

64817-9

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NO. 64817-9-I

**COURT OF APPEALS
DIVISION I
OF THE STATE OF WASHINGTON**

KATIE L. WILSON,

Respondent.

vs.

DEBRA W. MOBLEY,

Appellant,

*Filed
COA
4-28-10
KW*

BRIEF OF RESPONDENT

**BROIHER & WOTIPKA
Jeffrey T. Brohier, WSBA# 8857
1600 Pacific Building
720 Third Avenue
Seattle, WA 98104
206-623-2020**

ORIGINAL

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I. RESPONSE TO APPELLANT'S STATED ISSUES.

Issue 1. Wilson's claims for fraud and undue influence in the negotiation and execution of the purchase and sale agreement did not merge in the subsequent deed. Fraud is a recognized exception to the merger doctrine.

Issue 2. The purchase and sale agreement awards attorney's fees in any action "concerning" the PSA. Wilson's action for fraud and undue influence in the negotiation and execution of the PSA was an action "concerning" the PSA.

Issue 3. The trial court appropriately utilized the lodestar formula in determining reasonable attorney fees in this case. The trial court's ruling expressly stated: "Applying the lodestar formula . . .".

Issue 4. It was within the trial court's discretion under the lodestar formula to apply a multiplier based on the quality of work and the contingent nature of the representation.

II. STATEMENT OF THE CASE.

On December 24, 2009, the trial court entered its Findings of Fact and Conclusions of Law in this case, (CP 83-94), ruling in favor of the plaintiff Katie Wilson on her claims of fraud and undue influence practiced upon her by her own daughter, the appellant Debra Mobley. Mobley has not assigned error to any of the Findings or Conclusions except those pertaining to the

award of attorney fees, so the trial court's Findings are verities on appeal. *Estate of Jones*, 152 Wn.2d 1, 8, 100 P.3d 805 (2004). The appellant did not order a verbatim report of proceedings. The following statement of facts therefore cites directly to the trial court's findings.

In 2007, Katie Wilson was 80 years old, had an 8th grade education, CP 84, had obvious memory deficits, and her capacity for understanding legal and financial transactions and documents was limited. CP 87 ¶ 15. She was a vulnerable adult who was very susceptible to manipulation and easily influenced regarding financial matters. CP 87 ¶ 15.

Mobley is Wilson's daughter. She is college educated and employed by the City of Seattle. CP 84 ¶ 4. Mobley moved into Wilson's house, CP 84 ¶ 4, assumed the role of advisor to Wilson, told Wilson that she could rely on her, and that the transactions she recommended were in Wilson's best interest. CP 84 ¶ 5. Wilson had a confidential relationship with Mobley, by virtue of their parent-child relationship, Mobley's personality, superior education, knowledge and experience, Mobley's assumption of the role of adviser, and Mobley's encouragement that Wilson rely upon her. CP 84 ¶ 5.

Within two weeks after Mobley moved into Wilson's home, Wilson signed a purchase and sale agreement to sell the home to Mobley. Exhibit 1. Wilson signed the various transaction documents relying entirely on

Mobley's advice, CP 86 ¶ 10, and did not even read them. CP 85 ¶ 8. Wilson had no financial need to sell her house, CP 85 ¶ 7, did not intend to sell her house, and did not know that she was selling the house CP 85 ¶ 6. She intended to live in her house for the rest of her life, and to leave it to her children in equal shares. CP 85 ¶ 6.

Mobley knew that the transaction was not in Wilson's interest. CP 88 ¶ 16. She knew that the market value of the house was at least two, and arguably three times the price stated on the PSA. CP 87 ¶13. She falsely represented to Wilson that signing the documents was in Wilson's interest, and intentionally misrepresented the nature of the documents and the transaction. CP 88 ¶ 16.

Mobley paid no money down on the closing of the sale, and all her closing costs were paid from the "seller's" funds on closing. CP 89 ¶ 20. Mobley took out a loan, and gave the bank a deed of trust secured against the house. Mobley immediately transferred the title to her own Living Trust and refinanced it, again paying all the refinance costs from 'seller's' funds at closing. CP 89 ¶ 20.

Wilson never received any money, and was not even aware of the funds. CP 90 ¶ 21. Mobley attempted to have the closing funds wired directly to Mobley's own account. CP 88 ¶ 18; Exhibit 6. Mobley arranged for Wilson to open a new bank account with Mobley as a co-owner and

signatory. CP 88 ¶ 18. Immediately after the closing funds were wired to the new account, Mobley transferred all the funds to her own account. CP 88 ¶ 18. Wilson was not a signatory, owner or beneficiary of that account. CP 89 ¶ 19. Mobley spent a substantial amount of the money on herself. CP 89 ¶ 21. She took no steps to safeguard any interest in the house or the funds for the benefit of Wilson. CP 89 ¶ 19. Nor did she reserve a life estate or other interest in the house for Wilson. CP 89 ¶ 19. She transferred the closing funds and the house to her own Living Trust, of which Wilson was not a beneficiary. CP 89 ¶ 19.

The trial court ruled that Mobley had committed fraud, had breached her fiduciary duty to Wilson, had used undue influence, and had been unjustly enriched. CP 92. The trial court found that rescission was more likely to make Wilson whole than would a money judgment. CP 91 ¶ 28. The court rescinded the sale, restored title to Wilson, and entered a money judgment in Wilson's favor for the balance of the mortgage which Mobley had placed on the title. CP 81; 94.

The PSA provided for attorney fees in disputes:

If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.

Both Wilson (CP 40) and Mobley (CP 52; Appendix A, p. 3, ¶ 9) argued at trial that the Purchase and Sale Agreement signed by the parties authorized an

award of attorney fees. The trial court awarded fees and costs to Wilson. CP 80; 94.

Two months after the court's oral ruling, Wilson filed a motion for an award of attorney fees and for entry of judgment. CP 65. Wilson's motion for fees was supported by a declaration from her attorney and the attorney's time records. (Appendix B). On an hourly basis the time spent computed to approximately \$66,500.00 in fees, and \$3,500 in expenses and costs advanced by the attorneys. CP 69 ¶9. The attorney detailed the contingent nature of the representation, CP 66 ¶2, and the financial risks involved, including that Wilson could not afford to pay any fees, CP 66 ¶2, and that Mobley had no assets either. CP 86 ¶11. Mobley did not file a reply to the motion for attorney fees, but filed a *pro se* request for continuance. CP 70. The trial court analyzed the fees application using the lodestar method, and applied a multiplier based on the contingent representation. CP 91-92. Finding of Fact No. 29 states:

29. The plaintiff was represented by counsel in this action on a contingent fee basis, which was necessary because of plaintiff's financial circumstances. Applying the lodestar formula, the amount of time plaintiff's attorneys spent on this case was reasonable, their hourly rates are reasonable considering the experience of counsel and the facts of this case. The attorney's work was of high quality, and the fee award should recognize the contingent nature of the representation. Plaintiff's reasonable attorney's fees are \$120,000. Plaintiff's awardable costs in this action are \$785.30.

Mobley's appeal in this case is confined to the attorney fees award.

III. ARGUMENT.

1. Standard of Review.

Whether a party is entitled to attorney fees is an issue of law which is reviewed de novo. *Ethridge v. Hwang*, 105 Wn.App. 447, 460, 20 P.3d 958 (2001). The amount of attorney fees awarded is a matter of the trial court's discretion, and this Court reviews the reasonableness of fee awards on an abuse of discretion standard. *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632 (1998). Attorney's fees are recoverable as costs of litigation if they are permitted by contract, statute, or recognized ground in equity. *Hudson v. Condon*, 101 Wn.App 866, 877, 6 P.3d 615 (2000). Wilson was entitled to fees under the PSA between the parties, which broadly provides for fees in actions "concerning" the PSA.

2. Appellant's Issue 1. Wilson's claims for fraud in the negotiation and execution of the purchase and sale agreement did not merge in the subsequent deed. Fraud is a recognized exception to the merger doctrine.

This part of Mobley's argument is disposed of by *Brown v. Johnson*, 109 Wn.App 56, 59-60, 34 P.3d 1233 (2001). In *Brown*, a buyer sued for fraud, and the trial court awarded the buyer fees under a fees provision in the purchase and sale agreement that was essentially identical to the one in the present case.

Johnson argues that Brown is not entitled to fees because the purchase and sale agreement merged with the deed upon transfer and the deed does not provide for attorney fees. . . .

But the doctrine of merger has its exceptions, one of which includes actions based on fraud or mistake. . . .

“[T]he merger doctrine does not bar actions based on fraud, misrepresentation, or mistake.” *Ross v. Kirner*, 162 Wn.2d 493, 498, 172 P.3d 701 (2007)(citations omitted). Wilson sued for fraud, CP 3, the trial court found fraud, CP 92, and the merger doctrine does not apply.

Further, Mobley did not raise merger as an affirmative defense in her Answer to the Complaint, CP 20, the trial court never heard the merger argument, and Mobley should not be allowed to raise this issue for the first time on appeal. RAP 2.5(a).

3. Appellant’s Issue 2. The Purchase and Sale Agreement awards attorney’s fees in any action “concerning” the PSA. Wilson’s action for fraud and undue influence in the negotiation and execution of the PSA is an action “concerning” the PSA.

A. Mobley’s argument that the trial court should not have awarded attorney fees under the purchase and sale agreement is inconsistent with her position at trial, and is barred by judicial estoppel and the rule that an issue may not be first raised on appeal.

Mobley herself cited the PSA’s attorney fees provision as the basis for a fees award in her trial brief (CP 52), and requested fees from the trial court based on the PSA fees provision in her Proposed Findings of Fact. Appendix A, p. 3 ¶9. Mobley therefore should not be heard to argue on appeal that the

trial court could not award fees based on the PSA. At the least, that would be invited error. A party may not use theories to her advantage at trial and then argue on appeal that they were erroneously accepted by the trial court. *Zimmerman v. Kyte*, 53 Wn.App. 11, 14, 765 P.2d 905 (1988). Mobley is barred by the doctrine of judicial estoppel from “asserting one position in a judicial proceeding and later taking an inconsistent position to gain an advantage.” *Ashmore v. Estate of Duff*, 165 Wn.2d 948, 951, 205 P.3d 111 (2009). Mobley’s position on appeal is clearly inconsistent with the position she took at trial, it creates the perception that either this court or the trial court was misled, and it would result in an unfair advantage to Mobley if accepted. Mobley may not raise this issue on appeal, as it contradicts her position at trial.

B. The broad fees provision of the PSA authorizes fees in any action “concerning” the PSA, i.e., “related to” the PSA.

The PSA (Exhibit 1) provided:

If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys’ fees and expenses.

There are two lines of Washington cases, with differing results, depending on whether a contractual attorney fees provision is “broad” or “narrow”. The PSA language “concerning this Agreement” is broad, and awards fees in any action related to the PSA.

Washington courts start a fees provision inquiry by analyzing the language of the contract. The ordinary meaning of the word “concerning” found in the PSA is defined interchangeably with “related to”: “Concerning: *Relating to; pertaining to; affecting; involving; being substantially engaged in or taking part in.*’ *Black’s Law Dictionary, Rev. 4th Ed.*, West Publishing, 1968, p. 361; “concerning *prep.* In relation to; regarding; about.” *Funk & Wagnall’s Encyclopedic College Dictionary*, p. 280, 1968, New York. See also, *State v. Inzitari*, 6 Conn.Cir. 170, 269 A.2d 35, 37 (1969) (attached in Appendix A):

One is concerned in a certain matter when he has some connection with it, when it affects his interests or involves him. This judicial definition is in tune with the latest definition of “concern” and “concerned” in the Random House Dictionary of the English Language (1966), i.e., “*To relate to; be connected with’ be of interest or importance to; affect, interested or participating; having a connection or involvement.*”

In contrast, a “narrow” fees provision only awards fees in actions brought to enforce contract terms. In *Townsend v. Quadrant Corp.*, 153 Wn.App. 870, 887 (2009), Division One observed that “an arbitration clause that encompasses any controversy “relating to” a contract is broader than language covering only claims “arising out” of a contract”, citing *McClure v. Davis Wright Tremaine*, 77 Wn.App 312, 314, 890 P.2d 466 (1995). *McClure* (at 315) held: “The term ‘relating to’ is sufficiently broad to include a claim for breach of fiduciary duty.” The court found that Mobley breached

her fiduciary duty to Wilson. CP 92.

In *Robert R. Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 98, n.16, 103 S.Ct. 2890, 77 L.Ed 2nd 490 (1983), the U. S. Supreme Court cited Black's Law Dictionary 1158 (5th Ed.1979) to define "relate": "Relate. To stand in some relation' to have bearing or *concern*; to pertain; refer; to bring into association with or connection with".

The breadth of §514(a)'s pre-emptive reach is apparent from that section's language. A law "relates to" an employee benefit plan, in the normal sense of the phrase, if it has a connection with or reference to such a plan . . . We must give effect to this plain language. . .

Robert R. Shaw v. Delta Air Lines, Inc., 463 U.S. at 96-97. *See also, Bay Cities Paving & Grading, Inc. v. Lawyers' Mutual Ins. Co.*, 5 Cal.4th 854, 868, 855 P.2d 1263, 1271, 21 Cal.Reptr.2d 691 (1993):

"Related" is a commonly used word with a broad meaning that encompasses a myriad of relationships. . . the fact that "related" can encompass a wide variety of relationships does not necessarily render the word ambiguous. To the contrary, a word with a broad meaning or multiple meanings may be used for that very reason—its breadth—to achieve a broad purpose.

The phrase "concerning this agreement" in the PSA fees provision has the same "broad, common-sense meaning" as "relate to". The PSA authorizes fees for claims which "concern" or "relate to" the PSA. Wilson's claims meet that definition.

C. Wilson's action for fraud and undue influence in the formation of the PSA was an action "concerning" the PSA, and

was an action on the contract.

Mobley argues that Wilson's tort claims do not "concern" the PSA, only the "transaction" between them (Appellant's Brief, p. 8). But many cases have held that tort claims "concern" or "relate to" contracts between parties. Fraud in the negotiation of a contract was specifically held to be "contract-related" in *Western Stud Welding v. Omark Industries*, 43 Wn.App. 293, 299, 716 P.2d 959 (1986), affirming a fees award under a similar fee provision. In *Hudson v. Condon*, 101 Wn.App. 866, 877, 6 P.3d 615 (2000) the court awarded fees under a similar fees provision, holding that claims of fraud and breach of fiduciary duty were "related to the partnership agreement and the duties that arise from it." In *Brown v. Johnson*, 109 Wn.App. 56, 59-60, 34 P.3d 1233 (2001), the Court of Appeals awarded fees in a misrepresentation case under a fees provision covering actions "concerning this agreement":

If an action in tort is based on a contract containing an attorney fee provision, the prevailing party is entitled to attorney fees. An action is "on a contract" if (a) the action arose out of the contract; and (b) if the contract is central to the dispute. . . . Brown's action for misrepresentation arises out of the parties' agreement to transfer ownership of Johnson's home to Brown. Moreover, the purchase and sale agreement was central to her claims.

In the same way, Wilson's fraud claim arose from the PSA, and the PSA is central to her claims in this case, which is solely about the agreement to

transfer her home to Mobley.

Burns v. McClinton, 135 Wn.App. 285, 310, 143 P.3d 630 (2006)

expressed a functional test to define “centrality”:

The D&D Properties partnership agreement was not central to the parties’ disputes, **which could be resolved without referring to it.**

Wilson’s claims for fraud in the inducement *of the PSA* could not be resolved without referring *to the PSA*. Another explanation of “centrality” is found in *Deep Water Brewing v. Fairway Res.*, 152 Wn.App. 220, 278-279 (2009), which defined “central to the dispute” as “central to the existence of the claims”. The PSA was central to Wilson’s claims, which directly concerned the PSA and how it came to be.

In *Failes v. Lichten*, 109 Wn.App. 550, 554, 37 P.3d 310 (2001), also cited by Mobley, fees were awarded in a fraudulent concealment and misrepresentation case, based on a contract fee provision covering “any dispute *relating to* this transaction”. The main issue of the case was “Did the dispute manifested by Failes’ lawsuit “relate to” the transaction manifested by the REPSA?” Mobley attempts to distinguish *Failes* because the fee provision covered actions related to the “transaction”, rather than “this Agreement”. But Mobley focuses on the wrong word: the breadth of the fees provision flows from the phrase “related to”. Certainly it could not be said that Mobley’s fraud and undue influence in getting Wilson to sign the PSA

were *unrelated* to the PSA, did not *concern* the PSA, in the ordinary sense of those words.

In *Boules v. Gull Industries, Inc.* 133 Wn.App. 85, 134 P.3d 1195 (2006), the contract provided fees award in any litigation “arising out of this transaction”. The Court of Appeals held that a “transaction” naturally included the PSA, and fraudulent concealment in the negotiation of the PSA was covered by the fee provision.

The Kims argue that they are entitled to reasonable attorney fees under the purchase and sale agreement because the Bouleses’ action for fraudulent concealment arose out of the purchase and sale transaction. The Bouleses counter that their action did not arise out of the transaction because the violations they alleged occurred before they entered into the contract with the Kims. We agree with the Kims.

Under the plain language of the agreement, the Bouleses engaged the Kims in litigation “arising out of this transaction”, namely, the purchase and sale agreement for the Bouleses to sell their gas station to the Kims. The Bouleses sued the Kims, alleging that the Kims fraudulently forced them to sell their gas station at an unfair price. Because these allegations directly relate to conditions of the purchase and sale agreement, the litigation arose out of this purchase and sale transaction.

In both *Failes* and *Boules*, the Court of Appeals affirmatively answered the question whether tort claims related to a PSA are related to the “transaction”. Mobley mistakenly tries to enlist *Failes* and *Boules* to argue in reverse, that tort claims are related to the “transaction” and therefore are *not* related to the PSA. The present case should reach the same result as *Western*

Stud Welding, Hudson v. Condon, Brown v. Johnson, Failes v. Lichten, and Boules v. Gull Industries: a fee award is authorized in this case by the PSA because Wilson's fraud claims "concerned" the PSA.

Courts in other jurisdictions have awarded fees in tort claims pursuant to contract fee provisions using the same language "concerning this Agreement". In *Anderson's Lakeside Leisure Co. v. Anderson*, 314 Wis.2d 560, 757 N.W.2d 803, 823 (2008), the Supreme Court of Wisconsin held that the tort of trade name infringement "was clearly in the category of 'any action concerning this Agreement' because the Agreement was the instrument by which ownership of the tradename in question was transferred." Similarly, the PSA was the instrument by which the ownership of Wilson's house was transferred. In *Yield Dynamics, Inc. v. TEA Systems Corp.*, 154 Cal.App.4th 547, 580-81, 66 Cal.Rptr.3d 1 (2007) the California Court of Appeals affirmed the trial court's award of fees in a fraud claim based upon a fees provision covering "any Action . . . concerning this Agreement", because the parties could contract for attorney fees "in any litigation between themselves, whether such litigation sounds in tort or in contract."

In contrast, a "narrow" fees provision restricts fees awards to actions to enforce specific contract terms, and in those cases, the Courts expressly recognize the difference between broad and narrow fee provisions. In *Hemenway v. Miller*, 116 Wn.2d 725, 742, 807 P.2d 863 (1991), the Supreme

Court specifically approved the ruling in *Western Stud Welding v. Omark*, but reached a different result because the *Hemenway* contract lacked a broad fees provision: “We agree with the principle of *Omark*, but note that the attorney fees provision there was broader than that provision here.” In *Burns v. McClinton*, 135 Wn.App. 285, 309, 143 P.3d 630 (2006), the contract provided for fees “should any party enforce this Agreement by appropriate legal action.”

The court allowed attorney fees in *Hudson* under a broad provision of a partnership agreement creating an entitlement to prevailing party attorney fees in any litigation “related to” the partnership. The provision in the D&D Properties agreement, however, is narrower. Attorney fees are not available except in an action enforcing the agreement.

Mobley argues that Wilson’s fraud claims are “unrelated to rights afforded by the agreement itself”, Appellant’s Brief, p. 7, arguing in effect that regardless of how broad the contract language may be, only claims which would meet a “narrow” fee provision should be recognized. That argument finds no support in the case law.

“Under Washington law, an action is on a contract for purposes of a contractual fees provision if it arose out of the contract and if the contract is central to the dispute.” *Tradewell Group, Inc. v. Mavis*, 71 Wn.App. 120, 130, 857 P.2d 1053 (1993). This definition has been interpreted to encompass tort claims when there is a broad fee provision. For example, a

common law fraud action can arise from a PSA and the wrongful actions relating to it. *Brown v. Johnson*, 109 Wn.App. 56, 59, 34 P.3d 1233 (2001):

Brown’s action for misrepresentation arises out of the parties’ agreement to transfer ownership of Johnson’s home to Brown. Moreover, the purchase and sale agreement was central to her claims.

The Court further explained (*ibid*, n. 5):

Johnson’s contention that Brown’s claim arises solely out of the disclosure statement is not accurate. The action is a common law action for misrepresentation of which Johnson’s failure to disclose on the disclosure statement was but one act among several acts and omissions by Johnson culminating in the jury’s verdict for Brown.

Stieneke v. Russi, 145 Wn.App. 544, 571, 190 P.3d 60 (2008), concerned fraud claims for oral misrepresentation (at 563) and fraudulent concealment (at 560). The Court of Appeals ruled simply “The Stienekes’ fraud claims are “on the contract”, citing *Hill v. Cox*, 110 Wn.App 394, 412, 41 P.3d 495 (2002). The claims were “on the contract” because the fraud was about the subject of the contract, committed in the course of negotiating the contract. This is the same situation in the present case, and this Court should reach the same result. Wilson’s claims concerned the PSA, the PSA was central to the claims, and therefore a fee award was authorized by the PSA.

4. Appellant’s Issue 3 and 4. The trial court appropriately utilized the lodestar formula in determining reasonable attorney fees.

Mobley claims that “while the trial court stated it was applying the

lodestar method, in fact it did not.” Appellant’s Brief, p. 10. Mobley oversteps the line separating argument from invention. The trial court’s Finding No. 29 expressly states: “*Applying the lodestar formula*, the amount of time Wilson’s attorneys spent on this case was reasonable, their hourly rates are reasonable considering the experience of counsel and the facts of this case.” CP 91-92. The trial court expressly stated that it was using the lodestar method and it made the necessary lodestar findings, a meaningless procedure if the trial court was not in fact using the lodestar method. This Court should give deference to a trial court’s enunciation of its own reasoning.

A. The Findings of Fact supporting the court’s award of attorney’s fees were supported by substantial evidence.

Mobley claims that “there was no specific evidence in the record supporting the trial court’s order” (Appellant’s Brief, p. 13), ignoring Wilson’s motion for fees, which was supported by a memorandum and declaration detailing the attorney’s background, experience, the contingent representation and the reasons for it, and the time records of the attorney. Appendix B. The time records and declaration were adequate to inform the trial court of “the number of hours worked, of the type of work performed and the category of attorney who performed the work.” *Bowers v. Transamerica Title Ins.*, 100 Wn.2d 581, 597, 675 P.2d 193 (1983). The

record was therefore adequate to support the court's findings.

B. The trial court's Findings of Fact and Conclusions of Law on attorney fees were adequate to allow review.

Mobley argues that the trial court's Findings did not meet the standard of "requisite detailed findings as required by Rice v. Janovich" (Appellant's Brief, p. 13). But *Rice v. Janovich*, 109 Wn.2d 48, 742 P.2d 1230 (1987) does not establish or state any standard or "requisite" findings; the case was remanded because the trial court did not perform *any* of the steps to determine the lodestar. *Rice v. Janovich*, at 67. A trial court is required to enter findings of fact and conclusions of law explaining the analysis the court utilized in determining the fee award. *Svendsen v. Stock*, 143 Wn.2d 546, 560, 23 P.3d 455 (2001). The reviewing court then examines the trial court's decision "to ensure that discretion is exercised on articulable grounds." *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632 (1998). In the present case, the trial court made findings and conclusions, and articulated the grounds for its fee decision. The court expressly referred to the lodestar formula, made express findings on the reasonableness of hours spent and the attorney's hourly rates, expressly considered the quality of the attorney's work, the contingent fee representation, the factual necessity for the contingent fee, and expressly stated the trial court's consideration of the contingent nature of the representation in making its award. These findings

disclose the court's reasoning and the evidentiary basis for its award. The court's findings and conclusions were therefore adequate for purposes of review. In *Eugster v. City of Spokane*, 121 Wn.App 799, 816, 91 P.3d 117 (2004), Division 3 held that "minimal" findings were adequate:

[T]he trial court did not enter specific and detailed findings and conclusions in support of its reasonableness determinations. But in its order awarding fees and costs to Metropolitan, the court states Metropolitan's fees and costs were reasonable, reflect a reasonable hourly rate, and do not reflect time spent on unsuccessful claims, duplicated effort, or otherwise unproductive time. . . .the additional language in the attorney fees order for Metropolitan minimally satisfies *Mahler* . . .

The findings in the present case meet the "minimal" standard stated in *Eugster*. Wilson made no unsuccessful claims, so there was no need to exclude any attorney time for that reason, and unlike *Mahler*, where there were four sets of plaintiff's attorneys, here only one attorney's time is included, so there was no risk of duplicative work. The trial court's finding that the amount of time spent was reasonable is implicitly a finding that it was not unproductive time. The trial court's findings and conclusions were adequate to determine on review that it had exercised its discretion on "articulable grounds".

C. The contingent nature of the representation was an appropriate consideration for the trial court within its discretion, and was supported by the record and the findings of the trial court.

Mobley argues (Appellant's Brief, p. 9), without citing authority, that

“Wilson’s counsel’s contingency fee was not a factor to consider in determining the award”. Mobley ignores the substantial body of Washington law holding that contingent fee arrangements are a proper consideration for the trial court in determining a reasonable fee. There are practical reasons for this rule.

In these cases counsel bear the risk that they will not be compensated at all for their time and effort. The experience of the marketplace indicates that lawyers generally will not provide legal representation on a contingent basis unless they receive a premium for taking that risk.

Bowers v. Transamerica Title Ins., 100 Wn.2d 581, 598, 675 P.2d 193 (1983)(citation omitted). An attorney who is hired on a contingent fee basis also has no assurance of receiving sufficient compensation. *Tribble v. Allstate Prop. & Cas. Ins. Co.*, 134 Wn.App. 163, 172, 139 P.3d 373 (2006). The potential uncollectability of fees was recognized in this case. Wilson’s attorney’s declaration stated: “The fees in this case are not only contingent, but are substantially uncertain of collection”. CP 67 (Appendix B, p. 3 ¶2). That uncertainty was based on the facts underlying the trial court’s finding that “The defendant did not have any substantial net worth or liquid assets”. CP 86 ¶11. The trial court found that a contingent fee arrangement was “necessary because of Wilson’s financial circumstances”, CP 91 ¶29, and ruled that the fee award should “recognize the contingent nature of the representation”. CP 92 ¶29. That was within the court’s discretion.

Mobley argues with ironic hindsight that “there was little risk Wilson’s case would be unsuccessful” (Appellant’s Brief, p. 14), incorrectly asserts that she was “precluded from calling her witnesses or submitting her documentary evidence at trial” (Appellant’s Brief, p. 13-14) (the clerk’s minutes indicate Mobley presented six witnesses, CP 55), and casts unfounded aspersions against her trial counsel, while admitting “the court found the evidence overwhelming” (Appellant’s Brief, p. 14). But a rueful retrospective after trial is not the viewpoint from which the law requires the trial court to measure the contingency multiplier. Rather, the trial court must assess the risk at the inception of the case, when the contingent fee arrangement is made.

When determining whether a contingency multiplier is warranted in a particular case, we have explained that ‘in adjusting the lodestar to account for this risk factor, the trial court must assess the likelihood of success at the outset of litigation. *This is an imprecise calculation and must largely be a matter of the trial court’s discretion.*

Chuong Van Pham v. Seattle City Light, 159 Wn.2d 527, 542, 151 P.3d 976 (2007) (emphasis in original). Wilson’s case was by no means clear at the outset. Wilson had to concede (CP 55) that she had signed the PSA, its addenda and amendments (Exhibit 1) the Warranty Deed (Exhibit 3) the Sales Proceeds Disbursement Instructions (Exhibit 6), her Will (Exhibit 8), and her Living Trust (Exhibit 9), making Mobley her personal representative

and trustee after the real estate transaction. There were numerous witnesses to Wilson executing these documents. CP 55; CP 85-86 ¶ 9. There were no medical records or medical witnesses regarding Wilson's mental state or capacity. The realtor who wrote up the PSA testified that Wilson was fully advised about the sale and was competent. CP 86-87 ¶ 12. Wilson's counsel had to assume that the attorneys who prepared Wilson's Will and Living Trust several months after the sale would testify that Wilson was of sound and disposing mind. And there was the risk that attorney fees would be uncollectable even if Wilson prevailed. The record as a whole shows the case was risky at the outset. Certainly Mobley thought it was defensible, right to the end.

D. The trial court's fee multiplier was within its discretion.

Mobley argues without further explication that the amount of the court's multiplier was "unreasonable" (Appellant's Brief, p. 14), but Mobley cites no authority restricting the size of a multiplier, or stating that the trial court's multiplier was improper. Respondent is not aware of any authority stating any criterion for determining the size of multiplier a trial court is allowed to use. This is a matter left to the trial court's discretion, *Chuong Van Pham v. Seattle City Light*, 159 Wn.2d at 543-544, and "The deference to be paid to a trial court's reasoning on review is related directly to the degree of discretion inherent therein." *Schneider v. City of Seattle*, 24

Wn.App. 251, 255, 600 P.2d 666 (1979). The amount of an award will be overturned only for manifest abuse. *Morgan v. Kingen*, 166 Wn.2d 526, 539 (2009).

Wilson's fees calculated on an hourly basis were approximately \$70,000, CP 69, and the trial court awarded \$120,000, yielding a multiplier of approximately 1.7. Appellant has not submitted any authority to the effect that such a multiplier is *per se* "unreasonable" or excessive. This Court should disregard arguments unsupported by authority, and may presume that Mobley found no supporting authority. *King County v. Seawest Inv. Assocs.*, 141 Wn.App. 304, 317, 170 P.3d 53 (2007). The trial court also stated its intent to make the plaintiff whole (CP 91), and the court was within its discretion to also award fees in an amount sufficient to make plaintiff whole in this case of breach of fiduciary duty. *Allard v. First Interstate Bank*, 112 Wn.2d 145, 152, 768 P.2d 998, 773 P.2d 420 (1989).

IV. REQUEST FOR ATTORNEY FEES ON APPEAL.

Wilson requests an award of attorney fees and costs on appeal pursuant to RAP 18.1 and RAP 14.2. RAP 18.1 provides for fees to be awarded on appeal "[i]f applicable law grants to a party the right to recover reasonable attorney fees or expenses on review". The Purchase and Sale Agreement between the parties contained a provision awarding attorney fees

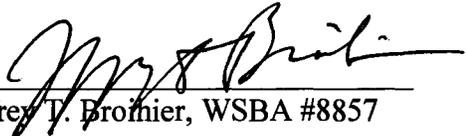
in any action “concerning” the PSA, and as argued above, this claims in this case “concerned” the PSA. “Authority for awarding attorney fees at trial also supports an award of attorney fees on appeal under RAP 18.1”. *CHD, Inc. v. Boyles*, 138 Wn.App.131, 141, 157 P.3d 415 (2007). Wilson therefore requests fees on appeal based on the attorney fees provision of the Purchase and Sale Agreement.

V. CONCLUSION

There was substantial evidence to support the trial court’s Findings of Fact relating to the attorney fees. The Findings support the trial court’s Conclusion of Law that Wilson was entitled to a fees award. The court expressly applied the lodestar formula, and expressly found that the amount of time spent and the hourly rates were reasonable. The court expressly based the multiplier on an appropriate factor: the contingent nature of the representation. The trial court was within its discretion to award the fees it did, the trial court articulated its reasoning, and the record was sufficient for review. There was no error of law. The Judgment awarding Wilson her attorney fees should be affirmed.

RESPECTFULLY PRESENTED this 28th day of April, 2010.

BROIHIER & WOTIPKA

By: 

Jeffrey V. Brohier, WSBA #8857

APPENDIX A

HON. JULIE SPECTOR

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

KATIE L. WILSON,

Plaintiff,

vs.

DEBORAH W. MOBLEY, a single person, the
DEBRA W. MOBLEY LIVING TRUST, and
JOHN DOE DEFENDANTS 1-10,

Defendant(s).

No. 08-2-14416-0SEA

DEFENDANT'S PROPOSED FINDINGS
OF FACT AND CONCLUSIONS OF
LAW

Trial in this action was heard on October 26, 27 and 28, 2009. The court having heard testimony and admitting exhibits into evidence, reviewing the court file and hearing the presentations of counsel for the parties, make the following findings of fact.

FINDINGS OF FACT

1. The real property subject of this action is located at 1109 25th Avenue, Seattle, Washington 98122, the legal description of which is:

LOT 16 AND THE NORTH 10 FEET OF LOT 17, BLOCK 5, J.H.
RENGSTRORFF'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 101,
RECORDS OF KING COUNTY, WASHIGTON

DEFENDANT'S PROPOSED FINDINGS
OF FACTS AND CONCLUSIONS OF
LAW - 1

J.D. SMITH ATTORNEY AT LAW PLLC
1700 7th Ave., Suite 2260
Seattle, WA 98101
Tel: 206-588-8529

2009 OCT 29 11:14:59
CLERK OF SUPERIOR COURT
KING COUNTY

Tax Parcel No. 7217400635

2. Plaintiff's son, Donald Wilson, lived in the Plaintiff's home with his wife and three children for 18 years, rent free.

3. Plaintiff's son Donald Wilson had purchased a car, automobile insurance and opened credit cards in Plaintiff's name.

4. Plaintiff knowingly and legally sold the property referenced above to her daughter, Debra Mobley, in an effort to improve her living arrangement and to prevent foreclosure.

5. Plaintiff had significant encumbrances on her property prior to the sale including back taxes, overdue payment, and late fees.

6. Plaintiff was retired and lived on a fixed income of Social Security and a \$300 monthly pension prior to the sale her home.

7. The above property is currently owned by Bank of America as security for a mortgage issued to Debra Mobley.

8. Debra Mobley has paid the entire mortgage since purchasing the home from the Plaintiff.

9. Debra Mobley used a portion of Plaintiff's proceeds from the sale to pay of encumbrances which were on the subject property's title.

10. Plaintiff currently resides in the home with Debra Mobley.

11. Debra Mobley has provided care for Plaintiff since moving into the house with her.

CONCLUSIONS OF LAW

From the forgoing Findings of Fact, the court makes the following conclusions of law.

1. Plaintiff was competent at the time she sold her home to her daughter, Debra Mobley.
2. The sale to Debra Mobley was made voluntarily, and was not unduly influenced by Ms. Mobley in any way.
3. The sale of Plaintiff's home to Debra Mobley via the Purchase and Sales Agreement between the parties was and is a legally binding contract, supported by consideration from Ms. Mobley.
4. The sale of Plaintiff's home to Ms. Mobley is was not a gift, as the home was sold in exchange for the consideration of money and life-long home care service.
5. Debra Mobley is not the legal owner of the property at issue in this litigation.
6. Bank of America is the legal owner of the property at issue in this litigation.
7. Bank of America, as legal owner of the property at issue, is a necessary party to this litigation.
8. Rescission of the sale is unwarranted and impractical as the Purchase and Sales Agreement between the parties is a legally binding contract, and because unwinding the transaction is not in the best interest of the Plaintiff, who currently resides in her home and receives care from Debra Mobley.
9. Defendant should be awarded costs and attorney's fees Pursuant to the Purchase and Sales Agreement.

DATED this 23rd day of October 2009

/s/ _____
J.D. Smith, WSBA No. 28246
Attorney for Plaintiff

APPENDIX B

HON. JULIE SPECTOR
Hearing Date: December 22, 2009
Without Oral Argument

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

KATIE L. WILSON,

Plaintiff,

v.

DEBRA W. MOBLEY, a single person,
the DEBRA W. MOBLEY LIVING TRUST,
and JOHN DOE DEFENDANTS 1-10,

Defendants.

NO: 08-2-14416-0SEA

MOTION AND DECLARATION
OF COUNSEL FOR AWARD OF
ATTORNEY FEES

Plaintiffs move for a determination and award of attorney's fees and costs in this case. This motion is based upon the attached Declaration of counsel, exhibits thereto, and the following Memorandum. Findings of Fact and Conclusions of Law supporting the award of attorney's fees are required. A proposed form of Order is attached.

MEMORANDUM OF LAW

Fee decisions are a matter of the court's discretion. In determining a reasonable fee, the court applies the "lodestar" method. *Mahler v. Szucs*, 135 Wn.2d 398, 434, 957 P.2d 632 (1998). The lodestar method calculates reasonable fees by multiplying the number of hours reasonably expended on the matter by a reasonable hourly rate. The court makes this determination by considering the factors listed in *Scott Fetzer Co. v. Weeks*, 114 Wn.2d 109, 124, 786 P.2d 265

1 (1990). The factors include the time expended, the difficulty of the questions involved, the skill
2 required, the customary charges of other attorneys, the amount involved, the benefit to the client,
3 the contingency or certainty in collecting the fee, and the character of the employment. The facts
4 related to these factors are addressed in the attached *Declaration of Jeffrey T. Broihier*.

5 The amount of hours reasonably expended can be determined by reference to attorney
6 documentation of the work performed. *Bowers v. Transamerica Title Insurance*, 100 Wn.2d at 597.
7 The documentation must inform the court in general of the type of work being performed, the
8 amount of time spent, and identifying the attorney who performed the work. *Ibid*. The amount of
9 time actually spent by the prevailing attorney is relevant to this determination. *Nordstrom Inc. v.*
10 *Tampourlos*, 107 Wn. 2d 735, 744, 733 P.2d 208 (1987). Non-lawyer legal assistants' time is also
11 compensable. *Absher Constr. Co. v. Kent School District*, 79 Wn.App 841, 905 P.2d 1229 (1995).

12 Fee award decisions must be supported by an adequate record, and the court must enter
13 findings of fact and conclusions of law to establish the record. *Mahler v. Szucs*, 135 Wn.2d at 435.

14
15 BROIHIER & WOTIPKA

16 Dated _____

17 Jeffrey T. Broihier, WSBA# 8857
18 Attorney for Plaintiff

19 DECLARATION OF COUNSEL

20 Jeffrey T. Broihier hereby declares and states as follows:

21 1. I am counsel of record for plaintiffs in this action. I make this declaration in support
22 of plaintiffs' motion for entry of an award attorney fees and costs.

23 2. Katie Wilson was never able to afford to pay an attorney, so I agreed to represent her
24 on a contingent fee basis. We signed a written contingent fee agreement for one-third of the total
25 recovery, plus costs, which is a common contingent fee arrangement in this area when collection is

1 relatively certain, as when there is insurance coverage. Applying the *Fetzer* factors, the fees in this
2 case are not only contingent, but are substantially uncertain of collection, which could
3 understandably increase the contingency percentage.

4 3. Under the lodestar method, the first task for the court is to determine the reasonable
5 amount of attorney time spent on the matter. The amount of time expended by my firm on this case
6 is accurately accounted in the printout attached as Exhibit A to my declaration. The summary sheet
7 on the last page of Exhibit A shows the total time spent was 230.35 hours. Our firm uses the
8 Timeslips program which records each time work is performed on a file, the attorney's initials, the
9 time spent, and the task or subjects upon which the attorney is working. These statements thereby
10 meet the required standard of informing the court in general of the type of work being performed,
11 the amount of time spent, and identifying the attorney who performed the work.

12 4. I believe that the amount of time my firm spent on this case was reasonably necessary
13 and appropriate to secure a successful recovery. The circumstances of the plaintiff justified a
14 thorough investigation and presentation. There were a number of contested legal and factual issues.
15 I also believe that the amount of work my firm had to do on this case was necessary because at no
16 time was there a reasonable opportunity to settle it or avoid trial, although we mediated this matter
17 and I attempted to initiate settlement discussions. The defendant was recalcitrant throughout the
18 entire case, and it was apparent from the beginning that this case was going to go the distance.
19 Because of the drastic impact of the events on my client, half-way preparation was never an option.

20 5. Under the lodestar method, the second step for the court is to determine a reasonable
21 hourly rate for the attorney time spent. My hourly rate was \$250.00 at the beginning of this case,
22 and increased in October, 2008 to \$295.00. I believe that my hourly rates are reasonable and in the
23 range of fees charged by attorneys of similar experience and background in this area. My firm has
24
25

1 increased its rates in response to encountering hourly rates exceeding \$300, even \$400, from local
2 attorneys of similar or lesser experience. My background and experience is relevant to the fees
3 issue. I received my J.D. from the University of Michigan, where I was on the staff of the
4 *University of Michigan Journal of Law Reform*, and clerked for the Hon. John T. Feikens, U. S.
5 District Court, E. D. Mich. I was admitted to the Washington State Bar in May, 1979, and have
6 been in continuous private practice in the State of Washington since that time. The law firm of
7 Broihier & Wotipka was founded in 1986, and concentrates its practice in business, real property
8 and bankruptcy. My primary practice is litigation. I have appeared as attorney of record in
9 numerous trials and appeals in the State of Washington, as well as the U.S. District Court, the U. S.
10 Bankruptcy Court for the Western District of Washington, and the Ninth Circuit Court of Appeals.

11 6. I believe that the work by this firm was of high quality and effectively addressed the
12 issues. Plaintiff prevailed on every single substantive issue at trial, on all of plaintiff's causes of
13 action and on defendant's affirmative defenses. We strove throughout to meet professional
14 standards of preparation and presentation. Using the factors of *Fetzer v. Weeks*, I also believe that
15 our work highly benefitted the plaintiff, who had lost everything and was in a difficult situation.
16

17 7. My firm employs law students as law clerks, who work under the direction of the
18 attorneys on specific projects. At various times, Mr. Jordan Gunn worked on this case. He is a
19 third year law student, Rule 9 certified, who performed legal research and some investigative work
20 on this case under my direction. He produced research and memoranda which were incorporated in
21 the plaintiffs' trial brief. I believe that the time spent by our law clerk was valuable to the case and
22 cost-effective, in that the work would otherwise have been performed by an attorney at a higher
23 hourly rate. A total of 12.3 hours of clerk's time is recorded in Exhibit A. Our clerks' time is
24 ordinarily billed at hourly rates from \$60.00 to \$100.00, which I believe is less than the rate billed
25

1 by comparable firms in this area for law clerks' time. For example, in *Morgan v. Kingen*, 141
2 Wn.App. 143, 164, 169 P.3d 487 (2007), the Court of Appeals held it was within the trial court's
3 discretion to award a Seattle law firm \$70 to \$145 hourly for paralegal work.

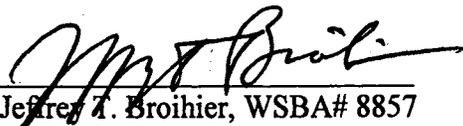
4 8. Plaintiffs' costs in this action are set forth in the Timeslips detail report attached as
5 Exhibit B to my declaration. My firm has advanced the costs in this action, due to plaintiff's
6 inability to afford it. The plaintiff incurred costs of \$200.00 for the filing fee, \$44.00 recording of
7 lis pendens, \$41.30 service of process, and \$500 for the mediator's fee in ADR. I have excluded
8 from this request all deposition expenses, secretarial time, copies, couriers, postage and similar
9 charges, although my firm incurred over \$2,000 of expenses for plaintiff. I ask the court to award a
10 total of \$785.30 in costs.

11 9. On an hourly basis, Exhibit A shows that the bill would have been \$63,457.00 plus
12 costs, up to this date. I expect at least 12 more hours will be spent entering the judgment, clearing
13 title and arranging the restitution matters. The hourly fees and expenses will likely exceed \$70,000.
14 Calculating the fees on a contingent basis is more difficult, as the return of title to the house has a
15 substantial but unliquidated value. If the title had *not* been returned, the judgment against the
16 defendant would be \$367,000 based on the appraised value of the house; one-third of that amount is
17 \$122,000. I therefore ask the court to award \$120,000 in fees, and enter that amount as part of the
18 judgment against the defendant.
19

20 I declare under penalty of perjury that the foregoing is true and correct to the best of my
21 knowledge and belief.

22 BROIHIER & WOTIPKA

23 Dated 12/10/09

24 
25 Jeffrey T. Broihier, WSBA# 8857
Attorney for Plaintiff

Selection Criteria

Slip.Transaction Dat 12/1/2004 - 12/30/2009
Slip.Classification Open
Clie.Selection Include: Wilson, Katie L.
Slip.Transaction Typ 1 - 1

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
40175	7/10/2006	TIME	Billed review documents from client amending will and trust	JTB Time Wilson, Katie L.	0.10 0.00	250.00 T@1	25.00
40151	4/19/2008	TIME	Billed telephone conference with client, many telephone conferences with Sam, draft complaint, research on KC records	JTB Time Wilson, Katie L.	1.50 0.00	250.00 T@1	375.00
40152	4/22/2008	TIME	Billed telephone conferences with Sam, fax complaint to client, finalize complaint, check recs for title,	JTB Time Wilson, Katie L.	0.50 0.00	250.00 T@1	125.00
40162	4/22/2008	TIME	Billed conference with Donald, review documents re new will, trust	JTB Time Wilson, Katie L.	0.50 0.00	250.00 T@1	125.00
40226	4/28/2008	TIME	Billed conference with client, Donald, edit complaint, instructions to SM re lis pend, service of process, file	JTB Time Wilson, Katie L.	3.00 0.00	250.00 T@1	750.00
40306	5/5/2008	TIME	Billed check service of process status	JTB Time Wilson, Katie L.	0.10 0.00	250.00 T@1	25.00
40393	5/12/2008	TIME	Billed telephone conference with attorney re settlement	JTB Time Wilson, Katie L.	0.20 0.00	250.00 T@1	50.00

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BROIHIER & WOTIPKA
Slip Listing

Page 2

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB	Rate Info	
Posting Status	Client	Time	Bill Status	
Description				
possibilities, stay of case schedule				
40418	JTB	0.35	250.00	87.50
5/14/2008	Time	0.00	T@1	
Billed	Wilson, Katie L.			
G:25199				
5/19/2008				
telephone conference with client re problems at the house, eviction, default issues				
40513	JTB	0.40	250.00	100.00
5/22/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
letter to client, letter from attorney, letter to attorney				
40572	JTB	0.50	250.00	125.00
5/27/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
messages from attorney re meeting, telephone conference with attorney re need resolution, title plus move out by defendant, instructions to SM re motion default, draft and edit motion and order				
40718	JTB	0.20	250.00	50.00
6/2/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
review appearance and answer from defendant				
40719	JTB	1.00	250.00	250.00
6/3/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
conference with Richard Wotipka re plaintiff, guardian ad litem, telephone conference with attorney, letter to client, letter to attorney				
40751	JTB	0.80	250.00	200.00
6/4/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
office visit with client, re state of negotiations, upcoming deposition of defendant, questions of guardianship, attachment of funds				
40785	JTB	4.00	250.00	1000.00
6/6/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
research re garnishment, attachment, subpoena to escrow, deposition and exhibits prep				
40840	JTB	0.10	250.00	25.00
6/12/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
message from defendant about deposition dates, instructions to SM re escrow file				

Exhibit A
Page 2 of 17

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BROIHIER & WOTIPKA
Slip Listing

Page 3

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client		Bill Status	
40850	TIME	JTB	3.00	250.00	750.00
	6/13/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	deposition prep, exhibits				
40851	TIME	JTB	0.80	250.00	200.00
	6/13/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	telephone conference with defendant, instructions to SM, letter from defendant re deposition, letter to defendant				
40856	TIME	JTB	0.75	250.00	187.50
	6/13/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	non-attendance of deposition by defendant, instructions to SM, prepare subpoenas for banks, telephone conference with Donald, telephone conference with Sam re accounts, use of client money				
40878	TIME	JTB	1.00	250.00	250.00
	6/16/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	edit all subpoenas, notes for deposition, letters to financial institutions				
40912	TIME	JTB	0.20	250.00	50.00
	6/17/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	edit subpoenas and deposition notices, instructions to SM				
40977	TIME	JTB	1.40	250.00	350.00
	6/23/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	review documents from Cent 21, review documents from Sea Metro CU, outline financial trail, telephone conference with client				
41018	TIME	JTB	0.40	250.00	100.00
	6/25/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	letter from attorney, letter to attorney				
41089	TIME	JTB	0.20	250.00	50.00
	7/8/2008	Time	0.00	T@1	
	WIP	Wilson, Katie L.			
	conference with defendant, refusal to name deposition date				

Exhibit A
Page 3 of 17

12/7/2009
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BROIHIER & WOTIPKA
Slip Listing

Page 4

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB	Rate Info	
Posting Status	Client	Time	Bill Status	
Description				
41090	JTB	0.20	250.00	50.00
7/8/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
letter to defendant re deposition				
41099	JTB	0.30	250.00	75.00
7/10/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
telephone conference with Sam re Katie, defendant threats to sell, dispute resolution, mental health issues, review documents from subpoena to BECU				
41108	JTB	0.10	250.00	25.00
7/11/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
conference with defendant re deposition dates				
41110	JTB	0.70	250.00	175.00
7/11/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
start draft motion to compel attendance				
41145	JTB	0.40	250.00	100.00
7/15/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
conference with Donald re bank recs, medical eval of plaintiff, settlement				
41153	JTB	0.10	250.00	25.00
7/16/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
telephone conference with dispute resolution rep				
41225	JTB	1.35	250.00	337.50
7/22/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
finalize motion, declaration and order to compel deposition				
41232	JTB	0.10	250.00	25.00
7/23/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
instructions to SM re service of motion				
41293	JTB	0.10	250.00	25.00
7/29/2008	Time	0.00	T@1	
WIP	Wilson, Katie L.			
telephone conference with with Terence at dispute resolution				

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB	Rate Info	
Posting Status		Client	Time	Bill Status	
Description					
41406	TIME	JTB	0.10	250.00	25.00
8/11/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
notice from defendant, order from court,					
41449	TIME	JTB	0.10	250.00	25.00
8/13/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
order from court on deposition, to client					
41639	TIME	JTB	0.10	250.00	25.00
8/18/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
arrange deposition reporter					
41637	TIME	JTB	0.50	250.00	125.00
8/20/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
deposition prep					
41648	TIME	JG	0.75	100.00	75.00
8/21/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
research undue influence elements, requirements, burden, start memo to Jeff re same					
41653	TIME	JTB	0.30	250.00	75.00
8/21/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
instructions to JG re research on undue influence					
41693	TIME	JG	2.00	100.00	200.00
8/25/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
research authority on undue influence, draft memo to Jeff re same					
41694	TIME	JG	1.50	100.00	150.00
8/26/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
research authority on undue influence, draft memo to Jeff re same					
41696	TIME	JTB	2.35	250.00	587.50
8/26/2008		Time	0.00	T@1	
WIP		Wilson, Katie L.			
telephone conference with Donald, review documents from Bank Amer, deposition prep					

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
41706	8/27/2008	TIME	deposition and exhibits prep, document from attorney	JTB Time Wilson, Katie L.	2.00 0.00	250.00 T@1	500.00
41715	8/28/2008	TIME	deposition prep, exhibits copying instructions to JG	JTB Time Wilson, Katie L.	4.00 0.00	250.00 T@1	1000.00
41727	8/29/2008	TIME	deposition of defendant, notes	JTB Time Wilson, Katie L.	5.70 0.00	250.00 T@1	1425.00
41783	9/4/2008	TIME	telephone conference with witness Fisher	JTB Time Wilson, Katie L.	0.50 0.00	250.00 T@1	125.00
41885	9/15/2008	TIME	e-mail from reporter, letter to client, copy of deposition to client, instructions to EN	JTB Time Wilson, Katie L.	0.30 0.00	250.00 T@1	75.00
44148	3/26/2009	TIME	start trial brief, review calendar, start testimony outline	JTB Time Wilson, Katie L.	3.50 0.00	250.00 T@1	875.00
44186	3/31/2009	TIME	research re undue influence, draft trial brief, start review for additional witnesses, exhibits from defendant deposition	JTB Time Wilson, Katie L.	2.80 0.00	250.00 T@1	700.00
44220	4/2/2009	TIME	continue draft trial brief, review of exhibits for trial, instructions to JG re research on rescission remedy,	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00
44389	4/2/2009	TIME	Research authority on undue influence and	JG Time Wilson, Katie L.	1.00 0.00	100.00 T@1	100.00

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
44863	5/26/2009	TIME	WIP witness list from attorney, letter to attorney	JTB Time Wilson, Katie L.	0.30 0.00	295.00 T@1	88.50
45621	7/22/2009	TIME	WIP telephone conference with DW, draft addtl witness list, letter to attorney, e-mail to attorney, instructions to EN re filing	JTB Time Wilson, Katie L.	0.90 0.00	295.00 T@1	265.50
45651	7/24/2009	TIME	WIP review witness list, elements, outline of testimony for client	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00
45671	7/27/2009	TIME	WIP telephone conference with DW re incident as house, meeting with client about witness list	JTB Time Wilson, Katie L.	0.10 0.00	295.00 T@1	29.50
45703	7/28/2009	TIME	WIP continue research, draft of trial brief	JTB Time Wilson, Katie L.	1.50 0.00	295.00 T@1	442.50
45891	7/29/2009	TIME	WIP research was case based on restatement of contracts 177 - conference with Jeffrey Broihier	JG Time Wilson, Katie L.	0.50 0.00	100.00 T@1	50.00
45712	7/29/2009	TIME	WIP research, draft trial brief, outline testimony on undue influence, instructions to JG, telephone conference with DW	JTB Time Wilson, Katie L.	3.00 0.00	295.00 T@1	885.00
45722	7/30/2009	TIME	WIP conference with clients re witnesses of defendant, testimony outline, continue draft trial brief, start draft findings of fact conclusions of law	JTB Time Wilson, Katie L.	3.00 0.00	295.00 T@1	885.00

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
45893	8/4/2009	TIME	WIP Prepare authorization to release med records, call to determine where to send - fax to western wa med records for group health - 206-326-2599	JG Time Wilson, Katie L.	0.50 0.00	100.00 T@1	50.00
45774	8/4/2009	TIME	WIP continue research and draft of trial brief, review documents for exhibits, start exhibits list, instructions to EN, instructions to JG re med recs, e-mail to attorney re Group Health witness, outline testimony for witnesses, cross examination	JTB Time Wilson, Katie L.	4.50 0.00	295.00 T@1	1327.50
45789	8/5/2009	TIME	WIP research on undue influence cases	JTB Time Wilson, Katie L.	0.50 0.00	295.00 T@1	147.50
45833	8/6/2009	TIME	WIP continue research and draft of findings of fact conclusions of law and trial brief	JTB Time Wilson, Katie L.	1.80 0.00	295.00 T@1	531.00
45898	8/6/2009	TIME	WIP Followup with group health re authorization to release records - no record of receipt of authorization yet - advised that there is attorney mandatory 15 bus days wait before it is processed or they even know it was received	JG Time Wilson, Katie L.	0.35 0.00	100.00 T@1	35.00
45854	8/7/2009	TIME	WIP research, draft findings of fact, trial brief	JTB Time Wilson, Katie L.	5.00 0.00	295.00 T@1	1475.00
45945	8/12/2009	TIME	WIP continue trial brief	JTB Time Wilson, Katie L.	0.50 0.00	295.00 T@1	147.50
46052	8/20/2009	TIME	WIP telephone conference with Donald re restraining order, medical issues of plaintiff	JTB Time Wilson, Katie L.	0.20 0.00	295.00 T@1	59.00

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client		Bill Status	
Description				
46307	JTB	0.10	295.00	29.50
9/10/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
e-mail to, from attorney re trial date				
46306	JTB	0.10	295.00	29.50
9/11/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
telephone conference with Don re evaluation				
46409	JTB	0.10	295.00	29.50
9/18/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
review pretrial order from court				
46440	JTB	7.00	295.00	2065.00
9/22/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
outline testimony, draft trial brief, draft findings of fact, telephone conference with Sam, e-mail to attorney re ADR, investigate mediator, letter to client				
46455	JTB	7.00	295.00	2065.00
9/23/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
start exhibits list, review banking documents for exhibits, continue outline trial testimony, conference with attorney Gompf on elder abuse issues, research on fiduciary and undue influence cases, CLE materials				
46459	JTB	7.00	295.00	2065.00
9/24/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
e-mail from attorney re ADR, e-mail to attorney, continue exhibits review, testimony outline, trial brief and research on CLE mtls				
46481	JG	0.50	100.00	50.00
9/25/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
Go to KC admin building - recorders - get copies of deeds of trust (2)				
46494	JTB	6.00	295.00	1770.00
9/25/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
instructions to JP re exhibits, research, continue trial brief, outline testimony				

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client		Bill Status	
Description				
46523	JTB	1.70	295.00	501.50
9/28/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
continue exhibits, instructions to JP				
46505	JTB	4.00	295.00	1180.00
9/28/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
research and trial brief draft, continue exhibits prep				
46524	JTB	3.00	295.00	885.00
9/29/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
research and edit trial brief, continue exhibits prep, arg outline				
46608	JTB	3.00	295.00	885.00
10/5/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
conference with attorney, draft conference of readiness, conference with attorney re ADR, trustee issues, exhibits list				
46617	JTB	1.50	295.00	442.50
10/5/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
continue exhibits prep, trial brief edit				
46634	JTB	0.20	295.00	59.00
10/6/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
telephone conference with Donald, fax from attorney, instructions to JP				
46646	JTB	2.50	295.00	737.50
10/6/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
continue exhibits prep, trial brief				
46661	JTB	5.50	295.00	1622.50
10/7/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
continue trial brief, conference with clients, finalize exhibits, instructions to JP re books, copies,				
46668	JTB	6.50	295.00	1917.50
10/8/2009	Time	0.00	T@1	
WIP	Wilson, Katie L.			
instructions to JP, finalize exhibits, list and books, telephone conference with client re				

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
			settlement conference with judge Johnson, e-mail from, to attorney re hearing, Edit Trial Brief, E-mail to judge, review exhibit book, conference with Richard Wotipka re non-discharge stds in bankruptcy, review rules				
46678	10/9/2009	WIP	review exhibits books, prep, settlement conference with Judge Johnson	JTB Time Wilson, Katie L.	3.00 0.00	295.00 T@1	885.00
46684	10/9/2009	WIP	settlement conference with client and judge Johnson	JTB Time Wilson, Katie L.	5.50 0.00	295.00 T@1	1622.50
46685	10/12/2009	WIP	notice from attorney to attend, e-mail from attorney	JTB Time Wilson, Katie L.	0.10 0.00	295.00 T@1	29.50
46704	10/12/2009	WIP	telephone conference with client, draft amendment to trust	JTB Time Wilson, Katie L.	1.00 0.00	295.00 T@1	295.00
46711	10/12/2009	WIP	efiling report from ABC, instructions to JP	JTB Time Wilson, Katie L.	0.05 0.00	295.00 T@1	14.75
46720	10/13/2009	WIP	research on Civil Rules witness, competency to testify	JTB Time Wilson, Katie L.	0.50 0.00	295.00 T@1	147.50
46746	10/14/2009	WIP	continue draft of findings of fact and conclusions of law	JTB Time Wilson, Katie L.	1.50 0.00	295.00 T@1	442.50
46773	10/15/2009	WIP	continue trial brief, findings of fact	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
46753	10/15/2009	TIME	WIP continue findings of fact and conclusions of law, trial outline, instructions to JP re extra exhibits books	JTB Time Wilson, Katie L.	3.50 0.00	295.00 T@1	1032.50
46780	10/16/2009	TIME	WIP Finalize findings of fact draft, instructions to JP re books to court, letter to court re settle status	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00
46782	10/16/2009	TIME	WIP e-mail to attorney re pretrial statement, review case calendar,	JTB Time Wilson, Katie L.	0.35 0.00	295.00 T@1	103.25
46790	10/16/2009	TIME	WIP continue trial brief draft, edit and proof findings of fact	JTB Time Wilson, Katie L.	1.70 0.00	295.00 T@1	501.50
46795	10/19/2009	TIME	WIP e-mail from court, to clerk, finalize trial brief, findings of fact, instructions to JP re books, documents to court, e-mail to attorney re joint statement of evidence, bill from judge Johnson	JTB Time Wilson, Katie L.	3.00 0.00	295.00 T@1	885.00
46816	10/20/2009	TIME	WIP telephone conference with Donald re trial days, testimony	JTB Time Wilson, Katie L.	0.25 0.00	295.00 T@1	73.75
46834	10/22/2009	TIME	WIP review testimony outlines, trial brief and arg file, e-mail from attorney re defendant witnesses, review discovery file re ID of witnesses, e-mails from court bailiffs re judge, new exhibit list, telephone conference with client, leave message for Don, Sam, e-mail to attorney	JTB Time Wilson, Katie L.	3.50 0.00	295.00 T@1	1032.50
46860	10/23/2009	TIME	WIP	JTB Time Wilson, Katie L.	5.50 0.00	295.00 T@1	1622.50

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description					
		pretrial prep, telephone conference with client, lucille, e-mail from court, to court, documents draft, e-mails to, fr attorney, ct			
46873	TIME	JTB	8.00	295.00	2360.00
10/25/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
trial prep, review all documents, outlines					
46872	TIME	JTB	10.00	295.00	2950.00
10/26/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
review new exhibits from defendant, trial day, conference with client, trial prep					
46886	TIME	JTB	9.00	295.00	2655.00
10/27/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
trial day					
46895	TIME	JTB	2.35	295.00	693.25
10/28/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
review findings of fact draft, court hearing, conference with client, conference with defendant attorney, conference with GAL attorney re procedures, e-mail from attorney, e-mail to bailiff re GAL					
46911	TIME	JTB	0.50	295.00	147.50
10/29/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
telephone conference with Sam, e-mail from attorney, telephone conference with Don, e-mail to attorney , conference with attorney Gompf re GAL procedures,					
46931	TIME	JTB	0.20	295.00	59.00
10/30/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
telephone conference with client, telephone conference with Don re amendments to will, trust					
46952	TIME	JTB	1.00	295.00	295.00
10/30/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
draft codicil to Will, edit amendment to trust, draft revocation of power of attorney					
46979	TIME	JTB	6.00	295.00	1770.00
11/2/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
			draft motion and order for GAL, review procedures with attorney, conference with client, execute codicil, amendment to trust, revocation of Power of attorney, e-mail to defendant attorney, start edit findings of fact per court order				
46988	11/3/2009	WIP	e-mail from court reporter, review court decision, e-mail from attorney, to attorney re restraint on account, entry of order, GAL documents	JTB Time Wilson, Katie L.	0.60 0.00	295.00 T@1	177.00
46998	11/4/2009	WIP	notice of withdrawal from attorney, e-mail to attorney, finalize motion for GAL, instructions to JG re ex parte GAL	JTB Time Wilson, Katie L.	0.50 0.00	295.00 T@1	147.50
47034	11/6/2009	WIP	finalize peititon, order for GAL, instructions to JG	JTB Time Wilson, Katie L.	0.50 0.00	295.00 T@1	147.50
47124	11/6/2009	WIP	take to exhibits parte clerk at couthouse petition and order appointing guardian, pick up conformed copies when ready	JG Time Wilson, Katie L.	0.70 0.00	100.00 T@1	70.00
47103	11/13/2009	WIP	review GAL notice	JTB Time Wilson, Katie L.	0.10 0.00	295.00 T@1	29.50
47121	11/16/2009	WIP	telephone conference with GAL	JTB Time Wilson, Katie L.	0.05 0.00	295.00 T@1	14.75
47133	11/16/2009	WIP	finalize findings of fact, office conference with GAL, review tracing funds	JTB Time Wilson, Katie L.	4.00 0.00	295.00 T@1	1180.00
47173	11/19/2009	WIP	telephone conference with bailiff, telephone	JTB Time Wilson, Katie L.	1.00 0.00	295.00 T@1	295.00

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Slip ID	Dates and Time	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
		conference with Samuel, telephone conference with Donald, telephone conference with GAL, e-mail to bailiff, conference with attorney, draft order blocking account			
47214	TIME 11/24/2009 WIP	JTB Time Wilson, Katie L.	1.00 0.00	295.00 T@1	295.00
		telephone conference with GAL, conference with GAL, draft motion and order for blocked account, message from Donald, leave message for re reverse mtg			
47238	TIME 11/25/2009 WIP	JTB Time Wilson, Katie L.	0.10 0.00	295.00 T@1	29.50
		telephone conference with client re reverse mtg, defendant moved out			
47284	TIME 12/3/2009 WIP	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00
		conference with GAL, review exhibits, draft tracing memo			
47287	TIME 12/3/2009 WIP	JTB Time Wilson, Katie L.	2.00 0.00	295.00 T@1	590.00
		conference with GAL, draft memo on tracing, e-mail to GAL, telephone conference with Don Wilson re status			
47295	TIME 12/4/2009 WIP	JTB Time Wilson, Katie L.	0.05 0.00	295.00 T@1	14.75
		instructions to JG re telephone conference with bailiff re cert service on motion			
47303	TIME 12/4/2009 WIP	JTB Time Wilson, Katie L.	0.60 0.00	295.00 T@1	177.00
		telephone conference with GAL, conference with GAL re exhibits on memo			
47316	TIME 12/7/2009 WIP	JTB Time Wilson, Katie L.	2.80 0.00	295.00 T@1	826.00
		conference with Don, continue edit findings of fact conclusions of law and judgment, conference with GAL re exhibits on final report			

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description					
47319	TIME	JTB	2.00	295.00	590.00
12/7/2009		Time	0.00	T@1	
WIP		Wilson, Katie L.			
draft motion and declaration for fees and costs					
Grand Total					
		Billable	230.35		63457.75
		Unbillable	0.00		0.00
		Total	230.35		63457.75

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Selection Criteria

Slip.Transaction Dat 12/1/2004 - 11/30/2009
Slip.Classification Open
Clie.Selection Include: Wilson, Katie L.
Slip.Transaction Typ 2 - 2

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
40445	4/29/2008	EXP	Billed Client Costs Advanced - filing fee King County	JTB Client Costs Advanced Wilson, Katie L.	1	200.00	200.00
40259	4/30/2008	EXP	Billed Client Costs Advanced - record lis pendens	JTB Client Costs Advanced Wilson, Katie L.	1	44.00	44.00
40666	5/27/2008	EXP	Billed Photocopy Charges	JTB Copy Wilson, Katie L.	80	0.15	12.00
40667	5/27/2008	EXP	Billed Postage Charge	JTB Postage Wilson, Katie L.	1	1.13	1.13
41465	6/4/2008	EXP	Billed Postage Charge	JTB Postage Wilson, Katie L.	1	1.52	1.52
41466	6/4/2008	EXP	Billed Photocopy Charges	JTB Copy Wilson, Katie L.	6	0.15	0.90
41516	6/6/2008	EXP	Billed Photocopy Charges	JTB Copy Wilson, Katie L.	80	0.15	12.00
41518	6/12/2008	EXP	Billed Photocopy Charges	JTB Copy Wilson, Katie L.	120	0.15	18.00

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Slip ID	Dates and Time Posting Status Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
41492	EXP 6/17/2008 Billed Postage Charge	JTB Postage Wilson, Katie L.	1	5.85	5.85
41493	EXP 6/17/2008 Billed Photocopy Charges	JTB Copy Wilson, Katie L.	60	0.15	9.00
41525	EXP 7/9/2008 Billed Postage Charge	JTB Postage Wilson, Katie L.	1	0.84	0.84
41526	EXP 7/9/2008 Billed Photocopy Charges	JTB Copy Wilson, Katie L.	2	0.15	0.30
41451	EXP 8/13/2008 Billed Postage Charge	JTB Postage Wilson, Katie L.	2	0.42	0.84
41450	EXP 8/13/2008 Billed Photocopy Charges	JTB Copy Wilson, Katie L.	10	0.15	1.50
41564	EXP 8/14/2008 Billed Legal Messenger	JTB Legal Messenger Wilson, Katie L.	1	41.30	41.30
41719	EXP 8/28/2008 Billed Photocopy Charges - deposition exhibits	JTB Copy Wilson, Katie L.	180	0.15	27.00
41891	EXP 8/28/2008 Billed Photocopy Charges	JG Copy Wilson, Katie L.	200	0.15	30.00
41915	EXP 8/28/2008 Billed Photocopy Charges	JG Copy Wilson, Katie L.	150	0.15	22.50

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client	Units DNB Time	Rate Rate Info Bill Status	Slip Value
41916	8/29/2008	EXP	Photocopy Charges	JG Copy Wilson, Katie L.	50	0.15	7.50
	Billed	G:25820		10/10/2008			
41890	9/15/2008	EXP	Photocopy Charges	JG Copy Wilson, Katie L.	100	0.15	15.00
	Billed	G:25820		10/10/2008			
41924	9/15/2008	EXP	Postage Charge	JG Postage Wilson, Katie L.	1	1.85	1.85
	Billed	G:25820		10/10/2008			
42484	10/13/2008	EXP	deposition reporting and transcript of defendant Mobley	JTB Deposition transcript(s) Wilson, Katie L.	1	896.45	896.45
	Billed	G:25958		11/10/2008			
45725	7/30/2009	EXP	Photocopy Charges	EN Copy Wilson, Katie L.	10	0.15	1.50
	Billed	G:31137		8/13/2009			
46769	10/15/2009	EXP	Client Costs Advanced - exhibit book tabs	JTB Client Costs Advanced Wilson, Katie L.	1	36.64	36.64
	Billed	G:31573		10/16/2009			
46771	10/15/2009	EXP	Photocopy Charges	JTB Copy Wilson, Katie L.	550	0.15	82.50
	Billed	G:31573		10/16/2009			
46799	10/19/2009	EXP	Client Costs Advanced - mediator fee	JTB Client Costs Advanced Wilson, Katie L.	1	500.00	500.00
	Billed	G:31792		11/17/2009			
47035	11/6/2009	EXP	court oral ruling transcript	JTB Deposition transcript(s) Wilson, Katie L.	1	96.00	96.00
	Billed	G:31792		11/17/2009			
Grand Total							
			Billable		0.00		2066.12
			Unbillable		0.00		0.00
			Total		0.00		2066.12