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COURT OF APPEALS  
DIVISION III  
STATE OF WASHINGTON  
By \_\_\_\_\_

CASE # 359301

COURT OF APPEALS DIVISION III  
OF THE STATE OF WASHINGTON

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Randall Danskin, PS. Respondent  
v.  
Nancy Taormina, Appellant

---

BRIEF OF APPELLANT

AMMENDED

---

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## INTRODUCTION

This case involves an appeal of summary judgment granted by the Stevens County Superior Court for the law firm of Randall Danskin. Michael Wolfe of Randall Danskin was the attorney for the Appellant, Nancy Taormina, pro se. Nancy Taormina hired Attorney Michael Wolfe, of Randall Danskin to file a guardianship petition for John Jasper Tormino, the father of Nancy Taormina. Nancy Taormina began guardianship proceedings for her father because she believed that her brother John K. J. Tormino was exploiting their father.

There was no written fee agreement between Michael Wolfe and Nancy Taormina for the guardianship proceedings. (CP151) The only agreement was oral. (CP 30 & 34)

The guardianship case went on for about a year before a guardian was appointed. The appellant's brother delayed and didn't respond & the judge was sick, on vacation, & had a full schedule.

Mr. Wolfe did not explain to Nancy Taormina that she would be billed for paralegal time. (CP 152) Mr. Wolfe did not explain to

Nancy Taormina what a paralegal does or what hourly rate is charged by Michael Wolfe for her time. (CP 152) Some of the bills had block billing. (CP 77-90,158-167)

On January 26, 2017 the Spokane County Superior Court appointed attorney Jim Spurgetis as the guardian for John Jasper Tormino. (CP 09-22)

On February 2, 2017, attorney Michael Wolfe prepared an order to the Spokane County Superior Court with a request to be paid from the guardianship of John Jasper Tormino, which was denied. (CP 23) The court signed the order prepared and presented by Mr. Wolfe with changes written in by Michael Wolfe. The order stated that Mr. Wolfe's fees were reasonable. The order did not state that Nancy Taormina was required to pay Michael Wolfe. Nancy Taormina was not permitted to contest the fees at the hearing. Not being able to speak at the hearing prevented Nancy Taormina from being able to present her side of the story to the court regarding her fee agreement with Michael Wolfe.

Nancy Taormina believes that summary judgment should not have been granted to Michael Wolfe because at no time has she been allowed to testify regarding the fee agreement and she was

not allowed to contest the fee order when Mr. Wolfe represented her.

There was a genuine issue of material fact that was: What were the terms of the fee agreement between Michael Wolfe and Nancy Taormina? In order to establish the terms of the fee agreement, which was oral, testimony should have been allowed for Nancy Taormina. The testimony would have been heard by the court in order to determine the credibility of the parties regarding the terms of the fee agreement.

## II. ASSIGNMENT OF ERROR

1) The Stevens County Superior Court erred in granting summary judgment for the law firm of Randall Danskin because there was no written fee agreement between Nancy Taormina and Michael Wolfe, and the court order only found Mr. Wolfe's fees to be "reasonable" and did not order Nancy Taormina to pay the fees and costs presented by Mr. Wolfe.

## III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

(a) Should the Stevens County Court have based the summary judgment on an Order for Reasonableness of Fees from Spokane County Superior Court, even though the court order did not order Nancy Taormina to pay Mr. Wolfe?

(b) Should the Stevens County Court have read and reviewed the documents submitted to the court and allowed Nancy Taormina to testify about the terms of the fee agreement with Michael Wolfe because there was no written contact?

(c) Should the Stevens County Court have granted summary judgment when there was a disagreement between Nancy Taormina, the Appellant and Mr. Wolfe about the terms of the oral fee agreement? (Verbatim Transcript of Proceedings at page 3)

(d) Should the Stevens County Court have decided without any testimony that Nancy Taormina had agreed to pay Mr. Wolfe any amount he charged her without limit and that the services were beneficial to the Appellant?

(e) Should the Stevens County Superior Court have granted Mr. Wolfe summary judgment even though there were huge material facts in the amount Ms. Taormina agreed to pay and an absence of evidence that Mr. Wolfe got permission to go beyond the oral fee agreement? .

(f) Should the Stevens County Superior Court have recognized that the Appellant stated that Mr. Wolfe breached their oral contract?

#### STATEMENT OF THE CASE

This is an appeal of a summary judgment for Michael Wolfe of the firm of Randall Danskin. (CP 216-217) In November, 2015, Nancy Taormina hired Michael Wolfe of the law firm Randall Danskin to file a guardianship petition for her father, John Jasper Tormino. (CP 03) On December 3, 2015, the guardianship petition was filed, asking that Nancy Taormina be appointed as the guardian for her father John Jasper Tormino. (CP 04) On January 26, 2017 the Spokane County Superior Court appointed Jim Spurgetis, a certified professional guardian for John Jasper Tormino. (CP 09-19) Attorney Michael Wolfe asked the court to approve reasonableness of his fees for filing the guardianship from the Estate of John Jasper Tormino. (CP 23-25) The court ruled that Nancy Taormina's alleged legal fees would not be paid from the estate of her father. (CP 23-25)

The order states:

"THIS MATTER came regularly before the Court on the Petition of Nancy Taormina, the Petitioner in this guardianship, for an Order approving her costs and fees, and reimbursing them from

the Estate of the Respondent John J. Tormino. The parties appeared by and through their counsel of record.

Having considered the complete file and record herein, including the submissions of the parties, the Court orders as follows(the following words are handwritten, while the rest of the order is typed)"Court found it is not equitable to order fees to children (the next six words are illegible) are set forth in (the final two words are illegible)."

The order then says,

"The legal fees and costs of Randall Danskin incurred by Nancy Taormina are approved as reasonable in the amount of ("handwritten in" \$33,109, and shall (the word "not" is handwritten into the order) be paid by the Guardian of the Estate, James P. Spurgetis, from the assets of the Estate of John J. Tormino." (CP 23, 24)

Michael Wolfe prepared and presented the order approving costs and fees of petitioner for reimbursement from the estate of her father. (CP 23-24)

Mr. Wolfe alleged in his Complaint for Breach of Contract that there was a contract between him and Nancy Taormina. (CP 03-07) The complaint does not contain a copy of a fee agreement or contract between Michael Wolfe and Nancy Taormina. Instead, Mr. Wolfe put in his complaint a section on Promissory Estoppel (CP 05) and a section on Quantum Meruit (CP 06) and another section on Unjust Enrichment (CP 06) which shows that there was

no written fee agreement between Michael Wolfe and Nancy Taormina.

In her affidavit dated January 22, 2018, Nancy Taormina states that there was no written fee agreement between Michael Wolfe and her. (CP 30) Nancy Taormina wrote,

“Mr. Wolfe and I agreed he would charge me \$2500 for the guardianship, and thought that should do it but for sure it wouldn’t go higher than \$5000 if my brother were to drag it out. His fees were \$225 an hour. On 11-25-15 I paid him \$2500.” (CP 30)

In her answer to the complaint for breach of contract, Nancy Taormina wrote,

“I never got a chance to say anything about Mike Wolfe’s bill in court which was totally unreasonable”. (CP 32) Then Nancy Taormina also wrote in her answer to the complaint,

“The bill went far and beyond the top amount of that which Mr. Wolfe was sure all it would be if contested. I intended to pay no more than \$5000 tops but I planned on \$2500. If Mr. Wolfe had told me that it would cost more than \$5000, I never would have hired him.”

Mr. Wolfe wrote in his complaint,

“After the court denied her motion for reimbursement of costs and fees from her father’s estate, Ms. Taormina suggested that she should pay half of her outstanding bill, and then subsequently refused to pay any of it. Currently, the unpaid costs and fees total \$14,790.94” (CP 32)

Nancy Taormina wrote in her answer, "Somewhat true. I offered to pay Mr. Wolfe \$7000 to settle the bill but he refused." (CP 33)

Nancy Taormina wrote in her answer,

"I agreed to hire Mike Wolfe and pay him no more than \$5000 total. He said he never put anything in writing (with me) and he never explained to me that the bill could be as much as it was. I would never have hired him if I had known that the bill would exceed \$5000. His bills are hard to understand. For example, on 7-31-17, I was billed \$381.75 for copies but I have no idea what I was charged per copy or how many copies were made. And, as another example, Mr. Wolfe's bills don't say how much he charges per hour and DJK is billing me but I don't know her title and how much she is paid." (CP 34)

Mr. Wolfe wrote in his complaint, "By reason of the premises, plaintiff is entitled to the amount of \$14,790.14 (CP 06)

Nancy Taormina wrote in her answer,

"Untrue. Because Mr. Wolfe ran up the bill by not listening to me. He told Mayree Beckett, the GAL, not to talk to me but to go through him. I called Mayree Beckett but she would not talk to me" and said to "go through Mike Wolfe." This just ran up my bill." (CP 36)

In his complaint Mr. Wolfe wrote, "WHEREFORE, plaintiff prays for entry of judgment on its behalf against Ms. Taormina for its actual damages, interest including pre-judgment interest, and costs and fees incurred in this matter." (CP 07)

In her answer, Ms. Taormina wrote, "WHEREFORE, defendant prays for relief from even more unreasonable fees that I

have already paid when Mr. Wolfe didn't deserve what he got. Please say that I have paid way more than I agreed to and didn't even get much benefit from what I paid, except for three hours visiting per week, so I don't owe any more."

On May 11, 2016, Michael Wolfe wrote a letter to attorney James Parkins saying that "it is my hope that \$7,500 will be sufficient to cover the contested guardianship hearing and any preliminary work that is required." (CP 156)

Mr. Wolfe asked the Stevens County Superior Court to give him summary judgment, that Nancy Taormina owed him \$14,790.14 in legal fees (CP 05) without giving Nancy Taormina the ability to tell the court her defenses and her understanding of the oral fee agreement. The difference between Mr. Wolfe's version of the oral fee agreement and Nancy Taormina's version of the oral fee agreement are vastly different. (CP 5-7, 38, 45) Mr. Wolfe is not truthful in saying the amount of the balance owed is not disputed when it most certainly is. (CP 45)

The Stevens County Superior Court granted summary judgment for Michael Wolfe of Randall Danskin without ever letting Nancy Taormina have the chance to say what her understanding of the oral fee agreement had been between her and Michael Wolfe. .

(Verbatim Transcript of Proceedings at pages 3-6) The court order from Spokane Co. Superior Ct. did not address the oral fee agreement between Nancy Taormina and Michael Wolfe, nor did it state that Nancy Taormina was ordered to pay Michael Wolfe \$33,109 or any amount. It only found Mr. Wolfe's fees to be "reasonable" based on the order that was prepared by Mr. Wolfe. (CP 23-24)

These are genuine issues of material fact. The Stevens County Superior Court said that only if the Appellant disputed that she had either retained the attorney Mr. Wolfe or that she had an agreement to pay attorneys fees would there be genuine issues of material fact. (Verbatim Transcript of Proceedings at page 3) A material fact is: "A disagreement between opposing parties on facts legally relevant to a claim. It must be plausible which is a material fact. A genuine issue of material fact precludes summary judgement.

([www.law.cornell.edu/wex/genuine issue of material fact](http://www.law.cornell.edu/wex/genuine_issue_of_material_fact)).

The amount of fees Mr. Wolfe claimed was owed was a material fact. It is legally relevant to the claim. Just because the appellant retained Mr. Wolfe and incurred attorneys fees doesn't prove that the amount Mr. Wolfe claims were incurred were in

agreement with Mr. Wolfe's and Ms. Taormina's oral agreement (Verbatim Transcript of Proceedings at page 4), or that they benefitted her.(CP 37

Mr. Wolfe and Ms. Taormina disagreed about the terms of the oral fee agreement. (CP 30) Mr. Wolfe represented that there was no limit on the amount of fees agreed to by Nancy Taormina. (CP 05) Nancy Taormina says that she agreed to pay no more than \$5,000 total and that if she had known the fees would be more than \$5,000 she would not have hired Mr. Wolfe. (CP 34)

Despite the lack of a written fee agreement, Mr. Wolfe sued Nancy Taormina in Stevens County (where Ms. Taormina lives.) (CP 01)

Mr. Wolfe asked the Stevens County Superior Court to give him summary judgment that Nancy Taormina owed him \$14,790.14 in legal fees (CP 51) without giving Nancy Taormina the ability to tell the court her defenses and her understanding of the oral fee agreement. (Verbatim Transcript of Proceedings at pages 3-7) The difference between Mr. Wolfe's version of the oral fee agreement and Nancy Taormina's version of the oral fee agreement is huge. (CP 34-35,37) Mr. Wolfe stated that Nancy Taormina agreed to pay any amount charged by Mr. Wolfe,

including his secretary and legal assistant and unknown amounts for copies (CP 75), while Nancy Taormina states that she agreed to pay no more than \$5,000 total for the guardianship (CP 34) and that if she had known the enormous cost of the guardianship for her father & what Mr. Wolfe wouldn't do for her, she would not have hired Mr. Wolfe. (CP 34)

## ARGUMENT

The standard of review is de novo. *Washington Imaging Services, LLC v. Washington State Department of Revenue*, 171 Wn2d 548, 555, 252 P.3d 885 (2011).

Nancy Taormina argues that the Stevens County Superior Court should not have granted summary judgment to Michael Wolfe because there were genuine issues of material fact due to the oral fee agreement. Summary judgment is appropriate where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. CR 56(c); *Vallandigham v. Cover Park Sch. Dist. No. 400*, 154 Wn.2d 16, 26, 109 P.3d 805 (2005). All facts and reasonable inferences are considered in the light most favorable to the non-moving party. Summary judgment is

appropriate only if, from reviewing all of the evidence, and reasonable persons could reach only one conclusion.

*Vallandigham*, 154 Wn.2d, page 26. The moving party (in this case, Michael Wolfe) had the burden to show there were no genuine issues as to any material fact. If that burden is satisfied, the non-moving party must present evidence demonstrating that material facts are in dispute. (*Vallandigham*, 154 Wn.2d at page 26.)

The judge said in the Verbatim Transcript of Proceedings at pages 3-4, "And to have a genuine issue of material fact-a genuine issue of material fact would be that you dispute that you-retained the attorney, or that you had an agreement to pay attorney's fees. The amount has been determined to be reasonable." But the key point is that the Spokane County Superior Court did not order Nancy Taormina to pay Michael Wolfe \$33,109; it only found that his fees were reasonable, because no one objected. The amount to be paid was subject to any agreement between Michael Wolfe and Nancy Taormina and there is a dispute about that agreement. The Stevens County Superior Court put the cart before the horse when it gave summary judgment to Michael Wolfe because there was no written agreement between Michael Wolfe and Nancy Taormina. Mr. Wolfe's complaint was for Breach of Contract. (CP

3-7) The Stevens County Superior Court should not have given Mr. Wolfe summary judgment.

For example, if Mr. Wolfe had taken the case for a flat fee, then whatever amount the court found to be reasonable, would have been irrelevant. There is a huge disagreement between what Michael Wolfe and Nancy Taormina each say the agreement was. (CP 5,6,30,32,34-38)

But the Stevens County Superior Court wouldn't consider the disagreements and wouldn't let Ms. Taormina explain about the terms of the oral fee agreement. (Verbatim Transcript of Proceedings 3-4)

There was nothing in writing to prove what the agreement was between Nancy Taormina and Michael Wolfe, and by granting summary judgment for Michael Wolfe, the Stevens County Superior Court prevented Nancy Taormina from presenting her side of the story about what the terms of the oral fee agreement were. When the court ordered summary judgment for Mr. Wolfe it cut off Nancy Taormina's right to offer her understanding of the oral fee agreement. The summary judgment also cut off Nancy Taormina's right to have any defenses or to give her version of the terms of the fee agreement.

Mr. Wolfe was representing Ms. Taormina and they were on the same side as he was her attorney. By preparing an order that said his fees were reasonable, without allowing her to object, he took a direct action against her. When the order finding the fees reasonable was signed, Nancy Taormina was not allowed to give testimony in Spokane County Superior Court. (CP 23-25)

There was no order for Nancy Taormina to pay Mr. Wolfe fees. (CP 23,188) Summary judgment implies a previous court order for Ms. Taormina to pay. Mr. Wolfe could have gone back to Judge Triplet and scheduled a hearing on the issue of how much Nancy Taormina owed him, but he didn't. Instead, he sued Nancy Taormina in another county using an order that only said that his fees were reasonable—an order that Michael Wolfe had written up and presented to the judge. How could Judge Triplet order Ms. Taormina to pay when he had no knowledge of Mr. Wolfe's and Ms. Taormina's fee agreement? Mr. Wolfe was not seeking that order anyway. He was seeking for the Appellant's alleged- owed fees to be paid from the Appellant's father's guardianship estate.

There was nothing written that Nancy Taormina was in agreement that she owed Mr. Wolfe his allegedly-owed fees. She was not allowed by Mr. Wolfe to talk in court before Judge Triplet

and he had told her not to disagree with any of the attorneys' fees or she could wind up with all of them. In Appellant's Motion for Reconsideration she wrote, "When Superior Court ruled that Michael Wolfe's fees were reasonable on Feb. 20, 2017, he didn't disclose to the Court that he had told me that if I objected to any of the attys' fees, i.e. the GAL's, his friend's appointed as dad's atty, my brother's, and never said I could object to his, that I could get stuck for everyone's atty fees. The judge never asked Mr. Wolfe if his client had any objections to all the fees. (CP 189)

Mr. Wolfe stated that Nancy Taormina quit paying him after the court order denying payment from her father's estate on February 2, 2017, but she quit paying before. (CP 166-168) When she quit paying, he chose to continue on, hence the summary judgment request, since she stopped paying after paying for July 2016 in Aug. 2016, which Mr. Wolfe's shortened version of the bills omit. (CP 5-7,158-168) Part of the fee agreement was that he was to advocate for Ms. Taormina to be her father's guardian. (CP 62)

Judge Triplet of Spokane Co. Superior Ct. said,"The only positive things I heard about Ms. Taormina's relationship with her dad came from her." (CP 62) Mr. Wolfe made the decision not to call any character witnesses for Ms. Taormina. Part of the fee

agreement was that he was to advocate for Ms. Taormina to be her father's guardian.(CP 62) Mr. Wolfe filed a petition in Spokane County Superior Court seeking to appoint Ms. Taormina as the guardian of the person and of the estate for her father, John J. Tormino." (CP 4)

Mr. Wolfe allowed all of her brother's witnesses to say negative things about Nancy Taormina without calling any witnesses to testify for her (CP 61-67). Mr. Wolfe did not allow Nancy Taormina to testify to refute all the negative assertions and he didn't let her have the character witnesses she had told him about. (CP 61-67)

Judge Triplet believed that the director of Moran Vista where Nancy Taormina's father was living when her brother committed battery against her, was telling the truth saying that Nancy Taormina had struck her brother first. (CP 65) Mr. Wolfe refused to ask Nancy Taormina's brother pertinent questions ,or the director, Andrew Steighner, who witnessed the whole thing but chose to blatantly lie by affirming what Ms. Taormina's brother accused her of (CP 65) That's why Judge Triplet said he had to believe John Jr.'s witnesses, because of lack of any for her. (CP 65)

The Rules of Professional Conduct for Attorneys say at Rule 1.4 that an attorney is supposed to keep a client informed and to tell the client what decisions need to be made. The client is supposed to be the decisionmaker. Section (5) says the lawyer is supposed to

“consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law” and section (b) says, “A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.”

Comment 2 to the Rules says that the rule “requires the lawyer to reasonably consult with the client about the means to be used to accomplish the client's objectives.”

Mr. Wolfe made all the decisions in the case. Jim Spurgetis was appointed as the guardian against the wishes of Ms. Taormina, respondent knowing since their first meeting in Nov. 2015 that she was against Mr. Spurgetis being the guardian under any circumstances. (CP 31)

There is a difference in the bills Mr. Wolfe submitted and the ones that were submitted by Ms. Taormina that she received from Michael Wolfe. (CP 77-93, 158-168) Mr. Wolfe's documents to the Stevens County Superior Court do not show the trust acct. balance

and the amount paid by Ms. Taormina. (CP 77-93,158-168) Mr. Wolfe did not get permission to go beyond the trust amount, he just put charges that exceeded the trust account and sent out the bills. Mr. Wolfe left out the bills for Sept. 2016 and Nov. 2016 but he insinuated to the court by leaving out the Appellant's last payment to him date, that Nancy Taormina stopped paying only after his motion for payment from the estate of Nancy Taormina's father was denied. (CP 5, 23-25). Mr. Wolfe's July bill submitted to the Stevens County Superior Court left off the 2<sup>nd</sup> page of it which shows an enormous bill. (CP 87, 166-168) Ms. Taormina said she complained about the amounts that were beyond the fee agreement and Mr. Wolfe ignored her and sometimes said that they couldn't be helped. (VTP 4,5,8,24,27) Never once did he explain before all of this started happening that he had make a mistake in estimating how much this guardianship could be costing. He should have known from the beginning when her brother had been isolating their father from her and her brother had been asked to resign as PR of their mother's estate in Feb. 2015. (CP 49)

Mr. Wolfe also billed for his legal assistant at \$80 an hour without ever discussing it with Nancy Taormina. In the case of *Collins v. Clark County Fire District No. 5*, 155 Wash.App. 48,

(pages 103, 104) 231, P.3d 1211, (pages 1240, 1241) (2010) the Court of Appeals said, "Plaintiffs are not entitled to attorney fees for the time that Boothe's legal assistants spent on their case."

In the Collins case the trial court said, "in going through the billings, I am disallowing clerk's time; copying costs; Kinko[sic] costs, other than response to discovery; and word processing as all of these costs are inherent with the reasonable attorney fees hourly charge as that takes into account certain costs of overhead."

(Paragraph 123) Without a written fee agreement that agrees to the paralegal's time, copying costs, and other secretarial costs, Mr. Wolfe should have to prove that he told Nancy Taormina she would be charged for these services and that she agreed to pay them.

In the case of *North Coast Electric Co.* 136 Wn.App. 636, 151 P.3d 211, Division One of the Court of Appeals 2007, the court said about billing for nonlawyer time that:

Whether work performed by nonlawyer personnel is compensable in an attorney fee award depends on the following factors: (1) whether the services performed by the nonlawyer are legal in nature; (2) whether performance of the services was supervised by an attorney; (3) whether the qualifications of the nonlawyer are specified in the request for fees in sufficient detail to demonstrate that the person is qualified by virtue of education, training or work experience to perform substantive legal work; (4) whether the nature of the services performed are specified in the request for fees such that the trial court can determine if the

services performed were legal rather than clerical; (5) whether the amount of time expended is set forth in the request and is reasonable and (6) whether the amount charged reflects reasonable community standards for charges by that category of personnel. (pg. 636)

The court also said,

[C]ompensation for preparing pleadings for duplication, preparing and delivering copies, requesting copies, and obtaining and delivering a docket sheet" is not within the realm of "reasonable attorney fees.

[6]¶14 In its brief, North Coast separates the costs of "legal assistants" from the costs of "secretaries." This alone suggests that the secretarial work was not substantive legal work. The description of the fees sought shows that the secretaries performed such tasks as obtaining information from the assessor, preparation of the lien claim, preparation of correspondence to the court, and the preparation of faxes. Although the preparation of the lien claim may be legal in nature, the majority of the work appears clerical. Additionally, North Coast did not specify the qualifications of the secretaries performing the services in sufficient detail to demonstrate that they are qualified by virtue of education, training, or work experience to perform substantive legal work, as required under *Absher*. We conclude that the court did not err in striking the award for secretarial work.

But it is important to say that the North Coast case was based on a written contract that said if one party sued the other and won, the winning party would be entitled to attorneys' fees. But in this case there was no written agreement between Michael Wolfe and Nancy Taormina, and Nancy Taormina never agreed to pay for legal assistant or secretarial services. *Billing Guidelines and Fee*

*Disputes: A Case Law Review* by James P. Schratz in the *Trial Diplomacy Journal* Vol. 18, 159-178 (1995) (CP 110-117) says:

#### BILLING FOR LAW CLERK OR PARALEGAL TIME

The American Bar Association Standing Committee on Legal Assistants defines a legal assistant or paralegal as:

[a] person, qualified through education, training or work experience who is employed or retained by a lawyer, law office, governmental agency or other entity in a capacity or function which involves the performance under the ultimate direction and supervision of an attorney, of specifically-delegated [sic] substantive legal work, which work, for the most part, requires sufficient knowledge of legal concepts that, absent such assistant, the attorney would perform the work.

If an attorney is seeking compensation for the services performed by a paralegal, the qualifications of the paralegal should be established to justify the charge. In *In re Grimes*, 115 B.R. 639 (Bankr. D.S.D. 1990), since there was no evidence of the qualifications of the paralegals submitted to the court, the court denied all compensation for paralegal services.

Mr. Wolfe did not provide proof of the qualifications of his paralegal.

The Stevens County Court should have allowed Nancy Taormina to testify regarding her agreement with Michael Wolfe and the fees he charged her, also about the billing for his legal assistant, because a lot of her work seemed to be secretarial, which costs less than paralegal work, even if they're a paralegal.

## CONCLUSION

Nancy Taormina asks the Court of Appeals to reverse the Stevens County Superior Court order for summary judgment for Michael Wolfe because there were genuine issues of material fact in dispute. The summary judgment order cut off Nancy Taormina's right to defend herself, even though the Spokane County Court did not order her to pay Michael Wolfe \$33,109 or any amount. The Stevens County Court said that there was no order for Nancy Taormina to pay Michael Wolfe. (Verbatim Report of Proceedings 02/23/18 page 21) Nancy Taormina should have been allowed to testify about the oral fee agreement between herself and Michael Wolfe. It was incorrect for the Stevens County Superior Court to grant an order of summary judgment for Michael Wolfe. Nancy Taormina wants the Court of Appeals to reverse the summary judgment order from the Stevens County Superior Court so that she would be able to testify about the terms of the oral fee agreement concerning how much she owed Michael Wolfe in attorney fees and costs.

Ms. Taormina wants the COA to order Mr. Wolfe to return to Ms. Taormina all the costs she has paid him after the \$19,638.23 and reimburse her the costs for the appeal that she paid.

Respectfully submitted this 25<sup>th</sup> day of Sept., 2018

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