioned equally between the named plaintiffs for the purpose of calculating the gross amount, attorney fee and contingent fee payments under this contract. In the event that a plaintiff joins with other plaintiffs late in the litigation or if one case settles before another, the split of fees and costs will be split from the date the change occurs (such as settlement or joinder).

9. Should the party or parties paying a settlement or judgment make out a check to the Client to pay for the settlement or judgment, and/or should a check to pay a

settlement or judgment be delivered to the Client, the Client agrees to immediately notify the Firm and to give the check to the Firm and if it is made out to the Client, to endorse the check to the Firm so that the Firm may promptly disperse the proceeds as provided in this agreement.

10. The Client agrees to deposit the sums necessary to pay costs into a trust account with the Firm. The Client will receive periodic statements of expenditures of fees and costs. ***The Client must promptly deposit additional sums into trust to ensure that all costs incurred are paid.*** No work will be performed unless sufficient funds are on deposit in trust with the Firm to cover the costs incurred. If the Client disagrees with cost or fee item the Client should notify the Firm immediately to discuss the matter.

11. Unpaid costs accrue interest at the legal rate, which will be the Client's sole responsibility as the Client.

12. The Client agrees that the Firm may associate with any other attorney at its discretion in the prosecution of the Client's claim, so long as the Client receives notification and any such association of counsel will not be the sole cause of any increase in the attorneys' fee the Client must pay. Such associations will usually not become a part of the gross recovery and will be billed as a cost in the event Client prevails at trial. These associations are generally for limited purposes and the attorneys recruited generally agree to be paid their hourly fee as awarded by the Court if the Court awards attorney fees. In a settlement, they would be paid from the Firm's share of the proceeds.

13. The Client has been advised that, as an alternative to this contingent fee agreement, the Client can retain the Firm on an hourly basis. Fees would then be billed periodically against advance payments at the rates set forth above. The Client would

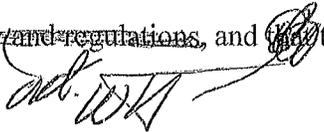
have the obligation of keeping that retainer fund adequate to cover the fees and costs incurred. The Client has chosen the alternative of a contingent fee agreement because of the risks and costs of pursuing this matter. The Client agrees that the contingent fee arrangement chosen by the Client shall remain in effect during the period of this representation.

14. The Firm may withdraw and terminate this contract upon reasonable notice, or the contract may be terminated by mutual consent. In the event that the Client terminates this contract, the Firm shall be entitled to reasonable compensation for services rendered and reimbursement for all expenses and costs advanced. If the Firm terminates the contract owing to the Client's failure to pay reasonable costs or fees, the Firm may place a lien on any judgment or settlement. The Firm may also seek payments owing through any other appropriate process including the collection process.

15. The Client has been advised that if damages are being sought for personal injury, under Washington law the physician-patient privilege is often waived as to all present and past physicians and conditions, allowing the defendant(s) to examine the Client's medical records and to interview the physicians involved, without any further consent.

16. In the event that the Client considers settlement of this matter, it is up to the Client to obtain expert financial and tax advice prior to settlement, so the Client can advise the Firm on the structure of settlement that is best for the Client from a tax and financial perspective.

17. There are tax consequences associated with obtaining an award of attorney fees under current law and regulations, and the Client will likely have to pay income

A handwritten signature in black ink, appearing to be "D. W. K.", is written over the text of paragraph 17.

tax on any award. Members of the Firm are not tax attorneys and cannot provide advice on tax consequences. It is up to the Client to obtain expert financial and tax advice or to authorize the Firm to retain expert assistance on the Client's behalf and at the Client's sole cost, to provide that advice.

18. In the event the case is lost at trial or dismissed before trial, the Client has not, through this agreement, retained the Firm to represent the Client on appeal. A separate agreement would be required.

19. In the event that Client prevails at trial and one or more defendants appeal, the contingent fee payable to the firm shall be 50% of the gross recovery. For work to be completed on the appeal, the Client may opt to pay the Firm hourly instead of a percentage of the gross fee because the hourly fee for the appeal may be less than the percentage of the gross fee applicable to the appeal. In that event, the parties will agree on an hourly arrangement. If the Firm takes attorney fees in lieu of a percentage of the gross recovery for the work done by the Firm through trial, then the Firm shall receive the attorney fees from the appeal. Interest accruing during the appeal shall be apportioned between the firm and the client as set forth above.

20. Any Additional Terms: under this agreement, the Firm will provide representation in the DOL forum and in a state court filing with the realization that the state court proceeding could be removed to federal court by the defendant. Of the hourly fees already paid, the Firm agrees to repay \$10,000 of those fees to client from the proceeds of any settlement or at the time the Firm receives payment after obtaining a favorable award at trial.

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21. This agreement represents the complete understandings of the parties on the subjects covered herein. It shall be construed under the laws and Rules of the State of Washington and that the venue of any action brought to enforce or interpret this agreement shall be King County, Washington.

22. This is a binding contract. Before signing, you should obtain independent legal advice to ensure you understand your obligations. Upon signing, you are bound by the terms of this agreement as is the Firm.

23. Pursuant to Revised Code of Washington 4.24.005, you have a right to petition the court in tort actions to determine the reasonableness of attorney fees. This statute requires that you file a petition not later than 45 days from receipt of the billing or final accounting from the Firm.

DATED THIS 13<sup>th</sup> day of Sept, 2010.  
THE SHERIDAN LAW FIRM, P.S.

By:   
John P. Sheridan  
WSBA #21473

  
Client:

  
Spouse:

As Representative of Marital Community

# **EXHIBIT D**

BUY-SELL AGREEMENT  
OF  
MacDONALD HOAGUE & BAYLESS, P.S.

This Agreement made as of this 20<sup>th</sup> day of December, 2012, by and among the undersigned (hereinafter individually referred to as Stockholder-Director and collectively referred to as "Stockholders") and MacDonald Hoague & Bayless, P.S., a Washington public service corporation (hereinafter referred to as "Corporation").

WHEREAS, the Stockholders are the owners of all of the outstanding capital stock of the Corporation; and

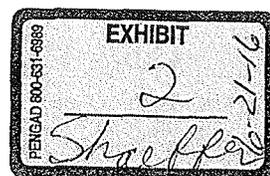
WHEREAS, the Stockholders recognize that there is a need to provide for the purchase by the remaining Stockholders of stock owned by a Stockholder who withdraws from the Corporation for any reason, including but not limited to death, retirement, total disability, or voluntary or involuntary termination (hereinafter referred to as "withdrawal").

NOW THEREFORE, in consideration of the mutual promises contained herein, \$10 and other good and valuable consideration, the Stockholders in the Corporation hereby agree as follows:

1. None of the stock of the Corporation, including shares presently outstanding and all shares of any class which may hereinafter be issued by the Corporation, shall pass hereafter, or be conveyed or encumbered in any manner whatsoever without all of the provisions of the Agreement having been satisfied in full.
2. Upon the withdrawal of a Stockholder the Corporation shall purchase, and the deceased's personal representative or disabled, retired or terminated Stockholder shall

SLF0003

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sell, all of the stock in the Corporation now owned or hereafter acquired by the said Stockholder.

3. As and for a purchase price for the stock, the Corporation shall pay a Stockholder who withdraws from the firm the sum of \$35,000.00 as consideration for the purchase of the stock. As of June 18, 2007, all attorneys who become Stockholders shall pay the sum of \$35,000.00 to the Corporation as consideration for the purchase of stock. The Corporation may finance this payment upon reasonable terms. If the Corporation finances this payment on behalf of a Shareholder, and the Shareholder withdraws before his or her purchase has been paid in full, the Shareholder shall receive only the sum that he or she has actually paid. Each Stockholder shall have the same number of shares.

4. The payment, as provided under Paragraph 3, above, shall be paid by the Corporation to the Stockholder or his/her personal representatives within thirty (30) days of the withdrawing Stockholder's termination date.

5. A Stockholder who withdraws from the firm shall not be paid or entitled to any other compensation, salary continuation, settlement, cash-out, or share of profits following his/her withdrawal.

6. As used herein, total disability shall be deemed to exist if, as and when a Stockholder has been prevented from carrying out his or her normal employment with the Corporation for 180 days by reason of health. The date of total disability shall be conclusively deemed to be the first regular day of business following the expiration of said 180 day period.

7. Any disputes arising hereunder shall be settled pursuant to the rules and under the auspices of the American Arbitration Association, expedited procedures.

8. No individual shall become a Stockholder of the Corporation without, simultaneously therewith, executing this Buy-Sell Agreement as a condition to the receipt of his/her shares in the Corporation.

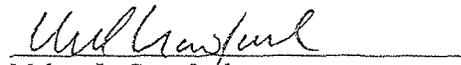
9. These Agreements shall be binding upon and inure to the benefit of the individuals executing this document, all subsequent Stockholders executing this document and their respective heirs, successors and assigns.

10. These Agreements may be executed in counterparts and in the event so executed, all such executed counterparts shall be and be deemed to be a single Buy-Sell Agreement.

11. This Agreement shall not be modified, except in writing, signed by at least 3/4 of the Stockholders then subject to its provisions.

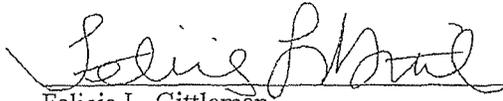
12. This Agreement constitutes a written modification which supercedes all prior Buy-Sell Agreements of MacDonald, Hoague & Bayless, P.S.

  
Andrea Breanneke

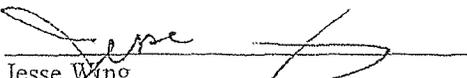
  
Melton L. Crawford

  
Timothy K. Ford

  
Miguel Bocanegra

  
Felicia L. Gittleman

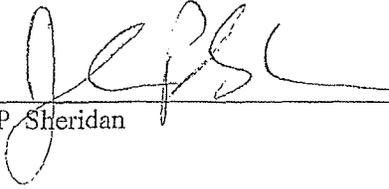
  
Ester Greenfield

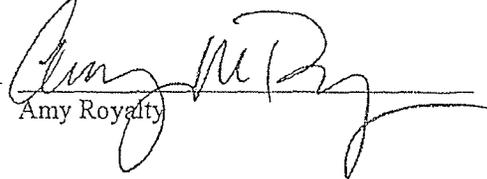
  
Jesse Wing

  
Joseph Shaeffer

  
Andrew Chan

  
Katherine Chamberlain

  
John P. Sheridan

  
Amy Royalty

  
President, MacDonal Hoague & Bayless

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# **EXHIBIT E**

**TRANSITIONAL DIRECTORSHIP AGREEMENT  
BETWEEN JOHN P. SHERIDAN AND  
MACDONALD HOAGUE & BAYLESS**

Whereas John (“Jack”) P. Sheridan and MacDonald Hoague & Bayless desire to have Jack Sheridan join the firm as a Director, the parties hereby memorialize their agreement on the terms on which this will occur. Jack Sheridan and MacDonald Hoague & Bayless agree to be bound by the “Buy-Sell” agreement that will be separately executed, and the MHB Director Compensation Policies, except as modified herein.

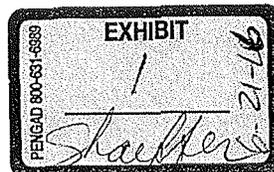
1. Directorship Date and Initial Compensation: Jack Sheridan will join the firm as a Director on January 1, 2013. Prior to his arrival, Mr. Sheridan agrees to pay the amount of \$35,000 as the equitable buy-in as required by the Buy-Sell Agreement. For the first semester of 2013, MHB will pay Mr. Sheridan the “director minimum” draw as any other director, which is currently set at \$80,000 per year, less withholdings and benefits payments. Mr. Sheridan will be subject to any “skipped draws” to the same extent as any other owner, should those occur.

2. Division of Fees on Cases Brought to MHB: For any current case that Mr. Sheridan brings to MHB, fees from any recovery will be divided pro rata based on the amount of work performed before and after January 1, 2013. Fees generated from work performed prior to January 1, 2013, will be paid to the Law Offices of Jack Sheridan. Fees generated from work performed on January 1, 2013 or later will be paid to the MHB Business account to be distributed per the Director Compensation Plan.

3. Adjustment to Director Compensation Percentage: Beginning at the end of the first semester of 2013, MHB will pay Mr. Sheridan Directorship distributions as any other Director under the MHB Director Compensation Plan. Mr. Sheridan understands that his use of staff beginning in January 2013, including his current staff that MHB will hire, will be subject to the “Resource Cost Allocation” (“RCA”) system in place at MHB. Mr. Sheridan’s percentage under the Compensation Plan will be calculated as follows: For the semesters 2010B, 2011A, 2011B, 2012A, and 2012B, MHB will credit Mr. Sheridan with 8.33 percent of the Total Credits under the Compensation Plan, representing a one-twelfth share. For the semester 2013A, and future semesters, MHB will credit Mr. Sheridan in the same way as other Directors are credited: according to his actual Total Credits based on fees actually received by MHB during that semester.

4. Outstanding Liabilities and Line of Credit: Mr. Sheridan agrees that any outstanding liabilities, including bills, debts, rent, etc. shall be his responsibility and shall not be assumed by MHB. Mr. Sheridan will fully disclose the amount and nature of any actual or possible professional liability he may have and MHB will obtain claims made insurance coverage. Mr. Sheridan also agrees to join the “Line of Credit” currently held by the Directors, just like all other directors.

5. Moving Costs: MHB will be responsible for all moving costs of moving Jack Sheridan’s files, equipment, and furniture, and that of his staff, into the MHB offices.



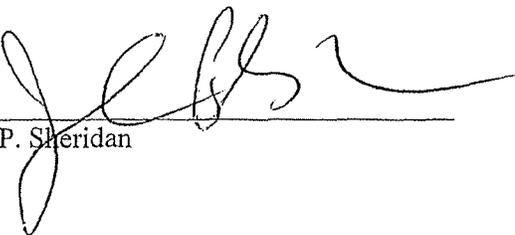
6. Personal Property of Jack Sheridan and the Law Offices of John P. Sheridan: Jack Sheridan agrees to bring his furniture and equipment, and that of his law firm, to MHB, but that such equipment shall remain his property or that of his law firm for all purposes, including tax purposes. Jack Sheridan agrees to create and provide MHB a list of all such property prior to or upon arrival at MHB.

7. Notice to Clients: Jack Sheridan agrees to provide notice of his move to MHB to all current or past clients as required by law or ethics rules. MHB will provide administrative assistance in this process as needed. Mr. Sheridan will obtain consent from all active clients to have MHB act as counsel, and shall amend or supplement all client fee agreements to reflect the terms of the above representation agreement.

8. Trust Accounting: Any moneys currently in Jack Sheridan's trust account to be used for future work in cases will be transferred to MHB's trust account before January 31, 2013, so that it may be used for work performed in January 2013. Mr. Sheridan will obtain written client approval and comply with all ethical and professional obligations regarding those moneys prior to the transfer.

9. All Work Through MHB. Like all MHB lawyers, Mr. Sheridan won't do any work or provide any professional advice except as a Director of MHB, and subject to this agreement.

Dated this 16<sup>th</sup> day of January, 2013.  
Dated this    day of December, 2012.

  
\_\_\_\_\_  
John P. Sheridan

\_\_\_\_\_  
Joseph Shaeffer  
As Managing Director of the Firm  
MacDonald Hoague & Bayless

# **EXHIBIT F**



705 Second Avenue  
Suite 1500  
Seattle, Washington  
98104-1745

English 206.622.1604  
Español 206.694.1685  
Fax 206.343.3961

Alec Bayless (1921-1991)  
Francis Hoague (1909-1993)  
Kenneth A. MacDonald (1917-2012)

Michael J. Allen  
Miguel A. Bocanegra  
Andrea Brenneke  
Katherine C. Chamberlain  
Andrew T. Chan  
Mel Crawford  
Timothy K. Ford  
Katrin E. Frank  
Felicia L. Gittleman  
Ester Greenfield  
Elizabeth Poh  
Amy M. Royalty  
Joe Shaeffer  
Jack Sheridan  
Kirsten Taniguchi  
Beth Touschner  
David J. Whedbee  
Jesse Wing

March 12, 2013

Walter Tamosaitis  
1622 Meadow Hills Drive  
Richland, WA 99352

Dear Walter:

As you know, I am now a partner at MacDonald Hoague and Bayless. As a result, your IOLTA trust funds, if any, have been moved over to my new firm. Also, I closed out the books on the IOLTA account from the Sheridan Law Firm.

As a result of the move, there is some administrative work to be done. I'm attaching several documents for your review. The first is an agreement asking you to acknowledge that the terms of our fee agreement remain in effect and authorizing the MHB staff and attorneys to share attorney client privileged information. The second document is a QuickBooks printout showing the costs incurred by the Sheridan Law Firm through December 31, 2012, and your trust balance or the amount owing. If you owe money, please make a check out to the Sheridan Law Firm and send it to this address. If you have a balance, it has been transferred to the MHB IOLTA account. The third document is an invoice from MHB for any costs or fees incurred since January 1, 2013. That may require you to write a separate check, which should be made out to MHB.

From here on, MHB will be doing all the billing. If you have not already visited my new place on the 15<sup>th</sup> floor of the Hoge Building, I encourage you to do so. Please call me if you have any questions.

Sincerely,

  
John P. Sheridan

JPS:ww

Enclosures

- SLF QB printout
- Agreement (to be signed and returned)
- MHB invoice

I, \_\_\_\_\_, acknowledge that Jack Sheridan has become a partner in the law firm of MacDonald, Hoague & Bayless, and that any monies that remain in trust with the Sheridan Law Firm, P.S., or monies that I pay in the future toward costs or fees in my case, will be transferred to the trust account of MacDonald, Hoague & Bayless (U.S. Bank, First Avenue, Seattle, IOLTA a/c 1-535-0574-7664).

I agree to become a client of MacDonald, Hoague & Bayless, and to permit the members of the firm to share attorney client privileged information. I also acknowledge that Jack will continue as my attorney, and that there is no change in the terms of our fee agreement. As was the case with the Sheridan Law Firm, P.S., if contractor attorneys are utilized by MacDonald, Hoague & Bayless during the hourly portion of the representation, they will be billed to the client at market rates, and will become a part of the payment maximum.

Dated this \_\_\_\_ day of March, 2013.

Client: \_\_\_\_\_

Print: \_\_\_\_\_

MACDONALD HOAGUE & BAYLESS

ATTORNEYS AT LAW  
A PROFESSIONAL SERVICE CORPORATION

1500 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104-1745

TELEPHONE (206) 622-1604  
FAX (206) 343-3961

February 28, 2013

Invoice No. 333789

Walter Tamosaitis  
1622 Meadow Hills Drive  
Richland, WA 99352

10546/1 JPS  
Re: vs. URS

PAYMENT ENCLOSED \$ \_\_\_\_\_

Current Invoice Total:	218.90
Previous Balance:	0.00
Payments Received:	0.00
TOTAL AMOUNT NOW DUE:	\$218.90

**Disbursements**

**Total**

Printing (In House)	218.90	
	Total Disbursements	\$ 218.90

Services rendered after the billing date and payments not yet processed will appear on next month's bill

**The Sheridan Law Firm, P.S.**  
**Transaction Report**  
All Dates

Date	Transaction Type	Num	Name	Memo/Description	Amount
Tamosaitis - Iolta					
08/12/2010	Deposit				10,000.00
08/16/2010	Fee	6210	sheridan Law Firm	fee	(10,000.00)
08/19/2010	Deposit				10,000.00
08/30/2010	Fee	6215	sheridan Law Firm		(10,000.00)
09/10/2010	Deposit				20,000.00
09/13/2010	Check	6227	Benton County Superior Court	Filing fee	(480.00)
09/13/2010	Check		Wsferris-CD 888808797 Seattle		(6.90)
09/13/2010	Check		Wild Ginger/Triple Doo Seattle		(31.65)
09/14/2010	Fee	6228	sheridan Law Firm		(13,800.00)
09/14/2010	Check		Fedex Office #0643 Qps Kennewi		(61.24)
09/14/2010	Check		Fedex Office #0643 Qps Kennewi		(51.52)
09/14/2010	Check		Fedex Office #0643 Qps Kennewi		(7.33)
09/14/2010	Check		Exxonmobil 45449535 Kennewi		(43.80)
09/15/2010	Check		Wsferris-CD 888808797 Seattle		(44.55)
09/20/2010	Fee	6230	sheridan Law Firm	fee	(2,520.00)
10/26/2010	Check	6232	Pronto Process, Inc.	JPSheridan	(452.50)
10/26/2010	Check	6233	ABC Legal Messengers		(244.48)
10/31/2010	Fee		sheridan Law Firm		(3,680.00)
01/25/2011	Check		Russillos Pizza and Ge Yakima		(23.51)
01/26/2011	Check		Ledgestone Hotel Yakima		(111.56)
01/26/2011	Check		Sanlagos Qps Yakima		(19.47)
01/26/2011	Check		Coy 1 Parking Meters Yakima		(2.45)
01/28/2011	Check		5TH Avenue One00837070 Yakima		(69.46)
01/31/2011	Check		Wsferris-Br 888808797 Seattle		(36.45)
03/24/2011	Check		Staples 00111187 Poughke		(1.90)
03/24/2011	Check		Staples 00111187 Poughke		(1.50)
03/29/2011	Check		Alaska A 00272166312651 Seattle		(371.40)
03/29/2011	Check		Sound Transit - So Qps Seattle		(2.50)
03/30/2011	Check		Sound Transit - So Qps Seattle		(2.50)
03/30/2011	Check		Wolfgang Puck 30598312 Seattle		(13.86)
03/31/2011	Check		Courtyard by Marriott Richlan		(147.12)
03/31/2011	Check		Commuter Comforts Cafe Seattle		(11.65)
04/04/2011	Check		Chevron 0091029 Walla W		(96.38)
04/04/2011	Check		The Ups Store #4903 Walla W		(93.01)
04/04/2011	Check		Wsferris-Br 888808797 Seattle		(12.15)
04/05/2011	Check	6260	Benton County Superior Court		(30.00)
04/05/2011	Check		Alaska A 00272166724322 Seattle		(371.40)
04/11/2011	Deposit				371.40
04/21/2011	Check		Shell Oil 57444026607 Issaqu		(89.63)
04/21/2011	Check		Starbucks Corp00089367 Richlan		(2.00)
04/22/2011	Deposit				5,000.00
04/22/2011	Check		Semurai Sems Kennewi		(8.09)
04/25/2011	Check		Wsferris-CD 888808797 Seattle		(36.45)
04/25/2011	Check		Shell Oil 57444579304 Richland		(59.00)
04/26/2011	Check		Sound Transit - So Qps Seattle		(2.50)
04/27/2011	Check		Starbucks C Se30592240 Seattle		(2.70)
04/28/2011	Check		Intercontinental Hotel Washing		(26.50)
04/28/2011	Check		Wash Matronal00053314 Washing		(3.00)
05/02/2011	Check	2615	Sheridan reimb hotel 4/10-21 523.10,meal 4/20 38.88, airfare Rusinko dep 1510.40		(2,081.38)
05/02/2011	Check	2616	Pronto Process, Inc.		(547.50)
05/02/2011	Check	2617	Bridges and Associates		(2,391.85)
05/17/2011	Check		Fedex Office #0643 Kennewi		(10.45)
05/19/2011	Check		Teriyaki Grill Kennewi		(9.08)
05/18/2011	Check		Anthony'S at Columbia Richlan		(54.47)
05/19/2011	Check		Shell Oil 830028832Qps Prosser		(88.94)
05/19/2011	Check		Courtyard by Marriott Richlan		(345.56)
05/19/2011	Check		Wsferris-CD 888808797 Seattle		(45.60)
05/20/2011	Deposit				0.80
05/27/2011	Check		Ups*1Z3F64T30390016016 800-811-		(4.19)
05/27/2011	Check		Burger King		(3.25)
05/31/2011	Check		Courtyard by Marriott Richlan		(176.71)
05/31/2011	Check		Wsferris-Br 888808797 Seattle		(45.60)
05/31/2011	Check		Chevron		(48.14)
06/02/2011	Check	6283	ABC Legal Messengers		(29.75)
06/07/2011	Deposit				6,553.33
06/08/2011	Check	6284	Bridges and Associates		(1,579.50)
06/08/2011	Check	6286	CSP Meda		(387.50)
06/08/2011	Check	6288	Pronto Process, Inc.		(459.90)
06/08/2011	Check	6285	Barclay Adams		(816.00)
06/09/2011	Deposit				1,024.84
06/12/2011	Check	6283	Bridges and Associates		(3,340.75)
06/23/2011	Check		Safeway Store00003350 Kennewick		(9.55)
06/24/2011	Check		Starbucks		(2.11)
06/27/2011	Check		Wsferris-CD 888808797 Seattle		(45.60)
06/27/2011	Check		Oxford Suites Yakima	Hotel one night	(113.06)
07/15/2011	Check		Sanlagos Yakima		(16.38)
07/15/2011	Check		Wsferris-Br 888808797 Seattle		(15.20)
07/18/2011	Check		Courtyard by Marriott Richlan		(179.71)
07/18/2011	Check		Wsferris-CD 888808797 Seattle		(45.60)
07/18/2011	Check		Chevron 0308055 Prosser		(61.20)

07/25/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
07/25/2011	Check		Wsferrries-CD 888808797	Seattle		(45.60)
07/27/2011	Check	30	Sheriff of Davidson County			(22.00)
07/27/2011	Check	29	Davidson County Circuit Court			(6.00)
07/28/2011	Deposit					4,000.00
08/01/2011	Check		Alaska			(265.50)
08/01/2011	Check		Delta			(566.00)
08/01/2011	Check		Delta			(183.00)
08/17/2011	Check		Alaska A	Boise		(15.00)
08/17/2011	Check		Alaska A	Boise		(3,223.55)
08/17/2011	Check		Alaska A	Boise		(15.00)
08/17/2011	Check		Alaska A	Boise		(100.00)
08/22/2011	Check		Wsferrries-CD 888808797	Seattle		(45.60)
08/22/2011	Check		Courtyard by Marriott	Richlan		(183.50)
08/22/2011	Check		Chevron 0308055	Prosser		(58.40)
08/22/2011	Check		3 Margaritas Fam Mex R	Richland		(21.00)
08/22/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
08/22/2011	Check		Sound Transit - So Qps	Seattle		(2.75)
08/22/2011	Check		SanDiegos	Yekima		(19.03)
08/24/2011	Check		Seattle Botanica Ss	Seattle		(6.64)
08/26/2011	Check		Alaska A	Boise		(14.00)
08/26/2011	Check		Alaska A	Boise		(7.00)
08/26/2011	Check		Wolfgang Puck 30598312	Seattle		(16.55)
08/30/2011	Check		Gogo Air			(4.95)
08/31/2011	Check		Gogo Air			(12.65)
09/02/2011	Check		Wsferrries-CD 888808797	Seattle		(30.40)
09/02/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
09/05/2011	Check		Wsferrries-Br 888808797	Seattle		(30.40)
09/06/2011	Check		Wsferrries-CD 888808797	Seattle		(45.60)
09/12/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
09/16/2011	Check		Chevron			(96.54)
09/19/2011	Check		Wsferrries-CD 888808797	Seattle		(30.40)
09/21/2011	Check		Chevron			(77.37)
09/21/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
09/22/2011	Check		Wsferrries-CD 888808797	Seattle		(30.40)
10/03/2011	Check		Wsferrries-Br 888808797	Seattle		(45.60)
10/03/2011	Check		Wsferrries-CD 888808797	Seattle		(45.60)
10/06/2011	Check	5	JN Productions			(779.64)
10/09/2011	Check		Wsferrries-CD 888808797	Seattle		(25.25)
10/07/2011	Check	9	Southern Reporting, Inc.			(709.27)
10/18/2011	Check		QFC			(61.19)
10/18/2011	Check		Horn Rapids RV Resort			(140.96)
10/18/2011	Check		Seattle 684-Park	Seattle		(7.00)
10/19/2011	Check		Wsferrries-Br 888808797	Seattle		(25.25)
10/19/2011	Check		United Parking Service 206-729		Parking	(29.28)
10/24/2011	Check	15	Vowell and Jennings, Inc.			(1,589.08)
10/24/2011	Check	13	Tracy Imaging			(430.95)
10/24/2011	Check	14	Gibson Court Reporting			(714.00)
10/24/2011	Deposit					7,703.40
10/24/2011	Check		Chavron 0308055	Prosser		(91.14)
10/24/2011	Check		Burger King			(4.97)
10/24/2011	Check		Wsferrries-CD 888808797	Seattle		(25.25)
10/25/2011	Check	18	Pronto Process, Inc.			(193.58)
10/25/2011	Check	16	Marlis J. DeJogh			(1,583.20)
10/27/2011	Check		Seattle 684-Park	Seattle		(7.00)
10/28/2011	Check		Chavron 0308055	Prosser		(96.12)
10/28/2011	Check		Wsferrries-Br 888808797	Seattle		(25.25)
10/28/2011	Check		Burger King			(4.97)
10/31/2011	Check		Wsferrries-CD 888808797	Seattle		(25.25)
10/31/2011	Check		Subway			(6.24)
10/31/2011	Check		Holiday Inn Exp Corwin	Corning	Hotel	(148.14)
11/14/2011	Check	2684	U.S. District Court		Federal Filing fee	(350.00)
11/23/2011	Check		Wsferrries-CD 888808797	Seattle		(7.50)
11/28/2011	Check	25	ABC Legal Messengers			(135.00)
11/28/2011	Check		Wsferrries-CD 888808797	Seattle		(25.25)
11/28/2011	Check		Wsferrries-Br 888808797	Seattle		(25.25)
11/30/2011	Check		GA-Campus Parking		Parking to accompany Tamosaitis during testimony	(12.00)
12/01/2011	Check		Shell Oil		Fuel for Olympia trip	(34.82)
12/12/2011	Check		QFC			(45.50)
12/12/2011	Check		Horn Rapids RV Resort			(35.24)
12/13/2011	Check		Wsferrries-Br 888808797	Seattle		(25.25)
12/14/2011	Check		Wsferrries-CD 888808797	Seattle		(25.25)
12/15/2011	Deposit					5,200.00
12/15/2011	Check	5	Bridges and Associates			(1,800.00)
12/16/2011	Check	8	Bridges and Associates			(4,975.70)
01/13/2012	Check		Shell Oil		Fuel for SJ hearing travel	(70.00)
01/30/2012	Check		Wsferrries-Br 888808797	Seattle		(25.25)
01/30/2012	Check		Wsferrries-CD 888808797	Seattle		(25.25)
01/30/2012	Check		Seattle 684-Park	Seattle		(7.00)
01/30/2012	Check		Seattle 684-Park	Seattle		(7.00)
01/31/2012	Check		Seattle 684-Park	Seattle		(7.00)
02/22/2012	Check	7005	ABC Legal Messengers			(162.00)
03/26/2012	Check	2713	Joseph King			(200.00)
03/29/2012	Check	2714	Benton County Clerk			(1,934.25)
04/17/2012	Deposit					4,192.15
04/30/2012	Check	7015	Sound Legal Copy			(513.64)
04/30/2012	Check	7016	ABC Legal Messengers			(105.00)

05/02/2012	Check	QFC			(53.98)
05/07/2012	Check	Courtyard by Marriott	Richlan		(331.70)
05/07/2012	Check	Chevron 0308055	Prosser		(72.57)
05/08/2012	Check	7021	Pronto Process, Inc.		(746.80)
05/31/2012	Check	7025	Vina Dahlen PLLC		(3,880.00)
05/31/2012	Deposit				4,050.00
06/20/2012	Check	Chevron 0308055	Prosser		(55.63)
07/24/2012	Check	2746	Benton County Clerk		(9.75)
09/27/2012	Check	United Parking Service	266-720		(36.60)
11/08/2012	Check	Courts/USDS-WA-E			(455.00)
11/15/2012	Check	Pronto Process, Inc.			(40.00)
12/14/2012	Check	2775	Lynette Walters	Hearing transcript	(88.20)
12/14/2012	Check	2776	Lynette Walters		(66.60)
1/7/2013	Deposit				455.00
01/15/2013	Check	Subway			(7.67)
01/23/2013	Check	2790	Marjls J. DeJogh		(336.20)
				Balance owing to Jack Sheridan	(5,563.24)

# **EXHIBIT G**



705 Second Avenue  
Suite 1500  
Seattle, Washington  
98104-1745

English 206.622.1604  
Español 206.694.1685  
Fax 206.343.3961

Alec Bayless (1921-1991)  
Francis Hoague (1909-1993)  
Kenneth A. MacDonald (1917-2012)

Michael J. Allen  
Miguel A. Bocanegra  
Andrea Brenneke  
Katherine C. Chamberlain  
Andrew T. Chan  
Mel Crawford  
Timothy K. Ford  
Katrin E. Frank  
Felicia L. Gittleman  
Ester Greenfield  
Elizabeth Poh  
Amy M. Royalty  
Joe Shaeffer  
Jack Sheridan  
Kirsten Taniguchi  
Beth Tuschner  
David J. Whedbee  
Jesse Wing

March 12, 2013

Stephen Chaussee  
7980 NE Rocky Ln  
Kingston, WA 98346

Dear Steve:

As you know, I am now a partner at MacDonalD Hoague and Bayless. As a result, your IOLTA trust funds, if any, have been moved over to my new firm. Also, I closed out the books on the IOLTA account from the Sheridan Law Firm.

As a result of the move, there is some administrative work to be done. I'm attaching several documents for your review. The first is an agreement asking you to acknowledge that the terms of our fee agreement remain in effect and authorizing the MHB staff and attorneys to share attorney client privileged information. The second document is a QuickBooks printout showing the costs incurred by the Sheridan Law Firm through December 31, 2012, and your trust balance or the amount owing. If you owe money, please make a check out to the Sheridan Law Firm and send it to this address. If you have a balance, it has been transferred to the MHB IOLTA account. The third document is an invoice from MHB for any costs or fees incurred since January 1, 2013. That may require you to write a separate check, which should be made out to MHB.

From here on, MHB will be doing all the billing. If you have not already visited my new place on the 15<sup>th</sup> floor of the Hoge Building, I encourage you to do so. Please call me if you have any questions.

Sincerely,



John P. Sheridan  
JPS:ww  
Enclosures

- SLF QB printout
- Agreement (to be signed and returned)
- MHB invoice

I, \_\_\_\_\_, acknowledge that Jack Sheridan has become a partner in the law firm of MacDonald, Hoague & Bayless, and that any monies that remain in trust with the Sheridan Law Firm, P.S., or monies that I pay in the future toward costs or fees in my case, will be transferred to the trust account of MacDonald, Hoague & Bayless (U.S. Bank, First Avenue, Seattle, IOLTA a/c 1-535-0574-7664).

I agree to become a client of MacDonald, Hoague & Bayless, and to permit the members of the firm to share attorney client privileged information. I also acknowledge that Jack will continue as my attorney, and that there is no change in the terms of our fee agreement. As was the case with the Sheridan Law Firm, P.S., if contractor attorneys are utilized by MacDonald, Hoague & Bayless during the hourly portion of the representation, they will be billed to the client at market rates, and will become a part of the payment maximum.

Dated this \_\_\_\_ day of March, 2013.

Client: \_\_\_\_\_

Print: \_\_\_\_\_

The Sheridan Law Firm, P.S.  
Transaction Report  
All Dates

	Date	Transaction Type	Name	Memo/Description	Amount
Iolita Liability - Chaussee	08/17/2011	Deposit			10,000.00
	08/25/2011	Fee	Sheridan Law Firm		(9,012.00)
	08/25/2011	Deposit			10,000.00
	09/01/2011	Check	ABC Legal Messengers		(607.95)
	09/12/2011	Fee	Sheridan Law Firm		(3,571.09)
	09/22/2011	Fee	Sheridan Law Firm		(5,728.50)
	10/03/2011	Fee	Sheridan Law Firm		(1,029.81)
	10/4/2011	Check	WSFERRIES-ANACORTES	SEATTL	(41.00)
	10/06/2011	Deposit			1,000.00
	11/28/2011	Check	ABC Legal Messengers		(50.64)
	8/15/2012	Check	Human Rights Commission	document request	(63.00)
	1/18/2013	Fee	Sheridan Law Firm		(658.60)
			IOLTA Balance:		237.41

Chaussee

MACDONALD HOAGUE & BAYLESS

ATTORNEYS AT LAW  
A PROFESSIONAL SERVICE CORPORATION

1500 HOGE BUILDING  
705 SECOND AVENUE  
SEATTLE, WASHINGTON 98104-1745

TELEPHONE (206) 622-1604  
FAX (206) 343-3961

February 28, 2013

Invoice No. 333860

Stephen A. Chaussee  
7980 N.E. Rocky Lane  
Kingston, WA 98346

10534/1 JPS  
Re: vs. WA State Ferries

PAYMENT ENCLOSED \$ \_\_\_\_\_

Current Invoice Total:	1,293.75
Previous Balance:	0.00
Payments Received:	0.00
Payments from Trust Funds:	-237.41
<b>TOTAL AMOUNT NOW DUE:</b>	<b>\$1,056.34</b>

**PROFESSIONAL SERVICES:**

Legal Services Rendered

<u>Date</u>	<u>Wk ID</u>	<u>Description</u>	<u>Hours</u>
01/07/13	JPS	Review and edit discovery letter	.40
01/07/13	JPS	Call opposing counsel	.40

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	
John P. Sheridan	.40	43.52	
John P. Sheridan	.40	550.00	
Total Hours	0.80		
		Total Fees	\$237.41

<u>Disbursements</u>	<u>Total</u>
Courier Service	51.53
Medical Conference/Consultation	185.00
Medical Records	44.08
Messenger & Delivery	518.40
Photocopies	12.10
Printing (In House)	3.90
Service of Process	144.50
Travel	96.83
Total Disbursements	\$1,056.34

Services rendered after the billing date and payments not yet processed will appear on next month's bill

MACDONALD HOAGUE & BAYLESS 705 SECOND AVENUE SUITE 1500, SEATTLE WA 98104-1745 (206)622-1604  
PLEASE MAIL THE UPPER PORTION OF THIS INVOICE WITH YOUR PAYMENT SO THAT WE MAY CREDIT YOUR ACCOUNT  
THIS INVOICE IS PAYABLE UPON RECEIPT. ANY BALANCE REMAINING AFTER THIRTY DAYS SHALL BE CHARGED A LATE FEE  
OF UP TO ONE AND ONE HALF PERCENT PER MONTH

February 28, 2013  
 10534/1  
 Re: vs. WA State Ferries

Invoice No. 333860

TRUST ACTIVITY

Balance brought forward		\$0.00
Trust Deposit: Sheridan Law Firm, P.S. Iolta Trust Account	237.41	
Trust Withdrawal: Applied to Current Charges	-237.41	

TRUST ACCOUNT BALANCE 0.00

**PLEASE NOTE**

If we do not receive instructions from you to the contrary, the amount as indicated above will be withdrawn from your Trust Funds within 5 working days of receipt of this invoice

Services rendered after the billing date and payments not yet processed will appear on next month's bill

# EXHIBIT H

**Subject:** Confidential

**Date:** Tuesday, July 23, 2013 6:32:36 PM Pacific Daylight Time

**From:** Jack Sheridan

**To:** Joseph R. Shaeffer

Joe,

I'm writing to tell you that based on two events that happened last week, I now recognize that I should not remain a partner in the firm. Accordingly, I'm giving notice that I will withdraw from the partnership as of August 31, 2013, and restart my former practice effective September 1, 2013. I think recent events have uncovered some structural difficulties that cannot be easily remedied, and which may explain, to some extent, the profitability issues the firm has been facing.

The first event was a chat I had with Katie on Monday or Tuesday. I asked her if the police chase case was going forward in August. She said it was not and told me that she and Tim had decided to waive the jury after speaking with a Yakima attorney who said that Yakima juries don't favor Hispanic plaintiffs. I told her I thought it was a mistake and that it might mean losing a zero from the verdict. I also told her I had heard the same thing about taking the pipefitter case (*Brundridge v. Fluor*) in front of a jury in Kennewick [because it was a company town and everyone would be against us]. I'm glad I didn't listen. I also invited Katie to join me in representing the two fire fighters I've been talking to, and proposed that she do the writing and I do the depositions. She said she would think about it.

The second event was the Litigation Meeting on Thursday. I had to attend by telephone owing to a briefing deadline, which required that I hide out to write. The two fire fighter cases were on the agenda even though I don't recall asking to put them there. When my time came, I explained that both women worked as fire fighters in different parts of the state, and had done well until new chiefs came into the picture, and now they can't do anything right. I said that I met with each and listened to their stories, and looked each in the eye to determine how they would present to a jury. I said I believed them and thought they had good cases even though their damages may be limited to emotional harm.

Tim, Katie, and Jesse were not impressed. Tim wanted to know what other witnesses had to say (when I told him I had not interviewed other witnesses, but had reviewed some documents, Tim questioned whether CR 11 case law was implicated in taking a case without interviewing other witnesses), and the committee indicated that my submission was inadequate and that it would need to be in writing and much more detailed. Tim said at one point, "That's not how we do things here." Tim then questioned the wisdom of my fee agreements and the hourly billing arrangement. Jesse seemed to think things were getting out of hand and suggested a follow-up meeting—attendance to be limited to the four of us, since this apparently transpired in front of the staff (I was present by phone so could not tell who else was there).

The "waiving the jury" decision and conduct of the litigation committee meeting tells me that our litigation committee has no clue about what makes a good case (especially an employment case) and that we as a firm are afraid of juries. I have concluded that this committee should not be making decisions about which cases we take. Those two events also call into question case selection for all MHB cases, and the ability of the firm to win big cases (or to even position cases to be big cases).[1]

Let me try to explain with an analogy.[2] When impressionists first surfaced, they were criticized by the European academies whose artists had been taught to paint with meticulous detail. Academic art of the time was portrait like. In contrast, impressionists used quick brush strokes to paint the light—the

image being less important than the light. The academics did not understand and rejected impressionist paintings, and argued that it was not art and not worthy of being shown in galleries. So impressionists like Monet (an academy graduate by the way) took to the streets to show their works. Over time, it became apparent that the people understood and loved impressionist painting, even though the academics did not.

Our attorneys are the academics. They are trained by masters and paint beautifully crafted briefs. Their work appeals to judges who are also academics, but they don't understand juries, and don't analyze cases beyond summary judgment. For the academics, the client is just one element of the case. At summary judgment everything is taken as true, so their focus is on what else supports the claim, and they want the "what else" at the outset.

I am the impressionist. I paint with big strokes and paint for the people, which is the jury. For me, in taking a discrimination or whistleblower case, 90% of winning is based on the client telling his or her truth to the jury and the jury believing the client over the lies told by the defendant. If a prospective client is believable and if their undirected statements set out a prima facie case, I will generally see that as a viable case so long as there is one other thing—usually it's a good work history before a new manager arrives on the scene and allegations of bad performance after the arrival. There are other examples, but that is the typical one. Then I go after the defendant to lock in its version of events, and show that its version is a lie. That cannot be done at the outset. That happens during discovery—mostly at depositions. The bottom line for the jury is who to believe? My clients tell the truth and the other side lies. Simple as that, I expose the lies in front of the jury, and absent a bad jury instruction, we should win.

I've had almost 30 years to develop my skills. To better understand my views, I direct you to any one of my fee petition declarations. I take high-risk cases and I win, and I worry less about the state of the law and the "what else" than I do about the truth being told and how effectively the plaintiff tells that truth. Attached to my various declarations, there is a declaration from Luc Martini asking the judge for more time to respond to summary judgment because he was looking for a new attorney after being dumped by his attorneys post-complaint filing. He listed almost every employment lawyer in Seattle to whom he had gone asking for help and been turned away. I was the last lawyer on the list—I took Luc mainly because I believed him and I thought he would present well to a jury. I was willing to risk that we could overcome the legal hurdles associated with his quitting and suing (which was an issue at the time). We won big and made new law. In Pham and Lara, I took their cases after looking each in the eye and listening to their stories. I believed them. We built their cases on cross-examination of their bosses, and we had nothing at the outset except their truth. Again, we won big. Post-trial, Judge Erlick denied a multiplier because my clients could not articulate their claims well, and because (he said) we had very little evidence to support the verdicts. We won at the Supremes on the multiplier issue, and got a multiplier after remand—again we made new law. Wellenbrock, Trinh and Bailey, and the pipefitters are similar fact patterns. Each case brought in 6 figure verdicts or more, and in each case the other side offered \$40k or so to settle. I found that the truth as told by the plaintiffs is the most important consideration in taking and prosecuting a case, and that defendants hate the truth, because it's the only thing they can't beat with unlimited resources. But the truth should not be wasted on a judge or lost forever in a lowball settlement—it should be told to a jury.

My point is that academic attorneys are great at getting the case through summary judgment, but may be poor at getting past a jury, which I think may explain why so many of our attorneys waive the jury and settle for very low numbers. To win big at trial you need a jury, and in front of a jury what really matters is that the plaintiff is telling a truth that is going to sell. That is the basis for taking cases, and that is why I put so much focus on my meeting with the client. Our litigation committee is not able to do that evaluation, because they are academics, and very good academics at that, but they do not focus

on the plaintiff as the paramount factor in case selection. They may not have the experience to be able to look a potential plaintiff in the eye and picture how a jury will view that person. They should not be involved in decisions regarding case selection. But they are involved, and will no doubt continue to be involved. Worse, big cases are being killed before they can get to the jury. This is a problem that cannot be remedied so long as attorneys are afraid of juries and lack the confidence to turn down lowball settlement offers—and there is no indication that this reality can be changed.

When I came here I thought that by partnering, we could have the best of both worlds, because the academics could get us through summary judgment and the impressionists<sup>[3]</sup> could get us through trial and bring in the big verdicts. What I didn't realize until last week is that while the impressionists can understand the academics, the academics cannot understand the impressionists. This is a serious structural defect that cannot be fixed in the real world. So I'm going to peddle my wares on the street as I have done for many years.

I leave with great joy in having been a part of this group, and with a better understanding of art.

I have told no one but you (and Angela). I'm telling you now, even though I'm on vacation (I would rather have said this face to face), so you have adequate time to plan and prepare. I leave it to you to decide the timing of my announcement, and whether and when to share this email with all the partners (I see no harm in that). All I ask is that I have an opportunity to tell my staff before the rest of the staff are told.

I'll take on no more cases while here, but I'll be pleased to take on the fire fighters as my first hourly clients in September. We'll have to figure out what to do with the client list. We'll work it out. I hope that down the road I can partner with individual MHB attorneys on specific cases so we can be an intimidating force one case at a time. Thanks. Jack

---

[1] This doesn't apply to Mel's cases, since he seems to identify his own cases, and they seem to be beyond the committee's expertise.

[2] Please grant me substantial literary license here since I am not an art major, and I have no more than a pedestrian understanding of art.

[3] I think there may be another impressionist or two hiding in the group.

Jack Sheridan  
MacDonald Hoague and Bayless  
705 2nd Ave., Suite 1500  
Seattle, WA 98104  
Tel: 206-622-1604  
Cell: 206-931-7430

# **EXHIBIT I**

## New Proposal

### Two Firms by September 1st:<sup>1</sup>

- We share many of my current cases and split fees 50/50 between firms—at least one MHB partner is named on each shared case. Generally, the MHB partner will write and I will do depositions and be lead counsel in strategy and trial. We will split future costs evenly, but MHB carries costs to date, and gets all costs advanced back in win or settlement, but eats costs to date if we lose. There may be deviations for individual cases.
- Other cases, MHB has hourly interest in work done on cases--not a percentage (quantum meruit approach). MHB gets paid if I get paid, but MHB portion never more than 50% of recovery (other than Swanson and Bichindaritz). I am responsible for MHB costs advanced to date if we lose down the road, but MHB carries costs advanced to date until end of case.
- I can stay or leave the physical space—this is an MHB decision. If I leave, I'll be out by 9/1.
- If I stay in current space as tenant, I pay rent for space and reception (for Beth, me, and Windy). I have separate phone or phone line at reception (Beth will answer that line, "Sheridan Law Firm."), I do my own billing, payroll, insurance, and website beginning 9/1. I get some kind of plaque at elevator saying "Sheridan Law Firm, P.S."
- From here on, cases I bring in are my cases and clients sign up under Sheridan Law Firm contract.
- I am not an MHB partner of course.

### If I remain as MHB partner:

- We work as team to take cases to trial. We adjust our schedules to

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<sup>1</sup> The September 1, 2013 date is based on my upcoming trip to Paris in the first two weeks of September. I don't want to charge that time to MHB if I'm leaving.

address big firm issues—get extensions, continuances, etc.—because we think and act as a team.

- I am lead counsel in major cases, and it's my job to get good settlements or take cases to trial. I do case assignments for employment cases with input from each partner.
- I do case selection for employment law cases.
  - No litigation committee.
  - MHB adopts mixed hourly approach in employment law contracts.
  - New employment cases get spread out between employment lawyers (maybe Joe has unique involvement).
  - We feed new cases to Andre for hourly billing and case setup (document review, timeline creation, complaint drafting).
  - Avoid cases with no damages and only recovery is contingent hourly attorney fees unless good civil justice reason to take such as case.
  - Firm should have one trial scheduled per month.
- We fix infrastructural issues on a short, defined, timetable--web site, email, billing programs—with goal to increase efficiency and lower costs. No idea is off the table: rethink work at home for paralegals and associates.
- Mel,<sup>2</sup> Tim, and David continue to take big cost/recovery cases
  - They decide whether to take a particular case.
  - All MHB cooperates in doing mock juries to evaluate liability and damages at outset (within 60 days of acceptance), and if case looks bad and we can't figure out solution, we dispose of early after we give targeted discovery chance to provide evidence.

---

<sup>2</sup> Mel may be doing ERISA for a while and this may not impact him.

- Guideline is we don't recommend settlement to client below mock jury amount.
  - We never waive the jury unless based on mock jury results.
  - Guideline is we do not partner with other firms on these cases.
- We figure out new partner compensation deal based on new setup—need plan adopted by 9/1.
- Expectation is that each partner increases staff as needed to get the work done and is responsible for that overhead.
- We assemble all SJ motions and responses and make brief bank. Goal to add discovery and sanctions motions, motions in limine, etc. Start with sj motions--one step at a time.
- I get written exit strategy probably like “two firm” proposal above.
- We agree to a period of implementation and duration of trial period—maybe implementation by 9/1 and two-year trial period.

# **EXHIBIT J**

## Partner Leaves Friendly Departure Checklist

### PARTNER LEAVES - FRIENDLY DEPARTURE - A CHECKLIST

Review Partnership Agreement for fee arrangements and abide by the agreement.

Within a law firm, partners and employees are bound by a departing lawyer's duty to protect confidences and secrets. See Rules 1.6 and 1.8(b), SCRPC.

The firm must inform departing partner's clients of the imminent departure in writing and explain that the clients have the right to choose which lawyer will continue with their cases. It is best if these letters are Joint Letters from the law firm and the departing partner. The letters must inform clients of time limitations and time frames and where they can pick up files. See Rule 1.4, SCRPC.

Work with accountant:

Prepare accounts for work-in-progress and, with the accountant's assistance, prepare outstanding disbursements to date for all files for the departing partner to the date of termination.

Refer to the provisions in the contingency fee agreement if the billing is on a contingency fee basis.

If the contingency fee does not provide for the departure of the partner, try to make arrangements with the client and the new lawyer.

If arrangements cannot be made, quantum meruit arguments will have to be made.

For files not billed on a time or contingency basis, an agreement must be reached on the division of the work-in-progress up to the time of the partner's departure and the work-in-progress thereafter.

Note any outstanding accounts and accounts receivable generated by the departure of the partner. These outstanding accounts will necessarily be collected over a period of time - consider how these will be collected, by whom, what records will be kept and by whom, who has access to the records and how the proceeds, less costs of collections, are to be distributed.

Miscellaneous:

For each active file being transferred to another lawyer, the departing partner must prepare a detailed memo on the nature of the file and the work that remains to be done on it, prominently noting upcoming activity and deadlines.

If imminent deadlines or other crucial matters are coming up, discuss how to proceed with the client and the lawyer who will be assuming the file. Where appropriate, obtain continuances, extensions, or motions to substitute counsel and notify client and opposing counsel.

Legal Aid (Judicare) cases are not transferrable. If the departing partner is the lawyer handling the Judicare case and the lawyer is not taking the case with him or her, contact legal aid, which will make a new referral.

Change letterhead, business cards, and signs, if necessary.

Mediate or arbitrate any issues that cannot be resolved. It is best to keep disagreements within the confines of the law firm if at all possible.

# **EXHIBIT K**

**Draft letter for client who will likely go to Sheridan Law Firm**

[client address]

Re: Representation in [case name and number].

Dear \_\_\_\_\_:

The purpose of this letter is to inform you that Jack Sheridan has decided to leave MacDonald Hoague & Bayless effective July 31, 2014 and continue his practice at the Sheridan Law Firm. He is returning to his old address in this building (705 2<sup>nd</sup> Ave., Suite 1200). Because of this, you will need to decide whether you want to have Mr. Sheridan continue to represent you as a client of The Sheridan Law Firm ("SLF"), or to remain a client of MacDonald Hoague & Bayless ("MHB").

Jack Sheridan 6/27/2014 3:06 AM  
Formatted: Superscript

If you choose to have Mr. Sheridan continue to represent you, MHB will no longer be your attorneys. Your IOLTA trust funds, if any, will be moved over to the SLF. Also, MHB will close out the books on your MHB IOLTA account, and the SLF will be doing all the future billing in your case after \_\_\_\_\_, If you stay with MHB, Mr. Sheridan will no longer be your attorney, and the IOLTA trust funds and billings will remain the responsibility of MHB.

Whether you choose to have Mr. Sheridan continue to handle your case or not, the terms of the agreement regarding costs and attorneys' fees will not change. A copy of [your fee agreement with MacDonald, Hoague & Bayless] [the fee agreement you signed with Mr. Sheridan before he joined MacDonald Hoague & Bayless], [and the letter you signed agreeing that MacDonald Hoague & Bayless would also become your lawyers when he became a partner here.]

Mr. Sheridan has been primarily responsible for representing you [both before and] since he joined MacDonald Hoague & Bayless. As a result, we believe it would be in your best interest to have him continue to represent you as your case progresses. However, it is your decision.

Jack Sheridan 6/27/2014 3:01 AM  
Deleted:

Jack Sheridan 6/27/2014 3:08 AM  
Deleted:

So you can let us know of that decision, we are enclosing a form that we ask you to complete and return. Please initial and date the choice you make, sign the form and return it in the enclosed envelope by July 15, 2014.

If you have any questions or concerns about this, and/or if you would like to speak with us in person about this transition, please feel free to contact Mr. Sheridan, and/or Joseph Shaeffer, the Managing Director of MacDonald Hoague & Bayless, at (206) 622-1604.

We have appreciated the opportunity to be of service to you.

MHB

Jack

Joe



DRAFT transfer letter

To:

From: Joseph Shaeffer, MacDonald Hoague & Bayless

Jack Sheridan, The Sheridan Law Firm

Re: [name of case]

Date:

Please initial, sign and date the option you choose for continued representation and return it by July 14, 2014, in the enclosed envelope.

\_\_\_\_\_ I choose to have Jack Sheridan ~~and The Sheridan Law Firm~~ as my attorneys. I request that my file and any trust account I may have at MacDonald Hoague & Bayless be transferred to the Sheridan Law Firm.

Jack Sheridan 6/27/2014 3:02 AM  
Deleted: continue to handle my case at

\_\_\_\_\_ I choose to have MacDonald Hoague and Bayless as my attorneys.

Jack Sheridan 6/27/2014 3:02 AM  
Deleted: take over responsibility for my case from Mr. Sheridan

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CLIENTS TO RECEIVE LETTER SUGGESTING SLF**

Tamaosatis;

Davis/Richards;

W Davis

E Richards

Boyer

Chaussee

Lodis

E Sugiyama

C. Monroe

Rufin/(Jack PLRA case) (mhb fee agreement(PRA))

Sharma

L. Johnson (mhb fee agreement but Jack wikk take so letter needs modification)

|

# **EXHIBIT L**

FILED  
SUPERIOR COURT  
THURSTON COUNTY, WA

2014 AUG 14 AM 11:51

BETTY J. GOULD, CLERK

The Honorable Erik D. Price

STATE OF WASHINGTON  
THURSTON COUNTY SUPERIOR COURT

GRANT BOYER, an individual,

Plaintiff,

v.

STATE OF WASHINGTON,

Defendant.

NO. 11-2-01726-2

SPECIAL VERDICT FORM

We, the jury, make the following answers to the questions submitted by the Court:

Please answer Question No. 1.

**Question No. 1:**

Has Mr. Boyer proved by a preponderance of the evidence that DOR failed to reasonably accommodate an impairment?

Answer: (Write "Yes" or "No") YES

If you answered "no," do not answer any further questions. Sign and return this verdict form. If you answered "yes," answer Question No. 2.

**Question No. 2:** If you answered "yes" to Question No. 1, as defined in these instructions, did the defendant's failure to reasonably accommodate an impairment proximately cause damages to the plaintiff?

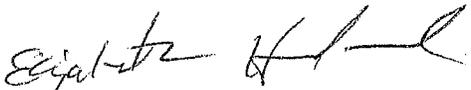
Answer: (Write "Yes" or "No") YES

If you answered "no," do not answer any further questions. Sign and return this verdict form. If you answered "yes," answer Question No. 3.

**Question No. 3:** If you answered "yes" to Questions No. 2, what is the amount of plaintiff's damages, if any, proximately caused by defendant's actions?

Past Wage Loss	\$ <u>45,000</u>
Future Wage Loss and Benefits	\$ <u>Ø</u>
Emotional Harm Damages	\$ <u>30,000</u>

Dated this 14 day of August, 2014.

  
\_\_\_\_\_  
PRESIDING JUROR

# **EXHIBIT M**

EXPEDITE  
No Hearing Set  
Hearing Date: **September 19, 2014**  
Trial Date:  
Time: 9:00  
Judge/Calendar: Price

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SUPERIOR COURT OF WASHINGTON  
FOR THURSTON COUNTY

GRANT BOYER, individually,

Plaintiff,

vs.

STATE OF WASHINGTON,

Defendant.

Case No.: 11-2-01726-2  
Judge Erik D. Price  
Trial Date: August 4, 2014

**PLAINTIFFS' PETITION FOR  
ATTORNEY FEES AND COSTS**

**I. RELIEF SOUGHT**

Plaintiff is seeking additur or a new trial on damages. If the Court grants that motion, then plaintiff asks that the Court make an interim finding regarding fees and costs. That will enable the parties to assess the value of the case to date for settlement purposes, and allow interest to begin accruing on fees and costs to date. If the Court denies that motion, then, the plaintiff asks that the Court to treat this as plaintiff's petition for fees and costs.

1 Pursuant RCW 49.60.030, plaintiff respectfully requests that the Court order the  
2 defendant to pay plaintiffs' attorneys' fees and costs in the above-captioned matter since each  
3 plaintiff prevailed on the core PRA claim. Plaintiff asks that the Court award plaintiff the  
4 requested hourly rates of her attorneys. Plaintiffs request that the defendant be ordered to pay  
5 \$284,868.92 in attorney fees, to pay \$18,105.53 in costs, and to pay a multiplier of  
6 \$225,420.00.  
7

8 Our Supreme Court requires the entry of findings of fact in fee award decisions. *Mahler*  
9 *v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632 (1998). Thus, accompanying plaintiffs' petition are  
10 proposed findings of fact.

## 11 II. STATEMENT OF FACTS

12 This case was filed pro se on May 11, 2011, in King County Superior Court alleging  
13 violations of the Washington Law Against Discrimination, RCW 49.60. The case was tried  
14 before a jury from August 4, 2014, and August 14, 2014, at which time the jury found that the  
15 State had failed to accommodate Mr. Boyer's disabilities in violation of the WLAD, and  
16 awarded \$75,000 in Damages.  
17

## 18 III. ARGUMENT

### 19 A. Legal Basis

20 The legal basis for plaintiffs' attorney fee claims is RCW 49.60.030(2), which provides:

21 Any person deeming himself or herself injured by any act in violation of this  
22 chapter shall have a civil action in a court of competent jurisdiction to enjoin  
23 further violations, or to recover the actual damages sustained by the person, or  
24 both, together with the cost of suit including reasonable attorneys' fees or any  
25 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

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

1 The plaintiff prevailed in this case with a \$75,000 verdict. *See, e.g., Blair v. Wash.*  
2 *State University*, 108 Wn.2d 558, 572 (1987), *Steele v. Lundgren*, 96 Wn. App. 773, 783  
3 (2000). Thus, he is entitled to an award of reasonable attorney fees. Our Supreme Court has  
4 given trial courts broad discretion in awarding attorney fees. “In order to reverse an attorney fee  
5 award, an appellate court must find the trial court manifestly abused its discretion.” *Pham v.*  
6 *Seattle City Light*, 159 Wn.2d 538, 540, 151 P.3d 976 (2007).  
7

### 8 B. Lodestar

9 The Washington State Supreme Court has determined that the calculation of an award  
10 of a reasonable attorney fee involves several determinations, the first of which is the calculation  
11 of a “lodestar figure.” *Id.* (citing *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d 581,  
12 597 (1983)). The lodestar figure is the product of the attorney’s reasonable rate of hourly  
13 compensation multiplied by the number of attorney hours reasonably expended in the litigation.  
14 *Bowers*, 100 Wn.2d at 593. An attorney’s established rate for billing clients is usually the  
15 reasonable hourly rate for calculation of the lodestar. *Id.* at 596-598. “**Where the attorneys in**  
16 **question have an established rate for billing clients, that rate will likely be a reasonable**  
17 **rate.”** *Id.* at 597. Trial judges are in the best position to determine the amount of attorney fees  
18 and costs, and are thus given broad discretion in determining the lodestar. *Pham v. Seattle City*  
19 *Light*, 159 Wn.2d at 540.  
20  
21

22 The Washington State Supreme Court has determined that the calculation of an award  
23 of a reasonable attorney fee involves several determinations, the first of which is the calculation  
24 of a “lodestar figure.” *Id.* (citing *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d 581,  
25 597 (1983)). The lodestar figure is the product of the attorney’s reasonable rate of hourly  
compensation multiplied by the number of attorney hours reasonably expended in the litigation.

1 *Bowers*, 100 Wn.2d at 593. An attorney’s established rate for billing clients is usually the  
2 reasonable hourly rate for calculation of the lodestar. *Id.* at 596-598. “Where the attorneys in  
3 question have an established rate for billing clients, that rate will likely be a reasonable rate.”  
4 *Id.* at 597. Trial judges are in the best position to determine the amount of attorney fees and  
5 costs, and are thus given broad discretion in determining the lodestar. *Pham v. Seattle City*  
6 *Light*, 159 Wn.2d at 540.

8 In assessing the reasonableness of the hourly rates of counsel, the Court should  
9 independently review the billing records submitted by the parties and the declarations of their  
10 attorneys and staff.

11 In determining the reasonable hourly rate of counsel, the Court has the discretion to  
12 apply historical rates (adjusted for inflation) or current rates to the calculation. *Fisher*  
13 *Properties, Inc. v. Arden-Mayfair, Inc.*, 115 Wn.2d 364, 375-376, 798 P.2d 799 (1990); *Steele*  
14 *v. Lundgren*, 96 Wn.App. 773, 785-786, 982 P.2d 619 (2000). Plaintiffs ask the Court to use  
15 current rates. This Court finds that in 2011, the plaintiff entered into a mixed contingent fee  
16 agreement with Mr. Sheridan’s law firm, in which a small portion of the fees were paid hourly.  
17 Sheridan Declaration, Exhibits 1 - 13. Accordingly, this Court has the discretion to award fees  
18 based on either current rates or historical rates with an inflationary adjustment. *Steele* at 785-  
19 786, *Fisher* at 375. I adopt the reasoning in *Copeland v. Marshall*, 641 F.2d 880, 893 (D.C.  
20 Cir. 1980),<sup>1</sup> that the hourly rates used in the lodestar represent the prevailing rate for clients  
21 who typically pay their bills promptly. To encourage attorneys to represent victims of  
22 discrimination, and to compensate those attorneys when they have to wait for several years for  
23  
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25

1 payment, the use of current rates is appropriate. This Court finds that it is appropriate to use  
2 current rates for the contingent portion of this case since representation in this case dates back  
3 to 2011, and plaintiffs' counsel have expended many hours working on this case, mostly  
4 without compensation.

5  
6 In assessing the reasonableness of the hourly rates of counsel, the Court has  
7 independently reviewed the billing records submitted by the parties and the declarations of their  
8 attorneys and staff.

9 Jack Sheridan—Mr. Sheridan requests an hourly rate of \$550 per hour. The \$550 per  
10 hour rate is Mr. Sheridan's established hourly in that he bills hourly clients at that rate.  
11 Sheridan Dec. This rate "will likely be a reasonable rate." *Bowers v. Transamerica Title*  
12 *Insurance Co.*, 100 Wn.2d 581, 597 (1983). From January 1, 2013, through July 31, 2014, Mr.  
13 Sheridan was a partner at MacDonald, Hoague & Bayless, which is a prominent Seattle law  
14 firm that focuses on civil rights and immigration. Sheridan Dec. There, he billed hourly work  
15 at the rate of \$550 per hour. In addition, in *Bichindaritz v. University of Washington*, No. 12-2-  
16 05747-8 SEA, which was a PRA case filed in King County Superior Court, Mr. Sheridan was  
17 awarded his hourly rate of \$550 per hour. Sheridan Dec. Mr. Sheridan's rate is reasonable for  
18 attorneys with his level of experience and expertise. Mr. Sheridan has been an attorney since  
19 1984 and that he has extensive experience as a trial attorney having conducted numerous jury  
20 trials in his career both in the military and in private and public practice. Sheridan Dec. Mr.  
21 Sheridan has focused his practice on civil rights and public interest law since 1994, and that  
22 some of his cases have helped shape the development of Washington law. *See e.g., Martini v.*  
23  
24  
25

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<sup>1</sup> The *Bowers* court discusses *Copeland* extensively in its opinion and cites it favorably regarding calculation of

1 *Boeing*, 137 Wn. 2d 357 (1999), *Brundridge v. Fluor Fed. Services, Inc.*, 164 Wn.2d 432, 191  
2 P.3d 879 (2008), *Pham v. Seattle City Light*, 159 Wn.2d 538, 540, 151 P.3d 976 (2007), *Trinh*  
3 *and Bailey v. City of Seattle*, 2008 Wash. App. LEXIS 1391 (1998), *Johnson v. Chevron*, 159  
4 Wn. App. 18, 244 P.3d 438 (2010), and *Lodis v. Corbis Holdings, Inc.*, 172 Wash. App. 835,  
5 852, 292 P.3d 779, 789 (2013). In *Bichindaritz v. University of Washington*, No. 12-2-05747-8  
6 SEA, plaintiff was awarded a penalty of \$723,000.00 verdict, which is one of the largest  
7 penalties awarded in Washington under the PRA. Sheridan Dec.

9 1. Beth Touschner—plaintiffs request an hourly rate of \$325 per hour. This Court  
10 finds that rate to be reasonable for attorneys with her level of experience and that \$325 per hour  
11 is the rate she currently charges clients who retain her services on an hourly basis. This Court  
12 finds that Ms. Touschner has been an attorney since 2008, and that she has worked for the  
13 Sheridan Law Firm, P.S. for over three years and MHB from January 2013 through August  
14 2014. Touschner Dec. She has supported Mr. Sheridan in drafting pleadings, including  
15 summary judgment responses and appellate briefs, and has second-chaired trials with Mr.  
16 Sheridan, including this one. Touschner Dec. In support of the hourly rate, I note that Mr.  
17 Sheridan has found that Ms. Touschner’s rate is reasonable. Sheridan Dec.

19 Andrew Ackley—Mr. Akley worked for Mr. Sheridan’s firm in the early portion of this  
20 case. Sheridan Dec. He was a partner in the Ackley Law Group, PLLC. Sheridan Dec. His  
21 practice included personal injury and employment law. Sheridan Dec. He was admitted to the  
22 Washington State Bar Association in 2009. Sheridan Dec. Mr. Sheridan billed his time at \$250  
23  
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the lodestar; however, *Bowers* does not specifically address current versus historical rates. *Bowers* at 100 Wn.2d 581, 598.

1 per hour for hourly work, which was reasonable given his experience and the fact that he was  
2 practicing in his own firm. Sheridan Dec.

3 Staff fees—Ashalee May requests an hourly rate of \$200 per hour. Ms. May has  
4 worked as Mr. Sheridan’s paralegal since June 2008, and has provided a diverse range of  
5 services under Mr. Sheridan’s supervision from document management to litigation support,  
6 including drafting document and witness-related pleadings such as lists of primary witnesses  
7 and pre-trial statements. Sheridan Dec. She also interviews witnesses, helps draft witness  
8 declarations, and attends trials when required. Ms. May’s hourly rate has been deemed  
9 reasonable by Mr. Sheridan. Sheridan Dec.

11 **Total Hours Worked**

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

19 Plaintiff billed 894.5 hours in this litigation. “The court must limit the lodestar to hours  
20 reasonably expended, and should therefore discount hours spent on unsuccessful claims,  
21 duplicated effort, or otherwise unproductive time.” *Bowers* at 597. The hours reasonably  
22 expended must be spent on claims having a “common core of facts and related legal theories.”  
23 *Pham*, 159 Wn.2d at 538 (citing *Martinez v. City of Tacoma*, 81 Wn. App. 228, 242-43, 914  
24 P.2d 86 (1996)).  
25

1 Mr. Sheridan and his staff used an electronic billing program to record and edit the time  
 2 billed to this client, and they deducted unbillable, unproductive, and duplicative times and  
 3 reduced time spent based on his business judgment as each time slip was created. Sheridan  
 4 Dec.

5 The plaintiff prevailed on his failure to accommodate claim. The pleadings submitted  
 6 by the plaintiffs and the hours billed were based on a common core of facts and related legal  
 7 theories, and plaintiffs should be compensated for those hours.  
 8

9 The hours expended by the plaintiff in this case were reasonable. Plaintiff's approach  
 10 was economical. Sheridan Dec. (limited hours expended before trial).

11 **Lodestar**

12 Pursuant to *Bowers*, once the hourly rates and total hours worked have been determined,  
 13 “[t]he total number of hours reasonably expended is multiplied by the reasonable hourly rate of  
 14 compensation.” *Bowers*, 100 Wn.2d at 597. That figure becomes the lodestar. The calculation is  
 15 as follows:  
 16

<u>Attorney/Staff</u>	<u>Hourly Rate</u>	<u>Hours Billed</u>	<u>Total</u>
Sheridan (2011 hourly)	\$450 (2011 hourly rate)	4.0	\$ 1,800.00
Sheridan (2011-12 contingent)	\$550 (current rate applied)	0	\$ 0.00
Sheridan (1/13-7/14 MHB contingent)	\$550	89.7	\$ 49,335.00
Sheridan (8/14 SLF contingent)	550	165.0	\$ 90,750.00
Shaeffer (2013 – 7/31/2014 contingent)	425	4.4	\$ 1,870.00
Touschner	\$300 (2011 hourly rate)	0	\$ 0.00
Touschner (2011 hourly)	325	0	\$ 0.00

1	Touschner (2011-12 contingent)	325 (current rate applied)	4.1	\$ 1,332.50
2	Touschner (2013 – 7/31/14 on contingent)	325	90.8	\$ 29,510.00
3	Ackley (2011 hourly)	250.00	65	\$ 16,250.00
4	May	\$175 (2011 hourly rate)	11.14286	\$ 1,950.00
5	May (2011-12 contingent)	200 (current rate applied)	24.15714	\$ 4,831.42
6	May (2013 – 7/31/14 contingent)	200	326.4	\$ 65,280.00
7	May (8/14 SLF contingent)	200	109.8	\$ 21,960.00
8		<b>Total Hours Worked:</b>	<b>894.5</b>	<b>\$ 284,868.92</b>
9				
10			<b>Total Fees Requested for Lodestar:</b>	<b>\$ 284,868.92</b>
11				
12				
13				
14				

15 Sheridan Dec., ¶25. The lodestar in this case is the product of the rates and hours billed as set  
16 forth above, which totals \$528,394.45. This amount is reasonable.

17 **Multiplier**

18 A multiplier is warranted in this case. Mr. Sheridan has indicated that the case was high  
19 risk at the outset owing to the fact that the statute of limitations was about to run, and the client  
20 was on Social Security disability, which made damages problematic. Sheridan Dec. Also, he  
21 did not know at the time he took the case whether the medical testimony would ultimately  
22 come through, which it did. Sheridan Dec.

23 For cases brought under the WLAD, society and the legislature want to encourage  
24 private enforcement, and “the possibility of a multiplier works to encourage [attorneys] to  
25

1 accept difficult cases.” See, *Pham v. Seattle City Light*, 159 Wn.2d at 542. See also,  
2 *Brundridge v. Fluor Fed. Services, Inc.*, 164 Wn.2d 432, 191 P.3d 879 (2008) (50% multiplier  
3 awarded to Sheridan in wrongful discharge case involving eleven plaintiff whistleblowers  
4 owing to risk). A multiplier is warranted here.

5  
6 Adjustments to the lodestar are appropriate to reflect “the contingent nature of success,  
7 and the quality of work performed.” *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d  
8 at 598. In *Pham*, the Supreme Court limited the award of multipliers to account for the high-  
9 risk nature of the case irrespective of quality. *Pham v. Seattle City Light*, 159 Wn.2d at 542.

10 “In adjusting the lodestar to account for this risk factor, the trial court must assess the  
11 likelihood of success at the outset of the litigation.” *Id. quoting Bowers* at 598-599. In *Bowers*,  
12 the Supreme Court held that a 50% multiplier was reasonable, because 1) counsel would not  
13 have been compensated, unless the plaintiff prevailed, 2) plaintiff’s cause of action arguably  
14 was legally unsupported, and 3) the law arguably did not authorize an award of attorneys fees  
15 to the prevailing party.<sup>2</sup> *Id.* at 600-601; see also, *Washington State Physicians Ins. Exchange &*  
16 *Ass’n v. Fisons Corp.*, 122 Wn.2d 299, 335-336 (1993)(50% multiplier; only a *portion* of the  
17 case was contingent); *Herring v. Department of Social & Health Servs.*, 84 Wn.App. 1, 34-35  
18 (1996)(50% multiplier because initial view high-risk); *Guam Soc’y Obstetricians &*  
19 *Gynecologists v. Ada*, 100 F.3d 691 697-698 (9<sup>th</sup> Cir. 1996) (2.0 multiplier for controversial  
20 nature of case); *Oberfelder v. City of Petaluma*, 2002 U.S. Dist. Lexis 8635, pp. 31-33 (N.D.  
21 Cal. 2002) (1.5 multiplier for unusually demanding and costly case).  
22  
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<sup>2</sup> 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 The legislature wants to encourage attorneys to take public interest cases, especially  
2 where wages are improperly withheld as here. In adjusting the lodestar to account for this risk  
3 factor, the trial court must evaluate the likelihood of success at the outset of the litigation.  
4 *Bower* at 598. Most important, "the contingency adjustment is designed solely to compensate  
5 for the possibility . . . that the litigation would be unsuccessful and that no fee would be  
6 obtained". *Id.* at 598-9 citing, *Copeland v. Marshall*, 641 F.2d 880, 893 (D.C. Cir. 1980).  
7 "The risk factor should apply only where there is no fee agreement that assures the attorney of  
8 fees regardless of the outcome of the case." *Id.* at 599. Mr. Sheridan's contract with the  
9 plaintiff provided for only a modest hourly amount and full recovery only if the plaintiffs  
10 succeeded. Sheridan Declaration.  
11

12 Plaintiff suggests that a 100% multiplier should be applied to all the fees earned by Mr.  
13 Sheridan's law firm from August 1, 2014, to date, because the case was won at trial.  
14

15 A small portion of the fees here were hourly under a mixed fee agreement, and plaintiffs  
16 do not seek a multiplier for that hourly amount. In *Washington State Physicians Ins. Exchange*  
17 *& Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 335-336 (1993), the plaintiff also engaged counsel  
18 under a mixed hourly-contingent fee agreement and the Court approved a multiplier  
19 nevertheless. Thus, the hourly portion of the contract is not fatal to plaintiffs' claim for a  
20 multiplier.  
21

22 A multiplier is warranted here to encourage attorneys to take these high-risk cases that  
23 further important public policies. A 100% multiplier is as follows:  
24  
25

<u>Attorney/Staff</u>	<u>Amount Earned from 8/1/14 to Date</u>	<u>50%</u>	<u>Total</u>
Sheridan	\$ 90,750.00	\$ 90,750.00	\$181,500.00
May	\$ 21,960.00	\$ 21,960.00	\$43,920.00
			\$225,420.00

**Costs**

2. RCW 49.60.030 specifically provides for costs. In civil rights cases in Washington, victims of discrimination may recover, “actual costs of the litigation, including expert witness fees, facsimile and copying expenses, cost of depositions, and other out-of-pocket expenses.” *Hume v. American Disposal, Co.*, 124 Wn.2d 656, 674, 880 P.2d 988 (1994), *Xieng v. Peoples Nat. Bank of Washington*, 120 Wn.2d 512, 528-530, 844 P.2d 389 (1993). There is no reason to think that the legislature intended that victims of agency abuses under the PRA should get less.

3. Plaintiffs incurred costs of \$9,567.42 charged to the Sheridan Law Firm, P.S., and \$8,538.11 to MHB in connection with this litigation, which are reasonable. Sheridan Dec., Ex. 10.

**Summary and Allocation**

30. The defendant is ordered to pay the plaintiffs the attorneys’ fees and costs as follows:

Attorney Fees:	\$284,868.92
Costs:	\$18,105.53
Multiplier	\$225,420.00
<b>Total Owing:</b>	<b>\$528,394.45</b>

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**IV. CONCLUSION**

The plaintiffs are submitting findings of fact and conclusions of law in support of the petition, and respectfully ask the Court to adopt them.

DATED this 7<sup>th</sup> day of October, 2013.

THE SHERIDAN LAW FIRM, P.S.

s/John P. Sheridan

By: \_\_\_\_\_  
John P. Sheridan, WSBA # 21473  
Attorneys for the Plaintiffs

1 CERTIFICATE OF SERVICE

2 I, Patti Lane, certify under penalty of perjury under the laws of the State of Washington  
3 and the United States that, on September 11, 2014, I served the document to which this  
4 Certificate is attached, as well as the underlying documents, via email to the party listed below.  
5

6 **Attorneys and Staff for Defendant State of Washington**

7 Steven Abel StevenA@ATG.WA.GOV

8 Suzanne LiaBraaten, SuzanneL@ATG.WA.GOV

9 DATED this 11th day of September, 2014.

10 s/Patti Lane  
11 **Patti Lane, Legal Assistan**

# **EXHIBIT N**

FILED  
SUPERIOR COURT  
THURSTON COUNTY, WA

2014 NOV 24 AM 8:13

BETTY J. GOULD, CLERK

9

- 1  EXPEDITE
- 2  No Hearing Set
- 3  Hearing is Set:
- 4     Date: 11/21/2014
- 5     Time: 9:00 AM
- 6 Judge Erik D. Price

SUPERIOR COURT OF WASHINGTON  
FOR THURSTON COUNTY

EX PARTE

9 GRANT BOYER, individually,  
10                     Plaintiff,  
11                     vs.  
12 STATE OF WASHINGTON,  
13                     Defendant.

11-2-01726-2  
~~(PROPOSED)~~ SECOND AMENDED  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW REGARDING  
PLAINTIFF'S PETITION FOR  
ATTORNEY FEES AND COSTS

15             THIS MATTER came on regularly before this Court on Plaintiff's Petition for Attorney  
16 Fees and Costs. The Court heard the arguments of counsel and considered the following:

17             Plaintiff's Petition for Attorney Fees and Costs;

18             The Declaration of John P. Sheridan in Support of Plaintiff's Petition for Attorney Fees  
19 and Costs with attached exhibits;

20             The Supplemental Declaration of John P. Sheridan in Support of Plaintiff's Petition for  
21 Attorney Fees and Costs with attached exhibits;

22             The Second Supplemental Declaration of John P. Sheridan in Support of Plaintiff's  
23 Petition for Attorney Fees and Costs with attached exhibits;

24             The Declaration of Grant Boyer Regarding Trial Expenses;

~~(PROPOSED)~~ SECOND AMENDED FINDINGS  
OF FACT AND CONCLUSIONS OF LAW  
REGARDING PLAINTIFF'S PETITION FOR  
ATTORNEY FEES AND COSTS - 1

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

tlc

 ORIGINAL

1 The Declaration of Beth Touschner in Support of Plaintiff's Petition for Attorney Fees  
2 and Costs;

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

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

7 The declaration(s) of counsel in opposition to Plaintiff's Petition for Attorney Fees and  
8 Costs with attached exhibits;

9 Plaintiff's Reply and supporting declaration with attached exhibits; and,

10 The record of these proceedings.

11 Having been fully advised, the Court makes the following findings of fact and  
12 conclusions of law, *as explained in Court's oral ruling dated October 31, 2014.*

13 Background *further*

14 1. This case was filed pro se on May 11, 2011, in King County Superior Court  
15 alleging violations of the Washington Law Against Discrimination, RCW 49.60. The case was  
16 tried before a jury from August 4, 2014, and to August 14, 2014, at which time the jury found  
17 that the State had failed to reasonably accommodate an impairment of Mr. Boyer's in  
18 violation of the WLAD, and awarded \$75,000 in Damages.

19 2. Pursuant to RCW 49:60.030(2), it is undisputed that Plaintiff is entitled to an  
20 award of reasonable attorneys' fees and costs. The trial court has great discretion in awarding a  
21 reasonable fee and that great discretion starts with the lodestar. The lodestar is a mathematical  
22 exercise of taking a reasonable rate and multiplying by the reasonable hours.

23  
24 3. Nevertheless, the lodestar is only a starting point, and, thus, the fee calculated  
25 using the lodestar is not necessarily a reasonable fee. *Berryman v. Metcalf*, 177 Wn. App. 674

EP

1 (2013). Following the calculation of a lodestar, the fees can go up or down, depending on the  
2 circumstances.

3 4. In *Chuong Van Pham v. Seattle*, 159 Wn.2d 527 (2007), the Washington State  
4 Supreme Court wrote that:

5 The Washington law against discrimination places a premium on encouraging  
6 private enforcement, and ... the possibly of a multiplier works to encourage civil  
7 rights attorneys to accept difficult cases. While we presume that the lodestar  
8 represents reasonable fees, occasionally a risk multiplier will be warranted,  
because the lodestar figure does not adequately account for the high risk nature of  
the case.

9 *Id.*, at 542.

10 **Plaintiff's Attorneys' Hourly Rates**

11 5. Defendant and Mr. Caryl argue that Plaintiff's requested rates are too high.  
12 Notwithstanding these arguments, the Court finds that the rates requested by plaintiff to be  
13 within the acceptable range for counsel. The Court's prior experience as a partner in a  
14 regional law firm, including familiarity with the issue of rates, competitors' rates, what rates  
15 ought to be, and what the market can and does support with respect to rates, leads the Court to  
16 be persuaded by the plaintiff on the issue of his counsel's rates. While the rates of plaintiff's  
17 counsel may be high, the Court finds the rates requested by plaintiff are within acceptable  
18 ranges.

19 6. The Court declines to award Plaintiff's counsel his current rates for the entirety  
20 of the representation. To the extent that Plaintiff seeks to apply rates that are not the "then-  
21 applying rate" for the time period of the billing, those billings have been adjusted downward to  
22 reflect the "then-applying rate."

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24  
25 **Total Hours Worked and Multiplier**

7. There is a dispute about the hours billed and a dispute about the multiplier.

1 The Court addresses these issues together.

2 8. There is support for defendant's argument that there are challengeable hours  
3 here. There is support for defendant's argument that this was not a tremendously complicated  
4 case, nor one with much risk. But there is also support for Plaintiff's argument that  
5 discrimination cases are viewed differently with respect to multipliers than other cost-shifting  
6 statutes. There is a policy to incentivize counsel to take cases such as this.

7 9. The Court spent an appropriate amount of time looking at the billings and  
8 considering the strengths and weaknesses of the parties' positions. So taking the confluence of  
9 all of these facts together, it exercises its discretion and makes a ruling that it believes  
10 represents a reasonable fee for this matter.

11 10. Plaintiff will be able to collect, at the rates describe above, 100 percent of the  
12 claimed hours and 100 percent of the claimed costs. There will be no multiplier. However, to  
13 the extent that a line-by-line analysis of the billings would reveal some merit to defendant's  
14 arguments about the billings, such as block billing, duplicated or inefficient hours, recovery by  
15 plaintiff of those potentially-challengeable hours represents an upward adjustment of the  
16 lodestar. This upward adjustment would be intended to provide, and in some measure does  
17 provide, the incentivizing of the plaintiff's counsel that our law against discrimination wants to  
18 have encouraged.

19 11. Having reviewed all the materials, considering the positions of the party,  
20 including a sense of the magnitude of the billing infirmities that the Court has mentioned, and  
21 personally having sat through this trial and observed the performance of plaintiff's counsel,  
22 and read many, ~~many, many~~ <sup>EP 9</sup> other inches of materials that have been drafted by plaintiff's  
23 counsel and his team, and having its own observations of the relative difficulty or ease of this  
24 case, this ruling, in the Court's view, represents a reasonable fee.

25

12. Thus, the Court's calculation of a reasonable fee is as follows:

(PROPOSED) SECOND AMENDED FINDINGS  
OF FACT AND CONCLUSIONS OF LAW  
REGARDING PLAINTIFF'S PETITION FOR  
ATTORNEY FEES AND COSTS - 4

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

<u>Attorney/Staff</u>	<u>Hourly Rate</u>	<u>Hours Billed</u>	<u>Total</u>
Sheridan (2011 hourly)	\$450 (2011 hourly rate)	4.0	\$ 1,800.00
Sheridan (2011-12 contingent)	\$550 (current rate applied)	0	\$ 0.00
Sheridan (1/13-7/14 MHB contingent)	\$550	89.7	\$ 49,335.00
Sheridan (8/14 SLF contingent)	\$550	165.0	\$ 90,750.00
Shaeffer (2013 - 7/14 MHB contingent)	\$425	4.4	\$ 1,870.00
Touschner (2011-12 contingent)	\$300 (2011 hourly rate)	4.1	\$1,230.00
Touschner (2011-12 contingent)	\$325 (current rate applied)	0	\$ 0
Touschner (2013 on contingent)	\$325	90.8	\$ 29,510.00
Ackley (2011 hourly)	\$250	65	\$ 16,250.00
May (2011 hourly)	\$175 (2011 hourly rate)	11.14286	\$ 1,950.00
May (2011-12 contingent)	\$175	24.15714	\$ 4,227.50
May (2013 - 7/31/14 contingent)	\$200	326.4	\$ 65,280.00
May (8/1/14 contingent)	\$200	109.8	\$ 21,960.00
	<b>Total Hours Worked:</b>	<b>894.5</b>	<b>\$284,162.50</b>
		<b>Total Fees (Before Fees Related To Fee Petition)</b>	<b>\$284,162.50</b>

See Sheridan Dec., ¶24 (with adjustments made to provide for "then-applying rates").

The lodestar in this case is the product of the rates and hours billed as set forth above, which totals \$284,162.50. The Court finds this amount to be a reasonable fee.

**Fees to prepare Fee Petition**

13. In cases brought under RCW 49.60, *et seq.*, the Court may "award fees for

1 time expended to prepare a fee petition....” *Steele v. Lundgren*, 96 Wn. App. 773, 781 (1999).  
2 Mr. Sheridan submits a supplemental declaration totaling \$17,335 in fees for preparing the fee  
3 petition and related pleadings. Sheridan 2<sup>nd</sup> Supp’l Dec., Ex. 1. MHB attorneys Katherine  
4 Chamberlain and Beth Touschner also submit billings of \$1,600 and \$780, respectively, in  
5 relation to preparing MHB’s fee petition. Chamberlain Dec., ¶¶ 8-9; *accord* Dec., Touschner  
6 Dec., ¶¶ 14. The Court finds that Plaintiff’s fees for preparing the fee petition and related  
7 pleadings, totaling **\$19,715**, are reasonable and awards these fees.

8 14. The Court also finds that for 14.7 hours spent by Plaintiff’s counsel in  
9 preparing for and attending the hearing on the fee petition are reasonable. Sheridan 3<sup>rd</sup> Supp’l  
10 Dec., Ex. 1. Such fees total **\$8,085**. The Court awards these fees.

#### 11 Costs

12 15. Plaintiff submitted the following declarations with exhibits related to costs:

13 <u>Declaration</u>	<u>Total</u>
14 Sheridan Dec. (dated Sept. 11, 2014), Ex. 10	\$ 9,567.42
15 Chamberlain Dec. (dated Sept. 10, 2014), Ex. B	\$ 8,538.11
16 Sheridan 2 <sup>nd</sup> Supp’l Dec. (dated Oct. 28, 2014), Ex. 2	\$ 2,512.30
17 Sheridan 3 <sup>rd</sup> Supp’l Dec. (dated Nov. 13, 2014), Ex. 2	\$ 420.95
18 <b>TOTAL COSTS</b>	<b>\$21,038.78</b>

19 16. The Court finds that the costs submitted are reasonable and awards them.

#### 22 Summary and Allocation

23 17. The defendant is ordered to pay the plaintiff for attorneys’ fees and costs as  
24 follows:  
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Attorney Fees:	\$ 284,162.50
Fees to Prepare Fee Petition pleadings:	\$ 19,715.00
Fees to Prepare for and Attend Hearing on Fee Petition:	\$ 8,085.00
Costs:	\$ 21,038.78
Total Owing:	\$ 333,001.28

DATED this 21<sup>st</sup> day of November, 2014.

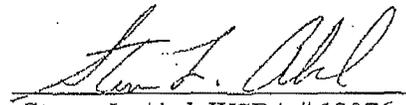


Hon. Erik D. Price  
Thurston County Superior Court

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

By: s/John P. Sheridan  
John P. Sheridan, WSBA # 21473  
Attorneys for Plaintiff

Approved:  
ROBERT W. FERGUSON  
Attorney General

By:   
Steven L. Abel, WSBA # 12076  
Attorneys for Defendant

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**CERTIFICATE OF SERVICE**

I, Patti Lane, certify under penalty of perjury under the laws of the State of Washington and the United States that, on October 28, 2014, I served the document to which this Certificate is attached, as well as the underlying documents, via email to the party listed below.

**Attorneys and Staff for Defendant State of Washington**

Steven Abel StevenA@ATG.WA.GOV

Suzanne LiaBraaten, SuzanneL@ATG.WA.GOV

AnnayaR@atg.wa.gov

KrisE@atg.wa.gov

TORSEAEF@atg.wa.gov

DATED this 12th day of November, 2014.

s/Patti Lane  
Patti Lane, Legal Assistant

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

GRANT BOYER,

Plaintiff/Petitioner

vs

No. 11-2-01726-2

STATE OF WASHINGTON,

DECLARATION OF  
EMAILED DOCUMENT  
(DCLR)

Defendant/Respondent

---

I declare as follows:

1. I am the party who received the foregoing email transmission for filing.
2. My address is: 3400 Capitol Blvd. SE #103, Tumwater WA 98501
3. My phone number is (360) 754-6595.
4. I have examined the foregoing document, determined that it consists of 9 pages, including this Declaration page, and that it is complete and legible.

I certify under the penalty of perjury under the laws of the State of Washington that the above is true and correct.

Dated: November 20, 2014 at Tumwater, Washington.

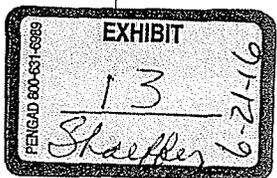
Signature: \_\_\_\_\_

Print Name: James Lincoln

# **EXHIBIT O**

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Hon. Erik D. Price



SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

GRANT BOYER, individually,  
Plaintiff,  
v.  
STATE OF WASHINGTON,  
Defendant.

No. 11-2-01374-7  
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 Grant Boyer, was an attorney at MHB from January 1, 2013 through July 31, 2014.
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. Boyer's case from January 1, 2013 through July 31, 2014, and time spent preparing this fee petition prior to the week of August 25, 2014. See pages 1-15. 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 508.4 hours in pursuit of resolution of this dispute. The hours expended for which Plaintiff seeks compensation are detailed in Exhibit A. The time

DECLARATION OF KATHERINE C. CHAMBERLAIN IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY FEES - 1

MACDONALD HOAGUE & BAYLESS  
705 Second Avenue, Suite 1500  
Seattle, Washington 98104  
Tel 206.622.1604 Fax 206.343.3961

1 spent in pursuit of fees, to date, are contained in the declaration of Beth Touschner, filed  
2 herewith, and in paragraph 9 below.

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 my  
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 \$8,538.11.

9 5. Attorneys Jack Sheridan and Beth Touschner, and paralegal Ashalee May,  
10 performed work on this case and prepared it for trial between January 1, 2013, and July 31, 2014.  
11 MHB attorney Joseph Shaeffer also performed work on this case prior to July 31, 2014. During  
12 that period of time, their hourly rates as billed by MHB were:

13	Jack Sheridan	Attorney	\$550
14	Joseph Shaeffer	Attorney	\$425
15	Beth Touschner	Attorney	\$325
16	Ashalee May	Paralegal	\$200

17 6. Exhibit C is a true copy of excerpts of a declaration filed by attorney Jack  
18 Sheridan in another matter while he worked at MHB, describing his experience and the  
19 experience of paralegal Ashalee May, and identifying their hourly rates. The exhibits to that  
20 declaration are not included here. Exhibit D is a true copy of the trial court's Findings of Facts  
21 and Conclusions of Law in the case of *Bichindaritz v. University of Washington*, in which the  
22 court found the hourly rates of Mr. Sheridan (\$550), Ms. Touschner (\$325), and Ms. May  
23 (\$200), reasonable.

24 7. Exhibit E is a true copy of a declaration filed by MHB attorney Joseph Shaeffer  
25 in another matter, describing his experience, setting forth the range of hourly rates charged by  
26 MHB to hourly and contingent fee clients, and identifying \$425 as his hourly rate. See ¶ 9.  
27

1 Exhibit F is a true copy of the Court's order in that case, implicitly finding Mr. Shaeffer's rate  
2 reasonable. See Pg. 2: 11-26.

3 8. Applying MHB's hourly rates to the hours billed for this case, the lodestar  
4 calculation for work performed when MHB represented Plaintiff (January 1, 2013 to July 31,  
5 2014) and for fee petition work performed prior to the week of August 25, 2014 is as follows:

<u>timekeeper</u>	<u>rate</u>	<u>hours</u>	<u>fees</u>
Sheridan	\$ 550.00	89.7	\$ 49,335.00
Shaeffer	\$ 425.00	4.4	\$ 1,870.00
Touschner	\$ 325.00	90.8	\$ 29,510.00
May	\$ 200.00	326.4	\$ 65,280.00
		511.3	\$ 145,995.00

10  
11 Applying MHB's hourly rates to the hours billed for preparation of this fee petition (as  
12 discounted in ¶9 below), the lodestar calculation for work performed by MHB for fee petition  
13 work from August 25, 2014 forward is as follows:

<u>timekeeper</u>	<u>rate</u>	<u>hours</u>	<u>fees</u>
Chamberlain	\$ 400.00	4	\$1,600.00 (discounted)
Touschner	\$ 325.00	2.4	\$ 780.00
			<u>\$2,380.00</u>

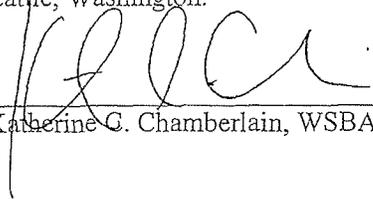
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19 9. I have spent 6.9 hours preparing this declaration and overseeing the preparation of  
20 the exhibits attached hereto, reviewing Beth Touschner's declaration, and conferring with J.  
21 Sheridan and staff at MHB regarding the same. Additional administrative oversight was required  
22 because Mr. Sheridan and Ms. May are no longer employed at MHB. Therefore, I am requesting  
23 compensation for 4.0 hours only (4 hours @ \$400 = \$1,600). I customarily charge \$400 per hour  
24 to hourly clients. I have been an attorney for ten years. After graduating from the University of  
25 Oregon School of Law in 2004, I worked as a plaintiff's civil rights attorney at Walters Chanti &  
26 Zennaché in Eugene, Oregon, before joining MacDonald Hoague & Bayless in Seattle,  
27 Washington, in 2007. I became a partner at MHB in January 2012. My practice focuses on

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plaintiff's employment and civil rights litigation. I am licensed to practice law in Washington, Oregon, and California.

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 10<sup>th</sup> day of September 2014, at Seattle, Washington.

  
Katherine C. Chamberlain, WSBA # 40014

# **EXHIBIT P**

# FINAL ACCOUNTING

CLIENT: Grant Boyer  
CLIENT #: 10531.1  
DATE: December 5, 2014  
RE: *Boyer v. State of Washington*

---

## COURT AWARDED FEES AND COSTS

MHB Fees	\$	145,995.00	
MHB Fees on Fees	\$	2,380.00	
MHB Costs (detailed cost report attached)	\$	8,538.11	
MHB total fees and costs	\$	156,913.11	\$ 156,913.11

## COSTS

Total Costs	\$	8,937.91	
Paid by Client, TO BE DISTRIBUTED TO CLIENT	\$	3,464.30	\$ 3,464.30
Unpaid Costs, TO BE DISTRIBUTED TO MHB	\$	5,473.61	\$ 5,473.61

## ATTORNEYS' FEES

MHB Total Fees	\$	153,952.50	
<i>fee reduction</i>	\$	5,977.30	
Reduced Fees TO BE DISTRIBUTED TO MHB	\$	147,975.20	\$ 147,975.20

## SUMMARY OF FEES AND COSTS DISTRIBUTION BY SLF (after receipt from Clerk) AND MHB (after receipt from SLF)

Fees/Costs Awarded by Court to be Distributed by the Sheridan Law Firm to "MacDonald Hoague & Bayless"	\$	156,913.11
Funds to be Distributed by MHB to "Grant Boyer" for Reimbursement of Costs Paid by Client	\$	3,464.30
Funds to be Retained by MHB for Unpaid Fees and Costs	\$	153,448.81

- 
1. 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 fee and costs.
  2. My attorneys have informed me that some or all of my award, including some or all of the attorneys' fees and costs, may constitute taxable income. My attorneys have further advised that I should consult with my tax advisors with regard to tax treatment the award.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_, WA.

CLIENT

\_\_\_\_\_  
Grant Boyer

# **EXHIBIT Q**

**SHERIDAN LAW FIRM, P.S.**  
**IOLTA TRUST ACCOUNT**  
 700 SECOND AVE SUITE 1200  
 SEATTLE, WA 98104  
 PH: 206-351-5549

7077

DATE 12/26/14

PAY TO THE ORDER OF MacDonald Hoague + Bayless \$ 153,448.81  
One hundred and Fifty-three thousand Four hundred Eighty-eight and 81/100

FOR Boyer Jeff  
 \*007077\* \*125000574\* 2567948

7077      1/2/15      28253686      153,448.81

TO THE ORDER OF  
 US BANK  
 125000574  
 FOR DEPOSIT ONLY  
 MACDONALD HOAGUE &  
 BAYLESS  
 15391381226

7077      1/2/15      28253686      153,448.81

# **EXHIBIT R**

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

STEPHEN CHAUSSEE, an individual,

Plaintiff,

vs.

STATE OF WASHINGTON,

Defendant.

RECEIVED  
SUPERIOR COURT  
THURSTON COUNTY  
2015 MAR 26 PM 4  
Linda Myers Esq.  
Thurston County Clerk

No. 11-2-01884-6

SPECIAL VERDICT

We, the jury, answer the questions submitted by the Court as follows:

Question No. 1: Did Mr. Chaussee prove that he was a whistleblower?

ANSWER:  Yes  No

Question No. 2: Did Mr. Chaussee prove that he was demoted?

ANSWER:  Yes  No

INSTRUCTION: *If you answered "yes" to Questions 1 and 2, answer Question 3. If you answered "no" to either Question 1 or 2, do not answer any further questions and sign the verdict form.*

Question No. 3: Did the State prove:

(a) That the demotion action was taken for reasons unrelated to Mr. Chaussee's status as a whistleblower;

and

(b) That an improper retaliatory motive was not a substantial factor in the decision to demote Mr. Chaussee?

ANSWER: \_\_\_\_\_ Yes  No

INSTRUCTION: *If you answered "Yes" to Question 3, do not answer any further questions and sign the verdict form. If you answered "no" to Question 3, answer Question 4.*

Question No. 4: Did the plaintiff suffer any noneconomic damages that were proximately caused by the Washington State Department of Transportation's decision to demote him?

ANSWER:  Yes \_\_\_\_\_ No

INSTRUCTION: *If you answered "Yes" to Question 4, answer Question 5. If you answered "no" to Question 4, do not answer any further questions and sign the verdict form.*

Question No. 5: What do you find to be the amount of plaintiff's damages?

ANSWER: \$1 Million

INSTRUCTION: *Sign and return this verdict form, and notify the bailiff.*

DATED this 26 DAY of MARCH, 2015.

Brent A. Boehmer  
Presiding Juror

# **EXHIBIT S**

1  EXPEDITE  
2  No Hearing Set  
3  Hearing is Set  
4 Date: **April 24, 2015**  
5 Time: **9:00 a.m**  
6 Judge/Calendar: Tabor

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

9 STEPHEN CHAUSSEE, an individual,

10 Plaintiff,

11 vs.

12 STATE OF WASHINGTON,

13 Defendant.  
14

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

**PLAINTIFF'S ATTORNEY FEE  
PETITION**

15 **I. RELIEF SOUGHT**

16 Pursuant RCW 49.60.030 and 49.60.210, plaintiff respectfully requests that the  
17 Court order the defendant to pay plaintiff's attorneys' fees and costs in the above-  
18 captioned matter since the plaintiff prevailed on his whistleblower claim. Plaintiff asks  
19 that the Court award plaintiff the requested hourly rates of his attorneys and staff, which  
20 have been approved in other cases, and approve the total hours worked, because they are  
21 reasonable. A 0.5 multiplier is appropriate in this case, since this was a high-risk case  
22 from the outset, because Mr. Chaussee was not the actual whistleblower and he had no  
23 economic damages by the time of trial. Plaintiff requests that the defendant be ordered to  
24 pay \$361,207.25 in attorney fees, \$23,931.24 in costs, and to pay a multiplier of  
25

1 \$171,008.88.

2 Our Supreme Court requires the entry of findings of fact in fee award decisions.  
3 *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632 (1998). Thus, accompanying  
4 plaintiff's petition are proposed findings of fact.

5 **II. STATEMENT OF FACTS**

6 This case was filed on December 9, 2011. Plaintiff Stephen Chaussee is a long-  
7 time employee of the State of Washington with Washington State Ferries. During his time  
8 as foreman at the Bainbridge Island Eagle Harbor facility, he was responsible for  
9 supervising Jack Nannery. Between approximately 2006 and 2008, Nannery engaged in  
10 numerous improper governmental actions. As Chaussee's concerns over Nannery's  
11 misconduct grew, he reported them to upper management and sought his managers'  
12 assistance. Five weeks later, an anonymous whistleblower complaint was filed with the  
13 State Auditor's Office. Chaussee was not the whistleblower, but he was perceived as such  
14 by management.  
15

16 After the whistleblower complaint was filed, Chaussee was targeted by upper  
17 management, repeatedly retaliated against, and eventually demoted two levels in 2009,  
18 allegedly for not accurately verifying Nannery's timesheets in 2008. Chaussee grieved his  
19 demotion through his union and prevailed. He has been reinstated, but suffered, and  
20 continues to suffer, emotional harm as the perceived whistleblower.  
21

22 The State moved for summary judgment in the case, which was denied on May 3,  
23 2013. The case was tried to a jury of twelve from March 16-25, 2015. The jury found for  
24 the plaintiff on his claim and awarded emotional harm damages in the amount of \$1  
25

1 million. Judgment was entered on March 26, 2015 against the State in the amount of \$1  
2 million. The defendant sought a new trial or remittitur, and that motion will be heard on  
3 April 24, 2015.

### 4 III. ARGUMENT

#### 5 A. Legal Basis

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

10 RCW 49.60.210(2) provides, " It is an unfair practice for a government agency or  
11 government manager or supervisor to retaliate against a whistleblower as defined in  
12 chapter 42.40 RCW."

13 The legal basis for plaintiff's attorney fee claims is RCW 49.60.030(2), which  
14 provides:

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

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

22 The plaintiff prevailed in this case, and with a \$1 million verdict, achieved  
23 excellent results. *See, e.g., Blair v. Wash. State University*, 108 Wn.2d 558, 572 (1987),  
24 *Steele v. Lundgren*, 96 Wn. App. 773, 783 (2000). Thus, he is entitled to an award of  
25

1 reasonable attorney fees. Our Supreme Court has given trial courts broad discretion in  
2 awarding attorney fees. “In order to reverse an attorney fee award, an appellate court  
3 must find the trial court manifestly abused its discretion.” *Pham v. Seattle City Light*,  
4 159 Wn.2d 538, 540, 543, 151 P.3d 976 (2007)(trial court abused discretion in denying  
5 multiplier based on irrelevant factors).

6 **B. Lodestar**

7 The Washington State Supreme Court has determined that the calculation of an  
8 award of a reasonable attorney fee involves several determinations, the first of which is  
9 the calculation of a “lodestar figure.” *Id.* (citing *Bowers v. Transamerica Title Insurance*  
10 *Co.*, 100 Wn.2d 581, 597 (1983)). The lodestar figure is the product of the attorney’s  
11 reasonable rate of hourly compensation multiplied by the number of attorney hours  
12 reasonably expended in the litigation. *Bowers*, 100 Wn.2d at 593. An attorney’s  
13 established rate for billing clients is usually the reasonable hourly rate for calculation of  
14 the lodestar. *Id.* at 596-598. **“Where the attorneys in question have an established rate**  
15 **for billing clients, that rate will likely be a reasonable rate.”** *Id.* at 597. Trial judges  
16 are in the best position to determine the amount of attorney fees and costs, and are thus  
17 given broad discretion in determining the lodestar. *Pham v. Seattle City Light*, 159 Wn.2d  
18 at 540.

19 In determining the reasonable hourly rate of counsel, the Court has the discretion  
20 to apply historical rates (adjusted for inflation) or current rates to the calculation. *Fisher*  
21 *Properties, Inc. v. Arden-Mayfair, Inc.*, 115 Wn.2d 364, 375-376, 798 P.2d 799 (1990);  
22 *Steele v. Lundgren*, 96 Wn. App. 773, 785-786, 982 P.2d 619 (2000). Here, early billings  
23  
24  
25

1 were hourly, and under the case law, the Court should use historical rates for the hourly  
2 billing, since there was no delay in payment, and current rates should apply for all billing  
3 after that.

4 Plaintiff entered into a mixed contingent fee agreement with Mr. Sheridan's law  
5 firm. Sheridan Declaration, Exhibit 14. The fees paid hourly were billed here at the rates  
6 in effect at the time billed.

7 For the contingent fees, this Court should award current rates because the current  
8 rates billed here are the rates billed hourly clients.

9 In assessing the reasonableness of the hourly rates of counsel, the Court should  
10 independently review the billing records submitted by the parties and the declarations of  
11 their attorneys and staff.  
12

13 Jack Sheridan—Mr. Sheridan requests an hourly rate of \$550 per hour. The \$550  
14 per hour rate is Mr. Sheridan's established hourly rate, in that he bills hourly clients at  
15 that rate and has since January 1, 2013. Sheridan Dec. This rate "will likely be a  
16 reasonable rate." *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d 581, 597  
17 (1983). From January 1, 2013, through July 31, 2014, Mr. Sheridan was a partner at  
18 MacDonald, Hoague & Bayless, which is a prominent Seattle law firm that focuses on  
19 civil rights and immigration. Sheridan Dec. There, he billed hourly work at the rate of  
20 \$550 per hour. In *Bichindaritz v. University of Washington*, King County Case No. 12-2-  
21 05747-8 SEA, which was a PRA case, Mr. Sheridan was awarded his hourly rate of \$550  
22 per hour. Sheridan Dec.¶19. In *Boyer v. State*, Thurston County Case No. 11-2-01726-  
23 2, which was a RCW 49.60 failure to accommodate a disability case, he was also  
24  
25

1 awarded his hourly rate of \$550 per hour. Sheridan Dec. For the hourly portion of this  
2 case, which occurred in 2011, Mr. Sheridan billed hourly clients, including Mr. Chaussee,  
3 at \$450 per hour, which is the rate for which he is asking during that period of time.

4 Sheridan Dec. ¶20.

5 Mr. Sheridan's rate is a reasonable rate for attorneys with his level of experience  
6 and expertise. Mr. Sheridan has been an attorney since 1984 and he has extensive  
7 experience as a trial attorney having conducted numerous jury trials in his career both in  
8 the military and in private and public practice, and his hourly rate has increased in  
9 proportion to his experience and success. Sheridan Dec. ¶¶ 1-22, Exhibits 1-7. Mr.  
10 Sheridan has focused his practice on civil rights and public interest law since 1994, and  
11 some of his cases have helped shape the development of Washington law. *See e.g.*,  
12 *Martini v. Boeing*, 137 Wn. 2d 357 (1999), *Brundridge v. Fluor Fed. Services, Inc.*, 164  
13 Wn.2d 432, 191 P.3d 879 (2008), *Pham v. Seattle City Light*, 159 Wn.2d 538, 540, 151  
14 P.3d 976 (2007), *Trinh and Bailey v. City of Seattle*, 2008 Wash. App. LEXIS 1391  
15 (1998), *Johnson v. Chevron*, 159 Wn. App. 18, 244 P.3d 438 (2010), *Lodis v. Corbis*  
16 *Holdings, Inc.*, 172 Wn. App. 835, 852, 292 P.3d 779, 789 (2013), *Tamosaitis v. URS*  
17 *Inc.*, No. 12-35924, 2015 WL 898187 (9th Cir. Mar. 4, 2015), and *Washington State*  
18 *Dep't of Transp. v. Mendoza de Sugiyama*, 182 Wn. App. 588, 330 P.3d 209 (2014).

19 Sheridan Dec.  
20

21  
22 Beth Touschner—Plaintiff requests an hourly rate of \$325 per hour. Mr. Sheridan  
23 considers that rate to be reasonable for attorneys with her level of experience, and that  
24 \$325 per hour is the rate she charged clients who retain her services on an hourly basis  
25

1 since January 1, 2013. Sheridan Dec. ¶23, Exhibit 8. Ms. Touschner has been an attorney  
2 since 2008, and she worked for the Sheridan Law Firm, P.S. for over three years and  
3 MHB from January 2013 through August 2014. Exhibit 8. She supported Mr. Sheridan in  
4 drafting pleadings, including summary judgment responses and appellate briefs, and has  
5 second-chaired trials with Mr. Sheridan. Exhibit 8. In *Boyer v. State*, Thurston County  
6 Case No. 11-2-01726-2, which was a RCW 49.60 failure to accommodate a disability  
7 case, she was also awarded her hourly rate of \$325 per. Sheridan Dec. ¶20. For the  
8 hourly portion of this case, which occurred in 2011, Ms. Touschner billed Mr. Chaussee  
9 at \$285 per hour, which Mr. Sheridan considers to be reasonable in 2011. Sheridan Dec.  
10

11 Mark Rose—Mark Rose requests an hourly rate of \$350 per hour, which is the  
12 rate he bills hourly clients at the Sheridan Law Firm, P.S. and has done so since joining in  
13 2014. Sheridan Dec. ¶24, Exhibit 9. Mr. Sheridan considers that rate to be reasonable  
14 given his extensive experience (intensive litigation practice since 2009) and education.  
15

16 Staff fees—Ashalee May requests an hourly rate of \$200 per hour. Ms. May has  
17 worked as Mr. Sheridan’s paralegal since June 2008, and has provided a diverse range of  
18 services under Mr. Sheridan’s supervision from document management to litigation  
19 support, including drafting document and witness-related pleadings such as lists of  
20 primary witnesses and pre-trial statements. Sheridan Dec. ¶25. She also interviews  
21 witnesses, helps draft witness declarations, and attends trials when required. Ms. May’s  
22 hourly rate has been deemed reasonable by Mr. Sheridan owing to her education and  
23 extensive litigation experience. Sheridan Dec., Ex. 10. Ms. May’s rate of \$200 per hour  
24  
25

1 was previously awarded by the Honorable Erik Price in *Boyer v. State*, Thurston County  
2 Case No. 11-2-01726-2. Sheridan Dec. ¶20.

3 Patti Lane requests an hourly rate of \$175 per hour. Patti Lane is the office legal  
4 assistant. She provides support to everyone in the office and her duties include  
5 contacting witness, drafting subpoenas, drafting shells for pleadings, organizing hanging  
6 files for trial, executing electronic court filings, setting depositions, and communicating  
7 with opposing counsel staff. Sheridan Dec. ¶26, Exhibit 11.

8  
9 MHB Fees—From January 1, 2013 through July 2014, Mr. Sheridan was a  
10 partner at MacDonald, Hoague & Bayless. Sheridan Dec. His staff went with him to  
11 MHB including Ms. Touschner and Ms. May. Sheridan Dec. ¶22. When he left to re-  
12 form his firm beginning August 1, 2014, Ms. May went with him. Sheridan Dec. ¶25,  
13 Ms. Lane left MHB and joined the SLF in the fall of 2014. Sheridan Dec. ¶26. The  
14 hourly rates on this case during his time at MHB are reasonable and incorporated into the  
15 total fees below. Sheridan Dec. ¶21. As to the hourly rates of other attorneys and staff at  
16 MHB, Ms. Chamberlain has outlined those fees and the reasonableness of those fees for  
17 Andre LaRoche, Ms. Chamberlain, Tim Ford, and Troy Locati. Chamberlain Dec.  
18

19 **Total Hours Worked**

20 Attorneys must document their work. The plaintiff has submitted extensive  
21 billing records for the Court's review. "This documentation need not be exhaustive or in  
22 minute detail, but must inform the court, in addition to the number of hours worked, of  
23 the type of work performed and the category of attorney who performed the work (*i.e.*,  
24  
25

1 senior partner, associate, etc.)” *Bowers* at 597. The records submitted by plaintiffs’  
2 counsel contain sufficient detail under the standard set forth in *Bowers*.

3 Plaintiff billed 975.89 hours in this litigation. “The court must limit the lodestar to  
4 hours reasonably expended, and should therefore discount hours spent on unsuccessful  
5 claims, duplicated effort, or otherwise unproductive time.” *Bowers* at 597. The hours  
6 reasonably expended must be spent on claims having a “common core of facts and related  
7 legal theories.” *Pham*, 159 Wn.2d at 538 (citing *Martinez v. City of Tacoma*, 81 Wn.  
8 App. 228, 242-43, 914 P.2d 86 (1996)).  
9

10 Mr. Sheridan and his staff keep track of hourly billings through use of an  
11 electronic billing system, which permits them to enter time by hand or using a clock  
12 device on the computer. He and his staff made the entries contemporaneously. For the  
13 times attached to this declaration, it was and is his practice to edit times to deduct  
14 unbillable, unproductive, and duplicative time and to reduce time spent based on my  
15 business judgment as each time slip is created. He trained his staff to do the same. He  
16 also reduced staff hours if he found them to be unbillable, unproductive, or duplicative.  
17 Sheridan Dec. ¶27.  
18

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

22 Plaintiff’s approach was economical. Mr. Sheridan has reviewed the total hours  
23 billed at the SLF and MHB and found them to be reasonable, except for certain attorneys  
24  
25

1 and staff he cannot opine. Sheridan Dec., ¶ 28, Exhibit 12. Ms. Chamberlain has opined  
2 as to the total hours worked for those individuals. Chamberlain Dec.

3 **Lodestar**

4 Pursuant to *Bowers*, once the hourly rates and total hours worked have been  
5 determined, “[t]he total number of hours reasonably expended is multiplied by the  
6 reasonable hourly rate of compensation.” *Bowers*, 100 Wn.2d at 597. That figure  
7 becomes the lodestar. The calculation is as follows:  
8  
9

<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
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
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
LaRoche (MHB contingent)	\$225	1.4	\$315.00
Chamberlain (MHB contingent)	\$300	6.7	\$2,010.00
Ford (MHB contingent)	\$600	1.7	\$1,020.00
Locati	\$175	2.3	\$402.50

(MHB contingent)			
	<b>Total Hours Worked:</b>	1102.69	<b>\$361,207.25</b>
		<b>Lodestar:</b>	<b>\$361,207.25</b>

Sheridan Dec., ¶25. The lodestar in this case is the product of the rates and hours billed as set forth above, which totals \$361,207.25. This amount is reasonable.

**Multiplier**

A multiplier is warranted in this case. Mr. Sheridan has indicated that the case was high risk at the outset owing to the fact that Mr. Chaussee was not the whistleblower and had no economic damages by the time of trial, which made liability and damages problematic. Sheridan Dec. Also, even though no medical testimony is required under *Bunch*, the fact that there was no significant medical testimony to support the emotional harm made the case more challenging and the verdict more impressive. Sheridan Dec.

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

Adjustments to the lodestar are appropriate to reflect “the contingent nature of success, and the quality of work performed.” *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d at 598. “In adjusting the lodestar to account for this risk factor, the trial court must assess the likelihood of success at the outset of the litigation.” *Id. quoting*

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

13           The legislature wants to encourage attorneys to take public interest cases. In  
14 adjusting the lodestar to account for this risk factor, the trial court must evaluate the  
15 likelihood of success at the outset of the litigation. *Bowers* at 598. Most important, "the  
16 contingency adjustment is designed solely to compensate for the possibility ... that the  
17 litigation would be unsuccessful and that no fee would be obtained". *Id.* at 598-9 *citing*,  
18 *Copeland v. Marshall*, 641 F.2d 880, 893 (D.C. Cir. 1980). "The risk factor should apply  
19 only where there is no fee agreement that assures the attorney of fees regardless of the  
20 outcome of the case." *Id.* at 599. Mr. Sheridan's contract with the plaintiff provided for  
21  
22  
23  
24

25 <sup>1</sup> 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 only a modest hourly amount and full recovery only if the plaintiff succeeded. Sheridan  
2 Declaration, Ex. 14.

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

8 A small portion of the fees here were hourly under a mixed fee agreement, and  
9 plaintiff does not seek a multiplier for that hourly portion. In *Washington State Physicians*  
10 *Ins. Exchange & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 335-336 (1993), the plaintiff also  
11 engaged counsel under a mixed hourly-contingent fee agreement and the Court approved a  
12 multiplier nevertheless. Thus, the hourly portion of the contract is not fatal to plaintiff's  
13 claim for a multiplier.  
14

15 A multiplier is warranted here to encourage attorneys like Mr. Sheridan to take  
16 these high-risk cases, which further important public policies. A 50% multiplier is  
17 calculated as follows:  
18

$$19 \quad \$361,207.25 \text{ (loadstar)} - \$19,189.50 \text{ (2011 hourly)} = \$342,017.75 \div 2 \text{ (50\%)} =$$
$$20 \quad \quad \quad \$171,008.88 \text{ (multiplier).}$$

21 **Costs**

22 RCW 49.60.030 specifically provides for costs. In civil rights cases in Washington,  
23 victims of discrimination may recover, "actual costs of the litigation, including expert  
24 witness fees, facsimile and copying expenses, cost of depositions, and other out-of-pocket  
25

1 expenses.” *Hume v. American Disposal, Co.*, 124 Wn.2d 656, 674, 880 P.2d 988 (1994),  
2 *Xieng v. Peoples Nat. Bank of Washington*, 120 Wn.2d 512, 528-530, 844 P.2d 389  
3 (1993).

4 Plaintiff incurred costs of \$14,218.80 charged to the Sheridan Law Firm, P.S., and  
5 \$9,712.44 charged to MHB in connection with this litigation, which are reasonable.  
6 Sheridan Dec., Ex. 13, and Chamberlain Dec., Ex. B.

7 **Summary and Allocation**

8 The defendant should be ordered to pay the plaintiff the attorneys’ fees and costs  
9 as follows:  
10

11	Attorney Fees:	\$361,207.25
12	Costs:	\$23,931.24
13	Multiplier	\$171,008.88
14	Total Owing:	\$556,147.37

15  
16 **IV. CONCLUSION**

17 The plaintiff is submitting findings of fact and conclusions of law in support of  
18 the petition, and respectfully asks the Court to adopt them.  
19

20 DATED this 16th day of April, 2015.

21 THE SHERIDAN LAW FIRM, P.S.

22  
23 By: s/John P. Sheridan

24 John P. Sheridan, WSBA # 21473  
25 Attorneys for Plaintiff

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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 **PLAINTIFF'S ATTORNEY FEE PETITION** on the following individual(s):

Counsel for Defendant 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