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Division I
State of Washington

No. 72817-2

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

HARBANS GREWAL and JASBIR KAUR GREWAL, husband and wife,
and HARJIT KAUR GILL;

Appellants,

v.

KAMALJIT SINGH and HARMINDER KAUR, husband and wife;
KENT VALLEY APT., LLC, a Washington Limited Liability Company,

Respondents.

APPELLANTS' OPENING BRIEF

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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	ASSIGNMENTS OF ERROR.....	2
III.	ISSUES RELATED TO ASSIGNMENTS OF ERROR.....	3
IV.	STATEMENT OF THE CASE	3
	A. Factual Background.	3
	1. Overview of the parties and their dispute.	3
	2. The parties allege complicated, and vastly contradictory, accounts of events.	5
	B. Procedural Background.	9
	1. The trial turned on the credibility of the parties’ respective accounts of events.....	9
	2. The trial court used an interpreter sporadically to translate the testimony of key witnesses.....	10
	3. The trial court excluded evidence relating to witness credibility.	12
	4. The trial court made credibility determinations, factual findings, and conclusions of law in favor of Plaintiffs-Respondents.....	13
V.	ARGUMENT.....	14
	A. The trial court erroneously failed to promptly appoint an interpreter and/or consistently utilize an interpreter, once appointed, to translate the trial testimony of Mr. Singh and Mr. Grewal.....	14
	1. Standard of review.....	15

2.	The trial court erroneously failed to utilize an interpreter, once appointed, to consistently translate the trial testimony of Mr. Singh.	17
3.	The trial court erroneously failed to promptly appoint an interpreter to translate the trial testimony of Mr. Grewal and to utilize the interpreter consistently once appointed.	20
a.	The trial court erroneously failed to promptly appoint an interpreter for Mr. Grewal.....	20
b.	The trial court erroneously failed to utilize an interpreter, once appointed, to consistently translate the trial testimony of Mr. Grewal.....	21
4.	The trial court’s failure to utilize an interpreter when necessary to translate the trial testimony of Mr. Singh and Mr. Grewal is appropriate for appellate review.	23
a.	Appellants’ claims of error relating to use of an interpreter were raised in the trial court.	23
b.	The trial court’s failure to utilize an interpreter when necessary is a manifest error affecting a constitutional right.	25
B.	The trial court erroneously excluded late-disclosed phone records.....	28
1.	Standard of review.....	29
2.	The trial court relied on unsupported facts in excluding the phone records.	29
3.	The trial court failed to apply the appropriate legal standard required before excluding late-disclosed evidence.	31

C.	The trial court erroneously refused to reopen the case to permit testimony from a bank representative regarding the bank’s use of an “account closed” stamp.....	34
1.	Standard of review	34
2.	The trial court failed to appropriately consider the potential significance of the proffered evidence regarding the bank’s use of the “account closed” stamp.....	35
D.	The trial court erroneously awarded excessive attorney fees and costs without properly assessing the reasonableness of the award.	38
1.	Standard of review.....	38
2.	The trial court failed to make and articulate appropriate findings and conclusions regarding the award of attorney fees and costs.....	39
3.	The fees awarded were excessive and unreasonable.	43
a.	The number of hours for which fees were awarded is excessive.....	43
b.	The hourly rate at which fees were awarded is unsupported.....	47
VI.	CONCLUSION.....	49

TABLE OF AUTHORITIES

Cases

<i>224 Westlake, LLC v. Engstrom Properties, LLC</i> , 169 Wn. App. 700, 281 P.3d 693 (2012).....	47
<i>Absher Const. Co. v. Kent Sch. Dist. No. 415</i> , 79 Wn. App. 841, 917 P.2d 1086 (1995).....	48, 49
<i>Atkinson v. Atkinson</i> , 38 Wn.2d 769, 231 P.2d 641 (1951).....	35, 38
<i>Berryman v. Metcalf</i> , 177 Wn. App. 644, 312 P.3d 745, (2013).....	38, passim
<i>Bowers v. Transamerica Title Ins. Co.</i> , 100 Wn.2d 581, 675 P.2d 193 (1983).....	38, 44, 45, 47
<i>Burnet v. Spokane Ambulance</i> , 131 Wn.2d 484, 933 P.2d 1036 (1997).....	29, 32
<i>Chuong Van Pham v. City of Seattle</i> , 159 Wn.2d 527, 151 P.3d 976 (2007).....	38
<i>Conner v. Universal Utilities</i> , 105 Wn.2d 168, 712 P.2d 849 (1986).....	27
<i>Finley v. Finley</i> , 47 Wn.2d 307, 287 P.2d 475 (1955).....	34
<i>Gourley v. Gourley</i> , 158 Wn.2d 460, 145 P.3d 1185 (2006).....	27
<i>Jones v. City of Seattle</i> , 179 Wn.2d 322, 314 P.3d 380 (2013)	29, 32, 34
<i>Kustura v. Dep't of Labor and Indus.</i> , 169 Wn.2d 81, 233 P.3d 853 (2010).....	16, 19, 24
<i>Mahler v. Szucs</i> , 135 Wn.2d 398, 957 P.2d 632, 966 P.2d 305 (1998).....	39, 41, 42, 43
<i>Mathews v. Eldridge</i> , 424 U.S. 319, 96 S. Ct. 893 (1976).....	27
<i>Mayer v. City of Seattle</i> , 102 Wn. App. 66, 10 P.3d 408 (2000).....	42

<i>Mayer v. Sto Indus., Inc.</i> , 156 Wn.2d 677, 132 P.3d 115 (2006).....	15, passim
<i>Nordstrom, Inc. v. Tampourlos</i> , 107 Wn.2d 735, 733 P.2d 208 (1987).....	41, 44
<i>Olympic Forest Products, Inc. v. Chaussee Corp.</i> , 82 Wn.2d 418, 511 P.2d 1002 (1973).....	27
<i>Rochester v. Tulp</i> , 54 Wn.2d 71, 337 P.2d 1062 (1959).....	35, 38
<i>Ross v. Pearson</i> , 31 Wn. App. 609, 643 P.2d 928 (1982)	35
<i>Scott Fetzer Co. v. Weeks</i> , 122 Wn.2d 141, 859 P.2d 1210 (1993)....	43, 47
<i>Sherman v. State</i> , 128 Wn.2d 164, 905 P.2d 355 (1995).....	28
<i>Smith v. Shannon</i> , 100 Wn.2d 26, 666 P.2d 351 (1983).....	24
<i>State v. Gonzales-Morales</i> , 138 Wn.2d 374, 979 P.2d 826 (1999).....	15, 16, 19, 24
<i>State v. Korich</i> , 130 Wn. 243, 226 P. 1016 (1924).....	15
<i>State v. Lynn</i> , 67 Wn. App. 339, 835 P.2d 251 (1992)	26, 27
<i>State v. Mendez</i> , 56 Wn. App. 458, 784 P.2d 168 (1989).....	16, 21
<i>State v. Trevino</i> , 10 Wn. App. 89, 516 P.2d 779 (1973).....	15
<i>State v. Woo Won Choi</i> , 55 Wn. App. 895, 781 P.2d 505 (1989).....	16, 21
<i>State v. WWJ Corp.</i> , 138 Wn.2d 595, 980 P.2d 1257 (1999)	26, 27
<i>Williams v. Burrus</i> , 20 Wn. App. 494, 581 P.2d 164 (1978).....	35
<i>Zackovich v. Jasmont</i> , 32 Wn.2d 73, 200 P.2d 742 (1948)	34, 35
<i>Zulauf v. Carton</i> , 30 Wn.2d 425, 192 P.2d 328 (1948)	34
Statutes	
RCW 2.43.010	16, 21

RCW 2.43.030(1).....	16, 19, 23, 24
RCW 2.43.060(1)(b)	17, 19, 23

I. INTRODUCTION

This case involves two families who went into business together as joint owners of an LLC, and then later agreed that one family would take over sole ownership of the LLC, buying out the other family.

The families disagree about what payment arrangements were made to effectuate this buyout and whether payment for the buyout was ever received. These disagreements formed the crux of this lawsuit.

At trial, both families presented extensive, and almost entirely contradictory, evidence to support their respective positions as to whether and how payment was made. As the trial court explained, there were “considerable differences in the testimony of the two families,” RP 883-884¹, and credibility was a significant issue at trial. RP 349. This appeal centers on concerns that the trial court was not adequately equipped to make the credibility assessments and factual determinations on which this case turned because the court failed to utilize an interpreter it had ruled was necessary to translate the trial testimony of key witnesses, causing significant confusion, and refused to consider certain evidence and testimony proffered by the defense.²

¹ Citations to the Report of Proceedings (“RP”) reference the trial transcript spanning from September 3, 2014 through September 18, 2014 unless another hearing date is clearly specified.

² While Appellants do not contest the specific credibility determinations or factual findings made by the trial court, they do contest the court’s ability to make the credibility determinations and factual findings that informed its conclusions of law and the judgment

Additionally, this appeal challenges the trial court's award of excessive attorney fees, because the award was not based on an appropriate assessment of the reasonableness of the fees requested or awarded.

II. ASSIGNMENTS OF ERROR

1. The trial court erred by making findings of fact 11, 13-26, 30, 34-35, 37, 39-45, 47, 52-68, and 74-77, which involved determinations of contested facts and assessments of witness credibility. CP 1796-1812 (Appendix A).

2. The trial court erred by reaching conclusions of law 7-25 based on its findings of fact and credibility determinations. CP 1812-1817 (Appendix A).

3. The trial court erred by entering judgment against Appellants. CP 1832-1835 (Appendix B).

4. The trial court erred by appointing a receiver to take charge over the property held by Kent Valley Apts. LLC, pursuant to its judgment. CP 1819-1829.

5. The trial court erred by approving the receiver's sale of the property held by Kent Valley Apts. LLC. CP 2034-2037.

in this case, given the comprehension difficulties created by the court's failure to appropriately utilize the interpreter to translate the testimony of key witnesses and the court's refusal to admit evidence shedding light on the witnesses' credibility.

6. The trial court erred by awarding Respondents \$343,291.02 in attorney fees and costs. CP 1830-1831 (Appendix C).

III. ISSUES RELATED TO ASSIGNMENTS OF ERROR

1. Did the trial court erroneously fail to promptly appoint an interpreter and/or consistently utilize an interpreter, once appointed, to translate the trial testimony of parties Kamaljit Singh and Harbans Grewal, despite the witnesses' limited English proficiency, the trial judge's acknowledged difficulty understanding their testimony without use of the interpreter, and the court's determination that an interpreter was needed?

(Assignments of Error 1-5)

2. Did the trial court erroneously exclude late-disclosed phone records? (Assignments of Error 1-5)

3. Did the trial court erroneously refuse to reopen the case to permit testimony from a bank representative regarding the bank's use of an "account closed" stamp? (Assignments of Error 1-5)

4. Did the trial court erroneously award excessive attorney fees without properly assessing the reasonableness of the award?

(Assignments of Error 3, 6)

IV. STATEMENT OF THE CASE

A. Factual Background.

1. Overview of the parties and their dispute.

Defendants-Appellants Harbans Grewal and Jasbir Kaur Grewal are a married couple. RP 598. Defendant-Appellant Harjit Kaur Gill is Mr. Grewal's sister. *Id.* Mr. Grewal holds, and at all relevant times held, a power of attorney authorizing him to act as attorney-in-fact for Ms. Gill. *See* RP 64, 149, 152-153, 860-861; Ex. 61. Plaintiffs-Respondents Kamaljit Singh and Harminder Kaur are a married couple. RP 249. Plaintiff-Respondent Kent Valley Apt. LLC ("the LLC") was a Washington limited liability corporation that held real property located at 23803 West Valley Highway South, Kent, Washington, 98032. Ex. 7; CP 1820.

In September 2009, Ms. Gill purchased a 50% ownership interest in the LLC, RP 84, which was previously wholly-owned by Ms. Kaur. Ex. 5 at 2. Ms. Gill paid Ms. Kaur \$235,000 in exchange for her 50% interest in the LLC, RP 84, and they entered into an Operating Agreement setting forth their respective interests and obligations in connection with the LLC. Ex. 9. Ms. Gill's purchase of the 50% ownership interest was negotiated by Mr. Grewal, as attorney-in-fact for Ms. Gill, and Mr. Singh, who is Ms. Kaur's husband. RP 146, 152-153. Although Ms. Gill and Ms. Kaur were the actual named owners of the LLC, Mr. Grewal and Mr. Singh acted as the de facto owners of, and partners in, the LLC. *See* RP 157-158, 1052-1053. For ease of reference, Mr. Grewal and Ms. Gill are referred to

hereinafter collectively as “the Grewal Parties,” while Mr. Singh and Ms. Kaur are referred to as “the Singh Parties.”

In 2010, the Grewal and Singh Parties agreed that the Grewal Parties would assume ownership of the entire LLC from the Singh Parties in exchange for \$235,000. RP 176-177. On December 20, 2010, the Singh Parties and Mr. Grewal, as attorney-in-fact for Ms. Gill, executed documents reflecting this transfer, and filed documents with the Washington Secretary of State reflecting that Ms. Gill was the sole owner of the LLC. Exs. 25, 28 at 50-51, 73. On January 8, 2011, Ms. Kaur and Mr. Grewal, as attorney-in-fact for Ms. Gill, executed an addendum that formalized and clarified the terms of the ownership transfer. Ex. 34.³

While it is undisputed that the Grewal and Singh Parties sought to transfer sole ownership in the LLC to Ms. Gill, RP 176-177, 926-927, 940-941, and that they executed and filed documents effectuating this transfer, *see* Exs. 25, 28 at 50-51, 73, the Grewal and Singh Parties dispute whether, how, and when the Grewal Parties paid for Ms. Gill’s assumption of sole ownership of the LLC. *See* § IV.A.2, *infra*.

2. The parties allege complicated, and vastly contradictory, accounts of events.

The Grewal and Singh Parties allege strikingly different

³ On January 25 2011, Ms. Gill executed a deed of trust on the property held by the LLC in favor of Mr. Grewal’s wife. Ex. 40. Then, in April 2013, Ms. Grewal sold her interest in the deed of trust to Satwinder Sharma, who was a Defendant at trial but is not an Appellant. Ex. 41.

arrangements regarding the intended consideration for the LLC ownership transfer and their interactions in connection therewith.

According to the Grewal Parties, in the summer of 2010, Ms. Gill loaned Mr. Singh 1.1 million rupees while Mr. Singh, Ms. Gill, and Mr. Grewal were all visiting India. RP 929-931. The Grewal Parties allege that Mr. Singh wrote Ms. Gill a check in the amount of \$215,816.81, post-dated to December 1, 2010, Ex. 16 (Appendix D); RP 926-929, and that they all reached the understanding that Mr. Singh would either repay Ms. Gill for the loan of 1.1 million rupees by alerting the Grewal Parties that they could cash the check, or if Mr. Singh did not have adequate funds to honor the check, Ms. Gill would instead assume 100% ownership over the LLC as forgiveness for the loan made in India and other smaller loans.⁴ RP 926-933. According to the Grewal Parties, Mr. Singh was unable to repay them, so they did not cash his check, but instead forgave the \$235,000 they had loaned him in exchange for Ms. Gill's assumption of sole ownership of the LLC. RP 933-937, 940-942.

The Singh Parties deny that they agreed to exchange their ownership interest in the LLC in exchange for loan forgiveness. RP 177-178, 239. Mr. Singh denies that he gave the Grewal Parties a post-dated

⁴ The Grewal Parties previously loaned the Singh Parties \$22,000 through a series of small loans. These loans, plus the \$215,816.81 loan made in India, totaled \$235,000, which they all agreed to be fair consideration for the Grewal Parties' assumption of the Singh Parties interest in the LLC. RP 927-929.

check made out for \$215,816.81, but acknowledges that he signed the check in question. RP 235. He alleges that the Grewal Parties possessed the check because he provided it to Mr. Grewal, as a signed but otherwise blank check, in December 2009 so that Mr. Grewal could purchase electric supplies in connection with a construction project. RP 235-237.

According to the Singh Parties, they agreed to sell their interest in the LLC to Ms. Gill in exchange for a direct payment of \$235,000. RP 177-178. They allege that they executed and filed the documents reflecting the ownership transfer in December 2010, *see* Exs. 25, 28 at 50-51, 73, based on the understanding that Mr. Grewal would give them a check for \$235,000 from Ms. Gill, but they did not receive such a check at that time. RP 177-178. They allege instead that Mr. Grewal told them he would provide them a check after consulting with counsel to confirm and formalize the terms of the ownership transfer. RP 178-179. According to the Singh Parties, Mr. Grewal did provide them with a check in the amount of \$235,000 on January 8, 2011, when he and Ms. Kaur executed an addendum formalizing the ownership transfer. RP 85, 88; Exs. 35 (Appendix E), 34. The Singh Parties allege that when they tried to cash the check at a Bank of America branch in March 2011, the teller informed them that the account on which the check was drawn had been closed and marked the check with an “account closed” stamp. RP 89-90, 101, 205-

206; Ex. 35.

Mr. Grewal denies that he gave the Singh Parties a check in exchange for the transfer of full LLC ownership to Ms. Gill, or ever promised to give them such a check, since the consideration for the transfer was forgiveness for the loans previously made by the Grewal Parties to the Singh Parties. RP 940-942. He further denies that he wrote or signed the check that the Singh Parties allege he provided to them. RP 978-980. The Grewal Parties believe that the Singh Parties obtained that check by taking it from Ms. Gill's belongings which she had stored in the Singh Parties' home. *Id.*; RP 468-471.

The Singh Parties allege that they attempted repeatedly and unsuccessfully during the spring of 2011 to contact Mr. Grewal to seek payment of \$235,000 from the Grewal Parties. RP 91-93, 205. They allege that Mr. Grewal refused to take their calls, RP 91, 205, forcing Ms. Kaur to travel to his home in Canada in April 2011 to request that the Grewal Parties make payment of the \$235,000 and take steps to remove the deed of trust from the property, both of which Mr. Grewal refused. RP 91-93, 208.

Mr. Grewal alleges that he communicated regularly with the Singh Parties during the spring of 2011. RP 678-680, 982-983. According to Mr. Grewal, the Singh Parties came to his home in Canada not to demand

payment, but to attend a religious parade. RP 627-628, 980-982. He asserts that the Singh Parties did not ask for payment for the transfer of the LLC interest to Ms. Gill, beyond the loan forgiveness they had agreed upon, RP 976-977, 982, 984, but did ask him to loan them additional money in the spring of 2011 because they were in danger of losing their home. RP 984-985.

B. Procedural Background.

In May 2013, the Singh Parties filed suit to quiet title on behalf of themselves and the LLC, against Mr. and Ms. Grewal, Ms. Gill, Mr. Sharma, and Chicago Title Insurance Company (“Chicago Title”), alleging that the Grewal Parties never paid for their assumption of sole ownership of the LLC, and asserting claims for fraudulent transfer and breach of fiduciary duty. CP 1-32. Ms. Gill asserted counterclaims for breach of contract, fraudulent transfer, and to quiet title, alleging that full payment had been made for the LLC ownership transfer. CP 43-45.

This case proceeded to trial on September 3, 2014 as a seven day bench trial before the Honorable John R. Ruhl. *See* RP 1-1173.

1. The trial turned on the credibility of the parties’ respective accounts of events.

At trial, the Grewal and Singh Parties testified about their respective assertions regarding the intended consideration for the LLC ownership transfer to Ms. Gill, how and when the checks in question fell

into one another's hands, and their interactions during the spring of 2011. *See e.g.*, RP 85-93, 177-179, 235-237, 678-680, 926-942, 976-984. Additionally, Plaintiffs and Defendants each presented an array of evidence to support and refute the Grewal and Singh Parties' contradictory accounts of events, and to otherwise bolster or undermine witness credibility, including: financial documentation and testimony regarding the absence thereof, *see, e.g.*, Exs. 38, 49, 50, 69; RP 590, 1042-1043; testimony from third-party witnesses, including handwriting experts, RP 384-457, 501-580, 740-774, 783-841; and various legal documents, including a police report, Ex. 43, and a prior criminal judgment, Ex. 94.

As the trial court observed, "credibility [wa]s a huge issue," RP 349, and there were "discrepancies in testimony all the way through." RP, November 14, 2014 hearing transcript ("11/14 hrg"), at 7.

Despite the significance of credibility in this case, and the complicated and contradictory evidence presented by the Singh and Grewal Parties in support of their respective contentions, the trial court failed to utilize an interpreter consistently to translate the testimony of key witnesses, and excluded evidence bearing on witness credibility. *See* §§ IV.B.2-3, *infra*.

2. The trial court used an interpreter sporadically to translate the testimony of key witnesses.

Several of the parties in this matter speak Punjabi and have varying

degrees of English proficiency. *See generally* RP 10-13. At the start of trial, counsel for Plaintiffs and Defendants agreed that despite these language barriers, the entire proceedings need not be translated. *Id.* However, it was determined that an interpreter would be used “when a witness is on the stand who may need an interpreter” RP 12. An interpreter was utilized consistently when Ms. Kaur, Ms. Gill, Mr. Sharma, and Ms. Grewal testified to translate both the questions posed to the witnesses and the answers provided by them. RP 14, 84, 459, 548, 586. In the case of Mr. Singh and Mr. Grewal, the interpreter was used only sporadically, *see e.g.*, RP 119-121, 148-165, 176-182, 185-190, 226-251, 291-311, 615-616, 869-870, 897-898, 924-929, and when the interpreter was used, it was only to translate the answers Mr. Singh and Mr. Grewal provided. RP 118-19, 121, 924-925.

The trial court specifically appointed an interpreter for Mr. Singh and Mr. Grewal, RP 120, 924-925, and acknowledged that it had difficulty understanding their testimony without use of an interpreter, *see, e.g.*, RP 182 (“I’m not catching it”), 266 (“I don’t always understand the witness’s English”), 869 (“[W]e don’t have an interpreter and I miss things . . .”), 1022 (“I’m getting a little confused here . . . I don’t know if it’s the language or me. . .”). However, the trial court allowed Mr. Singh and Mr. Grewal to offer significant portions of their testimony directly in

English, even after an interpreter was appointed, which caused significant and continued comprehension difficulties. *See e.g.*, RP 120, 296, 299-300, 302-303, 309, 335, 353, 367, 374, 457, 927, 933, 939, 948, 956, 963-964, 966, 968-970, 973, 982, 993, 998, 1002, 1007-1008, 1014, 1015, 1017, 1023-1024, 1030, 1035-1037, 1044, 1047, 1050.

3. The trial court excluded evidence relating to witness credibility.

The trial court also excluded certain evidence bearing on witness credibility that was proffered by Defendants.

The court prohibited counsel for Defendants from introducing late-disclosed phone records, RP 23-26, 858-860, which were proffered to undermine the Singh Parties' claims that Mr. Grewal repeatedly ignored their phone calls requesting payment for the LLC ownership transfer throughout the spring of 2011, *see* RP 91-93, 205, and to bolster Mr. Grewal's testimony that he communicated with them regularly during that period, *see* RP 678-680, 982-983.

The trial court also refused defense counsel's request to reopen evidence to present testimony from a Bank of America representative that the bank does not mark checks with an "account closed" stamp, RP 11/14 hrg, at 17, 19; CP 1791-1792 (Exhibit F), which would have directly contradicted the Singh Parties' testimony about the check, *see* RP 89-90, 101, 205-206; Ex. 35, while supporting the Grewal Parties' assertions that

the Singh Parties forged the check. RP 940-942, 978-980.

4. The trial court made credibility determinations, factual findings, and conclusions of law in favor of Plaintiffs-Respondents.

The trial court ultimately entered findings of fact largely consistent with the Singh Parties' allegations regarding the intended consideration for the transfer of ownership in the LLC, the checks in question, and the interactions that took place in spring 2011. CP 1796-1812. Based on these factual findings, the trial court reached conclusions of law in favor of Plaintiffs on all of their claims and Ms. Gill's counterclaims, CP 1812-1817, and invited Plaintiffs to file a motion seeking their attorney fees and costs. CP 1817. The trial court subsequently ordered that Plaintiffs were entitled to all the fees and costs they requested minus a five-percent reduction. CP 1830-1831; RP 11/14 hrg, at 15.

On November 14, 2014, the trial court issued a final judgment: 1) awarding Mr. Singh and Ms. Kaur a monetary judgment in the amount of \$343,291.02 against Ms. Grewal and Ms. Gill for attorney fees and costs, 2) enjoining Defendants from taking any action to cloud title to the property held by the LLC, 3) rescinding the transfer of sole ownership of the LLC to Ms. Gill, 4) voiding the deed of trust on the property held by the LLC that Ms. Grewal sold to Mr. Sharma, and discharging any lien it created on the property, 5) dissolving the LLC, and 6) ordering the

appointment of a receiver to wind-up, liquidate, and distribute the LLC's assets to Ms. Kaur and Ms. Gill as co-owners of LLC, with Ms. Gill's share of any proceeds reduced to pay the attorney fees judgment. CP 1832-1835. On that same day, the trial judge appointed a receiver, CP 1819-1829, and on December 23, 2014, Court Commissioner Henry Hudson approved of the receiver's sale of the property held by the LLC for \$685,000. CP 2034-2037.

V. ARGUMENT

A. The trial court erroneously failed to promptly appoint an interpreter and/or consistently utilize an interpreter, once appointed, to translate the trial testimony of Mr. Singh and Mr. Grewal.

Despite expressing concerns that he, as the fact finder, had difficulty understanding Mr. Singh and Mr. Grewal without use of an interpreter, *see, e.g.*, RP 182, 266, 869, 1022, the trial judge permitted both witnesses to offer significant portions of their testimony directly in English, *see, e.g.*, RP 119-121, 148-165, 176-182, 185-190, 226-251, 291-311, 615-616, 869-870, 897-898, 924-929, 965-985.

In the case of Mr. Singh, the trial court promptly appointed an interpreter, RP 120, but failed to utilize the interpreter consistently, *see, e.g.*, RP 148-165, 176-182, 185-190, 226-251, 291-311. In the case of Mr. Grewal, the court initially failed to appoint an interpreter, RP 615-616, 897-898, and then failed to utilize the interpreter consistently once

appointed, *see, e.g.*, 924-929, 965-985.

The trial erred in failing to utilize an interpreter when necessary to translate the trial testimony of parties Mr. Singh and Mr. Grewal and in not requiring consistent use of the interpreter once appointed, especially given the trial court's acknowledgment that credibility was a significant issue in the case, and that it was thus important to "hear the witnesses." RP 349.

1. Standard of review.

"The appointment of an interpreter is a matter resting in the discretion of the trial court, to be disturbed only upon a showing of abuse." *State v. Trevino*, 10 Wn. App. 89, 94-95, 516 P.2d 779 (1973). *See also State v. Korich*, 130 Wn. 243, 246, 226 P. 1016 (1924); *State v. Gonzales-Morales*, 138 Wn.2d 374, 381, 979 P.2d 826 (1999).

"An abuse of discretion occurs when a decision is 'manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons.' A discretionary decision rests on 'untenable grounds' or is based on 'untenable reasons' if the trial court relies on unsupported facts or applies the wrong legal standard" *Mayer v. Sto Indus., Inc.*, 156 Wn.2d 677, 684, 132 P.3d 115 (2006) (quoting *Associated Mortgage Investors v. G.P. Kent Constr. Co., Inc.*, 15 Wn. App. 223, 229, 548 P.2d 558 (1976)).

While discretion to appoint an interpreter rests with the trial court, it is “the policy of this state to secure the rights . . . of persons who . . . are unable to readily understand or communicate in the English language,” RCW 2.43.010, so “[i]f a court determines that a person is not fluent in English or ‘cannot readily speak or understand the English language’ then it must appoint an interpreter.” *State v. Mendez*, 56 Wn. App. 458, 462, 784 P.2d 168 (1989) (quoting RCW 2.42.020, part of the predecessor to RCW 2.43 *et seq.*). If a witness’s English skills “are adequate enough to . . . present his defense, he has no right to an interpreter,” but he must be “capable of making himself understood.” *State v. Woo Won Choi*, 55 Wn. App. 895, 902, 781 P.2d 505 (1989).

“Whenever an interpreter is appointed to assist a non-English-speaking person in a legal proceeding, the appointing authority shall, in the absence of a written waiver by the person, appoint a certified or a qualified interpreter to assist the person throughout the proceedings.” RCW 2.43.030(1) (emphasis added). *See also, Gonzales-Morales*, 138 Wn.2d at 829; *Kustura v. Dep’t of Labor and Indus.*, 169 Wn.2d 81, 92, 233 P.3d 853 (2010). Moreover, a party cannot waive the right to an interpreter, once appointed, unless the court “determines on the record that the waiver has been made knowingly, voluntarily, and intelligently.”

RCW 2.43.060(1)(b).⁵

2. **The trial court erroneously failed to utilize an interpreter, once appointed, to consistently translate the trial testimony of Mr. Singh.**

The trial court abused its discretion by failing to require consistent translation of Mr. Singh's answers by an interpreter.

It was agreed at the start of trial that "only when a witness is on the stand who may need an interpreter will we use the services of the interpreter. But if the witness understands English sufficiently and doesn't want an interpreter, we will conduct the interrogation of the witness without an interpreter." RP 12.

Mr. Singh began his trial testimony in English without the use of an interpreter. RP 119. However, almost immediately after he began testifying in English, the court requested that Mr. Singh testify through an interpreter, since the judge was "not able to understand very well," RP 119-120, and it "would be helpful for [the court]" if Mr. Singh's answers were translated from Punjabi to English by the interpreter. RP 121.

Notwithstanding the judge's concern about his ability to understand Mr. Singh's English, and his appointment of an interpreter for Mr. Singh, the court permitted Mr. Singh to repeatedly continue testifying directly in English rather than using the interpreter. RP 124, 127, 129,

⁵ RCW 2.43.010, RCW 2.43.030, and RCW 2.43.060 are collectively Appendix G.

131-134, 137-138, 140, 143, 146, 148-149, 151-153, 155-165, 176-182, 185-190, 192-193, 195, 197, 199, 201, 203, 206-208, 210, 212, 218, 219-222, 224, 226-251, 254-255, 260, 267, 279-281, 287, 292-311, 321, 329, 334, 335, 337-339, 352-361, 365-369, 371-377, 381-382, 438-439, 447-451, 453-454, 456-457, 1049-1051, 1053, 1056-1057, 1064, 1068, 1071-1073, 1076-1078.

Despite the extensive direct English testimony offered by Mr. Singh, the judge acknowledged that he was “listening primarily to the interpreter” because he couldn’t “always understand the witness’s English.” RP 266. *See also* RP 182 (“I’m listening to the interpreter. And then you’re talking and . . . I’m not catching it”) However, the court permitted Mr. Singh to continue testifying directly in English thereafter. *See supra*.

Mr. Singh’s testimony in English, rather than through the interpreter, caused repeated comprehension problems. Fifteen of Mr. Singh’s direct answers in English were partially unintelligible or inaudible. RP 120, 296, 299-300, 302-303, 309, 335, 353, 367, 374, 457, 1050. During Mr. Singh’s testimony, the judge expressed that he was “lost,” RP 202, “hanging on for dear life,” RP 196, 367, “getting a little mixed up,” RP 339, and having “difficult[y] follow[ing],” RP 370. Mr. Singh’s English answers at times overlapped with the interpreter’s

attempts at translation, *see, e.g.*, RP 177-182, causing the trial judge further confusion. RP 182, 198, 338. The trial court's confusion arose during key points in Mr. Singh's testimony, such as when Mr. Singh was providing his account of the events surrounding the LLC ownership transfer to the Grewal Parties. *See, e.g.*, RP 181-185.

The court plainly believed that an interpreter was needed for Mr. Singh and thus appointed an interpreter to translate his answers from Punjabi to English. RP 120-121. Because there is no evidence in the record that Mr. Singh provided, or was asked to provide, a written waiver following appointment of the interpreter, the court was obliged to continue utilizing the interpreter "throughout the proceedings" once it determined that translation of Mr. Singh's testimony was necessary and appointed an interpreter. RCW 2.43.030(1); RCW 2.43.060(1)(b); *Gonzales-Morales*, 138 Wn.2d at 829; *Kustura*, 169 Wn.2d at 92. In failing to do so, the trial court ignored the prevailing and appropriate legal standard, abusing its discretion. *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684.

Moreover, given the importance of credibility in the trial, and the trial court's acknowledgment that it needed to "hear the witnesses," RP 349, it was manifestly unreasonable, and thus an abuse of discretion, *see Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684, to allow Mr. Singh to continue testifying directly in English when this inconsistent use of the

interpreter so significantly impaired the trial court's comprehension of the testimony. *See e.g.*, RP 182, 196, 198, 266, 338, 367.

3. The trial court erroneously failed to promptly appoint an interpreter to translate the trial testimony of Mr. Grewal and to utilize the interpreter consistently once appointed.

In the case of Mr. Grewal, the trial court abused its discretion by failing to promptly appoint an interpreter to translate Mr. Grewal's testimony and in failing to require consistent translation of Mr. Grewal's answers once the interpreter had been appointed.

a. The trial court erroneously failed to promptly appoint an interpreter for Mr. Grewal.

Like Mr. Singh, Mr. Grewal began his trial testimony in English, RP 616, and testified over the course of three days, as a witness in the Plaintiffs' case and the defense case-in-chief, without the aid of an interpreter.⁶ RP 616-738, 842-881, 901-924.

During the course of this testimony, at least sixty of Mr. Grewal's answers in English were partially unintelligible or inaudible. RP 623, 633, 658, 675-677, 681, 684, 689-690, 710-711, 713-717, 721-722, 724-728, 731, 734, 844, 846-848, 850, 852-853, 856, 861-863, 867-870, 872-873, 875, 880, 903, 911-912. In the midst of Mr. Grewal's unaided testimony,

⁶ The court asked the interpreter to translate one of Mr. Grewal's answers during his testimony as part of the Plaintiffs' case, relating to the name of a Sikh religious parade. RP 628. Otherwise, the interpreter was not utilized for the first two and a half days of Mr. Grewal's testimony. *See* RP 616-738, 842-881, 901-924.

the trial judge noted that “since we don’t have an interpreter . . . I miss things . . .” RP 869. At the time, an interpreter was available if needed, RP 807-808, but the trial court did not call on the interpreter to assist with Mr. Grewal’s testimony. RP 869. Not until the third day of Mr. Grewal’s testimony did the court appoint an interpreter, noting that Mr. Grewal’s English didn’t seem as clear as it had previously. RP 924-925.

Before the trial court appointed an interpreter for Mr. Grewal, he provided at least sixty answers that were not fully intelligible, *see supra*, and the trial judge admitted that he was “miss[ing] things.” RP 869. Under these circumstances, Mr. Grewal was plainly incapable of “making himself understood,” *Woo Won Choi*, 55 Wn. App. at 902, so the court was required to appoint an interpreter. *Mendez*, 56 Wn. App. at 462; RCW 2.43.010. The court’s failure to appoint an interpreter for Mr. Grewal, despite the requirement that it do so, was an abuse of discretion. *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684. It was also manifestly unreasonable, and thus a further abuse of discretion, *id.*, given that an interpreter was readily available, RP 807-808.

b. The trial court erroneously failed to utilize an interpreter, once appointed, to consistently translate the trial testimony of Mr. Grewal.

Despite the trial court’s appointment of an interpreter for Mr. Grewal, motivated by its stated concern about the clarity of Mr. Grewal’s

English, RP 924-925, the court permitted Mr. Grewal to continue testifying almost exclusively in English thereafter, rather than using the interpreter. RP 925-986, 991-1048.⁷

Mr. Grewal's direct English testimony following the court's appointment of an interpreter continued to create comprehension difficulties. During this portion of his testimony, another thirty-one of his answers, given directly in English rather than through the interpreter, were partially unintelligible or inaudible.⁸ RP 927, 933, 939, 948, 956, 963-964, 966, 968-970, 973, 982, 993, 998, 1002, 1007-1008, 1014, 1015, 1017, 1023-1024, 1030, 1035-1037, 1044, 1047. The trial judge noted his continued difficulty in understanding the testimony, RP 1022 ("I'm getting a little confused here. I'm sorry. I don't know if it's the language or me . . ."), but nonetheless permitted Mr. Grewal to continue testifying directly in English. RP 1023-1048.

Significantly, the trial court acknowledged the need for an interpreter, and then allowed Mr. Grewal to continue testifying in English,

⁷ The trial transcript does not clearly specify whether Mr. Grewal testified directly in English or via the interpreter following the lunch recess on September 17, 2014, RP 989, 991-1048, but the parties present will not dispute that Mr. Grewal testified almost exclusively in English during this period. This is confirmed by the trial court's request that he provide one of his answers during that period of testimony through the interpreter, indicating that the remaining answers he gave were provided directly in English. *See* RP 996.

⁸ The record reflects that over the course of his testimony, before and after an interpreter was appointed, Mr. Grewal provided almost one hundred partially unintelligible or inaudible answers in English. *See supra*. The cumulative impact of this on the trial court's ability to comprehend his account of events cannot be underestimated.

in the midst of Mr. Grewal's testimony about the loan that Ms. Gill made to Mr. Singh in India, *see* RP 924-929. This was the crux of the defense account of how the Grewal Parties paid for the LLC ownership transfer, which, notably, the trial court did not accept. *See* CP 1796-1812.

After finally appointing an interpreter to assist Mr. Grewal, RP 924-925, without a written waiver from Mr. Grewal, the trial court was obliged to utilize the interpreter "throughout the proceedings." RCW 2.43.030(1); *see also* RCW 2.43.060(1)(b). By ignoring this statutory requirement, and allowing Mr. Grewal to continue testifying directly, adding to the vast amount of unintelligible or confusing testimony, *see supra*, the court abused its discretion. *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684.

- 4. The trial court's failure to utilize an interpreter when necessary to translate the trial testimony of Mr. Singh and Mr. Grewal is appropriate for appellate review.**
 - a. Appellants' claims of error relating to use of an interpreter were raised in the trial court.**

Here, counsel for Defendants did not officially object to the trial court's failure to appoint an interpreter and/or utilize an interpreter to consistently translate the trial testimony of Mr. Singh and Mr. Grewal. However, the issue of the need for and adequacy of interpreter services was repeatedly raised by and to the trial court. *See* RP 12, 182, 196, 266, 338, 367, 615, 869, 897-898, 924-925, 1022.

The reason for the general rule that errors should be raised in the trial court “is to afford the trial court an opportunity to correct any error, thereby avoiding unnecessary appeals and retrials.” *Smith v. Shannon*, 100 Wn.2d 26, 37, 666 P.2d 351 (1983). Here, there can be no question that the trial court was afforded that opportunity.

At the start of the trial, it was agreed by counsel for Plaintiffs and Defendants that an interpreter would be used when necessary, but would not be used “if the witness understands English sufficiently.” RP 12.

When Mr. Singh was testifying, with the interpreter translating his answers intermittently, *see, e.g.*, RP 226-251, 254-255, 260, defense counsel sought to clarify whether and to what extent the interpreter was needed. RP 266. In cross-examining Mr. Singh, he instructed that “if you need translation, let me know.” *Id.* Counsel then followed up with the court: “I assume if he’s not translated, you don’t need it? Is that correct, Your Honor?” *Id.* Through this inquiry, counsel for Defendants effectively raised the issue at the heart of the errors now claimed, giving the trial court an opportunity to correct course.⁹ Moreover, in continuing to acknowledge his comprehension difficulties while Mr. Singh testified in

⁹ The record shows that the court *did* “need” the translation. In response to defense counsel’s inquiry, the trial court noted that he couldn’t “always understand the witness’s English” and was thus “listening primarily to the interpreter.” *Id.* However, despite this acknowledgement that an interpreter was “needed”, the trial court did not require consistent use of the interpreter as required by case law and statute, *see* RCW 2.43.030(1); *Gonzales-Morales*, 138 Wn.2d at 829; *Kustura*, 169 Wn.2d at 92, instead allowing Mr. Singh to continue testifying in English, often unintelligibly, *see supra*.

English, *see e.g.*, RP 182, 196, 198, 266, 338, 367, the trial court was plainly aware of the concerns now raised on appeal.

Appellants' claims relating to the court's failure to utilize an interpreter as necessary were also raised in connection with the testimony of Mr. Grewal. When the trial court asked whether an interpreter would be needed for Mr. Grewal, defense counsel responded with the key concern now raised: "Well, it's just a question of whether or not you can understand Mr. Harbans Grewal." RP 615. Later, defense counsel again inquired of the court: "Mr. Grewal – was the Court able to understand him? Do you want a stand-by interpreter[?]" RP 897. Mr. Grewal himself explained: "If there's any problem, then we can have [an interpreter.]" RP 898. In so doing, Mr. Grewal and his counsel clearly made the court aware of their position that if there were any difficulties comprehending Mr. Grewal's testimony, it would be best to proceed with an interpreter.¹⁰

b. The trial court's failure to utilize an interpreter when necessary is a manifest error affecting a constitutional right.

Regardless of whether Appellants' claims of error relating to the

¹⁰ While the trial judge indicated at the time of this exchange over the need for an interpreter that he "was able to understand Mr. Grewal," RP 898, he appointed an interpreter shortly thereafter. RP 924-925. Additionally, the extensive number of Mr. Grewal's English answers that were partially unintelligible or inaudible, *see supra*, combined with the court's acknowledged inability to understand key portions of Mr. Grewal's testimony, RP 869, 1022, suggests that the court could *not* actually understand Mr. Grewal.

use of an interpreter were raised to a certain degree of clarity in the trial court, the court's failure to appoint an interpreter and/or utilize the interpreter consistently, once appointed, in connection with the trial testimony of Mr. Singh and Mr. Grewal must be heard on appeal because it is a "manifest error affecting a constitutional right." RAP 2.5(a).

An error is considered "manifest" when the party claiming error makes "a plausible showing . . . that the asserted error had practical and identifiable consequences in the trial of the case." *State v. Lynn*, 67 Wn. App. 339, 345, 835 P.2d 251 (1992), *accord State v. WWJ Corp.*, 138 Wn.2d 595, 603, 980 P.2d 1257 (1999).

Here, the trial court's failure to appoint an interpreter when necessary, and to require consistent testimony through the interpreter once appointed, contributed to the court's acknowledged confusion and difficulty understanding the evidence. *See e.g.*, RP 182, 196, 198, 266, 338, 367, 869, 1022. Beyond the court's stated comprehension difficulties, the trial transcript reveals that a significant portion of the English answers provided by Mr. Singh and Mr. Grewal were at least partially unintelligible or inaudible. *See supra*.

Since this case turned on credibility, RP 349, and there were "discrepancies in testimony all the way through," RP 11/14 hrg, at 7, it was very important for the court to "hear the witnesses." RP 349. Because

the trial court's error in failing to use an interpreter when necessary diminished the court's ability to hear and understand the witnesses, it "had practical and identifiable consequences in the trial of the case," *Lynn*, 67 Wn. App. at 345, and was thus a manifest error. *Id.*

The court's error in failing to utilize an interpreter consistently and when necessary to translate the testimony of Mr. Singh and Mr. Grewal was not only manifest, but it also infringed Appellants' procedural due process rights, thus implicating exactly the sort of "constitutional right" contemplated by RAP 2.5(a). *Conner v. Universal Utilities*, 105 Wn.2d 168, 171, 712 P.2d 849 (1986) ("It is consistent with RAP 2.5(a) for a party to raise the issue of denial of procedural due process in a civil case at the appellate level for the first time."); *see also, WWJ Corp.*, 138 Wn.2d at 601-602, 606.

"The fundamental requirement of due process is the opportunity to be heard 'at a meaningful time and in a meaningful manner.'" *Mathews v. Eldridge*, 424 U.S. 319, 333, 96 S. Ct. 893 (1976) (quoting *Armstrong v. Manzo*, 380 U.S. 545, 552, 85 S. Ct. 1187 (1965)); *accord Olympic Forest Products, Inc. v. Chaussee Corp.*, 82 Wn.2d 418, 422, 511 P.2d 1002 (1973). While "[d]ue process is a flexible concept in which varying situations can demand differing levels of procedural protection," *Gourley v. Gourley*, 158 Wn.2d 460, 467, 145 P.3d 1185 (2006), it is important that

“procedural irregularities do not undermine the fundamental fairness of the proceedings.” *Sherman v. State*, 128 Wn.2d 164, 184, 905 P.2d 355 (1995).

Given the comprehension problems that arose when Mr. Grewal testified in English, *see supra*, the court’s failure to promptly appoint an interpreter for him or to require consistent use of the interpreter once appointed, directly impacted his ability to be heard, especially in light of Mr. Grewal’s expressed willingness and desire to testify with the aid of an interpreter if necessary to ensure that he could be understood by the trial court. RP 615, 897-898.

The due process impact of the trial court’s errors relating to the use of the interpreter is not confined to Mr. Grewal, however. Given how significant credibility was in this case, RP 349, with “considerable differences in the testimony of the two families,” RP 883-884, the unintelligibility of much of the testimony and the significant confusion it created for the court, *see supra*, diminished the trial court’s ability to understand and consider the evidence, thus undermining the overall fairness of the proceedings and impacting each Appellant’s right to have his or her case heard in a meaningful manner.

B. The trial court erroneously excluded late-disclosed phone records.

The trial court refused to admit phone records offered by the

Defendants at trial, seemingly on the basis that the records were not timely disclosed pursuant to a prior discovery order and the King County local rules. RP 23-26, 858-860. The court erred in so doing, both because it relied on an erroneous recitation by Plaintiff's counsel of unsupported facts relating to the prior discovery order, *compare* RP 24-25 *with* CP 219-220, and because it failed to apply the appropriate legal analysis required before excluding late-disclosed evidence. *See* RP 858-860; *Jones v. City of Seattle*, 179 Wn.2d 322, 343-46, 314 P.3d 380 (2013).

1. Standard of review.

A trial court's determination to exclude late-disclosed evidence or to impose discovery sanctions is reviewed for abuse of discretion. *Jones*, 179 Wn.2d at 337; *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684; *Burnet v. Spokane Ambulance*, 131 Wn.2d 484, 494, 933 P.2d 1036 (1997).

An abuse of discretion arises when the trial court bases its discretion "on unsupported facts or applies the wrong legal standard" *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684.

2. The trial court relied on unsupported facts in excluding the phone records.

At the start of trial, counsel for Defendants sought the trial court's permission to offer phone records for Ms. Gill and Mr. Grewal as additional exhibits. RP 23-24. Counsel explained that the records "were very difficult to obtain" and that "he had just received them." RP 23. He

further noted that he had notified counsel for the Plaintiffs as soon as he received the records. *Id.*

Plaintiffs' counsel objected to the introduction of the records on the grounds that "the documents should have been submitted much earlier in the case," RP 25, because the parties "entered into a stipulation that was entered by the Court that we would have all of the discovery responses by . . . April 18th . . . and those were never produced." RP 24-25. Based on the objection, the trial court refused to admit the records, but invited defense counsel to raise the issue again later. RP 25-26.

The record does not reflect that the trial court reviewed the stipulated order to which Plaintiffs' counsel referred—rather, it appears that the court based its ruling on counsel's description of what the order required. *See* RP 25. However, this description of the order was not wholly accurate. The stipulated order actually required that, by April 18, 2014, Mr. and Ms. Grewal and Ms. Gill would produce all documents "in their care, custody and control" relating to: loans from Mr. and Mrs. Grewal to Ms. Gill; legal consideration for the sale or assignment of the deed of trust on the LLC's property to Mr. Sharma; loans from Ms. Gill to Mr. Singh; and the source of funds for any loans from Ms. Gill to Mr. Singh. CP 219-220 (Appendix H). By its terms, the stipulated discovery order did *not* apply to the phone records, both because they fell outside the

discovery subject areas covered by the stipulation and because they were not within Defendants' "care, custody, [or] control" at the time of the stipulation. *Id.*; RP 23-24.

In sustaining Plaintiffs' objection to introduction of the phone records because they were not timely provided pursuant to the stipulated discovery order, RP 25-26, which was inaccurately described, *compare* RP 24-25 *with* CP 219-220, the trial court based its decision to exclude the records on unsupported facts. By so doing, the trial court acted on untenable grounds and abused its discretion. *Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 684.

3. The trial court failed to apply the appropriate legal standard required before excluding late-disclosed evidence.

Following the court's initial ruling on the phone records, counsel for Defendants again requested to offer the records during his case-in-chief, explaining why he believed they were relevant. RP 858-859. The Court denied this request on the basis that:

[O]nce we start letting things in that haven't been disclosed ahead of time . . . without some really good reason, I'm afraid I'm going to have to let everybody let everything in. And that sort of eviscerates the local rules, which I've been instructed by others not to do. And second, I've heard testimony that there were numerous phone calls made and I'm willing to accept that. I haven't heard any contradiction of that, so -- and I'm not quite sure how seeing some records of phone calls from one number to another

would deepen my understanding or really increase my knowledge.

RP 859.

Appellants assume that the local rule to which the trial court referred is King County Local Rule 4(j), which requires exchange of exhibit lists and copies of all documentary exhibits “no later than 21 days before the scheduled trial date.” It further provides that “any . . . exhibit not listed may not be used at trial, unless the Court orders otherwise for good cause and subject to such conditions as justice requires.” KCLR 4(j).

In interpreting King County Local Rule 4(j), the Washington Supreme Court has held that late-disclosed evidence should “be admitted absent a willful violation, substantial prejudice to the nonviolating party, and the insufficiency of sanctions less drastic than exclusion,” *Jones*, 179 Wn.2d at 343, and that trial courts must conduct an analysis of these factors before excluding such evidence. *Id.* at 344.¹¹

In the present case, the trial court failed to properly conduct this required analysis before excluding the late-disclosed phone records. The

¹¹ In *Jones*, the Court addressed the use of KCLR 4(j) to exclude late-disclosed testimony rather than documentary evidence. *Id.* at 343-345. However, the analysis it describes is required whenever “the trial court ‘chooses one of the harsher remedies allowable under CR 37(b),’” *Burnet*, 131 Wn.2d at 494 (quoting *Snedigar v. Hodderson*, 53 Wn. App. 476, 487, 768 P.2d 1 (1989)), such as “prohibiting [a party] from introducing designated matters in evidence.” CR 37(b)(2)(B). *Accord Mayer v. Sto Indus., Inc.*, 156 Wn.2d at 690 (“the reference in *Burnet* to the ‘harsher remedies allowable under CR 37(b)’ applies to . . . sanctions that affect a party’s ability to present its case.”)

court made no assessment whatsoever of the availability of less drastic sanctions. *See* RP 25-26, 859. Regarding the willfulness of the late disclosure, defense counsel explained that he had just received the records, which “were very difficult to obtain” because the phone company initially “said they didn’t have them.” RP 23-24. To the extent the court assessed willfulness, it seemed to conclude the late disclosure was *not* willful, noting only: “I understand you’re saying that you couldn’t get them and you just now got them.” RP 26. Finally, in terms of whether the late disclosure created substantial prejudice, the court cursorily concluded that Plaintiffs’ counsel had “a fair point that . . . he’s been prejudiced by not having the documents during the discovery period,” RP 25-26, based on Plaintiffs’ counsel’s indication that if he had received the records earlier, he “probably would have questioned the witnesses about them” and “perhaps . . . would have done additional discovery relating to the[] phone numbers.” RP 25. When the court ultimately concluded that records should not be admitted, RP 859, it mentioned none of these factors; rather, the court explained that it was excluding the phone records because it would “have to let everybody let everything in” if these records were admitted and because the records would not deepen the court’s knowledge. RP 859.¹²

¹² To the extent the trial court refused to admit the records because they were

By failing to apply the correct legal standard in determining whether to admit the late-disclosed phone records, *see Jones*, 179 Wn.2d at 343-344, the court based its decision on untenable grounds and abused its discretion. *Mayer v. Sto Indus., Inc.* 156 Wn.2d at 684.

C. The trial court erroneously refused to reopen the case to permit testimony from a bank representative regarding the bank’s use of an “account closed” stamp.

After the trial concluded, but before judgment was entered, Defendants sought permission to reopen evidence to present testimony from a bank representative that Bank of America does not mark checks drawn on closed accounts with an “account closed” stamp. RP 11/14 hrg, 17; *see also*, CP 1791-1792 (Appendix F). The trial court’s denial of this request was in error.

1. Standard of review

“[T]he reopening of a cause for additional evidence . . . rests in the discretion of the court, but the exercise of that discretion is subject to review.” *Zulauf v. Carton*, 30 Wn.2d 425, 428, 192 P.2d 328 (1948). *See also, Zackovich v. Jasmont*, 32 Wn.2d 73, 81, 200 P.2d 742 (1948); *Finley*

cumulative, *see* RP 859 (“I’m not quite sure how seeing some records of phone calls from one number to another would deepen my understanding or really increase my knowledge”), this was not only an improper basis for exclusion under *Jones*, 179 Wn.2d at 343-344, but also factually incorrect. At trial, the Singh Parties testified that they had repeatedly attempted to contact Mr. Grewal to seek payment for the transfer of the LLC interest, and that he had ignored their calls. RP 91-93, 205. The phone records were proffered to refute this testimony, *see* RP 858-859; RP 11/14 hrg, at 16-17, and would have directly implicated the credibility of the Singh Parties.

v. *Finley*, 47 Wn.2d 307, 313, 287 P.2d 475 (1955).

It is within a trial court's discretion to refuse to reopen a case for the presentation of evidence that is "essentially cumulative to that which was presented at trial." *Ross v. Pearson*, 31 Wn. App. 609, 614, 643 P.2d 928 (1982), accord *Zackovich*, 32 Wn.2d at 81; *Williams v. Burrus*, 20 Wn. App. 494, 497, 581 P.2d 164 (1978).

However, a trial court should consider reopening a case to hear evidence that is potentially decisive or might shed important light. *See, e.g., Rochester v. Tulp*, 54 Wn.2d 71, 74, 337 P.2d 1062 (1959); *Atkinson v. Atkinson*, 38 Wn.2d 769, 771, 231 P.2d 641 (1951).

2. The trial court failed to appropriately consider the potential significance of the proffered evidence regarding the bank's use of the "account closed" stamp.

At trial, the Singh and Grewal Parties testified about strikingly different arrangements regarding the consideration paid for Ms. Gill's assumption of sole ownership of the LLC. *See, e.g.,* RP 85, 88-90, 177-179, 926-937. The Singh Parties alleged—and the trial court found—that Mr. Grewal, on behalf of Ms. Gill, attempted to pay for the Singh Parties' share of the LLC with a \$235,000 check written on a closed account. RP 85, 88-90, 177-179; Ex. 35 (Appendix E); CP 1799-1783. The Singh Parties testified that they discovered the account was closed when they tried to deposit the check at Bank of America and the teller marked the

check with an “account closed” stamp. RP 89-90, 101, 205-206; Ex. 35. The Grewal Parties did not dispute that the account was closed, but Mr. Grewal testified that he never wrote the check in question or presented it to the Singh Parties. RP 978-980. He surmised that the Singh Parties stole a blank check from Ms. Gill’s belongings and filled it in to appear as though he had written a bad check. *Id.* Of significance, the Singh Parties did not present the actual check at trial, but only a copy of it. Ex. 35; RP 321.

After trial, and before the judgment was entered, Ms. Gill filed a supplemental declaration indicating that she had learned from a Bank of America representative that “the stamp on the check, ‘Account Closed’ is not and has not ever been in use by the bank at any branch. If there are concerns with a check the person presenting the check is referred back to the maker of the check.” CP 1791-1792.

Defense counsel requested permission to reopen evidence to offer testimony from a bank representative consistent with Ms. Gill’s findings—that the stamp the Singh Parties claim was marked on the check by a bank teller was not actually used by Bank of America—arguing that “there should be some testimony with regard to that because credibility is so important in this case.” RP 11/14 hrg at 17.

In considering the defense request to reopen the case for

presentation of this evidence relating to the bank's use of an "account closed" stamp, the trial court concluded:

I don't think there is any doubt the account was closed and if that was not the case, there could have been some evidence to show that there was an account. I think the circumstances -- I understand the testimony or whatever it is, the declaration, but I don't think that is sufficient to change my finding.

RP 11/14 hrg, at 19. The court seemingly based its conclusion that the proffered evidence would not change its findings, and its decision not to reopen the case, on the misapprehension that Defendants sought to offer evidence *refuting* that that account was closed. *Id.*

However, Defendants did not dispute that the account was closed; rather, Mr. Grewal denied that he wrote out the check for \$235,000 or ever provided it to the Singh Parties, testifying instead that the Singh Parties took the check from Ms. Gill's luggage and filled it out themselves. *See* RP 978-980. The proffered testimony from the bank representative that Bank of America does *not* mark checks with an "account closed" stamp, RP 11/14 hrg at 17; CP 1791-1792, would have directly contradicted what the Singh Parties claimed, *see* RP 89-90, 101, 205-206, and supported the Grewal Parties' allegations that the Singh Parties forged the check, *see* RP 978-980, thus undermining the Singh Parties' overall credibility.

Because the trial court seemingly misunderstood the proffered evidence, *see* RP 11/14 hrg, at 19, it did not properly assess whether the

evidence was cumulative or the degree to which it might be decisive or shed light on the case. *Rochester*, 54 Wn.2d at 74; *Atkinson*, 38 Wn.2d at 771. As such, the trial court abused its discretion when it refused to reopen the case to hear the Defendants' proffered evidence regarding the bank's use of the "account closed" stamp.

D. The trial court erroneously awarded excessive attorney fees and costs without properly assessing the reasonableness of the award.

The trial court awarded attorney fees and costs of \$343,291.02 to Plaintiffs. CP 1830-1831, 1832-1835. In making this award, however, the court failed to properly assess the reasonableness of the fees requested, *see Berryman v. Metcalf*, 177 Wn. App. 644, 312 P.3d 745 (2013), instead simply deducting five percent from the total fees requested, *see* RP 11/14 hrg, at 15.

In so doing, the court improperly awarded fees which Plaintiffs failed to demonstrate were reasonable, including fees for unproductive and duplicative work, and work done at an unsupported hourly rate. *See Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 597, 675 P.2d 193 (1983).

1. Standard of review.

An appellate court will overturn an attorney fee award if it finds the trial court manifestly abused its discretion. *Chuong Van Pham v. City*

of Seattle, 159 Wn.2d 527, 538, 151 P.3d 976 (2007). Discretion is abused when the trial court exercises it on untenable grounds or for untenable reasons. *Id.*

An award of attorney fees must be supported by findings of fact and conclusions of law. *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632, 966 P.2d 305 (1998). The findings must show how the court resolved disputed issues of fact and the conclusions must explain the court's analysis. *Berryman*, 177 Wn. App. at 657-658. "Courts must take an active role in assessing the reasonableness of fee awards, rather than treating cost decisions as a litigation afterthought. Courts should not simply accept unquestioningly fee affidavits from counsel." *Mahler*, 135 Wn.2d at 434-435.

2. The trial court failed to make and articulate appropriate findings and conclusions regarding the award of attorney fees and costs.

Here, the trial court awarded attorney fees in the amount of \$324,056 and costs in the amount of \$19,235.02. CP 1830-31 (Appendix C). Plaintiffs initially requested an award of attorney fees in the amount of \$341,111.75. CP 1703-1753 (Appendix I). Counsel for Defendants opposed this request on the basis that the fees requested were unreasonable because they were the result of certain unproductive, unsuccessful, and duplicative work, CP 1763-67 (Appendix J), such as the

preparation of a summary judgment motion that Plaintiffs voluntarily withdrew, CP 1765-1766, and because the amount of time spent to prepare for the case was excessive, particularly in light of the high hourly rates of the attorneys, which would otherwise suggest that Plaintiffs' attorneys were efficient. RP, 11/14 hrg, at 9.

Notwithstanding defense counsel's arguments, the trial court awarded Plaintiffs almost all the fees they requested, minus a five percent reduction of \$17,055. RP, 11/14 hrg, at 12-15; CP 1832-1833. The trial court explained:

I am willing to . . . reduce the fees by 5 percent just to eliminate or address the objections by the plaintiffs¹³ [sic] regarding possible duplicative efforts. That's a reduction of just about \$17,055.

RP 11/14 hrg, at 15.

However, the court failed to actually assess and address Defendants' specific objections that some fees claimed by Plaintiffs were for duplicative, unproductive, excessive, or unsuccessful work. The trial court admitted that it had not looked at "all of the billable entries," RP 11/14 hrg, at 13, but nonetheless found that Plaintiffs' time and labor were "considerable, but in general with some exceptions . . . reasonable." RP 11/14 hrg, at 15. The court failed to explain the exceptions to which it

¹³ It is Appellants' belief that the trial court meant to say "defendants," but mistakenly said "plaintiffs."

was referring. *Id.* The trial court also offered no articulable grounds for choosing a five percent reduction in fees as opposed to some other number. *See* RP 11/14 hrg, at 12-15. Under the vague analysis articulated by the trial court, the attorney fees requested could just as easily have been reduced by three, ten, twenty, or some other arbitrary percentage.

To fulfill its duty to take an “active role in assessing the reasonableness” of a fee award, *Mahler*, 135 Wn.2d at 434-435, the trial court should have examined the Plaintiffs’ billing records to ascertain whether Plaintiffs sought fees for duplicative, unproductive or excessive work, and also determined whether Plaintiffs’ counsel provided sufficient support for the claimed reasonableness of their hourly rates. *See Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 744, 733 P.2d 208 (1987) (“The trial court, instead of merely relying on the billing records of the plaintiff’s attorney, should make an independent decision as to what represents a reasonable amount for attorney fees.”); *Berryman*, 177 Wn. App. at 658 (A court’s “findings must do more than give lip service to the word ‘reasonable.’ The findings must show how the court resolved disputed issues of fact and the conclusions must explain the court’s analysis.”).

Here, the trial court conducted no such analysis, admitting that it had not even reviewed all of the billable entries, RP 11/14 hrg, at 13-14.

The trial court thus abused its discretion, which must be “exercised on articulable grounds.” *Mahler*, 135 Wn.2d at 435.

The case of *Mayer v. City of Seattle*, 102 Wn. App. 66, 10 P.3d 408 (2000) is instructive. In *Mayer v. City of Seattle*, the cross-appellants challenged several of the attorneys’ time entries, arguing that fees were claimed for wasted and duplicative efforts, unidentifiable costs, inconsistent or vaguely-worded time entries, double-charged work, and work unrelated to the ultimately successful claim. *Id.* at 82-83. The trial court in *Mayer v. City of Seattle* had accepted the request for attorney fees as reasonable, without addressing any of the cross-appellants’ specific challenges. *Id.* There, the Court of Appeals reversed and remanded, holding that the trial court had made no findings regarding the specific challenged attorney fees, and as a result, the record did not allow for proper review. *Id.* The Court of Appeals further held that the trial court’s failure to address the concerns raised by the cross-appellants was reversible error and directed the trial court to enter thorough findings regarding the specific challenged time entries. *Id.*

As in *Mayer v. City of Seattle*, the trial court here similarly failed to make appropriate findings and conclusions, and the court’s conclusory and arbitrary decision to award fees by simply reducing the amount requested by five percent was an abuse of discretion. *See Berryman*, 177.

Wn. App. at 658-659.

As set forth in detail in §V.D.3, *infra*, the trial court's arbitrary five percent reduction in the fees requested was far below what would have been an appropriate reduction had the trial court actively addressed the question of what was a reasonable fee award.

3. The fees awarded were excessive and unreasonable.

A determination of reasonable attorney fees begins with a calculation of the "lodestar," which is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate. *Mahler*, 135 Wn.2d at 433-34.

A lodestar fee must comply with the ethical rules for attorneys, including the general rule that a lawyer shall not charge an unreasonable fee, whether one's fee is being paid by a client or the opposing party. RPC 1.5; *Scott Fetzer Co. v. Weeks*, 122 Wn.2d 141, 149-150, 156, 859 P.2d 1210 (1993). Whether the fee requested is "reasonable" is an independent determination to be made by the Court, but the party seeking fees bears the burden of proving the reasonableness of the fee request. *Fetzer*, 122 Wn.2d at 151.

a. The number of hours for which fees were awarded is excessive.

In determining the amount of time reasonably expended on the litigation for purposes of calculating the lodestar, the amount of time

actually spent by a prevailing attorney is relevant, but not dispositive, because there is a “great hazard that the lawyers involved will spend undue amounts of time and unnecessary effort to present the case,” particularly in matters where the law is settled. *Nordstrom*, 107 Wn.2d at 744.

Thus, to calculate the lodestar, the time an attorney has recorded on a case must be reduced for hours spent on “unsuccessful claims, duplicated effort, or otherwise unproductive time.” *Bowers* 100 Wn.2d at 597.

Here, had the trial court properly exercised its discretion in determining a reasonable award of fees, *see Berryman*, 177 Wn. App. at 658, it would have found clear instances of time billed for duplicative, unproductive, and excessive work in Plaintiffs’ counsel’s billing records, the fees for which exceed the five percent, \$17,055, reduction ordered by the trial court.

Plaintiffs requested fees for a variety of unproductive time that should have been discounted. *Bowers*, 100 Wn.2d at 597.

For example, between April 1-June 23, 2014, Plaintiffs’ attorneys recorded 58.4 hours, amounting to \$18,500 in fees, for work on a partial summary judgment motion and related reply brief, *see* CP 1723-31, which Plaintiffs *voluntarily withdrew* before it was heard, *see* CP 1732.

Similarly, on June 12, June 13, and June 16, 2014, one of Plaintiffs' lawyers, Tyler J. Moore, recorded 7.9 hours, amounting to \$2,172.50 in fees, for work in connection with motions for "[s]ummary [j]udgment to quiet title," "partial summary judgment to release the deed of trust," and "[d]rafting the [m]otion for [p]artial summary judgment," *see* CP 1730-31, but no such summary judgment motions appear to have been filed with the trial court.

Plaintiffs also claimed 26.1 hours, amounting to \$7,652 in fees, for work in connection with Chicago Title's motion to dismiss. CP 1713-15, 1718. However, the entirety of Chicago Title's briefing in connection with its motion was three pages, *see* CP 49-51, 80-82, and the parties ultimately stipulated to Chicago Title's dismissal. *See* CP 122-24. Part of the reason Plaintiffs spent so much time in connection with the dismissal of Chicago Title was that the initial stipulation submitted to the trial court was faulty, lacking signatures from the Defendants, so the trial court declined to enter it. CP 84-86.

Plaintiffs' billing records are also replete with instances of duplicative effort and overstaffing that should have been, but were not, discounted by the trial court. *Bowers*, 100 Wn.2d at 597; *Berryman*, 177 Wn. App. at 662 (duplicated effort includes overstaffing).

For instance, from January 23-28, 2014, Plaintiff's lead counsel,

Danial D. Pharris, and his associate, Tyler J. Moore, recorded a combined 15.7 hours, amounting to \$5,481.50 in fees, to review discovery responses and documents produced by Defendants, draft a letter to defense counsel, and prepare for and participate in a conference call with defense counsel. CP 1718-19.

Similarly, in billing records from February 14-24, 2014, Mr. Pharris and Mr. Moore both billed time to review discovery responses and documents produced by Defendants and to draft and edit a letter to defense counsel regarding deficiencies in discovery responses. CP 1720-21. The full amount of duplicative time billed to the review of Defendants' discovery responses and documents and to draft a letter regarding their deficiencies is obscured by the block billing entries of Mr. Moore. For example, on February 14, 2014, Mr. Moore billed 4.0 hours for drafting the discovery letter to opposing counsel regarding "failures of the supplemental answers" and also for reviewing documentation and drafting a memo to the handwriting expert. CP 1720. How many duplicative hours were devoted to drafting the discovery letter versus how many hours were devoted to the other tasks is impossible to tell, but it is ultimately Plaintiffs' burden to demonstrate the reasonableness of the fee award.¹⁴

¹⁴ The February 14, 2014 block billing entry by Mr. Moore is hardly in isolation. On 12/16/13, 12/23/13, 1/24/14, 2/18/14, 7/7/14, 7/14/14, 7/17/14, 7/18/14 and 7/25/14, Mr. Moore recorded block billing time entries, CP 1715-1716, 1718, 1720, 1733-1737,

Fetzer, 122 Wn.2d at 151.

By not taking an active role in assessing the reasonableness of the fee award, the trial court failed to probe the opacity of Plaintiffs' counsel's billing records and improperly awarded attorney fees for facially unproductive work and duplicative efforts.¹⁵ *Berryman*, 177 Wn. App. at 658; *Bowers* 100 Wn.2d at 597.

b. The hourly rate at which fees were awarded is unsupported.

The lodestar determination also requires assessment of a reasonable hourly rate, and “where the attorneys in question have an established rate for billing clients, that rate will likely be a reasonable rate.” *Bowers*, 100 Wn.2d at 597. However, the burden of demonstrating the reasonableness of a lodestar fee, including the hourly rate charged, always remains on the fee applicant. *224 Westlake, LLC v. Engstrom*

making it is impossible to determine how much time was devoted to a given task and whether certain tasks were duplicative of work conducted by another attorney on or around the same day. The total block billing time recorded for those entries was 30.1 hours, amounting to \$8,277.50 in fees. *Id.* Likewise, on 3/20/14, Mr. Pharris recorded a block billing time entry for 7 hours in the amount of \$2,765. CP 1722.

¹⁵ Appellants have only highlighted a small sample of Plaintiffs' unproductive and duplicative work for which fees were sought, but Plaintiffs requested, and were largely awarded, fees for additional unproductive and duplicative work that would have been discounted had the trial court conducted the required analysis of Plaintiffs' billing records. *See e.g.*, CP 1719-23, 1727, 1731, 1739, 1742-44, 1747 (over \$7,000 in fees for work selecting and preparing a handwriting expert, which included billings by three different attorneys); CP 1744-47, 728-31; RP 9; RP August 26, 2014 hearing (“8/26 hrg”), at 8-10 (\$25,000 in fees for trial preparation between the scheduled trial date of August 18, 2014 and when the trial actually began on September 3, 2014, despite Plaintiffs' indications that they were ready to begin trial in August); CP 1737-1738 (multiple attorneys worked to draft a motion to strike a jury demand, often with one attorney editing the other attorney's work, as well as to review the same deposition transcripts).

Properties, LLC, 169 Wn. App. 700, 741, 281 P.3d 693, (2012); *Absher Const. Co. v. Kent Sch. Dist. No. 415*, 79 Wn. App. 841, 847, 917 P.2d 1086 (1995).

Here, Plaintiffs provided little support for their assertion that the hourly rates charged by Plaintiffs' counsel were reasonable. In a declaration in support of Plaintiffs' motion for attorney fees and costs, Mr. Pharris merely stated that he was "familiar with the rates charged by counsel" in "commercial and contract disputes involving issues such as the issues presented in this case," and the rates charged, including his hourly rate of \$395, were "appropriate." CP 1705. He stated that "[t]he rates charged for this matter are the standard rates charged to other . . . clients for similar matters." *Id.* However, Plaintiffs did not provide any evidence that prior clients had paid the rates sought in this case, nor did Plaintiffs provide affidavits from any practitioners in the Seattle area that would suggest that the rates sought were the prevailing rates in the community for this type of case. *See* CP 1703-1706.

To justify Mr. Moore's requested rate of \$275 per hour, Plaintiffs provided even less information, stating only that Mr. Moore "has been practicing 7 years and has been involved in numerous commercial lawsuits, arbitrations, mediations and trial." CP 1705.

Finally, Plaintiffs requested \$4,132.00 in fees for work done by

paralegals. CP 1711. Although under certain circumstances, work by paralegals is properly included in an attorney fees award, the party requesting fees should set forth the qualifications of the paralegals who performed the work. *Absher*, 79 Wash. App. at 845. Here, Plaintiffs provided no such information. *See* CP 1703-1706.

Had the trial court conducted the required analysis of the reasonableness of the fees requested by Plaintiffs, *see Berryman*, 177 Wn. App. at 658, it would have concluded that Plaintiffs failed to provide adequate support to demonstrate that the hourly rates charged were reasonable.

VI. CONCLUSION

The trial court abused its discretion in failing to utilize an interpreter when necessary to translate the trial testimony of parties Kamaljit Singh and Harbans Grewal, despite the witnesses' limited English proficiency, the trial judge's acknowledged difficulty understanding their testimony without use of the interpreter, and the court's determination that an interpreter was needed; excluding late-disclosed phone records offered by Defendants based on unsupported facts and without applying the proper legal standard; and refusing to reopen the case to permit testimony from a bank representative regarding the bank's use of an "account closed" stamp, which would have significantly

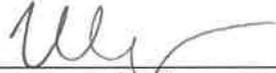
undermined Plaintiffs' credibility regarding a key aspect of the case. Because these errors directly impacted the scope of the evidence, as well as the trial court's ability to comprehend, assess, and weigh the evidence, the court erred in making findings of fact relating to contested issues, reaching conclusions of law based on its factual findings and credibility determinations, entering its judgment, and appointing a receiver to wind up the LLC. Accordingly, the Court of Appeals should reverse and remand for a new trial.

The trial court also erred in awarding excessive attorney fees without properly assessing the reasonableness of the award. Thereby, alternatively, the Court of Appeals should reverse the fee award and remand for proper assessment of a reasonable award and entry of findings of fact and conclusions of law explaining the basis therefore.

DATED this 23rd day of April, 2015.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on this day I caused
APPELLANTS' OPENING BRIEF to be served upon the following:

<i>Attorney for Plaintiffs</i> Danial D. Pharris Lasher Holzapfel Sperry & Ebberson 2600 Two Union Square 601 Union Street Seattle, WA 98101	<input checked="" type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Email
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DATED this 23rd day of April, 2015.



Katie Angelikis, Legal Assistant

APPENDICES

Index

Appendix A	CP 1796-1817
Appendix B	CP 1832-1835
Appendix C	CP 1830-1831
Appendix D	Exhibit 16
Appendix E	Exhibit 35
Appendix F	CP 1791-1792
Appendix G	RCW 2.43.010 RCW 2.43.030 RCW 2.43.060
Appendix H	CP 219-220
Appendix I	CP 1703-1753
Appendix J	CP 1763-67

APPENDIX A

FILED
KING COUNTY WASHINGTON

NOV 14 2014

SUPERIOR COURT CLERK
BY Theresa Graham
DEPUTY

THE SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT VALLEY
APT., LLC, a Washington Limited Liability
Company,

Plaintiffs,

v.

HARJIT KAUR GILL, and JOHN DOE GILL,
wife and husband; and HARBANS
GREWAL and JASBIR KAUR GREWAL,
husband and wife; SATWINDER SHARMA
and JANE DOE SHARMA, husband and
wife; CHICAGO TITLE COMPANY OF
WASHINGTON, as trustee under that
certain deed of trust recorded under
Recording No. 20110218001102,

Defendants.

Judge John R. Ruhl

NO. 13-2-18850-3 KNT

AMENDED FINDINGS OF FACT
AND CONCLUSIONS OF LAW

This matter came on for trial before the undersigned judge, commencing on
September 3, 2014, and concluding on September 18, 2014. The court has considered
the evidence presented, heard all testimony, determined credibility of witnesses, heard

AMENDED FINDINGS OF FACT
AND CONCLUSIONS OF LAW - 1
Singh, et al. v. Gill, et al.
No. 13-2-18850-3 KNT

ORIGINAL

1 arguments of counsel; and now, pursuant to CR 52, makes the following findings of fact
2 and conclusions of law.

3 Findings of Fact

4 Except where indicated, the court finds that the following facts have been proved by
5 a preponderance of the evidence.

6 **Parties**

7 1. Plaintiffs Kamaljit Singh (referred to sometimes below as "**Kamaljit**") and
8 Harminder Kaur (referred to sometimes below as "**Harminder**") are husband and wife
9 residing in King County, Washington

10 2. Plaintiff Kent Valley Apt. LLC (referred to sometimes below as the "**LLC**") is a
11 Washington limited liability company that owns certain real property (the "**Property**")
12 located at 23803 West Valley Highway S., Kent, WA 98032, King County Assessor's Tax
13 Parcel No. 5436200101, and which is legally described as:

14 Lot B of City of Kent Lot Line Adjustment Number LL-99-19,
15 recorded under Recording No. 19990816001016, in King County,
16 Washington.

17 3. Defendant Harjit Kaur Gill (referred to sometimes below as "**Harjit**"), at times
18 relevant to this case, lived first in Washington and then in India. She is the sister of
19 Defendant Harbans Grewel.

20 4. Defendants Harbans Grewel (referred to sometimes below as "**Harbans**")
21 and his wife Jasbir Grewal (referred to sometimes below as "**Jasbir**") are residents of
22 British Columbia, Canada. Harbans is the brother of Harjit.

23 AMENDED FINDINGS OF FACT
24 AND CONCLUSIONS OF LAW - 2
Singh, et al. v. Gill, et al.
No. 13-2-18850-3 KNT

1 5. Defendant Satwinder Sharma (referred to sometimes below as "Sharma") is
2 a resident of British Columbia, Canada.

3 **General Chronology**

4 6. In July 2009, Harminder owned the entire 100% interest in the LLC (Trial
5 Ex. 5).

6 7. On or about February 5, 2009, Harminder executed a Statutory Warranty
7 Deed (Trial Ex.7) conveying the Property to the LLC. .

8 8. In September 2009, Harminder agreed to transfer 50% of her interest in the
9 Kent Valley Apt. LLC to Defendant Harjit in exchange for payment of \$235,000.

10 9. Defendant Harbans held a power of attorney (Trial Ex. 61) authorizing him to
11 act as an attorney-in-fact for his sister Harjit.

12 10. On September 14, 2009, Harminder and Harjit (by Harbans as her attorney-
13 in-fact) signed an operating agreement reflecting their respective 50% interests in the LLC
14 (Trial Ex. 9).

15 11. During the fall of 2009, Harjit paid to Harminder a total of \$235,000.00 for her
16 50% interest in the LLC. She also paid an additional sum of \$2,380.74 to Harminder,
17 which Kamaljit used to pay real estate taxes owing with respect to the LLC's Property.
18 (Trial Ex. 10, 11, 12, 20, 21).

19 12. Following the 2009 transfer Harminder owned a 50% interest in the LLC and
20 Harjit owned a 50% interest in the LLC.
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13. On or about December 22, 2009, Kamaljit, accompanied by Harbans, opened a bank account in his own name at Royal Bank of Canada, Abbotsford Branch, in Abbotsford, BC, with an opening deposit of \$12,700.00 (CAN). Kamaljit opened the account with the expectation that it might make it easier for the LLC to obtain credit from Royal Bank to finance the development of the Property.

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14. On December 22, 2009, Kamaljit issued check no. 999 on his Royal bank account, in the amount of \$12,500 (CAD), payable to the order of Harbans. (Trial Ex 17, 18).

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15. In exchange, on December 22, 2009, after receiving check no. 999, Harbans wired to Kamaljit the sum of \$12,000 (USD) (\$12,878.40 (CAD)) (Trial Ex. 19). The two men chose this procedure in order to avoid the potential check-clearing delay that could occur if Kamaljit were to write a check to himself on the Canadian bank account.

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16. On or about December 22, 2009, Kamaljit gave to Harbans a blank check no. 998 (Trial Ex. 16) drawn on Kamaljit's Royal Bank account. The purpose was to allow Harbans to purchase certain electrical supplies for a construction project that Kamaljit was working on in Kent, Washington. At some point later, Harbans told Kamaljit that he had destroyed the check. That statement was not correct.

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17. On December 28, 2009, Harbans wired to Kamaljit an additional \$8,402.45, to pay for 2010 maintenance, assessments, and taxes due with respect to the Property owned by the LLC. (Trial Ex. 22, 23). Kamaljit paid those funds for that purpose.

1 **Agreement to Purchase Harminder's 50% Interest**

2 18. In December 2010, Harjit (through Harbans, her attorney-in-fact) agreed with
3 Harminder to purchase Harminder's entire 50% interest in the LLC for a cash payment in
4 the amount of \$235,000.00.

5 19. On December 20, 2010, Harbans told Kamaljit that he had his sister Harjit's
6 check in the amount of \$235,000 to purchase the 50% interest in the LLC.

7 20. On December 20, 2010, Harminder and Harbans went to the Washington
8 Secretary of State's office in Olympia, Washington, and filed an Amended Annual Report
9 reflecting that Harjit was the sole member of the LLC and that Harbans was the new
10 registered agent for the LLC. (Trial Ex. 73).

11 21. When Kamaljit asked for the check upon leaving the Secretary of State's
12 office, Harbans told him that as soon as the transactional documents were prepared and
13 signed, he would give Kamaljit the \$235,000 check.

14 22. Later on that day, December 20, 2010, after Kamaljit and Harbans had
15 returned from Olympia, they went with Harminder to the home of Sabir Khan ("Khan") in
16 Kent and asked him to prepare forms of agreements that they could use to memorialize the
17 terms of Harminder's sale of her 50% interest in the LLC for payment of \$235,000. They
18 told Khan what they wanted and Khan prepared the documents on his computer.

19 23. The agreements that were signed on December 20, 2010 were: (1) the above-
20 described Amended Annual Report for the LLC reflecting that Harbans' sister, Harjit Gill,
21 would be the sole member and owner of the LLC (Trial Ex. 73); (2) a one page document
22

1 titled "Agreement between Harjit Kaur and Harminder Kaur" providing for payment of
2 \$235,000 cash for Kamaljit and Harminder's remaining 50% interest in the LLC (Trial Ex.
3 25); (3) a Spouse's Delegation of Rights signed by Kamaljit (Trial Ex. 26); and (4) an
4 amended Operating Agreement for the LLC (Trial Ex. 28) reflecting that Harjit was the sole
5 owner of the LLC.

6
7 24. At their direction, Sabir reprinted a new last page 49 of the LLC's Operating
8 Agreement (Trial Ex. 28), and Harminder and Harbans signed and dated it December 20,
9 2010. They also amended Exhibits A and B to the LLC Operating Agreement reflecting that
10 Harjit would be the sole owner of the LLC. *Id.*

11 25. Harbans was fastidious in his detailed critique of every document relating to the
12 transaction. He found flaws and requested changes to virtually every one of the
13 agreements that Khan prepared. While they were at Khan's home, Harbans required every
14 page of the Operating Agreement to be initialed. Trial Ex. 28.

15 26. When Kamaljit and Harbans left Khan's home, they went to the bank to have
16 the agreements signed and notarized. Afterward, Kamaljit again asked for the \$235,000
17 check. Harbans told Kamaljit that the agreements were defective, that names were
18 transposed at different places in the agreements, and that the notarization sections were
19 defective. Harbans told Kamaljit that he needed his attorney to review and approve the
20 paperwork. He said he would then deliver the check.

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2 27. From December 20, 2010, and into January of 2011, Harbans contacted
3 Kamaljit repeatedly and requested additional information to be provided so they could close
4 the deal. Trial Ex. 27, 29, 30, 31, 32, 33.

5 28. On or about December 21, 2010, Harbans retained John Meenk, a lawyer in
6 Bellingham, Washington, to review the documents relating to Harjit's purchase of
7 Harminder's interest in the LLC(Trial Ex. 25, 26, 28).

8 29. Based on his conversations with Harbans, Meenk believed that Harjit had
9 paid \$235,000.00 cash for Harminder's 50% interest in the LLC sometime on or before
10 December 20, 2010; and that Harjit had paid a total of \$470,000 cash for the entire 100%
11 interest in the LLC.

12 30. Harbans did not state to Meenk that there was any non-cash consideration
13 that Harjit had exchanged for the additional 50% interest in the LLC.

14 31. Meenk drafted an "Addendum to Purchase and Sale Agreement"
15 ("**Addendum**") (Trial Ex. 34), which was intended to clarify, amend and supplement the
16 terms of the Agreement Between Harjit Kaur & Harminder Kaur" (Trial Ex. 25).

17 32. In drafting paragraphs 5 and 7 of the Addendum (Trial Ex. 34), Meenk
18 assumed that Harjit had paid \$235,000.00 cash for the additional 50% interest in the LLC
19 to Harjit when he wrote:

20 5. The obligations to be paid by Harminder Kaur may be paid on
21 her behalf by Harjit Kaur and those amounts deducted from
22 ***Harminder Kaur's proceeds from the sale of her interest in***
23 ***Kent Valley Apt. LLC.***

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7. **Harjit Kaur has paid to Harminder Kaur a total of \$470,000** for Harminder Kaur's interest in Kent Valley Apt. LLC and the Property. [emphasis added]

33. At Harbans' request, Meenk also drafted a \$675,000 Promissory Note ("Note") (Trial Ex. 39) for signature by Harjit, payable to Harbans' wife Jasbir Kaur Grewel ("Jasbir"); and a related Deed of Trust (Trial Ex. 40) against the LLC's Property, securing the Note, to be executed by Harjit. The Deed of Trust states that Harjit is the "sole member" of the LLC.

34. On January 8, 2011 (one day after Kamaljit had left the United States for a several-week trip to India), Harjit contacted Kamaljit's wife, Harminder, and told her that he was ready to deliver to her Harjit's \$235,000.00 check for the purchase of Harminder's 50% interest in the LLC.

35. On that same day, January 8, 2011, Harbans went to Harminder's home to meet with her. Those present at the meeting included Harbans, Harminder, Harminder's parents, and Manmohan Grewal ("Manmohan"), who was a business associate of Kamaljit. Manmohan briefly reviewed the Addendum (Trial Ex. 34). Harbans gave the \$235,000.00 check (Trial Ex. 35) to Harminder and Harminder showed the check to Manmohan.

36. Harbans and Harminder went to a UPS store to sign the Addendum in front of a notary public. Harbans signed the Addendum in his capacity as attorney-in-fact for his sister Harjit.

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2 37. Harbans requested that Harminder not deposit the \$235,000.00 check and
3 explained that he had to wire sufficient funds to Harjit's bank account in the next few days
4 to cover the check. Harminder agreed to hold the check.

5 38. On January 25, 2011, Harjit signed the \$675,000.00 Note (Trial Ex. 39)
6 payable to Harban's wife, Jasbir; and Harjit also signed the Deed of Trust (Trial Ex. 40)
7 against the LLC's Property, securing the Note, as the "sole member" of the LLC.

8 39. No credible evidence was presented at trial to support the Defendants'
9 contention that Jasbir advanced a reasonably equivalent value to Harjit in exchange for
10 the \$675,000.00 Note.

11 40. On February 18, 2011, Harbans' attorney John Meenk caused the Deed of
12 Trust to be recorded against the LLC's Property under King County Recorder No.
13 20110218001102. The Deed of Trust was recorded without notice to the Plaintiffs and
14 without Harminder's authorization.

15 41. In late February 2011, Kamaljit returned to Seattle from India. After
16 unsuccessfully attempting to contact Harbans to obtain authorization to deposit the
17 \$235,000.00 check (Trial Ex. 35), Kamaljit and his wife Harminder took the check to a
18 Bank of America branch and presented it for payment. The teller informed them that the
19 check had been written on an old "Seafirst Bank" account which had been closed in 2007,
20 and that the check therefore could not be honored.

21 42. About the same time, Kamaljit and Harminder discovered that Harbans'
22 lawyer had caused the Deed of Trust to be recorded against the LLC's Property.

23 AMENDED FINDINGS OF FACT
24 AND CONCLUSIONS OF LAW - 9
Singh, et al. v. Gill, et al.
No. 13-2-18850-3 KNT

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2 43. In March or April of 2011, after attempting unsuccessfully to contact Harbans
3 regarding the dishonored check, Harminder and Manmohan traveled to Abbotsford,
4 British Columbia, and visited Harbans and his wife Jasbir at their home.

5 44. When confronted with the issue of the dishonored check, Harbans and Jasbir
6 told Harminder and Manmohan that Harjit no longer wished to go through with the
7 purchase of Harminder's 50% interest in the LLC. They urged Harminder to cause the
8 LLC to sell the Property and split the net sale proceeds pursuant to the members'
9 respective interests as stated in the September 2009 LLC Operating Agreement (Trial
10 Ex. 9); and they stated that they would cause the \$675,000.00 Deed of Trust to be
11 reconveyed and released from the Property at the time of closing.

12 45. Out of concern that Harbans or Harjit might take some other action to sell the
13 LLC's Property or further encumber it, Kamaljit and Harminder formed a new LLC
14 (Greenwood Mixuse LLC) with defendant Harjit as 50% owner (Trial Ex. 46). Then they
15 conveyed the LLC's Property to Greenwood Mixuse LLC by quit claim deed (Trial Ex. 68).
16 They also recorded a deed of trust in favor of Kamaljit's company, Arco Constructions,
17 Inc. (sic), against the property. Kamaljit later realized that his actions were improper, and
18 so he filed a quit claim deed back from Greenwood Mix-use to the LLC (Trial Ex. 47); and
19 released and reconveyed the Arco Constructions, Inc. deed of trust (Trial Ex. 45).

20 46. On April 19, 2013, Jasbir executed a document entitled, "Assignment of
21 Beneficiary's Interest in Deed of Trust" ("**Assignment**") (Trial Ex. 41), by which she
22 purported to assign to Satwinder Sharma ("**Sharma**"), as security for a loan, her beneficial

1 interest in the \$675,000.000 Deed of Trust (Trial Ex. 40). The Assignment was recorded
2 under King County Recorder No. 20130419000895.

3 47. No evidence was presented to show that Jasbir endorsed over to Sharma the
4 \$675,000.000 Note (Trial Ex. 39) that is referenced in the Deed of Trust (Trial Ex. 40); or
5 that she conveyed to Sharma possession or the Note; or that she otherwise assigned to
6 Sharma her interest in the Note.

7 48. On April 27, 2011, Harminder Kaur and Kamaljit Singh filed a complaint in the
8 King County Superior Court under Case No. 11-2-15273-1 KNT (the "First Lawsuit").
9 The complaint names as defendants Kent Valley Apt. LLC, Harjit Kaur Gill and Harbans
10 Singh Grewal.

11 49. In paragraphs 5, 6 and 7 of the complaint filed in the First Lawsuit (Trial
12 Ex. 42), the Plaintiffs allege that Harminder had been the sole owner of the LLC, and that
13 in 2009 she had sold 50% of her interest to Harjit.

14 50. In paragraphs 17 and 18 and the prayer for relief of that complaint, the
15 Plaintiffs allege:

16 17. On January 25, 2011, Defendant Grewal drew up a **Deed of**
17 **Trust in the amount of \$675,000** from Kent Valley Apt. LLC as
18 the Grantor which named Jasbir Kaur Grewal, presumably his
19 spouse, as beneficiary and Grantee.... He proceeded to record
this Deed of Trust on February 19, 2011.

20 18. During this time, **Plaintiff [Harminder] Kaur had no idea**
21 **that this was occurring ...** [Emphasis added]

22 WHEREFORE, Plaintiff[s] ... **request that the Deed of Trust**
23 drawn up on January 25, 2011 and recorded on February 18,

1 2011, Recorders No. 20110218001102 to **be deemed null and**
2 **void** by this court.

3 51. On October 8, 2012, the Plaintiffs' First Lawsuit was dismissed without
4 prejudice, based upon lack of personal jurisdiction over the Defendants named in the suit
5 (Trial Ex. 91). The claim for avoidance of the Deed of Trust had not been adjudicated or
6 otherwise resolved as of that date.

7 ***Additional Findings Regarding Check Drawn on Closed Account***

8 52. The court finds that findings of fact nos. 53 through 60, below, have been
9 proved by clear, cogent and convincing evidence.

10 53. When Harbans presented the \$235,000.00 check (Trial Ex. 25) to Harminder
11 as payment for her 50% interest in the LLC, he represented to her that the check was (or
12 soon would be) backed by sufficient funds to cover the amount of the check.

13 54. This representation was material to the purchase transaction.

14 55. Harbans presented the \$235,000.00 check to Harminder knowing that his
15 representation was false, and that the bank account identified on the face of the check
16 had been closed for several years.

17 56. Harbans intended that Harminder and Kamaljit would rely upon the check as
18 payment for Harminder's interest in the LLC.

19 57. In requesting Harminder to refrain from depositing the check for several days
20 or weeks, Harbans intended to cause a delay of sufficient duration to allow him to record
21 the \$675,000.00 Deed of Trust (Trial Ex. 40) against the Property.

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23 AMENDED FINDINGS OF FACT
24 AND CONCLUSIONS OF LAW - 12
 Singh, et al. v. Gill, et al.
 No. 13-2-18850-3 KNT

1 58. Harminder and Kamaljit were unaware of the falsity of misrepresentation.

2 59. Harminder and Kamaljit justifiably relied upon the misrepresentation.

3
4 60. The misrepresentation caused Harminder to suffer damages because it
5 fraudulently induced her to transfer to Harjit her interest in the LLC without receiving any
6 consideration in return.

7 61. A judgment for money damages would be an inadequate remedy because it
8 would deprive the Plaintiffs of the benefit of all future appreciation in value of the
9 Property, which is the sole asset of the LLC.

10 62. Under the circumstances, the most equitable remedy is to rescind the
11 purchase transaction and restore to Harminder her 50% interest in the LLC.

12 ***Additional Findings Regarding Deed of Trust to Jasbir Grewel***

13 63. Harjit, as a member of the LLC, executed the \$675,000.00 Deed of Trust
14 (Ex. 40) in favor of Jasbir without obtaining the consent of the other LLC member,
15 Harminder. In doing so Harjit executed the Deed of Trust without authority and in
16 violation of Par. 3.6(c) of the LLC Operating Agreement (Trial Ex. 9).

17 64. By executing the Deed of Trust on behalf of the LLC, Harjit caused the LLC to
18 encumber the LLC's only asset in order to secure the Note, which Note purported to
19 evidence Harjit's personal debt to Harjit's sister-in-law, Jasbir Kaur Grewel.

20 65. There is no credible evidence that Harjit received a reasonably equivalent
21 value from Jasbir Kaur Grewel in exchange for Harjit's execution of the Note.

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2 66. There is no credible evidence that the LLC received a reasonably equivalent
3 value from Jasbir Kaur Grewel in exchange for the LLC's execution of the Deed of Trust.

4 67. Harjit's encumbrance of the LLC's only asset conferred no benefit whatsoever
5 to the LLC, and it reduced the LLC's net assets so that the LLC was constrained to
6 develop and operate its real property with assets that were unreasonably small in value in
7 relation to the business for which the LLC had been formed to transact.

8 68. When she executed the Note and Deed of Trust, Harjit reasonably should
9 have believed that she was incurring a debt that she could not repay; and that she was
10 causing the LLC to encumber its sole asset with liability for a debt that was beyond the
11 LLC's ability to pay.

12 ***Additional Findings Regarding Assignment of Deed of Trust to Sharma***

13 69. Sharma is an experienced business person and he in the business of making
14 commercial loans in Canada.

15 70. Prior to April 19, 2013, the date on which Sharma accepted from Jasbir the
16 "Assignment of Beneficiary's Interest in Deed of Trust" (Trial Ex. 41), Sharma did not ask
17 Jasbir or Harjit or Harbans for a copy of the LLC's Operating Agreement, which prohibited
18 Harjit from executing the Deed of Trust without prior consent of Harminder, the other
19 member of the LLC.

20 71. Prior to April 19, 2013, the date on which Sharma accepted from Jasbir the
21 "Assignment of Beneficiary's Interest in Deed of Trust" (Trial Ex. 41), Sharma:

1 a. Did not review the records at the Washington Secretary of State's office, which
2 as of April 19, 2013, reflected that there was an ongoing dispute between Harjit
3 and Harminder with respect to whether the LLC was "solely owned" by Harjit or
4 co-owned by Harminder and Harjit (Trial Ex. 73, 74, 75, 76, 77, 78, 79); and

5
6 b. Did not obtain a commitment for a lender's policy of title insurance with respect
7 to the Property, which presumably would have disclosed the existence of the
8 following items:

9 i. The Notice of Lis Pendens recorded two years earlier, on April 19, 2011,
10 under King County Recorder No. 20110419000263 (Trial Ex. 92). The
11 Lis Pendens and the prayer for relief in the related complaint filed in the
12 lawsuit (Trial Ex. 42) put Sharma on constructive notice that Harminder
13 and Kamaljit were seeking to avoid the \$675,000 Deed of Trust, and that
14 their claim had not been adjudicated or otherwise resolved, but instead
15 dismissed for lack of personal jurisdiction. The Lis Pendens and the
16 Complaint imposed a duty upon Sharma to contact Harminder and
17 Kamaljit to find out the status of their claim for avoidance of the Deed of
18 Trust.

19 ii. A Statutory Warranty Deed, recorded on February 6, 2009, under King
20 County Recorder No. 20090206001570 (Trial Ex. 7). The Deed recites
21 that Harminder is conveying the Property to Kent Valley Apt. LLC, a
22 "solely owned company." This document showed the LLC's address as

1 10225 S.E., 224th St., Kent, WA, which was not Jasbir's or Harjit's
2 address, but rather Harminder's and Kamaljit's address; and it put
3 Sharma on constructive notice and imposed a duty to investigate
4 whether Harminder had a membership interest in the LLC in exchange
5 for her transfer of the Property to the LLC; and if so, whether Harminder
6 continued to own a membership interest in the LLC in April 2013.

7
8 iii. A Quit Claim Deed, recorded over six months earlier on September 6,
9 2012, under King County Recorder No. 20120906000562 (Trial Ex. 68).
10 The Quit Claim Deed purports to be a conveyance of the LLC's Property
11 to Greenwood Mixuse LLC. The Quit Claim Deed is executed not by
12 Harjit, but rather by Kamaljit Singh, who is identified in the notary clause
13 as being authorized to execute the Quit Claim Deed. The Quit Claim
14 Deed and the accompanying Real Estate Excise Tax Affidavit show the
15 address of both Greenwood Mixuse LLC and Kent Valley Apt. LLC to be
16 10225 S.E., 224th St., Kent, WA, which was Harminder's and Kamaljit's
17 address; and they put Sharma on constructive notice and created a duty
18 to investigate whether Kamaljit or any other person besides Harjit had a
19 membership interest in the LLC in April 2013.

20 iv. A Request for Full Reconveyance of Deed of Trust, recorded a year
21 earlier on April 12, 2012, under King County Recorder No.
22 20120412000740 (Trial Ex. 67), in which Jasbir (the beneficiary under of

1 the Deed of Trust) states that the "[\\$675,000 Note], together with all
2 indebtedness secured by the Deed of Trust has been fully paid and
3 satisfied." This document put Sharma on notice that there was a
4 question whether the Deed of Trust was a legitimate security instrument
5 as of April 2013; and it created a duty to investigate the LLC's records to
6 determine whether there might be any dispute involving the Deed of
7 Trust.

8 The documents at the Secretary of State's office (Trial Ex. 73, 74, 75, 76, 77, 78, 79), the
9 Notice of Lis Pendens (Trial Ex. 92), the Complaint in the First Lawsuit (Trial Ex. 42), the
10 Statutory Warranty Deed (Trial Ex. 7), the Quit Claim Deed (Trial Ex. 68), the real
11 property tax records (Trial Ex. 49, 50, 70), and the Request for Full Reconveyance
12 (Trial Ex. 67), placed Sharma on constructive notice that there was an ongoing dispute
13 over whether the LLC was solely owned by Harjit; and that there were claims of serious
14 irregularities with respect to the Deed of Trust.

15 72. Sharma's failure to investigate the authority under which the \$675,000.00
16 Deed of Trust had been executed was a failure to conduct the kind of due diligence that
17 commercial lenders typically conduct.

18 73. Sharma's decision not to conduct any due diligence with respect to his
19 \$640,000.00 loan to Jasbir is particularly unusual, given the fact that only weeks earlier,
20 with respect to a \$1 million loan to a company partly owned by Harbans Grewel, Sharma
21 had instructed his lawyer to conduct vigorous due diligence, including a review of the
22

23 AMENDED FINDINGS OF FACT
24 AND CONCLUSIONS OF LAW - 17
Singh, et al. v. Gill, et al.
No. 13-2-18850-3 KNT

1 borrower's books and records, and a review to identify possible liens and clouds upon the
2 title of the real property collateral for the loan.

3
4 74. Had Sharma contacted Harminder or Kamaljit, whose names and address
5 were disclosed on several of the above-described documents, he would have been able
6 to confirm that they continued to claim that the \$675,000.00 Deed of Trust was a
7 fraudulent transfer and that it should be declared void.

8 75. The court finds that Satwinder Sharma is charged with all of the knowledge
9 that he would have learned had he inquired and investigated the documents identified
10 above, including the knowledge of the Plaintiffs' fraudulent transfer claim.

11 **Receivership**

12 76. Based on the findings of fact stated above, the court finds that it is not
13 reasonably practicable for the members of the LLC, Harminder and Harjit, to carry on the
14 business of the LLC in conformity with the terms of the LLC's Operating Agreement; and
15 that dissolution of the LLC is warranted. (RCW 25.15.275)

16 77. The court finds the appointment of a receiver is reasonably necessary in
17 order to liquidate the assets of the LLC, and that other remedies are either unavailable or
18 inadequate. (RCW 7.60.025(1); (RCW 7.60.025(1)(b)(ii))

19 **Conclusions of Law**

- 20 1. The court has personal jurisdiction over the parties.
21 2. The court has jurisdiction over the subject matter in this case pursuant to

22 RCW 2.08.010.

1 3. Venue is proper pursuant to RCW 4.12.010.

2
3 4. Plaintiffs have legal standing to assert the claims asserted in their First
4 Amended Complaint (Dkt. 6).

5 5. The Plaintiffs have not delayed bringing this suit.

6 6. By pursuing the First Lawsuit, which was dismissed for lack of personal
7 jurisdiction, the Plaintiffs did not irreversibly elect to pursue money damages as their
8 exclusive remedy; nor did they waive their right to seek the remedies that they seek in
9 this action.

10 ***Plaintiffs' First Cause of Action: Injunctive Relief***

11 7. The Plaintiffs are entitled to an injunction restraining the Defendants from
12 taking any action to enforce the terms of the Deed of Trust (Trial Ex. 40), including any
13 attempt to foreclose the Deed of Trust.

14 8. The Plaintiffs are entitled to an injunction restraining the Defendants from
15 taking any action that may cloud the title to Kent Valley Apt. LLC's Property, including but
16 not limited to recording any documents of any nature pertaining to the LLC's Property.

17 ***Plaintiffs' Second Cause of Action: Breach of Fiduciary Duty***

18 9. As members of Kent Valley Apt. LLC, Harjit Kaur Gill and Harminder Kaur
19 owe fiduciary duties of loyalty and care to each other and to the LLC to deal with each
20 other with candor and the utmost good faith; and to avoid secret profits, self-dealing, and
21 conflicts of interest.

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10. Defendant Harjit Kaur Gill, through her attorney-in-fact, Harbans Grewel, breached her fiduciary duties to Plaintiff Harminder Kaur as a member of the LLC, by tendering to Harminder a check (Trial Ex. 35) drawn on a closed bank account as payment for Harminder's 50% interest in the LLC; and by causing the LLC to execute a Deed of Trust (Trial Ex. 40) to secure Harjit's personal debt to Jasbir Kaur, without the knowledge or consent of Harminder, and in violation of the terms of the LLC's Operating Agreement.

11. The Plaintiffs are entitled to a judgment rescinding the purchase agreement, as amended (Trial Ex. 25 and 34), and declaring that the purchase agreement, as amended, is void by reason of Harbans Grewel's fraudulent tender of the check (Trial Ex. 35) drawn on the closed bank account, and his fraudulent inducement of the Plaintiffs to refrain from presenting the check for payment for several weeks so that he could procure and record the \$675,000.00 Deed of Trust (Trial Ex. 40) against the Property.

Plaintiffs' Third Cause of Action: Fraudulent Transfer

12. The Plaintiffs are entitled to a Judgment declaring that Kent Valley Apt. LLC's conveyance of the \$675,000.00 Deed of Trust (Trial Ex. 40) was a fraudulent transfer pursuant to RCW 19.40.041(a)(2)(i) and (ii).

13. The Plaintiffs are entitled to a Judgment declaring that the LLC's conveyance of the Deed of Trust is void as to Defendants Harjit Kaur Gill, Harbans Grewel, and Jasbir Kaur Grewel.

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14. The Plaintiffs are entitled to a Judgment declaring that the LLC's conveyance of the Deed of Trust is voidable as to Defendant Satwinder Sharma.

Plaintiffs' Fourth Cause of Action: Dissolution and Liquidation of LLC

15. The Plaintiffs are entitled to a Judgment dissolving the LLC pursuant to RCW 25.15.275; and providing for the liquidation of the LLC's assets in accordance with the terms of the LLC's Operating Agreement and Chapter RCW 25.15.

Plaintiffs' Fifth Cause of Action: Appointment of Receiver

16. The Plaintiffs are entitled to a Judgment appointing a receiver pursuant to Washington law, including but not limited RCW 7.60.025 and Chapter 19.40 RCW, to restrain the Defendants from further wrongful conduct; to otherwise protect the property of the LLC; and to effectuate the orderly winding up of the LLC's business as well as the liquidation and distribution of the LLC's assets in accordance with Washington law and the terms of the LLC's Operating Agreement.

17. The Plaintiffs are ordered to present to the court a Judgment including provisions of appointment of a receiver consistent with these Conclusions of Law.

Plaintiffs' Sixth Cause of Action: Quiet Title Claim

18. The Plaintiffs are entitled to a Judgment pursuant to Chapter 7.28 RCW, declaring that the Deed of Trust is void; and declaring that the lien of the Deed of Trust is forever discharged and released from the LLC's Property; and quieting title in and to the LLC's Property as against the Defendants and each of them and any success in interest of the Defendants.

1 ***Defendant Harjit Kaur's First Counterclaim: Breach of Contract***

2 19. Harjit Kaur Grewel's breach-of-contract counterclaim should be dismissed
3 with prejudice in light of the court's other findings and conclusions of law herein, and
4 because the Plaintiffs' alleged breaches of the Kent Valley Apt. LLC Operating
5 Agreement have been remedied or reversed.

6 ***Defendant Harjit Kaur's Second Counterclaim: Fraudulent Transfer***

7 20. Harjit Kaur Grewel's fraudulent-transfer counterclaim should be dismissed
8 with prejudice in light of the court's other findings and conclusions of law herein, and
9 because the Plaintiffs' actions alleged to be fraudulent transfers have been remedied or
10 reversed.

11 ***Defendant Harjit Kaur's Third Counterclaim: Injunctive Relief***

12 21. Harjit Kaur Grewel's counterclaim for an injunction should be dismissed with
13 prejudice in light of the court's other findings and conclusions of law herein.

14 ***Defendant Harjit Kaur's Fourth Counterclaim: Quiet Title Claim***

15 22. Harjit Kaur Grewel's counterclaim for a Judgment releasing and discharging
16 the deed of trust in favor of Arco Constructions, Inc., and the quit claim deed by Kent
17 Valley Apt. LLC to Greenwood Mixuse LLC (Trial Ex. 68) should be dismissed with
18 prejudice in light of the court's other findings and conclusions of law herein, and because
19 those transactions have been remedied or reversed.

20 23. Plaintiffs Harminder Kaur and Kamaljit Singh are the substantially prevailing
21 parties pursuant to Section 16.13 of the Operating Agreement of Kent Valley Apt. LLC
22

1 (Trial Ex. 9); and pursuant to the "Agreement Between Harjit Kaur and Harminder Kaur"
2 (Trial Ex. 25), as amended by the "Addendum to Purchase and Sale Agreement"
3 (Trial Ex. 34).

4 24. Plaintiffs Harminder Kaur and Kamaljit Singh may file a motion for their
5 reasonable attorneys' fees and costs incurred in this matter.

6 25. The award of attorneys' fees to the Plaintiffs shall reduce Harjit Gill's share of
7 the proceeds of the Receiver's sale of the Property owned by Kent Valley Apt, LLC as set
8 forth above; and likewise, Plaintiffs Harminder Kaur and Kamaljit Singh's share of the
9 proceeds as set forth above shall be increased by the same amount.

10 **Conclusion**

11 Counsel for any party may file and serve any objections or proposed corrections to
12 these Findings of fact and Conclusions of Law no later than **October 17, 2014**.

13 Plaintiffs' counsel is ordered to file and serve a proposed form of Judgment
14 consistent with these Findings of Fact and Conclusions of Law, no later than **October 17,**
15 **2014.**

16 Additionally, Plaintiffs' counsel may file a motion for an award of the Plaintiff's
17 reasonable attorneys' fees and costs incurred in this matter, no later than **October 17,**
18 **2014.**

19 The Defendants' counsel may file and serve any objections to the proposed
20 Judgment, and any objections to the Plaintiffs' motion for reasonable attorneys' fees and
21 costs, no later than **October 24, 2014.**

APPENDIX B

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FILED
KING COUNTY WASHINGTON

Honorable John Ruhl
Civil Motion w/o Oral Argument
October 30, 2014

NOV 14 2014

SUPERIOR COURT CLERK
BY Theresa Graham
DEPUTY

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT VALLEY
APT., LLC, a Washington Limited Liability
Company,

Plaintiffs,

v.

HARJIT KAUR GILL, and JOHN DOE
GILL, wife and husband; and HARBANS
GREWAL and JASBIR KAUR GREWAL,
husband and wife; SATWINDER
SHARMA and JANE DOE SHARMA,
husband and wife; CHICAGO TITLE
COMPANY OF WASHINGTON, as trustee
under that certain deed of trust recorded
under Recording No. 20110218001102,

Defendants.

NO. 13-2-18850-3 KNT

JUDGMENT

(Clerk's Action Required)

JUDGMENT SUMMARY

Judgment Creditors: Kamaljit Singh and Harminder Kaur

Judgment Debtor(s): Harjit Kaur Gill
Jasbir Kaur Grewal

Judgment Principal

Costs

~~\$260,346.77~~ \$324,056.00
19,235.02

JRR
JRR

ORIGINAL

LASHER
HOLZAPFEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2800 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
Fax 206 340-2563

JUDGMENT - 1
{23443/U255969.DOC}

1 Interest at 12% per annum *until paid.* \$0.00
2 From ~~October 30, 2014~~ *November 14, 2014*

3 **TOTAL JUDGMENT** ~~\$360,346.77~~ *343,291.02* JTR

4 Post-judgment interest rate of 12% per annum, *until paid.*

5
6 Attorney for Creditors: Danial D. Pharris
7 Lasher Holzapfel Sperry & Ebberson, P.L.L.C.
8 601 Union Street, Suite 2600
9 Seattle, Washington 98101-4000
10 (206) 624-1230

11 THIS MATTER came on regularly for hearing before the Court this ~~30th~~ *14th* day of ~~October~~ *November*
12 2014 after trial in the captioned lawsuit and entry of the Court's Findings of Fact and Conclusions
13 of Law and consideration of Plaintiffs' Motion for Attorney's Fees and Costs ("Motion"),
14 Defendants' Response and Plaintiffs' Reply and having entered an order on Plaintiffs' Motion, it is
15 hereby

16 ORDERED, ADJUDGED AND DECREED as follows:

17 1. Plaintiffs are granted a permanent injunction against Defendants Harjit Kaur Gill,
18 Harbans Grewal, Jasbir Grewal and Satwinder Sharma and each of them, and any of their agents,
19 servants, employees and attorneys, and any persons acting in concert or participation with
20 Defendants or any of them who receive actual notice of this judgment by personal service or
21 otherwise, from taking any action that may cloud title to the Kent Valley Apartments, LLC's real
22 property commonly known as 23803 West Valley Highway, Kent, WA 98032, and legally
23 described as Lot B, City of Kent Lot Line Adjustment No. LL-99-19, recorded under Recording
24 No. 19990816001016, Records of King County, Washington, (hereinafter "the Real Property").

25 2. The December 20, 2010 purchase agreement as amended by the January 8, 2011
26 Addendum to Purchase and Sale Agreement is hereby rescinded and deemed void and of no
force and effect as of the respective dates of those agreements.

1 3. The deed of trust dated January 25, 2011 between Kent Valley Apartments, LLC
2 and Jasbir Grewal and bearing King County Department of Records Number 20110218001102
3 ("the Deed of Trust") is deemed void and of no force and effect whatsoever including but not
4 limited to any rights asserted by Defendants Harjit Gill, Harbans Grewal, Jasbir Grewal and/or
5 Satwinder Sharma and each of them.

6 4. The lien of the Deed of Trust is forever discharged and released from the LLC's
7 Real Property and title in and to the LLC Real Property is quieted in the name of Kent Valley
8 Apartments, LLC free and clear of any recorded liens, claims or transfers of any party to this
9 lawsuit including but not limited to the Deed of Trust or any other deed of trust or deed recorded
10 by any party to this lawsuit against title to the Real Property, including but not limited to
11 Defendants and each of them and any of their successors in interest.

12 5. Kent Valley Apartments, LLC is hereby dissolved and shall wind down and
13 liquidate its assets and satisfy the claims of its creditors and members in accordance with a
14 liquidation sale of the LLC assets by a receiver to be appointed by the court.

15 6. A receiver shall be appointed to effectuate the orderly winding up of the LLC's
16 business as well as the liquidation and distribution of the LLC's assets in accordance with
17 Washington law and the terms of the LLC's September 14, 2009 Operating Agreement and the
18 Order Appointing Marc S. Stern as Receiver of Kent Valley Apartments, LLC.

19 7. All causes of action filed by Defendants and each of them in this lawsuit are
20 dismissed with prejudice including but not limited to claims for breach of contract, fraudulent
21 transfer, injunctive relief and quiet title.

22 8. Plaintiffs Harminder Kaur and Kamaljit Singh are granted judgment for their
23 costs and attorneys' fees as approved by the Court in the Order on Plaintiffs' Motion for Costs
24 and Attorneys' Fees in the amount of ~~\$360,346.77~~, jointly and severally against Defendants
25 Harjit Kaur Gill and Jasbir Grewal plus interest at 12% per annum from the date of this judgment
26 until paid.

*\$324,056.00 as fees and
\$19,235.02 as costs, for a total
Judgment Amount of \$343,291.02*

JRR



ATTORNEYS AT LAW
2800 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
FAX 206 340-2563

Total Judgment Amount of \$343,291.02, plus interest

1 9. The ~~\$360,346.77~~ shall reduce Harjit Kaur Gill's share of the proceeds of the
2 Receiver's sale of the Real Property owned by Kent Valley Apartments, LLC and Plaintiffs
3 Harminder Kaur and Kamaljit Singh's share of the proceeds of sale of the Real Property shall be
4 increased by the same amount.

Total Judgment Amount of \$343,291.02,

plus interest

5 10. After sale of the Real Property and application of up to the ~~\$360,346.77~~ judgment
6 to reduce Harjit Kaur Gill's share of the proceeds of sale of the Real Property and increase
7 Harminder Kaur and Kamaljit's share of the proceeds by the same amount, any amounts not so
8 applied shall remain a binding and enforceable judgment with interest at 12% per annum until
9 paid.

10 DONE IN OPEN COURT this 14th day of November
~~30~~ day of October, 2014.

John R Ruhl
Honorable John R. Ruhl

11 Presented by:

12 LASHER, HOLZAPFEL
13 SPERRY & EBBERSON, P.L.L.C.

14 *[Signature]*
15 Daniel D. Pharris, WSBA No. 13617
16 Attorneys for Plaintiffs
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LASHER
HOLZAPFEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2800 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
Fax 206 340-2563

APPENDIX C

Honorable John Ruhl

FILED
KING COUNTY WASHINGTON

NOV 14 2014

SUPERIOR COURT CLERK
BY Theresa Graham
DEPUTY

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

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT
VALLEY APT., LLC, a Washington
Limited Liability Company,
Plaintiffs,

v.

HARJIT KAUR GILL, and JOHN DOE
GILL, wife and husband; and HARBANS
GREWAL and JASBIR KAUR
GREWAL, husband and wife;
SATWINDER SHARMA and JANE DOE
SHARMA, husband and wife; CHICAGO
TITLE COMPANY OF WASHINGTON,
as trustee under that certain deed of trust
recorded under Recording No.
20110218001102,

Defendants.

NO. 13-2-18850-3 KNT

**ORDER ON PLAINTIFFS' MOTION
FOR COSTS AND ATTORNEYS'
FEES**

THIS MATTER having come regularly before the court upon Plaintiffs' Motion for Costs and Attorneys' Fees ("Motion"), after trial in the captioned case and pursuant to CR 54(d) and the order of this court, the court having considered the file and record herein, including the

ORIGINAL

ORDER ON PLAINTIFFS' MOTION FOR COSTS
AND ATTORNEYS' FEES - 1
{23443/U257033.DOC}

L A S H E R 2600 Two Union Square
H O L Z A P F E L 601 UNION STREET
S P E R R Y & SEATTLE, WA 98101-4000
E B B E R S O N (206) 824-1230
FAX (206) 340-2563
PLCC

1 Plaintiffs' Motion, Declaration of Danial D. Pharris in support of Motion, the response of
2 defendants, if any, and the Reply of Plaintiffs, if any, and deeming itself fully advised in the
3 premises; now, therefore, it is hereby

4 ORDERED, ADJUDGED AND DECREED as follows:

5 1. The Plaintiffs Kamaljit Singh and Harminder Kaur are awarded ~~\$341,111.75~~ ^{343,291.02} ~~\$360,346.77~~ ^{\$324,056.00} JRP
6 of reasonable attorneys' fees and \$19,235.02 of costs. The ~~\$360,346.77~~ shall be incorporated
7 into Plaintiffs' Judgment to be entered jointly and severally against Defendants Harjit Gill
8 and Jasbir Grewal.

9
10 SO ORDERED this 30 day of October, 2014.

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12 

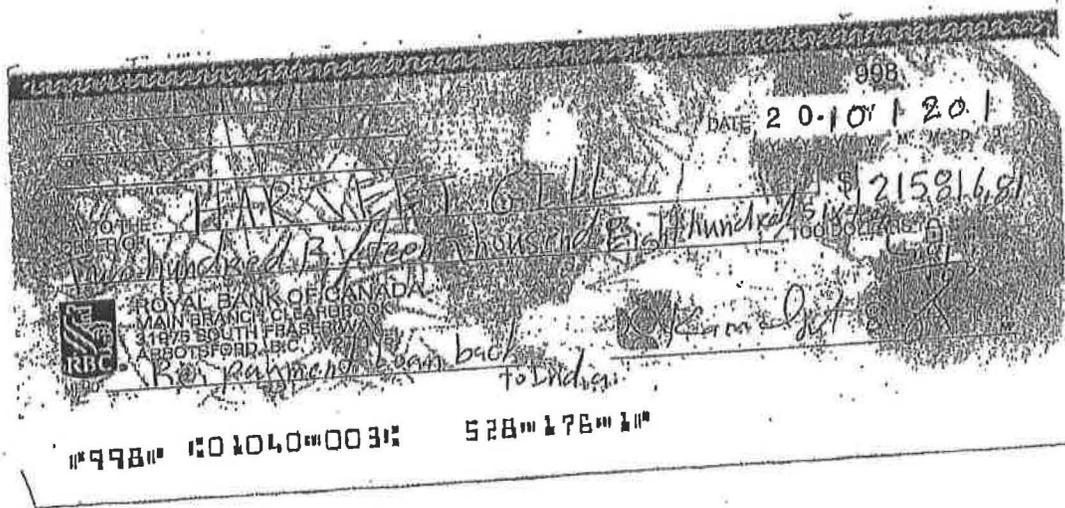
13 Honorable John Ruhl
14 King County Superior Court Judge

15 Presented by:

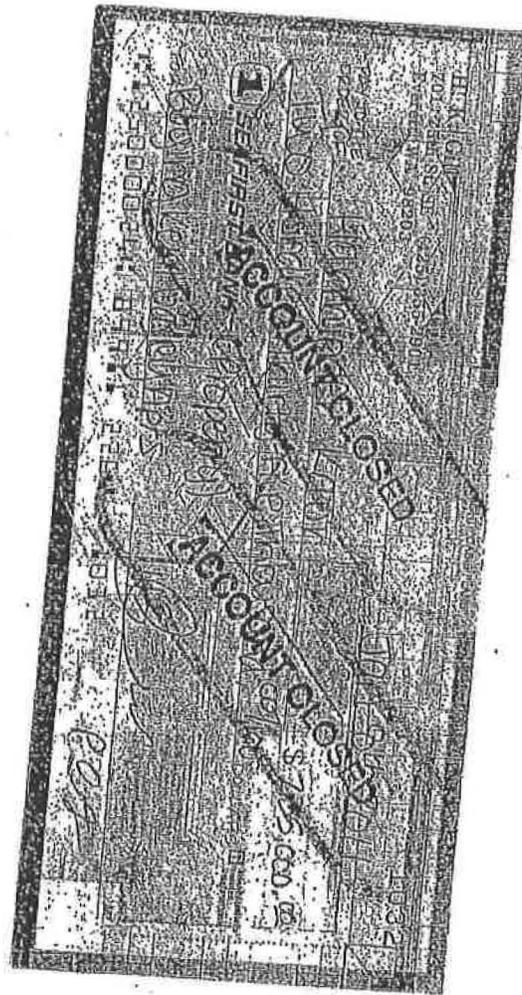
16 LASHER HOLZAPFEL
17 SPERRY & EBBERSON, B.L.L.C.

18 
19 Danial D. Pharris, WSBA #13617
20 Attorneys for Plaintiffs

APPENDIX D



APPENDIX E



TRIAL EXHIBIT 35

APPENDIX F

FILED

14 NOV 12 AM 9:17

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

Judge John Ruhl
Hearing: November 14, 2014
11:00 a.m.

With oral argument

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

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT VALLEY
APT., LLC, a Washington Limited Liability
Company,

Plaintiffs,

vs.

HARJIT KAUR GILL, and JOHN DOE GILL,
wife and husband; and HARBANS GREWAL,
and JASBIR KAUR GREWAL, husband and
wife; SATWANDER SHARMA and JANE
DOE SHARMA, husband and wife;
CHICAGO TITLE COMPANY OF
WASHINGTON, as trustee under that certain
deed of trust recorded under Recording No.
20110218001102,

Defendants.

NO: 13-2-18850-3 KNT

**SUPPLEMENTAL DECLARATION OF
HARJIT KAUR GILL RE: OBJECTIONS TO
FINDINGS OF FACT AND CONCLUSIONS
OF LAW**

HARJIT KAUR GILL declares as follows:

1. I am over the age of 18, competent to testify in this matter and I make this declaration upon my personal knowledge.
2. I provide this declaration to specifically object to the Court's findings 34 through 44 and 53 through 66. The loans given to the plaintiffs and forgiven in consideration of the 'plaintiffs' transfer of their remaining 50% interest in the LLC are documented by the post-dated check signed by Kamajit Singh. A copy of the post-dated check given to me

SUPPLEMENTAL DECLARATION OF HARJIT KAUR GILL
Page - 1

Leininger & Christenson, P.S.
Attorneys at Law
8407 South 259th Street, #101
Kent, Washington 98030
(253) 859-4111 • Fax: (253) 853-3688

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by Plaintiff Kamaljit Singh is trial Exhibit No. 16. As the loan documents clearly indicate at the signing of the Agreements I had already paid for the remaining interest in the LLC, such that upon the signing of the Agreement I owned 100% of the LLC. No further payment was due and no further payment was made. The check (trial Exhibit No. 35) that plaintiffs claim they were given was not given by me or at my direction.

- 3. I could not understand how the plaintiffs came into possession of Exhibit No. 35. The only explanation I could come up with was: When I returned to India in the fall of 2010, I left some personal belongings in the possession of the plaintiffs, who I considered at the time to be personal friends. These possessions may have contained a checkbook on an old account that was used by the plaintiffs to create a false check to serve their own purposes.
- 4. I have now gone to the local branch of the Bank of America and spoken with the manager. I have learned that the bank is unable to verify the check or the account in their system. However, the stamp on the check, "Account Closed" is not and has not ever been in use by the bank at any branch. If there are concerns with a check the person presenting the check is referred back to the maker of the check. How this check came to be stamped or if it was ever presented to the bank are open questions.
- 5. The plaintiffs at various times in various documents gave conflicting testimony regarding the receipt and presentation of this check (Trial Exhibit 43, for example). I request the Court to reopen the testimony to hear and consider the testimony of the bank manager.

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

Signed and dated this 2 day of November 2014 at LYNDEEN WA.
WA.

Harjeet Kaur Gill
Harjit Kaur Gill

APPENDIX G

RCW 2.43.010**Legislative intent.**

It is hereby declared to be the policy of this state to secure the rights, constitutional or otherwise, of persons who, because of a non-English-speaking cultural background, are unable to readily understand or communicate in the English language, and who consequently cannot be fully protected in legal proceedings unless qualified interpreters are available to assist them.

It is the intent of the legislature in the passage of this chapter to provide for the use and procedure for the appointment of such interpreters. Nothing in chapter 358, Laws of 1989 abridges the parties' rights or obligations under other statutes or court rules or other law.

[1989 c 358 § 1. Formerly RCW 2.42.200.]

Notes:

Severability -- 1989 c 358: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1989 c 358 § 10.]

RCW 2.43.030**Appointment of interpreter.**

(1) Whenever an interpreter is appointed to assist a non-English-speaking person in a legal proceeding, the appointing authority shall, in the absence of a written waiver by the person, appoint a certified or a qualified interpreter to assist the person throughout the proceedings.

(a) Except as otherwise provided for in (b) of this subsection, the interpreter appointed shall be a qualified interpreter.

(b) Beginning on July 1, 1990, when a non-English-speaking person is a party to a legal proceeding, or is subpoenaed or summoned by an appointing authority or is otherwise compelled by an appointing authority to appear at a legal proceeding, the appointing authority shall use the services of only those language interpreters who have been certified by the administrative office of the courts, unless good cause is found and noted on the record by the appointing authority. For purposes of chapter 358, Laws of 1989, "good cause" includes but is not limited to a determination that:

(i) Given the totality of the circumstances, including the nature of the proceeding and the potential penalty or consequences involved, the services of a certified interpreter are not reasonably available to the appointing authority; or

(ii) The current list of certified interpreters maintained by the administrative office of the courts does not include an interpreter certified in the language spoken by the non-English-speaking person.

(c) Except as otherwise provided in this section, when a non-English-speaking person is involved in a legal proceeding, the appointing authority shall appoint a qualified interpreter.

(2) If good cause is found for using an interpreter who is not certified or if a qualified interpreter is appointed, the appointing authority shall make a preliminary determination, on the basis of testimony or stated needs of the non-English-speaking person, that the proposed interpreter is able to interpret accurately all communications to and from such person in that particular proceeding. The appointing authority shall satisfy itself on the record that the proposed interpreter:

(a) Is capable of communicating effectively with the court or agency and the person for whom the interpreter would interpret; and

(b) Has read, understands, and will abide by the code of ethics for language interpreters established by court rules.

[2005 c 282 § 3; 1990 c 183 § 1; 1989 c 358 § 3. Formerly RCW 2.42.220.]

Notes:

Severability -- 1989 c 358: See note following RCW 2.43.010.

RCW 2.43.060**Waiver of right to interpreter.**

(1) The right to a qualified interpreter may not be waived except when:

(a) A non-English-speaking person requests a waiver; and

(b) The appointing authority determines on the record that the waiver has been made knowingly, voluntarily, and intelligently.

(2) Waiver of a qualified interpreter may be set aside and an interpreter appointed, in the discretion of the appointing authority, at any time during the proceedings.

[1989 c 358 § 6. Formerly RCW 2.42.250.]

Notes:

Severability -- 1989 c 358: See note following RCW 2.43.010.

APPENDIX H

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Honorable Julia Garratt

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT VALLEY
APT., LLC, a Washington Limited Liability
Company,
Plaintiffs,

NO. 13-2-18850-3 KNT

STIPULATION AND ORDER
REGARDING SCHEDULING
DEPOSITIONS AND OTHER
DISCOVERY

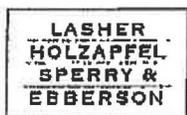
v.

HARJIT KAUR GILL, and JOHN DOE
GILL, wife and husband; and HARBANS
GREWAL and JASBIR KAUR GREWAL,
husband and wife; SATWINDER
SHARMA and JANE DOE SHARMA,
husband and wife; CHICAGO TITLE
COMPANY OF WASHINGTON, as trustee
under that certain deed of trust recorded
under Recording No. 20110218001102,
Defendants.

I. STIPULATION

COME NOW the plaintiffs by and through their attorney of record, Danial Pharris of Lasher Holzappel Sperry & Ebberson, P.L.L.C. and the defendants, Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal, and Satwinder Sharma (hereinafter collectively "Stipulating Defendants"), by and through their attorney of record, Jack Leininger of Leininger & Christenson, PS, and with the specific authorizations of their respective clients, after consultation and advice as to rights and representations, hereby stipulate and agree as follows:

A. **Submission to Deposition.** Plaintiffs and Stipulating Defendants agree that they will



ATTORNEYS AT LAW
2800 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
FAX 206 340-2563

1 make themselves available to allow depositions to occur at the offices of Plaintiffs' counsel of:
2 Harjit Kaur Gill on May 8, 2014; Harbans Grewal and Jasbir Kaur Grewal on May 9, 2014;
3 Satwinder Sharma on May 12, 2014; and Kamaljit Singh and Harminder Kaur on May 13, 2014
4 at defendants counsels office. If Harjit Kaur Gill, Harbans Grewal or Jasbir Kaur Grewal or any
5 of them, or Kamaljit Singh or Harminder Kaur fail to make themselves available for their
6 deposition strictly on the scheduled dates, then the parties stipulate and agree that such failure is
7 intentional unless the court concludes that exigent circumstances prevented their attendance, and
8 the parties stipulate that in the absence of such exigent circumstances this would cause
9 substantial prejudice to the opposing parties and that less drastic sanctions would be insufficient
10 such that Defendants Harjit Kaur Gill, Harbans Grewal or Jasbir Kaur Grewal shall not be
11 allowed to submit any evidence at trial whatsoever in support of Harjit Kaur Gill, Harbans
12 Grewal or Jasbir Kaur Grewal's defenses, affirmative defenses or counterclaims, nor shall
13 Kamaljit Singh or Harminder Kaur's submit evidence supporting their claims, defenses and
14 affirmative defenses whatsoever at trial in the event of their absence under other than exigent
15 circumstances. If Satwinder Sharma does not appear for his deposition on the scheduled date,
16 the same circumstances apply such that he waives and releases any right he may have to object to
17 having his deposition taken at Plaintiffs' attorneys office, and Stipulating Defendants shall not be
18 allowed to submit any evidence at trial whatsoever in support of his defenses, affirmative
19 defenses or counterclaims unless and until his deposition is conducted in May of 2014.

20 **B. Additional Stipulations.**

21 The parties further hereby stipulate and agree as follows:

22 1. Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal have or will produce no
23 later than Friday, April 18, 2014, all "documents", as that term is defined in the Plaintiff's First
24 Interrogatories and Request for Production previously served on them in this case, in their care,
25 custody and control and arising from or relating in any way to any alleged loans from Harbans
26 Grewal and Jasbir Kaur Grewal to Harjit Kaur Gill including but not limited to "documents"

1 evidencing 1) the existence and source of funds for all loans, 2) transfers of funds and/or receipt
2 of funds, and because of the acknowledged substantial prejudice to the opposing parties,
3 Defendants Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal are thereafter barred from
4 and shall not submit as evidence any documents not so timely produced except for documents
5 produced by plaintiffs or in response to a subpoena in this lawsuit; and

6 2. Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal have or will produce no
7 later than Friday, April 18, 2014, all "documents", as that term is defined in the Plaintiff's First
8 Interrogatories and Request for Production previously served on them in this case, in their care,
9 custody and control and arising from or relating in any way to any legal consideration paid or
10 transferred for the sale and assignment of the deed of trust to Satwinder Sharma including but not
11 limited to bank statements, wire transfer documents, canceled checks and/or transfer and/or
12 receipt of funds including deposits in accounts and because of the acknowledged substantial
13 prejudice to the opposing parties, Defendants Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur
14 Grewal are thereafter barred from and shall not submit as evidence any documents not so
15 produced except for documents produced by plaintiffs or in response to a subpoena in this
16 lawsuit; and

17 3. Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal have or will produce no
18 later than Friday, April 19, 2014, all "documents", as that term is defined in the Plaintiff's First
19 Interrogatories and Request for Production previously served on them in this case, in their care,
20 custody and control and arising from or relating to and/or evidencing in any way the source
21 and/or existence of any funds allegedly generated from loans, sales of property, or cash or other
22 transfers of funds from bank accounts or any other source that were allegedly loaned to Kamaljit
23 Singh by Harjit Kaur Gill and any such "documents" evidencing or relating to the alleged loans
24 and transfers to Kamaljit Singh and because of the acknowledged substantial prejudice to the
25 opposing parties, Defendants Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal are
26 thereafter barred from and shall not submit as evidence any documents not so timely produced
except for documents produced by plaintiffs or in response to a subpoena in this lawsuit; and

1 4. Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal will produce at the time
2 of their deposition their original passports in use and effect between January 2010 and January
3 2011 which may be photocopied by plaintiff's counsel.

4 5. This stipulation does not limit the right of any party to file any motion(s) to
5 compel responses to discovery requests on any grounds they may deem appropriate in their
6 discretion under the circumstances of this case; and

7 6. The parties all agree that either plaintiffs or defendants may file a motion(s) for
8 partial/summary judgment for hearing on either June 20, 27, or July 18, 2014.

9 7. The parties acknowledge that plaintiffs may issue discovery requests to Satwinder
10 Sharma and Satwinder Sharma who shall timely and completely provide responses as set forth
11 therein and defendants may issue discovery requests to plaintiffs who shall timely and
12 completely provide responses.

13 8. Harjit Kaur Gill, Harbans Grewal and Jasbir Kaur Grewal shall execute
14 verifications of their Supplemental Responses to Plaintiff's First Interrogatories and Request for
15 Production and Second Supplemental Responses to Plaintiff's First Interrogatories and Request
16 for Production under penalty of perjury in the form attached to the Plaintiff's First Interrogatories
17 and Request for Production and shall return those signed verifications to Plaintiffs no later than
18 April 18, 2014.

19 **C. Ambiguities.**

20 This Stipulation shall be construed and interpreted without giving effect to the usual rule
21 that ambiguities are construed against the drafting party. Each party and their counsel have had
22 the opportunity to and did in fact negotiate all the terms of this Stipulation as their free and
23 voluntary acts.

24 **D. Implementing Order.**

25 The parties agree that the parties shall have the right to seek court orders to implement
26 and enforce any of the terms of this Stipulation and shall have the right to an award of all costs
and reasonable attorney's fees incurred due to the failure by any of the parties to strictly and

1 timely comply with the terms of this Stipulation. The subjoined order may be entered by the
2 court without notice.

3 SO AGREED this 16th day of April 2014:

4 LASHER HOLZAPFEL SPERRY
5 & EBBERSON P.L.L.C.

LEININGER & CHRISTENSON, PS

6 
7
8 Daniel D. Pharris, WSBA #13617
9 Attorneys for Plaintiffs

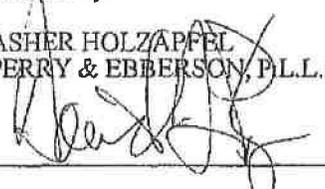

10
11 Jack Leininger, WSBA #10674
12 Attorneys for Defendants

13 **II. ORDER**

14 Based upon the foregoing stipulation by the parties, it is hereby
15 ORDERED, ADJUDGED AND DECREED that all the terms of the above Stipulation are
16 made an Order of this Court and are binding on all parties to perform on a timely basis, strictly as
17 provided.

18 SO ORDERED this 11 day of April, 2014.

19 
20 Honorable Julia Garratt

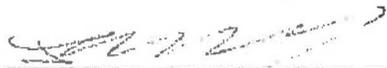
21 Presented by:
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23 LASHER HOLZAPFEL
24 SPERRY & EBBERSON, P.L.L.C.
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Daniel D. Pharris, WSBA #13617
Attorneys for Plaintiffs

*Approved; notice of
Presentation waived:*

LEININGER & CHRISTENSON, PS



Jack Leininger, WSBA #10674
Attorneys for Defendants

STIPULATION AND ORDER -6
(7/13/12) (10/10/12) (10/12/12)

LASHER
HOLZAPFEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2600 TWO UNION SQUARE
801 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 824-1230
Fax 206 340-2669

APPENDIX I

FILED

14 OCT 17 PM 12:11

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 13-2-18850-3 KNT
Honorable John Ruhl

Civil Motion with Oral Argument
October 30, 2014

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT
VALLEY APT., LLC, a Washington
Limited Liability Company,
Plaintiffs,

v.

ILARJIT KAUR GILL, and JOHN DOE
GILL, wife and husband; and HARBANS
GREWAL and JASBIR KAUR
GREWAL, husband and wife;
SATWINDER SHARMA and JANE DOE
SHARMA, husband and wife; CHICAGO
TITLE COMPANY OF WASHINGTON,
as trustee under that certain deed of trust
recorded under Recording No.
20110218001102,

Defendants.

NO. 13-2-18850-3 KNT

DECLARATION OF
DANIAL D. PHARRIS IN
SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS'
FEES AND COSTS

DANIAL D. PHARRIS declares:

1. Personal Knowledge. I am an attorney representing the plaintiffs in the above-captioned action. I make this declaration based on my personal knowledge. I am competent to testify to the matters set forth herein.

DECLARATION OF DANIAL D. PHARRIS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES AND COSTS - 1
(23443/U255911.DOCX)



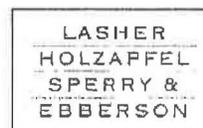
ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
FAX 206 340-2563

1 2. **Experience, Reputation and Ability to Provide Representation RPC 1.5(a)(7).** I
2 was admitted to the Washington State Bar Association in 1983 and have been practicing law in this
3 state for 31 years. I am a principal at Lasher Holzapfel Sperry & Ebberson, PLLC ("LHSE"), where
4 I have practiced since 1989. Prior to that time I was employed at the law firm of Hatch & Leslie from
5 1982-1989. A significant part of my practice involves contract and commercial disputes including
6 creditor's rights matters. I have represented the Plaintiffs in connection with this action since early
7 April of 2013. Attached hereto as **Exhibit A** is a copy of my personal biography.

8 3. **Time and Labor Required and Novelty and Difficulty of Legal and Factual**
9 **Issues, RPC 1.5(a)(1).** After one and a half years of litigation, and a 7-day trial, plaintiffs were
10 granted judgment on all of their claims and in addition the court dismissed all of defendants'
11 counterclaims. As the prevailing party, Plaintiffs seek an award of \$341,111.75 of reasonable
12 attorney's fees and \$19,235.02 of costs incurred in this action. The Plaintiffs' claims and
13 defendants' counterclaims all pertained to the LLC Operating Agreement, the Sale Agreement and
14 Addendum and the contested deed of trust. Plaintiffs' attorney's fees and costs are properly
15 awarded pursuant to the attorney fee provisions of those agreements.

16 4. **Detailed description of Time and Labor Required and Novelty and Difficulty**
17 **of Issues, RPC 1.5(a)(1).** I prepared the Plaintiffs' Motion for Attorney's Fees and Costs
18 ("Motion") that accompanies this declaration. I reviewed all of the over 60 pages of billing
19 statements generated over the past 1-1/2 years in this lawsuit and prepared the summary of work
20 performed that is described in the Motion. I am familiar with all aspects of the work performed
21 by Plaintiff's counsel in this lawsuit and the \$4,464.50 total amount billed by paralegals over the
22 past 1-1/2 years. Plaintiffs' attorneys (and paralegals) provided competent representation to the
23 plaintiffs in this case, and achieved a result that justifies the fee award. The description of work
24 performed by plaintiffs' counsel and the legal and factual issues as described in the Motion are
25 true and correct, including but not limited to the legal and factual issues pertaining to work
26 described in pages 7-14 of the Motion.

DECLARATION OF DANIAL D. PHARRIS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES AND COSTS - 2
{23443/U255911.DOCX}



ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
Fax 206 340-2563

1 5. Preclusion of Other Employment, RPC 1.5(a)(2). The parties to this lawsuit
2 were aware that due to the attorney time devoted to this lawsuit over the past 1-1/2 years that time
3 could have been devoted to other productive employment by the lawyers in this case.

4 6. The Fees Charged Are Customary in King County for Similar Services, RPC
5 1.5(a)(3). Plaintiffs' attorneys have the experience and requisite skill and ability to justify their
6 hourly billing rates. I have over 31 years of experience in representing parties in creditors' rights
7 and commercial litigation matters. Having practiced in the Seattle area for 31 years, I am familiar
8 with the rates charged by counsel representing parties in commercial and contract disputes
9 involving issues such as the issues presented in this case. The rates charged for the work performed
10 in this case are appropriate with the experience and expertise of attorneys involved and comparable
11 to rates charged by similarly experienced counsel and paralegals in the Seattle and greater King
12 County market. The majority of the work in this case was performed by me. There was also work
13 performed by Tyler Moore, an associate, Tony Gewald, a principal, and Toni Griffin, a paralegal.
14 Mr. Moore's rate is \$275 per hour; he has been practicing 7 years and has been involved in
15 numerous commercial lawsuits, arbitrations, mediations and trials.

16 Mr. Gewald's rate is \$435 per hour. He has been practicing approximately 37 years. My
17 rate is \$395 per hour. I have been practicing 31 years. Bob Henry and Karl Weiss, principals at
18 LHSE provided some very limited assistance (less than 1 hour each) in this case. Mr. Henry's rate
19 is \$390 per hour and Mr. Weiss' rate is \$335 per hour. The rates charged for this matter are the
20 standard rates charged to other LHSE clients for similar matters. Attached as **Exhibit B** is a
21 detailed breakdown of the fees and costs incurred by LHSE in connection with this case. They
22 total \$341,111.75 in fees and \$19,235.02 in costs for a total of \$360,346.77. All amounts Plaintiffs
23 incurred were reasonable and necessary in the successful representation in this matter.

24 7. The Amount Involved and Results Obtained, RPC 1.5(a)(4). In this case,
25 defendants sought to foreclose and eliminate plaintiffs' rights to \$430,000 from the sale of the
26 LLC real estate plus an additional 50% of all sale proceeds in excess of \$665,000. In addition,
defendants sought an award of their costs and attorney's fees from plaintiffs based on their

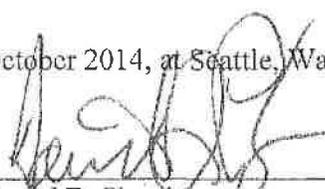
1 counterclaims that could have equaled the same amount as Plaintiff's attorney's fees and costs
2 claim. Therefore, plaintiffs had at risk a total of over \$800,000. The court should award a
3 reasonable attorney's fee that allows for an adequate remedy to plaintiffs necessary to defend their
4 rights and also to protect them against an adverse judgment.

5 8. Plaintiffs Hired Their Counsel on an Hourly Fee Basis, RPC 1.5(8). Plaintiffs
6 hired their attorneys on an hourly fee basis. They incurred substantial risk. Plaintiffs have paid
7 their attorneys on an hourly basis for the work they performed in this case up to trial. Plaintiffs
8 remain personally responsible for payment of the balance of their attorney's fees and costs in this
9 lawsuit including preparing for and prosecuting the trial.

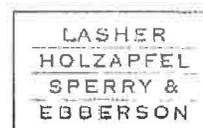
10 9. The Time and Labor Required Were Reasonable, RPC 1.5(a)(1). The time
11 spent by Plaintiffs' counsel was likewise reasonable and necessary in light of the issues raised in
12 the case, the amount in controversy and the decisions made by defendants. Myself and Mr. Moore
13 shared the work required to prepare the case for mediation and for trial. In total, I spent 674.9
14 hours over the past 1-1/2 years and Mr. Moore spent 206.20 hours over the past 1-1/2 years
15 working on this case. Attached hereto as **Exhibit B** and incorporated by this reference is a true
16 and correct copy of the billings in this matter for attorneys' fees and costs. Over 46.8 hours or
17 approximately \$11,403 were written off by Plaintiffs' counsel in an attempt to insure fair billing
18 to the Plaintiffs.

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

21 DATED AND SIGNED this 17 of October 2014, at Seattle, Washington.

22
23
24 
Dantel D. Pharris

25
26
DECLARATION OF DANTEL D. PHARRIS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES AND COSTS - 4
{23443/U255911.DOCX}



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EXHIBIT A



DANIAL D. PHARRIS

Principal
pharris@lasher.com
 (206) 654-2408

Practice Areas

Creditors' Rights, Bankruptcy, and Receiverships;
 Commercial Litigation; Secured Transactions;
 Mediation/Arbitration

Practice Emphasis

Danial Pharris' experience is in the areas of creditors' rights, bankruptcy, reorganization, receiverships, commercial litigation and secured transactions spanning all types of businesses including real estate, construction, commercial finance, manufacturing, technology, fishing and agriculture.

Education

Bachelor of Arts, 1978, Western Washington University
 Juris Doctor, 1983, University of Puget Sound

Noteworthy

Dan has the highest Martindale-Hubbell "AV" preeminent rating

Super Lawyer, Washington Law & Politics Magazine, since 2007

Representative Cases Over the Past 30 Years

Creditors' Rights

- Dan represents a number of regional companies with regard to their regular and on-going commercial credit and collections. This includes foreclosure of security interests and liens, bond claims, pre-judgment attachment, repossessions, suits for fraudulent transfers, to pierce the corporate or LLC veil, commercial disputes, executions on judgments, garnishments, loan workouts and defaults.

Bankruptcy

- *In re PT Cable, Inc.* - Represented creditors in a \$50-million lawsuit by the trustee relating to alleged fraudulent transfers and leveraged buyout.
- *In re E.J. Bartells Co* - Obtained court approval of a Debtor's Plan of Reorganization in the first asbestos-related Chapter 11 case in the Northwest, including a Johns Manville-type personal injury trust and mass tort channeling injunction.
- *In re Aeroamerica, Inc.* - Acted as counsel for trustee, including an adversary proceeding against the former C.E.O. to recover funds allegedly embezzled from the sale of a Boeing 720 aircraft. Worked with London and Geneva counsel to obtain discovery and trace the funds through London and Zurich bank accounts.
- *Sewat, J.V. v. Alcan Aluminum Corporation and Crucible Steel Corporation* - Represented a trustee as plaintiff in a case that resulted in a month-long jury trial in U.S. District Court and a jury verdict in his clients' favor.
- *In re Nova Enterprises* - Represented a group of creditors to defeat the reorganization plan of a cable television operating company and its subsidiaries, and obtained court approval of a creditors' Plan of Reorganization. All creditors were paid in full.
- *In re Pribilof Island Processors, Inc.* - Represented the creditors committee in a case involving an on-shore fish processing plant in Alaska. Confirmed a Plan of Reorganization on behalf of the Creditors Committee and successfully subordinated or eliminated tens of millions of debt claimed by insiders and others.
- *In re Pacific Coast Escrow* - On behalf of the creditors committee, Dan successfully collected creditors' trust funds that were embezzled.

State Court Receivership Cases

- Dan has worked on state court receiverships dating back to the 1980's, including the ASC Liquidating Company (formerly SCA Wolff Tanning Systems) (liquidation of tanning bed manufacturer) and other cases. Since the 2004 revisions to the Receivership Act, Dan's work in the area has significantly increased.
- Since the 2004 enactment of RCW 7.60, Dan has acted as receiver, represented debtors, creditors and receivers in Washington State receiverships involving operation and liquidation of going concern businesses, real estate projects and other enterprises.

Presentations

Creditors' Rights

"Uniform Commercial Code: Article 9," Sterling Education, 2011

"Seeking and Collecting a Judgment," National Business Institute, 2011

"Nuts and Bolts of Collection," National Business Institute, 2011

"Real Estate Loans and Workouts," National Business Institute, 2010

"Real Estate Workouts," National Business Institute, 2007

"Washington State Receiverships," King County Bar Association, 2005

"The 2004 Washington State Receivership Act," King County Bar Association

"Landlord-Tenant Law Update," Sterling Education Services

"Collection Law from Start to Finish," National Business Institute

"Effective Commercial Foreclosure Strategies," National Business Institute

"Loan Workouts and Receiverships," National Business Institute

"Successful Collection of Judgments in Washington," National Business Institute

"Fair Debt Collection Practices Act: Compliance for the Washington Practitioner," National Business Institute

"Creditors' Rights and Protection of Security Interests In Bankruptcy," Sterling Education Services

Presentations Bankruptcy

"Bankruptcy Litigation 101," National Business Institute, March 2012

"Effective Creditor Representation in Bankruptcy," National Business Institute, 2011

"Bankruptcy's Implication in Collection," National Business Institute, 2011

"Landlord/Tenant Law in Bankruptcy," Sterling Education, 2009

"Aligning Your Practice with the BAPCPA Bankruptcy Amendments of 2005," National Business Institute

"Bankruptcy Reform Update – One Year Later," National Business Institute

"Advanced Real Estate Law: Credit and Bankruptcy Issues," National Business Institute

"Single Asset Real Estate Bankruptcy Cases," King County Bar Association

"Advising the Financially Troubled Business," Washington State Bar Association

"Introduction to the Most Common Forms of Bankruptcy: Chapter 7, 11 and 13," Eleventh Annual Pacific Northwest Bankruptcy and Credit Seminar

"Construction in Bankruptcy," King County Bar Association

"Proposed Amendments to the Bankruptcy Code," National Association of Credit Management National Convention

Publications

Creditors Should Consider the Impacts of Bankruptcy, Seattle Daily Journal of Commerce

Single Asset Real Estate Bankruptcy Cases, King County Bar Association

Professional and Civic

American Bar Association, Corporation, Banking and Business Law Section

Federal Bar Association, Bankruptcy Practice Committee

King County Bar Association, Bankruptcy Section

Washington State Bar Association, Creditor-Debtor and Real Property Trust and Probate Section

American Bankruptcy Institute

National Association of Credit Management

Dan is a regular speaker for a number of professional organizations including Washington State Bar Association, Washington Society of CPA's, the National Association of Credit Management and other organizations.

EXHIBIT B



**LASHER
HOLZAPFEL
SPERRY &
EBBERSON**

P.L.L.C.

RECAP

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WWW.LASHER.COM

Kamaljit Singh and Harminder Kaur

Re: General Business

File Number: 23443 - DP

Statement

Date Range 1/1/1960 through 10/13/2014

October 14, 2014

Page: 1

Fee Recap

		Hours	Rate/Hour	Amount
Anthony J. W. Gewald	Equity Principal	1.20	0.00	No charge
Anthony J. W. Gewald	Equity Principal	27.95	435.00	12,158.25
Danial Pharris	Equity Principal	1.70	0.00	No charge
Danial Pharris	Equity Principal	46.20	385.00	17,787.00
Danial Pharris	Equity Principal	628.70	395.00	248,336.50
Robert J. Henry	Equity Principal	0.30	390.00	117.00
Karl A. Weiss	Equity Principal	0.50	335.00	167.50
Sean V. Small	Associate	7.10	285.00	2,023.50
Tyler J. Moore	Associate	30.60	0.00	No charge
Tyler J. Moore	Associate	25.90	250.00	6,475.00
Tyler J. Moore	Associate	180.30	275.00	49,582.50
Rebekah Grant	Paralegal	1.90	175.00	332.50
Toni T. Griffin	Paralegal	13.30	0.00	No charge
Toni T. Griffin	Paralegal	29.70	135.00	4,009.50
Janet E. Brock	Paralegal	0.70	175.00	122.50
Totals		996.05		341,111.75

Fees

Date	Atty	Description	Hours	Rate	Amount
04/26/13	DP	Review of file, drafted summons and complaint for quiet title and other relief.	0.00	385.00	No charge
04/26/13	DP	Review of file, drafted summons and complaint for quiet title and other relief.	0.70	385.00	269.50
04/29/13	DP	Review of file, drafted summons and complaint for quiet title and other relief. Calls from and to Kamal.	1.20	385.00	462.00
04/30/13	DP	Review of LLC operating agreement, prior lawsuit documents, deed of trust, warranty deed, related documents in file for drafting Complaint for injunctive relief, to quiet title, release deed of trust, for breach of fiduciary duty, appointment of a receiver and other relief.	2.10	385.00	808.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
 I.D. 17809
 Re: General Business

October 14, 2014
 Statement
 Page 2

Date	Atty	Description	Hours	Rate	Amount
05/01/13	DP	Reviewed and edited summons and complaint, review of files and LLC documents, title report, deed of trust. Review Washington statute pertaining to fraudulent transfers, injunction, declaratory relief, quiet title and other relief. Correspondence with client regarding same. Drafted Lis Pendens.	3.80	385.00	1,463.00
05/03/13	DP	Reviewed and finalized summons, complaint, Lis Pendens. Conference with paralegal regarding service of process on defendants. Call to Kamal.	0.60	385.00	231.00
05/06/13	DP	Conference with paralegal, correspondence with Kamal regarding service of process in India, filing of summons and complaint and obtaining case number, etc.	0.20	385.00	77.00
05/10/13	DP	Review of affidavit of service.	0.10	385.00	38.50
07/17/13	DP	Review of status of service of process, calls from and to Kamal, call to attorney Jack Leininger, call to Kamal.	1.20	385.00	462.00
07/24/13	DP	Review of all files including LLC documents, correspondence, agreements of the parties, correspondence from attorney's, lawsuit documents, review docket of 2011 lawsuit, review of tax documents and exhibits to 2011 complaint, calls to Jack Lienenger, calls to and from Greg Haffner.	3.30	385.00	1,270.50
07/25/13	DP	Call from Jack Leininger, discussed issues in the prior lawsuit and in this case and the defendants allegation that Kamal wrote a check that was for a loan and not cashed, to pay for the last 50% interest in the LLC. And the argument that the January 8, 2011 check from Hargit Gill was forged and was not signed by her. Calls to and from Kamal regarding the foregoing, and regarding service of process, Haffner files, requests for documents from defendants and other work to prove the case.	1.60	385.00	616.00
07/26/13	DP	Call from and to Kamal regarding purported sale of LLC interest by defendants, information to be requested from defendants, meeting on Monday.	0.20	385.00	77.00
07/29/13	DP	Conference with Kamal and Ricky, review of files and documents, call to Vancouver process server, review all service of process, discuss and formulate strategy for obtaining all documents from defendants and finalizing service of process issues.	2.20	385.00	847.00
08/05/13	DP	Reviewed and edited affidavit of Gurdeep Singh regarding service of process on Harjit Kaur Gill. Drafted notice of hearing, motion for default, declaration of Danial D. Pharris, proposed order of default.	0.90	385.00	346.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 3

Date	Atty	Description	Hours	Rate	Amount
08/07/13	DP	Drafted motion, declaration and order for service by mail on Harbans Grewal, edited and drafted motion for default, drafted Gurdeep affidavit. Email with client regarding same.	2.00	385.00	770.00
08/12/13	DP	Drafted motion for order approving service by mail on Harbans Grewal, declaration in support, proposed order. Call from attorney for Jasbir Grewal and Harbans Grewals sister. Correspondence with court to strike motion for default after receipt of defendants answers and review of same.	1.70	0.00	No charge
08/15/13	DP	Reviewed and edited motion for service of process on Harbans Grewal by mail. Finalized all documents for filing with the court and service on Jack Leininger.	1.50	385.00	577.50
08/26/13	DP	Received and reviewed defendants opposition to motion to serve Harbans Grewal by mail, including Response, declarations of Harbans Grewal and Jasbir Grewal, drafted Plaintiffs Reply in support of motion for service by mail.	2.00	385.00	770.00
09/10/13	DP	Correspondence with client and process server regarding process on Sharma.	0.20	385.00	77.00
09/30/13	SVS	Review motion to dismiss, facts of case, and relevant law and analysis for preparing opposition.	0.80	285.00	228.00
10/02/13	SVS	Prepare opposition to motion to dismiss.	0.70	285.00	199.50
10/07/13	SVS	Preparation of opposition to motion to dismiss, including supporting documents.	2.60	285.00	741.00
10/08/13	SVS	Further preparation finalization of opposition to motion to dismiss.	0.80	285.00	228.00
10/08/13	DP	Reviewed and edited opposition to Chicago Title's motion to dismiss.	0.80	385.00	308.00
10/08/13	TTG	Final opposition and declaration/exhibits, draft declaration of service, efile, eworking copies to Judge, messenger and email copies to opposing counsel.	0.50	0.00	No charge
10/10/13	DP	Correspondence with court regarding Chicago Title motion to dismiss, hearing in court, received and reviewed Chicago Title reply in support of its motion to dismiss. Call to attorney. Correspondence with attorneys.	1.00	385.00	385.00
10/10/13	SVS	Conduct research on case law submitted by Chicago Title in support of reply.	0.30	285.00	85.50
10/10/13	TTG	Prepare hearing binder - motion to dismiss.	0.20	0.00	No charge
10/11/13	DP	Multiple email correspondence with Chicago Title attorney and court regarding agreement to strike hearing on Chicago Title motion to dismiss. Drafted agreed order. Correspondence with counsel	2.40	385.00	924.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 4		
Date	Atty	Description	Hours	Rate	Amount
10/16/13	DP	regarding same. Correspondence with client regarding foregoing and regarding possible settlement. Received and reviewed correspondence from King County Superior Court with court order. Correspondence with counsel for title company and counsel for defendants regarding same. Calls from and to attorney for title company.	1.40	385.00	539.00
10/24/13	DP	Correspondence with counsel for title company. (0.20) Calls from and to Kamal. (0.30)	0.50	385.00	192.50
10/31/13	TTG	Conference with Dan Pharris re service on Sharma; telephone call with Dye & Durham re service and email documents.	0.30	0.00	No charge
10/31/13	DP	Calls from and to Kamal and process servers.(0.50) Correspondence with Kam and process servers.(0.30)	0.80	385.00	308.00
11/01/13	TTG	Telephone call to Dyc and Durham re service. Exchange emails re same.	0.30	0.00	No charge
11/04/13	TTG	Exchange telephone calls with Dye & Durham re contact phone number and service for today.	0.20	0.00	No charge
11/19/13	DP	Drafted discovery requests including review of answer and affirmative defenses.	1.70	385.00	654.50
11/22/13	TTG	Draft motion, declaration, notice of hearing and order re service by mail on Satwinder Sharma; telephone call to Dye & Durham re affidavit of attempted service on Sharma.	0.80	135.00	108.00
12/09/13	DP	Call from Kam regarding service of process and transfer of title from Greenwood to Kent Valley.	0.20	385.00	77.00
12/10/13	SVS	Plan strategy regarding entry of order concerning trustee.	0.30	285.00	85.50
12/11/13	SVS	Further preparation of response brief regarding trustee.	1.20	285.00	342.00
12/11/13	DP	Reviewed and edited reply to Gill's objection to entry of agreed order with Chicago Title.	1.00	385.00	385.00
12/11/13	TJM	Conference with co-counsel regarding hearing on Friday.	0.10	250.00	25.00
12/12/13	DP	Conference call with title company attorney regarding motion to dismiss and proposed agreed order.(0.30) Call to attorney Leininger asking why he objects to the court order and to try to avoid the expense of a hearing.(0.10)	0.40	385.00	154.00
12/12/13	TJM	Reviewed file and order regarding the motion to dismiss. Reviewed entire file and prepared for the presentation of orders. Conference with co-counsel regarding the same. Phone conference with counsel for Title Company. Phone conference with counsel	2.30	250.00	575.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 5		
Date	Atty	Description	Hours	Rate	Amount
		for the defendants regarding the hearing.			
12/12/13	SVS	Further preparation of and planning for motion related to trustee.	0.40	285.00	114.00
12/12/13	TTG	Work on reply to Gill opposition to Chicago Title dismissal; file with the court, e-working copies to judge; prepare hearing binder and email/messenger reply docs to opposing counsel.	0.50	0.00	No charge
12/13/13	TJM	Preparation for hearing on agreed order. Traveled to and from Courthouse for hearing. Appeared and argued entry of the Order. Negotiations with opposing counsel's regarding entry of an agreed Order. E-mail correspondence regarding the outcome of the hearing.	2.90	250.00	725.00
12/16/13	DP	Review and edit discovery requests.(0.50) Correspondence with client regarding same.(0.10) Correspondence with attorneys regarding request for dismissal of Chicago Title.(0.20)	0.80	385.00	308.00
12/16/13	TJM	Conference with co-counsel regarding the outcome of the hearing to enter the Agreed Order. Conference with co-counsel regarding drafting discovery requests. Drafted Plaintiff's First Interrogatories and Requests for Production. Conference with co-counsel regarding edits to the first discovery requests. Revised first discovery requests. E-mail correspondence with co-counsel regarding the same.	3.80	250.00	950.00
12/17/13	TJM	E-mail correspondence with co-counsel regarding the discovery requests. Revised the discovery requests pursuant to client additions. Drafting the Motion to Serve by Mail.	2.00	250.00	500.00
12/18/13	TJM	Conference with co-counsel regarding the Motion to Serve by Mail. Reviewed and revised the motion to serve by mail.	1.30	250.00	325.00
12/18/13	TTG	Telephone call to Dye & Durham re: affidavit of attempted service on Sharma.	0.10	0.00	No charge
12/19/13	TJM	Reviewed, revised and finalized the draft Motions for Service by Mail on Gill and Sharma.	4.10	250.00	1,025.00
12/20/13	TJM	Conference with co-counsel regarding the Motion to Serve by mail, and edits to the motion.	0.50	250.00	125.00
12/23/13	DP	Reviewed and edited discovery requests to Gill and Grewal.(1.30) Call from Kam regarding same.(0.20) Correspondence from Kam.(0.10) Review and edit Requests for Admission to Gill.(0.70) Review and edit motions for service by mail on Gill and Sharma.(0.80)	3.10	385.00	1,193.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 6		
Date	Atty	Description	Hours	Rate	Amount
12/23/13	TJM	Reviewed and revised the Motion to Serve by Mail on Sharma per conference with co-counsel. Reviewed and revised the Motion to Serve by Mail on Gill per conference with co-counsel. Drafting the declarations for both motions, and the accompanying Orders. Conference with co-counsel regarding the motions, and additions or corrections. Drafting the Requests for Admissions on Gill. Conference with co-counsel regarding revisions to the Requests for Admissions.	3.50	250.00	875.00
12/23/13	TTG	Work on interrogatories/request for production to Gill and Grewal; final and email and messenger same to opposing counsel.	0.30	135.00	40.50
12/23/13	TTG	Exchange emails with Sabrina at Dye & Durham re affidavit of attempted service on Sharma.	0.20	0.00	No charge
12/24/13	TJM	Finalized the Requests for Admissions for service on opposing counsel.	0.30	250.00	75.00
12/24/13	TTG	Work on (2) motion for service by mail (Gill and Sharma); final 1st Requests for Admission to Gill serve on opposing counsel via email and legal messenger; emails to Sabrina at Dye & Durham and TJM re motion for service by mail.	0.60	0.00	No charge
12/26/13	DP	Review and edited motions for service by mail pertaining to Sharma and Gill.	2.10	385.00	808.50
12/26/13	TJM	Finalized the requests for admission for service. Call to process servers regarding the affidavit of attempted service. Conference with co-counsel regarding the motions to serve by mail.	0.40	250.00	100.00
12/26/13	TTG	Work on motion to serve Sharma by mail.	0.20	135.00	27.00
12/27/13	DP	Reviewed and edited motion for service by mail on Sharma, declaration of DDP in support, reviewed statutes, calls to British Columbia Canada attorneys, drafted proposed order on motion.(3.30) Reviewed and edited motion for service by mail on Gill, declaration of DDP in support, reviewed statutes, received return calls from British Columbia Canada attorneys, drafted proposed order on motion.(2.90)	6.20	385.00	2,387.00
12/27/13	TJM	Conference with co-counsel regarding the Motions for Service by Mail. Reviewed and revised the Motions. Drafting the Declarations of Counsel in support of the Motions. Drafting the Orders granting the motions. Finalized all documents for service.	4.70	250.00	1,175.00
12/27/13	TTG	Work on (2) motions to serve by mail (Sharma and Gill).	0.40	0.00	No charge
12/27/13	TTG	Work on (2) motions for service by mail; final and	0.50	0.00	No charge

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 7		
Date	Atty	Description	Hours	Rate	Amount
		file with the court; serve on opposing counsel via email.			
12/30/13	TTG	Serve (2) motion to serve by mail on opposing counsel via legal messenger; e-working copies to judge; draft declaration of service for both motions; file with the court and serve.	0.30	0.00	No charge
01/02/14	TJM	Follow up regarding the service of the motions and dates for Response and Reply.	0.10	275.00	27.50
01/03/14	DP	Received and reviewed Gill response to motions for service by mail.	0.30	395.00	118.50
01/03/14	TJM	Conference with co-counsel regarding the Response to the motion to serve by mail. Reviewed the response to prepare a response.	0.30	275.00	82.50
01/03/14	TTG	Email correspondence with Dye & Durham re affidavit of attempted service on Sharma.	0.20	0.00	No charge
01/06/14	DP	Received and reviewed Gill objections to motions for service of process by mail on Sharma and Gill.(0.40) Reviewed and edited replies in support of motions for service by mail on Sharma and Gill.(0.40)	0.80	395.00	316.00
01/06/14	TJM	Review the responses of Defendant Gill regarding the motion to serve by mail. Drafting the Replies to the Motions to Serve by Mail on Sharma and Gill. Conference with co-counsel regarding the replies, edits thereto, and additional evidence to be submitted. Revising the Replies pursuant to the Conference with co-counsel.	2.50	275.00	687.50
01/07/14	TJM	Finalize the Replies in support of the Motions to serve by mail, and the Declaration of Counsel. Conference with counsel regarding necessary changes to the motions. Drafting the Requests for Admissions to Jasbir and Harbans Grewal.	2.50	275.00	687.50
01/07/14	TTG	Work on replies to (2) motion to serve by mail; draft declaration of service; file with the court, e-working copies to judge and out for service on opposing counsel.	0.40	0.00	No charge
01/08/14	DP	Review and edit requests for admission to Harbans Grewal and to Jasbir Grewal.	0.50	395.00	197.50
01/08/14	TJM	Reviewed revised and finalized the draft Requests for Admissions. Reviewed file for other forms of discovery. Conference with co-counsel regarding the discovery requests and the motion for default.	2.00	275.00	550.00
01/08/14	TTG	Draft Motion for Default re Harbans Grewal; declaration of Danial D. Pharris; proposed order and notice of hearing.	0.60	0.00	No charge
01/09/14	TJM	Finalized the Requests for Admission to Harbans	1.40	275.00	385.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 8

Date	Atty	Description	Hours	Rate	Amount
		Grewal and Jasbir Grewal including all exhibits. Conference with co-counsel regarding the changes made.			
01/09/14	TTG	Work on motion for default documents; final and file with the court; and send out for service on opposing counsel.	0.30	0.00	No charge
01/14/14	DP	Correspondence with counsel for Chicago Title regarding dismissal of Chicago Title.(0.20) Received and reviewed and signed proposed order.(0.10) Further correspondence with counsel.(0.10)	0.40	395.00	158.00
01/14/14	TTG	Receive orders re service by mail on Sharma and Gill.	0.10	135.00	13.50
01/15/14	DP	Correspondence with client regarding orders for service by mail, motion for default.(0.10)	0.10	395.00	39.50
01/15/14	TJM	Checked the status of the discovery responses, and orders regarding service by mail.	0.20	275.00	55.00
01/16/14	TTG	Receive answer from Leininger; exchange emails with Judge Garratt's court re strike motion for default.	0.30	135.00	40.50
01/20/14	DP	Correspondence with Kamal regarding due dates for responses to written questions and demands for documents evidencing Grewal and Gill's claims and defenses in the lawsuit.	0.10	395.00	39.50
01/23/14	DP	Correspondence with Jack Leininger regarding deficiencies in discovery.(0.20) Correspondence with client regarding same.(0.10) Received and reviewed requests for admission and responses, forwarded to client.(0.20)	0.50	395.00	197.50
01/23/14	TJM	Reviewed the Responses to the Requests for Admissions, and the responses to discovery including the documentary evidence.	1.00	275.00	275.00
01/24/14	DP	Received and reviewed responses to discovery requests (interrogatories and requests for production) and documents produced.(1.20) Correspondence to Kam with copies.(0.10) Call to Kam.(0.10) Subsequent review of discovery requests and drafted letter to Jack Leininger with deficiencies.(3.80) Email to Jack regarding Monday CR 37 conference call.(0.10)	5.30	395.00	2,093.50
01/24/14	JEB	Prepare documents for production for Grewal and Gill by scanning, bates labeling and preparing hard copy for review; discuss same with T. Moore.	0.70	175.00	122.50
01/24/14	TJM	Conference with co-counsel regarding the discovery responses. Reviewed the discovery responses in preparation for drafting a letter to opposing party regarding deficiencies. Conference with co-counsel and client regarding the deficiencies in the discovery	2.00	275.00	550.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 9		
Date	Atty	Description	Hours	Rate	Amount
		produced, and the issues to be resolved in the discovery conference.			
01/27/14	DP	Review of Gill and Grewal discovery responses and prepare for conference call with Jack Leininger.(1.00) Conference call with Leininger.(0.50) Drafted letter to Leininger.(1.00)	2.50	395.00	987.50
01/27/14	TJM	Conference with co-counsel regarding the issues for the discovery conference. Participated in the discovery conference with opposing counsel regarding the deficient discovery answers. Work with co-counsel to prepare letter to opposing counsel with all issues raised during the conference, and all further discovery to be prepared.	2.00	275.00	550.00
01/28/14	DP	Review of documents produced by defendants.(1.00) Drafted letter to Jack Leininger.(1.00) Conference with counsel regarding names of handwriting experts.(0.20)	2.20	395.00	869.00
01/28/14	TJM	Conference with co-counsel to review and finalize the letter to opposing counsel regarding the discovery conference. Reviewed the documents forwarded by the opposing party to establish exactly what evidence we still needed from the opposing party. Reviewed the title report and title documents to determine the status of title to the property.	1.00	275.00	275.00
02/04/14	DP	Telephone calls to several handwriting experts, return call from Hannah Mc Farland.(0.70) Correspondence to Kam regarding same.(0.20)	0.90	395.00	355.50
02/04/14	TJM	Drafting Second Requests for Admissions, and follow up Requests for Production.	0.90	275.00	247.50
02/05/14	DP	Telephone call with handwriting expert David Sterling.	0.30	395.00	118.50
02/05/14	TTG	Research discovery documents for signature exemplars of parties to this lawsuit.	0.50	0.00	No charge
02/06/14	TJM	Reviewed the additional discovery responses regarding the payments. Mapped the path of wire transfers asserted by Grewal.	0.90	275.00	247.50
02/06/14	DP	Correspondence with Kam regarding handwriting expert and witnesses.(0.20)	0.20	395.00	79.00
02/07/14	DP	Correspondence with client regarding the supplemental responses to the discovery requests.(0.20) Conference with counsel who have used one or more of the handwriting experts referred to Dan Pharris.(0.80)	1.00	395.00	395.00
02/07/14	AG	Conferences on locating and evaluating handwriting experts; search and analysis of respective	0.80	435.00	348.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 10		
Date	Atty	Description	Hours	Rate	Amount
		qualifications, ideas for follow up investigations and questioning[.8]			
02/10/14	TJM	Reviewing the discovery responses with co-counsel. Determined what additional information is needed. Reviewed file for original documents for use by handwriting expert. E-mail correspondence regarding the handwriting expert.	1.70	275.00	467.50
02/11/14	TJM	E-mail correspondence regarding service upon Sharma. Review file for original documents. Drafting subpoena to John Meenk.	1.20	0.00	No charge
02/11/14	DP	Call with client regarding status of case and needed items, action steps.(0.40)	0.40	395.00	158.00
02/11/14	TTG	Exchange emails with Dan Pharris re service on the Sharmas and all parties.	0.10	0.00	No charge
02/12/14	TJM	Reviewed the proposed Subpoena Duces Tecum to Attorney Meenk.	0.20	0.00	No charge
02/13/14	TJM	Conference with co-counsel regarding moving forward with discovery, the handwriting expert, and the potential motion to compel.	1.80	0.00	No charge
02/13/14	DP	Telephone call with handwriting expert Nishimura.(0.40) Began preparation of package of documents for him.(0.20) Began draft of letter to attorney Leininger detailing deficiencies in discovery responses.(1.00)	1.60	395.00	632.00
02/14/14	TJM	Drafting the discovery letter to opposing counsel regarding the failures of the supplemental answers. Reviewed the documentation on hand and drafted memo to the handwriting expert.	4.00	275.00	1,100.00
02/18/14	DP	Reviewed and edited memo to handwriting expert.(0.80) Correspondence with client regarding same.(0.20) Received and reviewed related correspondence from client from last week.(0.10) Correspondence with handwriting expert and client.(0.70)	1.80	395.00	711.00
02/18/14	TJM	Conference with co-counsel regarding the submission to the expert and the discovery letter. Reviewed and revised the memo to the expert, and determined which documents have a verified signature. Drafting the cover e-mail to the expert regarding the memo, and what documents need to be reviewed. Conference with co-counsel regarding the memo and revising the draft e-mail.	4.10	275.00	1,127.50
02/19/14	TJM	Drafting additional Subpoenas and discovery requests regarding the bank accounts, and subpoena to Attorney Meenk. Reviewed the documents already	1.40	275.00	385.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 11		
Date	Atty	Description	Hours	Rate	Amount
		produced to determine what other documents may exist.			
02/20/14	DP	Calls to David Sterling, document and handwriting expert.(0.20)	0.20	395.00	79.00
02/20/14	TJM	Reviewed and revised notice of intent to issue subpoena.	0.20	0.00	No charge
02/21/14	DP	Review of documents produced by Grewal and Gill and reviewed and edited letter to Jack Leininger listing deficiencies in documents not produced and failure to provide explanations requested.(1.20) Meeting with Kam and Ricky.(2.50)	3.70	395.00	1,461.50
02/21/14	TJM	Conference with co-counsel regarding the discovery responses, and the issues regarding the supplemental responses. Drafting the letter to opposing counsel regarding the discovery responses, and the issues that need to be addressed. Conference with co-counsel regarding the same.	2.10	275.00	577.50
02/24/14	DP	Review of documents, edit letter to Jack Leininger.(4.50) Email correspondence and call with Leininger regarding scheduling a CR 37 conference.(0.30) Telephone call from Timothy Nishimura (handwriting expert) and correspondence.(0.30)	5.10	395.00	2,014.50
02/25/14	TTG	Work on document chronology.	0.50	135.00	67.50
02/26/14	DP	Preparation for CR 37 conference with Jack Leininger.(0.20) Telephone conference requesting additional and detailed information from Gill and Grewal.(1.00)	1.20	395.00	474.00
02/26/14	TTG	Work on document chronology.	0.30	135.00	40.50
02/27/14	TTG	Work on document chronology.	0.30	135.00	40.50
02/27/14	DP	Correspondence with Leininger regarding demand for supplemental responses to our discovery requests and his promise to respond by the 4th or we will file a motion with the court.	0.20	395.00	79.00
02/28/14	TTG	Complete document chronology.	2.10	135.00	283.50
03/03/14	DP	Began drafting Plaintiff's Disclosure of Primary Witnesses (0.50) Call to handwriting expert David Sterling.(0.10) Received and reviewed Grewal and Gill disclosure of possible primary witnesses.(0.30) Receive and review Gill and Grewal second supplemental responses to discovery requests.(0.80)	1.70	395.00	671.50
03/03/14	TTG	Draft disclosure of possible primary witnesses.	0.30	0.00	No charge
03/04/14	DP	Drafted Plaintiff's Disclosures of Possible Primary Witnesses. (3.70) Calls to handwriting expert David Sterling.(0.10) Correspondence to attorney for	3.90	395.00	1,540.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 12		
Date	Atty	Description	Hours	Rate	Amount
		defendants.(0.10)			
03/04/14	TTG	Work on disclosure of primary witnesses; final and messenger to opposing counsel.	0.10	0.00	No charge
03/06/14	DP	Call to handwriting expert Timothy Nishimura regarding his work and witness disclosures.(0.30) Call to David Sterling, possible expert witness.(0.30) Review of documents to provide as documents in question and exemplars for review by handwriting experts.(1.20)	1.80	395.00	711.00
03/10/14	TJM	Revising the Memo concerning documents to be given to the potential handwriting expert. Drafting the letter to David Sterling regarding the documents.	2.50	275.00	687.50
03/11/14	TJM	Reviewed and revised the letter to David Sterling. Reviewed, revised and finalized the redraft of the memo regarding the documents in our possession.	2.30	275.00	632.50
03/12/14	TJM	Finalized draft Letter and memo. Conference with co-counsel regarding the same.	0.30	0.00	No charge
03/17/14	DP	Reviewed and edited letter to handwriting expert David Sterling and memo to David Sterling.	1.50	395.00	592.50
03/17/14	AG	Conference on handwriting experts inquiries,contract language and issues with explanation for check	0.20	435.00	87.00
03/17/14	TJM	Phone conference with co-counsel regarding the status of the letter to expert.	0.10	0.00	No charge
03/18/14	TJM	Reviewed revised and finalized the draft letter to the experts. Revised and finalized the draft memo. Conference with co-counsel regarding the same, and the finalization of the memo. Organized all documents for the memo to the experts.	3.80	0.00	No charge
03/18/14	DP	Telephone calls with Kam.(0.30) Finalized letters and email correspondence and memos to handwriting experts.(1.20) Reviewed and edited motion for default against Sharma.(0.20)	1.70	395.00	671.50
03/19/14	TJM	Reviewed file and discovery requests for additional information needed to take the case to trial.	0.80	275.00	220.00
03/20/14	DP	Conference with Kam, review of documents, second supplemental responses from Gill and Grewal, case schedule, complaint, related items for background facts pertaining to Kam, his relationship with Harbans, Gill, all transactions including with the state of Washington and pertaining to construction.	7.00	395.00	2,765.00
03/20/14	TTG	Prepare copies of discovery responses; letter to opposing counsel, (2) letters with memos to handwriting experts; and motion for default docs. (n/c)	0.20	0.00	No charge
03/22/14	DP	Call from Kam regarding police investigation report	0.20	395.00	79.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 13		
Date	Atty	Description	Hours	Rate	Amount
03/23/14	DP	from India and signed statement from Harjit Gill. Research U.S. attorneys with offices in Punjab state.(0.80) Received and reviewed email correspondence from Kam with translation of Harjit Gill statement.(0.20) Outline action items for case.(0.50). Begin drafting second set of Request for Admissions.(0.30). Began drafting motion to compel responses to discovery requests.(0.40)	2.20	395.00	869.00
03/25/14	DP	Received and reviewed email correspondence from Jack Leininger with Sharma answer to complaint (0.20), subsequent correspondence with Kamal and Leininger.(0.20) Email correspondence with expert witness regarding Harbans Grewal signatures and review of some of those documents to answer his question.(0.30)	0.70	395.00	276.50
03/28/14	DP	Correspondence with client regarding India investigation of Harjit and possible use of Indian judgment.	0.10	395.00	39.50
03/30/14	DP	Drafted trial brief(1.50), review of notes from meeting with Kam (0.50), began preparation of motion to compel discovery and for sanctions.(1.50)	3.50	395.00	1,382.50
03/31/14	DP	Drafted motion to compel responses to discovery requests.(3.50) Further review of defendants responses to discovery and drafting of motion and proposed court order compelling discovery.(2.00) Call from Jack Leininger regarding answer to counter-claim.(0.10) Calls to several different Indian attorneys regarding the effect of the judgment rendered in India against Gill.(0.30)	5.90	395.00	2,330.50
04/01/14	DP	Email correspondence with client regarding effectiveness of judgment in India for use in Washington State courts.(0.20) Drafted motion to compel discovery.(2.80)	3.00	395.00	1,185.00
04/02/14	DP	Call from Taranjeet Kaur Buttar.(0.30) Call to Kam.(0.30) Drafted letter to Taranjeet.(0.20). Research regarding signatories to the Hague Convention including United States and India.(1.50) Research regarding Washington Uniform Foreign Country Money Judgments Recognition Act and applicability to Kam's case.(1.80) Calls from and to handwriting expert Timothy Nishimura regarding conclusions pertaining to handwriting analysis.(0.30)	4.10	395.00	1,619.50
04/02/14	TTG	Final letter to Taranjeet Buttar; fax to Ms. Buttar with Indian judgment; email to client re same.	0.10	0.00	No charge
04/03/14	DP	Call from Kam regarding Harjit Gill's return to the US and possible settlement.(0.20) Subsequent	2.60	395.00	1,027.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 14		
Date	Atty	Description	Hours	Rate	Amount
		telephone conversation with Kam regarding settlement and deposition of Harjit Gill.(0.20) Drafted declaration of Taranjeet Haur Buttar and declaration of Indian attorney in the state of Punjab, India in support of motion to enforce foreign judgment and in conjunction with requirements of RCW 6.40A.(2,20)			
04/03/14	DP	Drafted plaintiffs answer and affirmative defenses to defendant Gill's counterclaims.	1.00	395.00	395.00
04/04/14	TTG	Draft notice of deposition for Harjit Kaur Gill; serve on opposing counsel.	0.20	135.00	27.00
04/04/14	DP	Correspondence with Kam regarding deposition of Harjit Kaur Gill.(0.10) Conference with paralegal regarding same.(0.10) Calls from and to Jack Leiningher regarding deposition and answer to Gill's counterclaims.(0.20)	0.40	395.00	158.00
04/07/14	DP	Drafted answer and affirmative defenses to Harjit Kaur Gill's counterclaims, reviewed and edited document.(1,00) Call from Jack Leiningher regarding deposition.(0.10)	1.10	395.00	434.50
04/08/14	AG	Conference on deposition tactics and arguments.	0.20	435.00	87.00
04/08/14	DP	Call from Jack Leiningher regarding request to reschedule Gill deposition.(0.10) Email correspondence to Jack denying request.(0.20) Nine phone calls with Kam and Jack.(0.90) Began drafting stipulation and order.(1.50)	2.70	395.00	1,066.50
04/08/14	TJM	Research and obtained specific case law at co-counsel's request.	0.70	275.00	192.50
04/08/14	TTG	Exchange emails with court reporter re deposition for 4/11. Draft first interrogatories and requests for production to Satwinder Sharma.	0.40	0.00	No charge
04/09/14	AG	Revisions to stipulation and conferences on stipulation,foreign judgment enforcement,depositions,merits,opposition to motion for delay and summary judgments[2.1]	2.10	435.00	913.50
04/09/14	DP	Reviewed and edited stipulation and agreed order regarding discovery, depositions, related issues.(2.00) Email correspondence with Jack Leiningher regarding foregoing.(0.30) Calls from and to Jack to negotiate form of stipulation and order.(0.80) Received and reviewed defendant Harjit Gill's motion to shorten time and to reschedule Gill deposition, declaration of Leiningher in support of motion to shorten time and to reschedule Gill deposition, motion for continuance and declaration subjoined, proposed order.(0.80) Call to Kam, received and reviewed Gill statement to	6.80	395.00	2,686.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 15		
Date	Atty	Description	Hours	Rate	Amount
		police.(0.20) Drafted Plaintiffs Opposition, Declaration of Danial Pharris in Opposition, and proposed order.(2.60) Subsequent calls from and to Leininger.(0.30)			
04/09/14	TJM	Reviewed the requirements for an Order Shortening time under LCR 7. Conference with co-counsel regarding the same.	0.40	275.00	110.00
04/09/14	TTG	Exchange emails with judge's bailiff re sjm dates.	0.20	135.00	27.00
04/09/14	TTG	Work on opposition documents; final, file with the court, working copies to judge, email copies to judge and opposing counsel.	0.30	135.00	40.50
04/10/14	AG	Conferences on facts,stipulation,evidence,different grounds for partial summary judgment and discovery inquiries.	0.40	435.00	174.00
04/10/14	DP	Received and reviewed court order shortening time for telephonic hearing on Friday morning.(0.10) Email correspondence to Jack L. regarding same.(0.10) Review and edit stipulation and order.(1.50) Email correspondence from and to Jack Leininger regarding same.(0.50) Telephone calls with Jack.(0.40) Further edit and email of the agreement to Jack L. (0.20) Review of court rules regarding documents that are in a party's "possession, custody and control."(0.30) Email correspondence with court with request for entry of stipulation and order.(0.20) Email copies of stipulation, order, to client.(0.20) Calls to four companies that offer translation services.(0.40) Email correspondence with same.(0.30) Call to Taranjeet.(0.10)	4.30	395.00	1,698.50
04/10/14	TJM	Conference with co-counsel regarding order stipulated to depositions.	0.10	275.00	27.50
04/10/14	TTG	Draft (3) notices of deposition; final and send out for service; email to court reporter.	0.50	135.00	67.50
04/11/14	DP	Correspondence with court regarding signed and entered stipulation and order.(0.10) Received and reviewed motion for default, motion to continue trial, discovery requests.(0.20)	0.30	395.00	118.50
04/11/14	TTG	Research re Punjabi speaking interpreters certified/registered in King County.	0.30	0.00	No charge
04/14/14	DP	Reviewed, edited and finalized plaintiffs answer, affirmative defenses to Harjit Kaur Gill's counterclaims. (0.80) drafted interrogatories and request for production to defendant Sharma (1.90) drafted letter to Jack regarding foregoing. (0.10)	2.80	395.00	1,106.00
04/15/14	DP	Received and reviewed email correspondence from	2.10	395.00	829.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 16

Date	Atty	Description	Hours	Rate	Amount
		client regarding additional capital contributions for payment of real property taxes.(0.10) Review of LLC agreement.(0.80) Email to and from Kam regarding payment of taxes, loan to LLC.(0.30) Email to Jack Leininger regarding payment of taxes and cleanup on Kent Apartments property.(0.30) Email from Jack Leininger to court striking motion for default to answer Gill counterclaims.(0.10) Calls and email to and from court regarding trial date. Review of defendants motion to move trial date to the 18th.(0.40) Drafted response.(0.10)			
04/16/14	DP	Drafted declaration for Indian attorney in conjunction with further review of Harjit's statements, the judgments and the Washington statute enforcing foreign judgments.(0.70) Drafted declaration for Taranjeet Buttar in conjunction with drafting declaration for Indian attorney(0.70) Call to Taranjeet regarding same.(0.20) Email correspondence with Kam.(0.80)	2.40	395.00	948.00
04/16/14	TTG	Telephone call to court re answer; e-file answer with the court.	0.20	135.00	27.00
04/16/14	TTG	Final plaintiff's response to defendant's motion to continue trial date; file with the court, working copies to judge; serve opposing counsel.	0.10	135.00	13.50
04/18/14	DP	Email correspondence with court and client regarding reserving June 27 for summary judgment dates.(0.40) Received and reviewed additional discovery responses from defendants.(0.50) Email correspondence with client regarding same.(0.20) Email correspondence with Jack Leininger regarding property clean up and taxes and deposition dates. (0.20)	1.30	395.00	513.50
04/18/14	TTG	Receive discovery responses, and email to client.	0.10	0.00	No charge
04/27/14	DP	Review of files and documents pertaining to discovery requests submitted by Gill and Grewal and pertaining to our motion for summary judgment to dismiss claims that Harminder and Kam breached the Addendum to Purchase and Sale Agreement by failing to perform their obligations as contained in that Addendum.(2.30) Email correspondence to Kam regarding same.(0.40)	2.70	395.00	1,066.50
04/28/14	DP	Review of report of Nishimura, drafted Plaintiff's possible disclosure of additional witnesses.	0.70	395.00	276.50
04/29/14	TTG	Work on depositions for May 2014 (3).	0.20	135.00	27.00
05/02/14	DP	Calls to and from translators for deposition.(0.30) Email correspondence with Jack Leininger regarding	0.50	395.00	197.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 17		
Date	Atty	Description	Hours	Rate	Amount
05/07/14	DP	depositions and email to client regarding same.(0.20) Review of stipulation violated by Gill and Grewal.(0.30) Call to Kam regarding how to proceed with scheduling.(0.10) Call to Jack Leininger.(0.10) Drafted First Amended Stipulation.(0.80) Email correspondence with Leininger regarding same.(0.70) Email correspondence with Kam.(0.10) Email correspondence with Leininger regarding interrogatories and requests for production.(0.20)	2.30	395.00	908.50
05/08/14	TJM	Conference with co-counsel regarding the status of handwriting expert and additional documents to be analyzed.	0.50	275.00	137.50
05/09/14	DP	Review of memo from Tim Nishimura regarding handwriting analysis, made notes to memo, forwarded to him with request for additional work.(1.50)	1.50	395.00	592.50
05/11/14	DP	Review of email correspondence with Leininger, stipulation and order, drafted motion to compel compliance with court order (1.60) Drafted declaration of DDP in support of motion to compel compliance.(1.00) Drafted proposed order on motion.(0.30)	2.90	395.00	1,145.50
05/12/14	TTG	Draft hearing notice; work on motion to compel compliance.	0.20	135.00	27.00
05/12/14	DP	Drafted plaintiffs motion to compel compliance with court order (2.60), declaration of DDP(1.50), proposed court order(0.80). Call from Jack Leininger.(0.30) Email correspondence with Leininger and the court pertaining to scheduling summary judgment hearings.(0.30)	5.50	395.00	2,172.50
05/13/14	DP	Review and edit, finalize motion, declaration and order in support of motion to compel compliance with April 11, 2014 court order.(2.60) Meeting with Kam and Harminder, review of discovery requests.(2.50)	5.10	395.00	2,014.50
05/14/14	DP	Review of letter from Indian attorney(0.10), review of Gill discovery requests and begin answers(1.80), email correspondence from Kam with documents, review of documents, email to Kam regarding documents for production failed to scan,(0.40), telephone call with Kam regarding foregoing.(0.10)	2.40	395.00	948.00
05/15/14	DP	Review of documents and drafted discovery responses.(1.60) Received and reviewed declaration from Indian attorney pertaining to motion for summary judgment.(0.40)	2.00	395.00	790.00
05/15/14	TTG	Draft second interrogatories and requests for	0.30	135.00	40.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 18		
Date	Atty	Description	Hours	Rate	Amount
		production to Harjit Kaur Gill.			
05/16/14	TTG	Received responses to First Interrogatories and Requests for Production to Satwinder Sharma.	0.10	135.00	13.50
05/19/14	DP	Calls to and from translator for Sharma deposition.(0.30) Received and reviewed Sharma discovery responses and email from Leininger with additional documents in response.(0.80) Received and reviewed defendants opposition to motion to compel compliance with April 11, 2014 court order including Leininger declaration and attached exhibits.(1.00) Calls to and from Kam regarding foregoing.(0.40) Drafted declaration of Kamaljit Singh in support of motion to compel compliance with court order and plaintiffs Reply in support of the motion.(2.70)	5.20	395.00	2,054.00
05/19/14	TTG	Exchange emails with court reporter re deposition of Sharma on 5/21.	0.10	135.00	13.50
05/20/14	TTG	Edit Singh declaration re motion to compel compliance; draft declaration of service; final reply documents, e-file with the court, e-working copies to judge and service opposing counsel.	0.40	135.00	54.00
05/21/14	DP	Preparation for deposition of Satwinder Sharma including review of documents for exhibits to deposition, review of fraudulent transfer statute, and outline of questions.(2.70) Attend deposition of Satwinder Sharma.(3.00) Conference with Kam.(0.20)	5.90	395.00	2,330.50
05/21/14	TTG	Work on discovery documents produced by Satwinder Sharma; bates number same.	0.20	135.00	27.00
05/22/14	DP	Review of declarations and legal authorities for motion for summary judgment.(0.80) Conference with counsel regarding preparation for motion for summary judgment.(0.20)	1.00	395.00	395.00
05/22/14	TJM	Drafting the partial motion for summary judgment, including additional research into claim preclusion and the Uniform Foreign Judgments statute.	3.80	275.00	1,045.00
05/23/14	TJM	Drafting the Motion for Partial Summary Judgment enforcing the Indian Judgment. Legal research regarding the use of Indian judgments in the American legal system, and the use of the Uniform Money Judgments Act.	5.10	275.00	1,402.50
05/27/14	DP	Calls to and from Kam regarding declaration from Indian attorney, declaration from Indian attorney licensed to practice law in Washington, and regarding status and strategy in the case.(0.30) Review of file regarding Leininger email stating they will pursue the	0.50	395.00	197.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 19		
Date	Atty	Description	Hours	Rate	Amount
		loan issue in India.(0.20)			
05/27/14	AG	Conferences on analysis and grounds for summary judgment motion[.6]	0.60	435.00	261.00
05/27/14	TJM	Reviewed, revised and finalized the Draft Motion for Summary Judgment. Drafting motion with those issues included.	4.70	275.00	1,292.50
05/27/14	TTG	Receive Charanjit Singh Declaration; draft cover page, ready for filing with the court.	0.10	135.00	13.50
05/28/14	DP	Telephone calls with Kam.(0.50) Drafted motion for summary judgment (2.10) Drafted declaration of Kam.(1.60)	4.20	395.00	1,659.00
05/28/14	TJM	Drafting the motion to dismiss, Declaration of Singh, and Order Dismissing.	5.30	0.00	No charge
05/29/14	DP	Drafted declaration of Anu and Kamal.(2.40) Email correspondence with Kamal.(0.20) Telephone calls with Kam.(0.50) Drafted motion for partial summary judgment.(3.50) Review of relevant court decisions.(1.20) Received and reviewed court order to compel compliance with April 11 order, email to Kam.(0.20)	8.00	395.00	3,160.00
05/29/14	TJM	Reviewed and revised the Draft Declaration of Client, and Order on Motion. Conference with co-counsel redrafting and restructuring the motion. Additional research regarding the Bophal case, and drafted an additional section of the brief. Finalized declaration and forwarded to client for review.	10.20	0.00	No charge
05/30/14	DP	Reviewed and edited motion for partial summary judgment.(1.40) Reviewed and edited proposed order on motion.(0.90) Reviewed and edited declarations of Kamal and Anu.(1.30) Reviewed supplemental amendment to witness list.(0.30) Calls to and from Kam.(0.30) Email copy of court order on motion to compel to Leininger.(0.10)	4.30	395.00	1,698.50
05/30/14	TJM	Drafting the additional disclosure of witnesses. Reviewed and revised the draft order. Conference with co-counsel regarding the finalization of the motion and other factual issues in the motion. Pulled cases and citations for the appendix of foreign authorities. Finalized the declaration of Singh. E-mail correspondence regarding declaration from Indian attorney.	2.20	275.00	605.00
05/30/14	TTG	Telephone call to Anu Peshawaria's office re her declaration; email exchange re same; final Peshawaria declaration; draft declaration of service; e-file Plaintiff's Motion for Partial Summary Judgment; working copy binder to Judge Garratt;	0.40	135.00	54.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 20		
Date	Atty	Description	Hours	Rate	Amount
		serve plaintiff with motion documents and plaintiff's supplemental disclosure of possible additional witnesses.			
06/02/14	DP	Email to Jack Leininger regarding depositions.(0.10) Email to Kam.(0.10) Email to court reporter regarding Sharma deposition transcript.(0.10)	0.30	395.00	118.50
06/03/14	DP	Research right to jury trial.(1.00)	1.00	395.00	395.00
06/03/14	TTG	Draft notice of unavailability, final, file with the court and serve on opposing counsel; prepare hearing binder for plaintiff's partial summary judgment motion.	0.40	0.00	No charge
06/04/14	DP	Email correspondence with Leininger regarding deposition dates on the 18th and 19th. (0.50)	0.50	395.00	197.50
06/04/14	TTG	Email to court reporter re depositions on 6/18 and 6/19.	0.10	135.00	13.50
06/04/14	TJM	Conference with co-counsel regarding the Motion for Summary Judgment and strategy for response and reply.	0.10	0.00	No charge
06/06/14	DP	Review of court order and filings pertaining to Jasbir Grewal deposition.(0.20) Call to Kam regarding Jasbir deposition next week and discovery.(0.10) Email to Jack Leininger regarding Jasbir Grewal deposition.(0.10) Email to Leininger regarding mediation schedule.(0.10)	0.50	395.00	197.50
06/06/14	AG	Conference on claims, discovery and possible tactical motion to judge.	0.30	435.00	130.50
06/10/14	DP	Email correspondence with the judge's clerk regarding partial summary judgment hearing on July 18. (0.20) Drafted notice of hearing, motion for order pertaining to defendants continuing non-compliance with court orders, declaration of Daniah D. Pharris in support, court order.(2.30)	2.50	395.00	987.50
06/11/14	DP	Drafted motion, declaration and order regarding defendants continuing refusal to comply with the court orders of April 11 and May 22.(2.40)	2.40	395.00	948.00
06/11/14	TTG	Draft declaration of Daniah Pharris re motion for continuing non-compliance with court orders; draft notice of hearing and declaration of service; final motion documents and file with the court; e-working copies to Judge Garratt and serve opposing counsel.	0.50	135.00	67.50
06/12/14	TJM	Phone correspondence from co-counsel regarding Motion for Summary Judgment to quiet title. Drafting the motion for summary judgment.	2.60	275.00	715.00
06/13/14	DP	Telephone calls with Kam.	0.30	395.00	118.50
06/13/14	TJM	Drafting the motion for partial summary judgment to release the deed of trust.	1.30	275.00	357.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 21		
Date	Atty	Description	Hours	Rate	Amount
06/14/14	DP	Calls to interpreters.(0.20) Review and edit responses to defendants discovery requests, interrogatory questions and requests for production of documents.(2.70)	2.90	395.00	1,145.50
06/15/14	DP	Review and edit responses to discovery requests.	2.30	395.00	908.50
06/16/14	DP	Reviewed and edited responses to defendants discovery requests.(3.40) Calls to interpreters.(0.30) Received and reviewed defendants opposition to plaintiffs motion for partial summary judgment including 14 declarations/affidavits and opposition brief.(3.40) Telephone call to handwriting expert regarding his report and to answer several of his questions.(0.30)	7.10	395.00	2,804.50
06/16/14	TJM	Reviewed the deposition transcript of Satwinder Sharma. Incorporated testimony into the Motion for Partial Summary Judgment. Drafting the Motion for Partial Summary judgment.	4.00	275.00	1,100.00
06/17/14	DP	Calls to interpreters.(0.20) Call to Kam.(0.20) Email with court reporter and Leininger regarding when we are going to start Harjit deposition tomorrow.(0.20) Review of documents and preparation for deposition, prepare exhibits, select documents for our discovery responses.(6.40)	7.00	395.00	2,765.00
06/17/14	TJM	Reviewed the response to the Motion for Summary Judgment and Affidavits. Conference with co-counsel regarding the motion and how to move forward with separate partial summary judgment motion.	0.80	0.00	No charge
06/18/14	DP	Preparation for deposition of Harjit Gill.(1.50) Conference with Kam regarding depositions and discovery.(3.30) Calls to interpreters.(0.60) Deposition of Harjit Gill.(3.70) Conference with Kam regarding same.(0.50)	9.60	395.00	3,792.00
06/18/14	TJM	Reviewed file and pulled information. Conference regarding documentation for deposition. Correspondence regarding name spellings for the deposition transcript.	1.70	0.00	No charge
06/19/14	DP	Preparation for depositions.(1.00) Conduct depositions of Jasbir Grewal and Harjit Gill. (6.50) Conferences with Kam.(0.50)	8.00	395.00	3,160.00
06/19/14	TJM	Conference with co-counsel regarding the Deposition and additional actions moving forward. Reviewed file and collected information to strike jury demand.	0.60	275.00	165.00
06/23/14	DP	Received and reviewed deposition transcript of Harjit Gill.(2.30) Drafted Reply in Support of Motion for summary judgment.(2.20) Drafted declaration of	5.60	395.00	2,212.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 22		
Date	Atty	Description	Hours	Rate	Amount
		DDP.(0.50) Drafted declaration of Kamaljit Singh.(0.30) Calls to and from Kamal.(0.30)			
06/23/14	TJM	Pulling cases regarding the Equitable nature of claims for Motion to Strike the jury demand.	0.30	275.00	82.50
06/24/14	DP	Work on discovery responses.(2.80) Email from Kam with pictures for discovery.(0.20)	3.00	395.00	1,185.00
06/25/14	AG	Conference on latest developments on foreign judgment enforcement and trial proofs.[.2]	0.20	435.00	87.00
06/25/14	DP	Conference with Kam and Harminder regarding discovery, depositions.(3.50) Email from Sabir.(0.10) Email to court striking summary judgment hearing and with Jack regarding defendants motion for CR 56(g) request for attorneys fees.(0.30)	3.90	395.00	1,540.50
06/26/14	DP	Work on responses to discovery requests.(1.80) Received and reviewed declaration of Charanjit Singh.(0.60) Email with Kam regarding additional edits needed.(0.20)	2.60	395.00	1,027.00
06/27/14	DP	Began response to defendants motion for costs and attorneys fees against Kam pursuant to CR 56(g).(2.10) Received and reviewed additional discovery documents from client.(0.30) Review of discovery for production to defendants on Monday.(0.80) Email with court reporter regarding scheduling deposition for Harbans.(0.10)	3.30	395.00	1,303.50
06/28/14	DP	Received and reviewed Jasbir Grewal deposition.(1.20) Email to Kam.(0.10)	1.30	395.00	513.50
06/29/14	DP	Reviewed LLC statute.(0.60) Legal research regarding right to trial by jury.(1.50) Drafted motion to strike jury demand.(3.70) Draft facts for trial brief.(1.80) Draft opposition to defendants motion for CR 56(g) request for award of costs and attorneys fees against Kamaljit Singh.(1.60).	8.60	395.00	3,397.00
06/30/14	TJM	Pulling cases regarding the equitable nature of claims.	0.70	275.00	192.50
06/30/14	DP	Prepare for deposition of Harbans. (1.00) Attend deposition.(7.80) Complete discovery requests.(0.50) Conferences with clients.(1.00)	10.30	395.00	4,068.50
07/01/14	TJM	Drafting the Motion to Strike Jury Demand. Pulling the cases regarding the equitable nature of specific claims.	0.90	275.00	247.50
07/01/14	DP	Travel to Kent for depositions.(0.70) Conferences with clients, attend deposition of Harminder. (7.00) Return to Seattle (0.70)	8.40	395.00	3,318.00
07/02/14	DP	Receive and review Grewal reply in support of motion for 56(g) attorneys fees.(0.20) Email with	0.60	395.00	237.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 23		
Date	Atty	Description	Hours	Rate	Amount
		Leininger and prospective mediators to meet court required mediation schedule.(0.40)			
07/02/14	TJM	Trial preparation.	0.40	275.00	110.00
07/02/14	AG	Conference on facts,claims and arguments for denial or narrowing of relief for jury trial.	0.70	435.00	304.50
07/03/14	DP	Travel to Kent for depositions.(0.80) Attend depositions and conferences with clients.(5.00) Additional time on calls with clients, conferring with court reporter regarding exhibits,providing passport documents to attorney Leininger and obtaining copies.(1.50) Return to Seattle.(0.80)	8.10	395.00	3,199.50
07/03/14	TJM	E-mail correspondence with co-counsel regarding the status of trial prep.	0.20	275.00	55.00
07/04/14	DP	Email to mediator to schedule mediation.(0.10)	0.10	395.00	39.50
07/05/14	DP	Legal research regarding motion to strike jury demand.(1.70) Review of pleadings and begin draft of preparation of argument and motion.	2.30	395.00	908.50
07/07/14	TTG	Email correspondence with Marygrace at JDR re: 7/23 mediation; telephone call to Flygare Court Reporters re: transcripts of Harminder Kaur and Kamaljit Singh depositions.	0.30	0.00	No charge
07/07/14	TJM	Correspondence from co-counsel regarding work to be done on the file. Reviewed file and collected all documents produced. Pulled and compared the Operating Agreements for Kent Valley Apt, LLC produced. Began drafting the ER 904 and Witness and Exhibit List.	4.00	275.00	1,100.00
07/08/14	AG	Review and analysis of legal authorities on right to trial by jury[.9]	0.90	0.00	No charge
07/08/14	TTG	Telephone call with Judy Robinson, court reporter, re: Kamaljit Sing deposition transcript; email to Ms. Robinson re: same. Conference with Tyler Moore re: transcript (n/c). Email copy of Harminder Kaur deposition transcript to Dan Pharris and client. Telephone call/email correspondence to Leslee Untai re Harbans Grewal deposition transcript.	0.40	135.00	54.00
07/08/14	TJM	E-mail correspondence regarding the mediation fees and fee split. E-mail correspondence with co-counsel regarding creating pressure to agree to mediation and fee split. Organizing documents for the Witness and Exhibit List.	1.70	275.00	467.50
07/09/14	TTG	Exchange emails with Marygrace at JDR re mediation; conference with Tyler Moore re mediation/fee (n/c); draft letter to JDR and deliver to JDR with mediation fee check; receive transcript of	0.40	135.00	54.00

Lasher Holzapfel Sperry & Ebbersson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 24		
Date	Atty	Description	Hours	Rate	Amount
		Kamaljit Singh deposition and email copy to client and Dan Pharris. Work on discovery documents.			
07/09/14	TJM	E-mail correspondence regarding issue regarding the client's criminal record. E-mail correspondence with client regarding additional information regarding the criminal proceedings. Searched and reviewed online records regarding the Aiding and Abetting charges in Federal Court. Additional e-mail and phone correspondence regarding the status of the mediation. Drafting the ER 904 and Witness and Exhibit List.	2.90	275.00	797.50
07/10/14	TTG	Telephone call with Greg Bertram re: mediation date; email to TJM and DDP and conference with TJM re: same (n/c); Work document production bates numbering for ER 904.	2.30	0.00	No charge
07/10/14	TJM	Finalized organization of all documents produced by all parties. Drafting the Witness and Exhibit list and ER 904 disclosure. E-mail correspondence regarding the failed mediation with Bertram and how to move forward with mandatory ADR.	1.50	275.00	412.50
07/11/14	TJM	Drafting the ER 904 and Witness and Exhibit List. Phone and e-mail correspondence with opposing counsel regarding setting the mediation with practical adr.	1.00	0.00	No charge
07/11/14	DP	Draft motion to strike jury demand.	2.10	395.00	829.50
07/11/14	TTG	Email correspondence with Flygare Court Reporters re exhibits to Harminder Kaur deposition; download transcript of Harbans Grewal deposition and email to client.	0.30	135.00	40.50
07/12/14	DP	Draft motion to strike jury demand.	1.60	395.00	632.00
07/14/14	TJM	E-mail correspondence from co-counsel regarding Motion to Strike Jury Demand and case law. Reviewed the draft by co-counsel and pulled the cases cited. E-mail correspondence with co-counsel regarding the same. Correspondence from opposing counsel and co-counsel regarding the mediation timing and mediators. Reviewed and revised the ER 904 Disclosure. Copied all exhibits to be disclosed. Drafting the Witness and Exhibit disclosure. Reviewed documents to determine what documents would be included in the disclosure.	5.50	275.00	1,512.50
07/14/14	DP	Review of Harbans Grewal deposition.	2.50	395.00	987.50
07/14/14	TTG	Telephone call and email correspondence with JDR re mediation date/fees. Work on discovery documents.	0.30	135.00	40.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 25		
Date	Atty	Description	Hours	Rate	Amount
07/15/14	DP	Received and reviewed materials pertaining to mediation.(0.20) Work on mediation statement.(0.40) Call to Kam regarding depositions, operating agreement, mediation.(0.20)	0.80	395.00	316.00
07/15/14	TJM	Reviewed the requests for admissions to determine what documents may be admitted under ER 904. Finalized the draft ER 904 and Witness and Exhibit lists. Determination of what the actual LLC operating agreements are and the differences between the LLC agreements in the record. Reviewed the deposition transcripts regarding the LLC agreements. Work with co-counsel to draft the Mediation statement. Reviewed possible criminal record of Grewals.	2.10	275.00	577.50
07/15/14	TTG	Telephone call to court reporter Judy Robertson re: deposition invoices (to revise).	0.10	135.00	13.50
07/16/14	DP	Received and reviewed court order denying defendants CR 56(g) motion.(0.10) Reviewed and edited motion to strike jury demand.(1.60).	2.20	395.00	869.00
07/16/14	TJM	Drafting the mediation statement. Pulled all documents for the statement. Reviewed and revised Witness and Exhibit List based upon new documents.	3.00	275.00	825.00
07/16/14	TTG	Draft letter to JDR; final and send with mediation check.	0.10	135.00	13.50
07/17/14	DP	Conference with Kam and Tyler regarding operating agreement, deposition testimony, other documents and issues (.2.50) Research of cases pertaining to motion to strike jury demand.(1.00) Several edits of motion to strike jury demand.(1.50) Drafted proposed order, declarations of Kam Singh and Danial Pharris.(0.80)	5.80	395.00	2,291.00
07/17/14	TJM	Correspondence from co-counsel regarding the meeting with client and motion to strike jury demand. Pulled cases for motion to strike the jury demand. Reviewed the operating agreements and deposition testimony regarding the operating agreements. Meeting with client regarding the deposition testimony, operating agreements, facts of case, and use of expert. Further review of the deposition transcripts regarding the facts surrounding the transfer.	3.90	275.00	1,072.50
07/17/14	TTG	Work on motion to strike jury demand; draft notice of hearing; final and e-file with King County Superior Court; e-working copies to Judge; serve opposing counsel.	0.30	135.00	40.50
07/18/14	TJM	Reviewed and revised the ER 904 and Witness and	3.30	275.00	907.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
 I.D. 17809
 Re: General Business

October 14, 2014
 Statement
 Page 26

Date	Atty	Description	Hours	Rate	Amount
		Exhibit List. Reviewed deposition exhibits to ensure that all documents used as exhibits are also a part of the witness and exhibit list. Strategize the use of the ER 904 with co-counsel. Redraft ER 904 to incorporate every relevant document from the litigation. Finalized ER 904 and forward to opposing counsel. Review and revise Mediation statement. Draft the section regarding the settlement offer. Finalize the mediation statement with co-counsel and forward to mediator.			
07/18/14	TTG	Work on ER 904 binder and documents; deliver copy to opposing counsel; e-file index; final mediation statement and email/messenger to JDR.	1.60	0.00	No charge
07/18/14	AG	Conferences on settlement strategy, ER 904 disclosures, issues, trial presentation and motion to strike jury. [.9]	0.90	435.00	391.50
07/18/14	DP	Review and edit mediation statement. (0.50) Review and edit ER 904 statement, review of documents listed. (0.50)	1.00	395.00	395.00
07/19/14	DP	Trial preparation, including review of deposition transcripts for Kam. (0.80) Draft trial brief. (1.40)	2.20	395.00	869.00
07/20/14	DP	Review of documents, deposition transcripts, work on trial brief. (2.30)	2.30	395.00	908.50
07/21/14	TJM	Reviewed all documents produced and all documents that were exhibits to depositions to determine the complete scope of documentary exhibits available. Reviewed ER 904 of opposing party for documents that were not produced in discovery.	2.50	275.00	687.50
07/21/14	DP	Drafted proposed Reply to Leininger's Opposition to motion to strike jury trial. (2.60)	2.60	395.00	1,027.00
07/22/14	AG	Conferences on analysis of arguments on jury trial entitlement. [.3]	0.30	0.00	No charge
07/22/14	DP	Email correspondence with Leininger regarding start time of deposition. (0.10) Email correspondence with mediator's office. (0.10) Call to Kam. (0.10)	0.30	395.00	118.50
07/22/14	TJM	Reviewed for objections the ER 904 statement of defendants. (.80) Updated the witness and exhibit list to reflect changes to the ER 904. (.60) Reviewed documents to create a complete set of all documents including those not disclosed in either parties ER 904. (.50) E-mail correspondence with client regarding the deposition prep and the criminal proceedings. (.20)	2.10	275.00	577.50
07/23/14	TTG	Research criminal records in British Columbia; US District Court Western District of WA; King,	0.50	135.00	67.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 27

Date	Atty	Description	Hours	Rate	Amount
07/23/14	DP	Snohomish and Pierce County Superior Courts re: defendants; work on Sharma document production. Preparation for deposition, review of deposition transcript and documents including criminal issues.(1.00) Conference with Kam for deposition preparation.(1.00) Attended deposition.(2.50) Review of defendants opposition to our motion to strike jury demand.(0.50) Conference with Tyler Moore regarding motion to strike jury trial and obtaining legal research on declaratory judgments.(0.50) Travel to JAMS for mediation with Judge Jordan.(0.30) Attended mediation.(3.00) Return to office.(0.30) Draft Reply to defendants opposition to motion to strike jury trial.(2.60)	11.70	395.00	4,621.50
07/23/14	TJM	Drafting the witness and exhibit list. (2.60) Research declaratory judgment actions as equitable, and whether there is any other basis for a jury trial. (1.50) Drafting section for brief regarding declaratory judgment actions. (1.0) Reviewed Motion to Strike Jury Demand. (.50)	5.60	275.00	1,540.00
07/24/14	DP	Reviewed and finalized Reply in support of motion to strike jury demand.	1.00	395.00	395.00
07/24/14	TJM	Reviewed and revised the draft witness and exhibit list based upon ER 904 documents.	0.60	0.00	No charge
07/25/14	DP	Review of documents, deposition exhibits, depositions of Harjit and Kam, all in conjunction with trial preparation and editing the witness and exhibit list due Monday. (7.20) Calls to Kam.(0.40) Calls to title company.(0.80)	8.40	395.00	3,318.00
07/25/14	TJM	Trial prep with focused on Witness and Exhibit List. Reviewed documents and deposition transcripts for the exhibits to be presented at trial and potential issues with admissibility and testimony.	8.00	275.00	2,200.00
07/25/14	RG	Prepare quit claim deed and excise tax affidavit for re-recording regarding prior transfer to Kent Valley Apt LLC. Prepare appoint of successor trustee regarding Deed of Trust with Arco Construction, and request for full reconveyance. Conference regarding same. Prepare Full Reconveyance for recording by successor trustee to insure prior recording was effective.	1.40	175.00	245.00
07/25/14	TTG	Research file re: Rainier Title report.	0.10	0.00	No charge
07/26/14	DP	Review of deposition exhibits and transcripts to designate transcript excerpts to judge for trial pursuant to court scheduling order.	2.60	395.00	1,027.00
07/27/14	TJM	Revised and finalized the draft witness and exhibit	2.50	0.00	No charge

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 28

Date	Atty	Description	Hours	Rate	Amount
		list. Prepare all exhibits to be presented.			
07/27/14	DP	Review of Harjit Gill deposition transcript and exhibits, draft deposition excerpts to submit as evidence and for use in direct and cross examination.	4.80	395.00	1,896.00
07/28/14	RG	Telephone calls to Rainier Title regarding re-recording of deed issue. Prepare for re-recording of deed with King County recorder.	0.30	175.00	52.50
07/28/14	DP	Telephone calls to Kam regarding exchange of exhibit lists, production of documents, insuring title issues are resolved. (0.20) Calls from and to Jack Leininger regarding pre-trial order and joint confirmation regarding trial readiness.(0.60) Draft joint confirmation regarding trial readiness and emailed to Jack Leininger.(0.30) Email correspondence with title company.(0.50) Calls to title company.(0.80) Conference with Kam and review of documents, email to title company.(0.50) Conference with Kam regarding trial preparation.(0.40) Email with Leininger regarding exchange of exhibit and witness lists.(0.60) Email with client and Leininger regarding passport.(0.30)	4.20	395.00	1,659.00
07/28/14	AG	Conferences on trial presentation tactics and evidentiary issue[.3]	0.30	435.00	130.50
07/28/14	TJM	Reviewed the final draft of the Witness and Exhibit list. (.60) Updated and finalized the Witness and Exhibit list based upon new documentation to be added, and certain documents being removed based on discussions with defendants' attorney. (2.40) . Meeting with client and co-counsel regarding the facts related to certain documents, and information to be included in the witness and exhibit list. (1.00)	4.00	275.00	1,100.00
07/28/14	TTG	Work on witness/exhibit list documents; final confirmation of trial readiness and e-file with bench copy to Judge Garratt; email final list of witness and exhibits to opposing counsel.	0.40	0.00	No charge
07/29/14	DP	Outline legal issues to obtain legal authorities to insert into trial brief including Harjit's lack of authority to grant a deed of trust on LLC property, grounds for quieting title to the deed of trust, grounds for dissolving, winding up and selling the LLC assets and distribution in accordance with the LLC agreement, for appointment of a receiver, for injunctive relief to enjoin defendants from interfering, and for relief under the fraudulent transfer act.(2.30) Review of exhibit and witness list and edit same.(0.50)	2.80	395.00	1,106.00
07/29/14	AG	Conferences on proofs,arguments and evidentiary	0.30	435.00	130.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Karnaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 29		
Date	Atty	Description	Hours	Rate	Amount
		requirements[.3]			
07/29/14	TTG	Draft notice to attend trial for Harbans Grewal, Jasbir Grewal, Harjit Kaur Gill and Satwinder Sharma.	0.30	135.00	40.50
07/29/14	TJM	Reviewed the ER 904 designation of opposing party and the Witness and Exhibit list of Defendants; drafting the objections to ER 904 statements. (1.00) Drafting the Joint Statement of Evidence. Research case law for the Trial Brief. (3.10)	4.10	275.00	1,127.50
07/30/14	RG	Process re-recording of quit claim deed and excise tax affidavit with King County recorder regarding prior transfer of Kent property to Kent Valley Apt. LLC.	0.20	175.00	35.00
07/30/14	DP	Call to title company. (.20) Review of Satwinder Sharma deposition transcript and draft excerpts. (3.60) Review of Jasbir Grewal deposition transcript.(1.00)	4.80	395.00	1,896.00
07/30/14	AG	Conferences on case in chief presentation,evidence issue,exhibits and clearing title.	0.70	435.00	304.50
07/30/14	TJM	Legal research for the trial brief, including LLC dissolution law, quiet title, and authority. (.90) E-mail correspondence with client regarding evidentiary concerns. (.20)	1.10	275.00	302.50
07/30/14	TTG	Work on notices to attend trial; final, email and messenger to opposing counsel.	0.20	135.00	27.00
07/31/14	AG	Conferences on evidence,trial tactics and objections.	0.30	435.00	130.50
07/31/14	TJM	Reviewing documents to be presented at trial. (3.00) Drafting the Objection to ER 904 statement. (1.00) Drafting the Witness and Exhibit List. (1.30)	5.30	275.00	1,457.50
07/31/14	DP	Review of documents for exhibits and ER 904 objections to documents proposed as exhibits by Leininger.(0.80) Review of Timothy Nishumura (handwriting expert), notes referenced in correspondence and make comments, email to him.(0.80) Review of Jasbir Grewal deposition and generate excerpts to submit to the court as evidence.(4.50)	6.10	395.00	2,409.50
08/01/14	DP	Review of Harbans Grewal deposition transcript to obtain excerpts and to use for direct and cross examination.(4.30)	4.30	395.00	1,698.50
08/01/14	TJM	Received and reviewed the ER 904 objection of opposing counsel. (1.00) Drafting the Witness and Exhibit list with the ER 904 objections included. (2.00) Reviewed, revised and finalized the objection to Defendants ER 904 designation. (1.00)	4.00	275.00	1,100.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 30

Date	Atty	Description	Hours	Rate	Amount
08/01/14	AG	Conferences on trial presentation, responses to evidence and themes[.3]	0.30	435.00	130.50
08/01/14	TTG	Final and file (2) objections to defendants' ER 904 documents; serve opposing counsel via email and messenger.	0.20	135.00	27.00
08/02/14	DP	Review of Harbans Grewal deposition transcript and create excerpts for submission to the court. (4.40)	4.40	395.00	1,738.00
08/03/14	DP	Reviewed and prepared corrections to Harminder and Kamaljit's deposition transcripts.(3.20) Reviewed and created excerpts of Harbans deposition transcript and some cross examination questions.(3.80)	7.00	395.00	2,765.00
08/04/14	DP	Received email correspondence from Judge Garratt granting our motion to strike the jury trial.(0.20) Amended the pre-confirmation status order and emailed to Jack.(0.60) Finalized Harbans deposition excerpts.(0.80) Finalized corrections to Harminder and Kamaljit's depositions.(0.80) Drafting trial brief with reference to facts, documents, deposition testimony.(3.30) Call to Kamaljit to modify facts in trial brief.(0.80) Modify deposition excerpts to send to Jack Leininger so that my notes and references are deleted. (0.30) Emails to Jack Leininger regarding deposition excerpts.(0.40) Review of joint statement of evidence due to court on August 11 with trial brief and deposition excerpts.(0.30)	7.50	395.00	2,962.50
08/04/14	AG	Conference on arguments, trial tactics and planned communications to try to retain judge [.3]	0.30	435.00	130.50
08/04/14	TTG	Work on trial notebook; email correspondence to Judge Garratt re: instructions for trial preparation.	0.30	135.00	40.50
08/04/14	TJM	Legal research for the Trial Brief.	1.70	275.00	467.50
08/05/14	DP	Calls from and to Jack Leininger regarding Joint Statement of Evidence, modification to Joint Statement of Trial Readiness.(0.20) Email to Judge Garratt with modified Joint Statement of Trial Readiness.(0.20) Review of Joint Statement of Evidence and edited.(1.40) Drafted trial brief.(4.30) Email to Jack Leininger.(0.10) Calls from and to Leininger.(0.20)	6.40	395.00	2,528.00
08/05/14	AG	Conferences on case presentation, arguments and issues[.4]	0.40	435.00	174.00
08/05/14	TTG	Draft List of Exhibits and Estimate of Witness Examinations; work on trial notebook.	0.40	135.00	54.00
08/05/14	KAW	Researched application of corporation case law to LLCs under Washington law. Email with summary of	0.50	335.00	167.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 31		
Date	Atty	Description	Hours	Rate	Amount
		results and issues.			
08/05/14	TJM	Legal research regarding the equitable basis for dissolution of an LLC, quieting title to deeds of trust, and Bona Fide Purchasers for value. Drafting the legal argument for the Trial Brief.	6.10	275.00	1,677.50
08/06/14	DP	Drafted trial brief.(3.40) Reviewed and edited joint statement of evidence, list of exhibits.(1.20) Calls from and to Jack Leininger regarding the foregoing.(0.50)	5.10	395.00	2,014.50
08/06/14	TJM	Reviewed, revised and finalized draft Joint Statement of Evidence. (3.00) E-mail correspondence with opposing counsel regarding the same. (.20) Drafting the legal argument for the Trial Brief. (2.20)	5.40	275.00	1,485.00
08/06/14	TTG	Draft letter to Flygare & Associates re correction sheet for Harminder Kaur's deposition; email and hand deliver to Flygare.	0.20	135.00	27.00
08/07/14	DP	Work on trial brief.(2.60) Work on joint statement of evidence.(0.60)	3.20	395.00	1,264.00
08/07/14	TTG	Work on trial notebook and list of exhibits.	0.60	135.00	81.00
08/07/14	TJM	Preparation of the Joint Statement and trial exhibits to be submitted to the Court. (.80) E-mail correspondence with opposing counsel regarding the same. (.20) Drafting the Legal Argument for the trial brief. (.20)	1.20	275.00	330.00
08/08/14	AG	Conference with Tyler on legal analysis and arguments[.5]Revising Trial brief and conferences on same[5.9] Conferences on exhibits and arguments[.6]	7.00	435.00	3,045.00
08/08/14	DP	Drafted trial brief and opening statement including references to all exhibits.(4.70) Email correspondence with Kam and court reporter regarding correction pages to Kam's deposition.(0.20)	4.70	395.00	1,856.50
08/08/14	TJM	Drafting the Legal Argument for the Trial Brief. (1.00) Preparation of the Joint Statement of Evidence. (1.50) Preparing exhibits to be submitted to the Court. Drafting the Findings of Fact and Conclusions of Law. (2.00)	4.50	275.00	1,237.50
08/08/14	TTG	Draft letter to Flygare & Associates re correction sheet for Kam Singh deposition; work on trial notebooks.	1.10	135.00	148.50
08/09/14	DP	Work on trial brief and review of exhibits for opening statement, direct examination of Kam at trial. (3.90)	3.90	395.00	1,540.50
08/10/14	DP	Work on drafting trial brief including citation to all exhibits.(5.40) Work on preparing deposition excerpts. (1.70)	7.10	395.00	2,804.50
08/10/14	TJM	Reviewed and revised the complete trial brief, (2.00)	5.00	275.00	1,375.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
 I.D. 17809
 Re: General Business

October 14, 2014
 Statement
 Page 32

Date	Atty	Description	Hours	Rate	Amount
		Findings of Fact, and Conclusions of Law. (2.50) Reviewed and revised the Joint Statement of Evidence to include the full designations of deposition transcripts. (.50)			
08/11/14	DP	Drafted excerpts of deposition transcripts. (0.90) Review and edit trial brief.(1.10) Review of defendants trial brief (0.70). Drafted estimate of witness examination time. (1.00) Telephone conversation with Jack Leininger regarding estimate of witness examination time.(0.20) Email correspondence with Jack regarding same.(0.10) Reviewed and edited findings and conclusions.(0.80) Telephone conversation with handwriting expert Timothy Nishumura.(0.60)	5.40	395.00	2,133.00
08/11/14	AG	Review of email with changes from Dan and conferences with Tyler on new section, fraudulent transfers, constructive notice and voidable transfers[.9] Review of court decisions on voidable fraudulent transfers, constructive notice and bona fide purchasers[.9] Revising new section to brief [1.1] Conferences with handwriting expert, examination and cross and on trial witnesses estimates and presentations[1.5]	4.30	435.00	1,870.50
08/11/14	TJM	Finalized the Findings of Fact and Conclusions of Law. (1.30) Reviewed and revised trial brief including drafting section regarding bonafide purchaser for value. Reviewed and revised BFP section with co-counsel. (.50) Finalized all trial exhibits to be submitted to the Court. (.50)	2.30	275.00	632.50
08/11/14	TTG	Work on trial notebooks; e-file joint statement of evidence and plaintiff's trial brief; e-working copies to Judge Garratt along with proposed findings of fact and conclusions of law.	4.00	135.00	540.00
08/12/14	DP	Email correspondence with Leininger regarding exhibits.(0.10) Review of defendants trial brief and proposed findings and review of discovery and deposition transcripts and trial exhibits pertaining to opening statement.(3.80) Prepare chart showing all monetary transfers that are documented are accounted for as LLC business.(1.60)	5.50	395.00	2,172.50
08/12/14	AG	Review of defendants' trial brief and proposed findings to anticipate proofs presentations and conferences on evidentiary, and proofs issues.[1.2] Review of exhibits and conferences on demonstrative exhibits, opening statement and arguments[.8]	2.00	435.00	870.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 33		
Date	Atty	Description	Hours	Rate	Amount
08/12/14	TJM	Reviewed the Trial Brief of opposing party. Reviewed all cases cited by Defendants. (1.00) Determined what documents needed to be procured as certified copies. (.30)	1.30	275.00	357.50
08/12/14	TTG	Telephone call with Elaine, Judge Garratt's bailiff; email to Elaine with defendants' trial brief and proposed findings; work on trial exhibits with FedEx Office.	0.40	135.00	54.00
08/13/14	DP	Trial preparation including work on opening statement, direct examination of Kam.(4.50) Email with Leininger regarding exhibits.(0.10) Calls with Kam.(0.50)	5.10	395.00	2,014.50
08/13/14	AG	Conference on opposing counsel's trial witness time estimates,witness cross examinations,exhibits,arguments and deposition testimony-trial presentation tactics[1.3]Conference on opening statement and trial matters[.4]	1.70	435.00	739.50
08/13/14	TJM	Trial preparation including preparing additional exhibits for trial.	0.70	275.00	192.50
08/13/14	TTG	Work on exhibits from depositions; email/telephone call with court reporter re: same; telephone call to Kent Police Dept. re June 2011 police report.	0.40	135.00	54.00
08/14/14	DP	Drafted opening statement and practice.(3.60) Drafted outline of direct examination of Kam.(1.70) Prepared chart referencing dates of transactions, purpose, exhibits, and to illustrate that the exhibits/documents in this case support every transaction between Kam and Harbans.(1.40) Check King County website to determine if our case is referred to a judge yet.(0.20) Calls from and to Kam.(0.20)	7.10	395.00	2,804.50
08/14/14	AG	Conferences with Dan on exhibits and trial presentations.	0.30	435.00	130.50
08/14/14	TJM	Trial preparation concerning the objections to certain exhibits, obtaining self authenticating documents, and determining basis for admission.	0.50	275.00	137.50
08/14/14	TTG	Work on trial exhibits.	0.20	0.00	No charge
08/15/14	DP	Email from and to handwriting expert.(0.30) Received and reviewed handwriting expert's review documents and notes for trial.(1.00) Subsequent email with expert.(0.20) Calls to and from Sabir Khan.(0.80) Call from and to Leininger regarding translator.(0.30) Email regarding same.(0.10) Calls to Superior Court regarding scheduling interpreter and trial.(0.30) Calls to John Reilly and eyewitness Ricky Grewal.(0.50) Work on questions for trial	9.00	395.00	3,555.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business			October 14, 2014 Statement Page 34		
Date	Atty	Description	Hours	Rate	Amount
		examination.(1.00) Meeting with Kam, Harminder and Navneet for witness preparation.(4.50)			
08/15/14	TTG	Telephone call with court interpreter services; telephone call to Marsha at King County Superior Court in Kent regarding the standby list for next week's trial.	0.20	0.00	No charge
08/15/14	TJM	Trial preparation, including review of the LLC agreement.	1.00	275.00	275.00
08/16/14	DP	Meeting with Kam and work on direct examination.(5.00)	5.00	395.00	1,975.00
08/17/14	DP	Work on direct examination for Kam and Harminder.(3.20) Opening statement.(0.80) Cross exam outline for Harbans Grewal.(1.00)	5.00	395.00	1,975.00
08/18/14	DP	Work on direct examination of Kam.(2.20) Meeting with Kam regarding same.(3.80) Call from interpreters office.(0.20)	6.20	395.00	2,449.00
08/18/14	TTG	Telephone call with Martha Cohen in King County Superior Court interpreter services re trial; email co Ms. Cohen with trial brief.	0.10	135.00	13.50
08/18/14	TTG	Telephone calls with FedEx Office re boards for trial exhibits; review and pickup same.	0.10	135.00	13.50
08/19/14	DP	Work on Kam Singh direct exam (3.40). Work on Harminder Kaur direct exam.(1.60) Work on Harbans Grewal cross exam.(0.80) Work on Hannah Mc Farland cross(1.10) and Tim Nishumura direct.(0.80)	7.70	395.00	3,041.50
08/19/14	TTG	Work on trial materials.	0.10	0.00	No charge
08/20/14	DP	Edited direct exam of Kam and work on direct exam.(1.60) Email correspondence from and to superior court bailiff regarding availability for trial in August, dates unavailable.(0.40) Calls from and to counsel regarding unavailability dates.(0.50) Calls to and from counsel regarding objections to exhibits.(0.40) Review of exhibits and objections.(1.30) Call from and to Manhoman Grewal regarding trial.(0.20) Call to Sabir Khan regarding trial testimony.(0.20) Call to Kam regarding trial scheduling.(0.20) Modify demonstrative aids for trial.(0.30) Work on Mc Farland (0.80) cross and Nishimura direct.(0.60) Email to client regarding trial scheduling.(0.10) Work on opening statement.(1.40)	8.00	395.00	3,160.00
08/20/14	AG	Conference on expert testimony, altering structure and content of opening statement and direct examination of plaintiff.	0.90	435.00	391.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
I.D. 17809
Re: General Business

October 14, 2014
Statement
Page 35

Date	Atty	Description	Hours	Rate	Amount
08/20/14	TJM	Trial preparation regarding objections to exhibits and basis for admission. Phone call to opposing counsel regarding the same.	0.50	275.00	137.50
08/20/14	TTG	Work on trial exhibits.	0.10	135.00	13.50
08/21/14	AG	Conferences on opposition to motion to delay trial and on trial presentation details[.25]	0.25	435.00	108.75
08/21/14	DP	Telephone call from Jack Leininger regarding motion to continue trial.(0.10) Email correspondence with bailiff and counsel regarding trial schedule and defendants motion to continue trial.(0.30) Email correspondence with the court and court interpreter services about scheduling and needs for trial.(0.80) Call to Martha at court interpreters services regarding same.(0.20) Call to Sabir Khan.(0.20) Work on opening statement and coordinating with updated direct examination of Kam and Harminder.(2.60) Review defendants motion and declaration to shorten time for hearing motion for continuance of trial, motion and declaration to continue trial.(0.50) Draft opposition in conjunction with local rule requiring exigent circumstances that do not exist.(0.70) Review and finalize opposition.(0.30) Call to Kam.(0.10)	5.80	395.00	2,291.00
08/21/14	TTG	Work on trial exhibits. Final opposition to defendants' motion to continue trial; e-file with the court, email to opposing counsel and e-working copies to Judge Garratt.	0.20	135.00	27.00
08/22/14	DP	Call to Sabir Khan.(0.20) Email from and to Manmohan Grewal.(0.20) Telephone conversation with Martha regarding trial testimony times and interpreter needs. (0.40) Received and reviewed order of the court on defendants motion to continue trial.(0.20) Email to client regarding same.(0.20) Preparation of Harjit Gill direct and cross examination.(4.50)	5.70	395.00	2,251.50
08/22/14	DP	Email to Tim Nishimura regarding trial schedule.(0.20)	0.20	395.00	79.00
08/22/14	TJM	Trial preparation regarding the testimony of Kam.	0.30	275.00	82.50
08/22/14	TTG	Work on trial exhibits.	0.10	135.00	13.50
08/22/14	AG	Conference on burden of proof, opening and tactic for witness presentations and cross.	0.70	435.00	304.50
08/23/14	DP	Prepare examination outline for Jasbir Grewal.(1.40) Conference with Kam and prepare for direct examination.(5.10) Conference call with eyewitness Sabir Khan.(0.50)	7.00	395.00	2,765.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
 I.D. 17809
 Re: General Business

October 14, 2014
 Statement
 Page 36

Date	Atty	Description	Hours	Rate	Amount
08/24/14	DP	Prepare outline of examination of Satwinder Sharma (2.40) and Harbans Grewal.(3.50)	5.90	395.00	2,330.50
08/25/14	DP	Trial preparation including work on Harminder and Kam direct and opening statement.	2.50	395.00	987.50
08/25/14	AG	Conference with Dan on wife as initial witness, substance of testimony, evidentiary issues and demeanor.	0.70	435.00	304.50
08/26/14	DP	Travel to Norm Maleng Justice Center for trial assignment with Judge James Cayce.(0.50) Preparation for trial and further work on opening statement.(1.00) Attend trial assignment and re-assignment to Amini.(1.50) Conference with Harminder regarding direct examination.(0.80) Calls with office regarding Leininger's filing of affidavit of prejudice for Judge Helen Halpert.(0.30) Return to Norm Maleng Justice Center.(0.30) Attend re-assignment to Judge Cayce.(0.50) Travel to Seattle.(0.50) Call from Ricky.(0.10)	5.50	395.00	2,172.50
08/26/14	TTG	Draft motion to reassign case/affidavit of prejudice; email same to Judge Amini's chambers; email copy to opposing counsel; telephone call with bailiff re same. Telephone call with Jack Leininger re defendants' motion to reassign; email from Judge Halpert re same. File plaintiffs' motion to reassign with the court.	0.30	135.00	40.50
08/26/14	AG	Telephone calls from Pharris on decision to file affidavit of prejudice against inexperienced judge and on response to delayed opening statement.	0.40	435.00	174.00
08/26/14	TJM	Drafting the Affidavit of Prejudice. Conference with co-counsel regarding the status of trial.	0.40	275.00	110.00
08/27/14	DP	Work on trial preparation including opening, direct of Kam, direct of Harminder.(3.40)	3.40	395.00	1,343.00
08/28/14	TJM	Correspondence from co-counsel regarding additional research project.	0.10	275.00	27.50
08/28/14	DP	Call from and to court with judge assignment.(0.20) Call to Kam.(0.10)	0.30	395.00	118.50
08/29/14	AG	Conference on trial presentation judgment calls in testimony and arguments.	0.50	435.00	217.50
08/29/14	DP	Calls from and to Martha at the interpreter's office.(0.20) Email to Leininger regarding exhibits.(0.10) Trial preparation including opening statement.(1.00)	1.30	395.00	513.50
08/31/14	DP	Work on Harminder Kaur direct exam.(1.00) Work on Manhoman Grewal direct exam.(0.80) Work on plaintiff's examination of Harbans Grewal.(2.30)	6.30	395.00	2,488.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur	October 14, 2014
I.D. 17809	Statement
Re: General Business	Page 37

Date	Atty	Description	Hours	Rate	Amount
		Work on plaintiffs examination of Jasbir Grewal.(0.90) Work on plaintiffs examination of Satwinder Sharma.(1.30)			
09/01/14	DP	Email with eyewitness Manmohan Grewal regarding testimony and attendance at trial.(0.30) Email with handwriting expert Tim Nishimura regarding same.(0.20) Drafted Amended Trial Brief.(2.30)	2.80	395.00	1,106.00
09/02/14	AG	Conference on trial presentation issues and options.	0.20	435.00	87.00
09/02/14	DP	Email from Judge and to witnesses regarding STITA taxi.(0.30) Reviewed and edited First Amended Trial Brief.(2.40) Prepared outline of questions for Sabir Khan.(0.80) Emails to Sabir.(0.60) Telephone conversation with Sabir.(1.00) Conference call with Sabir and Kam.(0.40)	5.50	395.00	2,172.50
09/02/14	TJM	Research regarding attorneys' fees.	0.90	275.00	247.50
09/02/14	TTG	E-file amended trial brief; messenger copy to Judge Ruhl; email correspondence to Sabir Khan re trial exhibits.	0.20	135.00	27.00
09/03/14	DP	Travel to court. (0.50) Attend trial, admission of agreed exhibits and other preliminary matters, opening statement.(1.70) Direct examination and cross examination of Harminder.(1.00) Direct examination of Kam.(1.40) Return from court.(0.50)	5.10	395.00	2,014.50
09/03/14	TJM	Preparation of exhibit documents requested by the Judge. E-mail correspondence with co-counsel regarding attorneys' fees briefs.	0.50	275.00	137.50
09/03/14	TTG	Work on digital copy of trial exhibits for Judge Ruhl; messenger same to chambers; telephone call with Sabir Kahn re court location.	4.30	135.00	580.50
09/04/14	DP	Review of outline of direct examination of Kam Singh.(0.80) Travel to court.(0.50) Attend and conduct direct examination of Kam Singh.(2.70) Cross began. (0.30) Conference with clients.(1.00) Attend trial, including cross-examination and beginning of re-direct examination.(2.50)	7.80	395.00	3,081.00
09/04/14	TTG	Research re: Harbans Grewal criminal records in British Columbia.	0.10	135.00	13.50
09/05/14	DP	Calls to Kam and Sabir.(0.30) Review of Sabir Khan direct examination.(0.50) Review of exhibits from Kam's direct examination.(1.80) Conference with paralegal regarding exhibits and scanned documents.(0.20) Email to court and counsel regarding same.(0.20) Preparation for redirect of Kam.(2.30)	5.30	395.00	2,093.50
09/05/14	TTG	Review digital copies of trial exhibits for	1.50	135.00	202.50

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 38		
Date	Atty	Description	Hours	Rate	Amount
		completeness/correct documents; email to Dan Pharris with results.			
09/06/14	DP	Conferences with Kam and Sabir regarding trial testimony on Monday.	3.50	395.00	1,382.50
09/08/14	DP	Travel to court.(0.50) Attend trial, including direct and cross examination of Kam Singh.(1.50) Attend direct and cross examination of John Meenk.(1.50) Attend direct and cross examination of Harjit Gill.(1.50) Conference with clients and preparation for examination of Harjit Gill.(1.00) Travel from court to office.(0.50) Review of cases pertaining to Harbans Grewal with his brothers in Canada.(1.40)	7.90	395.00	3,120.50
09/08/14	RJH	Research regarding proof of foreign law.	0.30	390.00	117.00
09/09/14	DP	Review of supreme court ruling in Harbans lawsuit with his brothers.(0.50) Travel to court.(0.50) Attend trial, conduct direct examination of Sabir Khan, Satwinder Sharma.(3.00) Prepare for examination of Jasbir Grewal and Harbans Grewal.(1.00) Conduct examinations of Harbans Grewal and Jasbir Grewal.(2.50) Return to office.(0.50)	8.00	395.00	3,160.00
09/09/14	TTG	Email correspondence with Judge Ruhl's bailiff re: plaintiffs' findings of fact and conclusions of law.	0.10	135.00	13.50
09/10/14	DP	Travel to court.(0.50) Attend trial and plaintiffs direct examination of Harbans Grewal (1.50) Conduct direct examination, cross of Timothy Nishimura.(1.50) Attend trial with direct and cross examination of Hannah Mc Farland.(1.00) Direct examination of Manmohan Grewal.(1.00) Further defendants examination of Harbans Grewal.(1.50) Return to office. (0.50)	7.50	395.00	2,962.50
09/12/14	DP	Call from and to interpreters office pertaining to scheduling.(0.30) Call to attorney Leininger regarding same and regarding message from court reporter.(0.20) Review of trial recording of direct and cross examination of Kam and Harminder.(3.40)	3.90	395.00	1,540.50
09/12/14	TTG	Draft cover letter to Kam with CDs of first 4 days of trial proceedings; final and mail.	0.10	135.00	13.50
09/13/14	DP	Review of trial recording of Kam Singh direct and cross examination.	4.50	395.00	1,777.50
09/15/14	DP	Receive original deposition transcripts of Kamaljit Singh and Harminder Kaur. (0.10) Draft letter to attorney for defendants delivering originals. (0.20) review of deposition transcript of Harminder Kaur and exhibits.(1.00) Memo to clients regarding same.(0.50)	1.80	395.00	711.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur			October 14, 2014		
I.D. 17809			Statement		
Re: General Business			Page 39		
Date	Atty	Description	Hours	Rate	Amount
09/16/14	DP	Preparation for trial and resumed examination of Harbans Grewal including review of Grewal deposition transcript and exhibits.(2.60) Preparation for trial including defendants stated intention of calling plaintiffs Harminder Kaur and Kamaljit Singh including review of Kam Singh trial testimony on recorded CD (1.00), and review of Kam Singh deposition testimony.(2.10)	5.70	395.00	2,251.50
09/17/14	DP	Travel to court.(0.50) Attend trial, direct and cross-examination of Harbans Grewal and direct and cross rebuttal testimony of Kam Singh and conferences with client. (7.00) Return to office.(0.50)	8.00	395.00	3,160.00
09/18/14	TJM	Legal research regarding the alleged Bona Fide Purchaser.	2.50	275.00	687.50
09/18/14	DP	Preparation for closing argument.(2.50) Travel to court.(0.50) Attend trial, closing argument.(2.50) Return to office.(0.50)	6.00	395.00	2,370.00
09/19/14	TJM	Legal research regarding bona fide purchaser doctrine.	5.40	275.00	1,485.00
09/19/14	DP	Legal research regarding bona fide purchaser doctrine.	3.60	395.00	1,422.00
09/20/14	DP	Legal research bona fide purchaser doctrine.(2.70) Begin draft of supplemental trial brief.(0.80)	3.50	395.00	1,382.50
09/21/14	DP	Further research and draft of supplemental trial brief, review of related trial exhibits.	3.60	395.00	1,422.00
09/22/14	DP	Draft supplemental trial brief including legal research and review of trial exhibits.	3.50	395.00	1,382.50
09/22/14	TJM	Legal research regarding UFTA, bona fide purchasers, the rights of assignees, and defenses to fraudulent transfers. Drafting the Supplemental Briefing as requested by the Court.	9.20	275.00	2,530.00
09/23/14	DP	Review trial transcript of testimony of Satwinder Sharma, Jasbir Grewal and Harbans Grewal for insertion of citations in supplemental trial brief.(4.40) Draft supplemental trial brief with citations to trial exhibits and transcript.(2.70)	7.10	395.00	2,804.50
09/23/14	TJM	Additional legal research and review of supplemental brief.	0.40	275.00	110.00
09/24/14	DP	Review of legal authorities.(2.40) Draft supplemental trial brief.(3.30) Received and reviewed defendants trial brief.(0.80)	6.30	395.00	2,488.50
09/24/14	TJM	Finalized the Supplemental Brief. Additional legal research regarding a "debtor" under the UFTA.	1.60	275.00	440.00
09/26/14	DP	Began draft of declaration of Danial D. Pharris in Support of Motion for Attorneys Fees.(1.00) Review	1.80	395.00	711.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur
 I.D. 17809
 Re: General Business

October 14, 2014
 Statement
 Page 40

Date	Atty	Description	Hours	Rate	Amount
		of time entries from April 26-September 30 pertaining to same.(0.80)			
09/26/14	DP	Legal research for case authorities regarding motion for prevailing party attorneys fees.(1.00)	1.00	395.00	395.00
09/29/14	DP	Drafted motion for award of plaintiffs costs and attorneys fees in conjunction with review of over 60 pages of billing statements.	5.60	395.00	2,212.00
10/03/14	TTG	Telephone call with Kam Singh. (n/c)	0.10	135.00	13.50
10/06/14	DP	Received and reviewed findings and conclusions of the court.(0.90) Email correspondence and calls to the client with same.(0.20)	1.10	395.00	434.50
10/06/14	TJM	Received and reviewed the opinion of the Court (.6). Determine what actions need to be taken moving forward (.2).	0.80	0.00	No charge
10/07/14	DP	Review over 60 pages of billing statements for an approximately 1.5 year time period to prepare a draft of the motion for attorneys fees with a summary of a number of the categories of major work employed.(3.20) Drafted edits to motion for attorneys fees.(0.90) Email with prospective receiver.(0.20) Call to client regarding status of case and hearings scheduled for October 30.(0.20)	4.50	395.00	1,777.50
10/07/14	TTG	Final and e-file motion/order to dismiss surety.	0.10	135.00	13.50
10/08/14	DP	Review of 60 pages of billings, spanning approximately 1-1/2 years.(3.30) Draft motion for costs and attorneys fees.(3.70)	7.00	395.00	2,765.00
10/09/14	DP	Review of 60 pages of time and cost entries over a 1-1/2 year period, draft motion for award of attorneys fees and costs.	5.50	395.00	2,172.50
10/10/14	TTG	Work on categorizing costs for attorney fee application (1.9); edits to fee application (n/c); draft declaration in support of fee application for Dan Pharris (.3); draft judgment (.3); draft declaration of Marc Stern re receivership (.3)	2.80	135.00	378.00
10/11/14	DP	Reviewed and edited Pharris declaration in support of motion for attorney's fees.(0.90) Reviewed and edited motion for attorney's fees.(0.30)	1.20	395.00	474.00
10/12/14	DP	Drafted motion for appointment of Marc S. Stern as receiver, declaration of Marc S. Stern, proposed order.	3.20	395.00	1,264.00
10/13/14	DP	Review findings and conclusions and draft judgment.(1.50) Review and edit motion to appoint Marc S. Stern as receiver, including declaration and order.(1.50) Finalized motion, declaration, order for attorney's fees and costs.(1.00)	4.00	395.00	1,580.00

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur	October 14, 2014
I.D. 17809	Statement
Re: General Business	Page 41

Date	Atty	Description	Hours	Rate	Amount
			Total Fees	996.05	341,111.75

Disbursements

Date	Description	Amount
	Total Monthly Document Reproduction Charges	3,210.45
05/08/13	Check to King County Recorder for recoding fee for lis pendens	74.00
05/08/13	Check to Dye & Durham Corporation for advance fee for process service	200.00
05/09/13	Check to King County Recorder for recording fee for amended lis pendens	74.00
05/16/13	Check to The Commerce Bank of Wa (Visa) for KCSC-filing fee for complaint	242.49
05/20/13	Check to King County Recorder for recording fee or 2nd amended lis pendens	74.00
06/04/13	Halo Messenger for process service on for Chicago Title Co of Washington, CT Corp, Olympia Wa	110.00
06/04/13	Halo Messenger for process service on for Chicago Title Insurance Co of Washington, CT Corp, Olympia Wa	110.00
06/03/13	Total Monthly Halo Messenger Charges	41.60
06/19/13	Check to FedEx for package delivery to Dye & Burham in New Westminster BC	70.71
07/16/13	Check to The Commerce Bank of Wa (Visa) for Dye & Durham Co - additional process service fee	44.44
08/20/13	Check to The Commerce Bank of Wa (Visa) for KCSC fee for working copy for motion for default	22.49
09/04/13	Check to The Commerce Bank of Wa (Visa) for KCSC fee for working copies of reply	22.49
09/05/13	Check to Toni Griffin for reimbursement for postage and registered mail to Canada	43.70
09/02/13	Total Monthly Halo Messenger Charges	182.40
10/07/13	Check to The Commerce Bank of Wa (Visa) for Dye & Durham-process service fee in BC re Sharma, Satwinder	119.19
10/18/13	Check to The Commerce Bank of Wa (Visa) for KCSC-fee for working copies	22.49
11/01/13	Total Monthly Halo Messenger Charges	47.70
01/09/14	Check to The Commerce Bank of Wa (Visa) for KCSC-working copy fee for response	22.49
01/09/14	Check to The Commerce Bank of Wa (Visa) for KCSC-working copy fee for motion re Sharma	22.49
01/09/14	Check to The Commerce Bank of Wa (Visa) for KCSC-working copy fee for motion re Gill	22.49

Lasher Holzapfel Sperry & Ebberson, PLLC

Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business		October 14, 2014 Statement Page 42
Date	Description	Amount
01/09/14	Check to The Commerce Bank of Wa (Visa) for Dye and Durham-out of state process of service fee	118.64
01/14/14	Check to The Commerce Bank of Wa (Visa) for KCSC-fee for working copies of reply	22.49
01/14/14	Check to The Commerce Bank of Wa (Visa) for KCSC-fee for working copies via the clerk	22.49
01/02/14	Total Monthly Halo Messenger Charges	166.70
01/16/14	Check to Toni Griffin for reimbursement for postage for (4) first class mailings and (4) international certified mailings	94.20
02/03/14	Total Monthly Halo Messenger Charges	195.50
02/04/14	Westlaw Online Legal Database Charges for TJM	123.21
04/01/14	Total Monthly Halo Messenger Charges	138.00
04/17/14	Check to The Commerce Bank of Wa (Visa) for KCSC-fee for working copies to Judge	22.49
05/02/14	Westlaw Online Legal Database Charges for TJM	75.81
05/01/14	Total Monthly Halo Messenger Charges	312.75
05/20/14	Check to The Commerce Bank of Wa (Visa) for KCSC-e-working copies for motion to compel	22.49
06/10/14	Check to The Commerce Bank of Wa (Visa) for KCSC filing fee for working copies to Judge	22.49
06/02/14	Total Monthly Halo Messenger Charges	82.70
06/04/14	Westlaw Online Legal Database Charges for TJM	107.40
06/20/14	Invoice from Leslee Unti & Company for court reporter appearance fee, transcript, exhibits, delivery re deposition of Satwinder Sharma 5/21/14	794.00
06/20/14	Check to The Commerce Bank of Wa (Visa) for KCSC-fee for e-working copies to Judge	22.49
07/09/14	Check to Judicial Dispute Resolution LLC for fee for mediation	687.50
07/10/14	Check to The Commerce Bank of Wa (Visa) for KCSC-working copies fee	22.49
07/10/14	Check to The Commerce Bank of Wa (Visa) for KCSC-working copies fee for Judge	22.49
07/15/14	Check to Judicial Dispute Resolution LLC for fee for mediation	1,400.00
07/09/14	Check to Judicial Dispute Resolution LLC for check voided - amount due had changed	-687.50
07/01/14	Total Monthly Halo Messenger Charges	318.50
07/02/14	Westlaw Online Legal Database Charges for TJM	271.33
07/28/14	Check to King County Recorder for recording and REETA processing fees	84.00
08/04/14	Check to The Commerce Bank of Wa (Visa) for KCSC--F-working copy fee	22.49

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Kamaljit Singh and Harminder Kaur I.D. 17809 Re: General Business		October 14, 2014 Statement Page 43
Date	Description	Amount
08/04/14	Check to The Commerce Bank of Wa (Visa) for KCSC fee for e-working copies	22.49
08/08/14	Check to Leslee Unti & Company for court reporter appearance fee, transcripts, exhibits and delivery re deposition of Harbans Grewal	2,161.00
08/08/14	Check to Leslee Unti & Company for court reporter appearance fee, transcripts, exhibits and delivery re deposition of Jasbir Kaur Grewal on 6/19/14	924.00
08/08/14	Check to Leslee Unti & Company for court reporter appearance fee, transcripts, exhibits and delivery re deposition of Harjit Kaur Gill	1,540.00
08/05/14	Pacer Court Electronic Filing and Access Charges for TTG, TJM	7.90
08/18/14	Check to Dr. Jasbir Kaur for Punjabi Interpretation for Ms. Harjeet Kaur on 6/18, 6/19/14	521.25
08/18/14	Check to Roger Flygare & Associates, Inc. for original transcript, exhibits, postage/handling of Harminder Kaur Vol. I	919.29
08/18/14	Check to Roger Flygare & Associates, Inc. for original transcript of Harminder Kaur, Vol. II	107.41
08/18/14	Check to Roger Flygare & Associates, Inc. for original transcript, postage/handling of Kamaljit Singh, Vol. I	612.96
08/01/14	Total Monthly Halo Messenger Charges	299.80
08/19/14	Check to The Commerce Bank of Wa (Visa) for KCSC fee for e-working copies	22.49
08/20/14	Check to Roger Flygare & Associates, Inc. for original transcript of Kamaljit Singh, Vol. II	359.44
08/04/14	Westlaw Online Legal Database Charges for TJM	270.61
09/10/14	Check to FedEx Office for exhibit materials	249.66
09/10/14	Check to FedEx Office for exhibit materials	37.78
09/10/14	Check to FedEx Office for exhibit materials	37.78
09/11/14	Check to The Commerce Bank of Wa (Visa) for KCSC fee for e-working copies	22.49
09/02/14	Total Monthly Halo Messenger Charges	381.40
09/03/14	Westlaw Online Legal Database Charges for TJM	738.52
09/19/14	Check to The Commerce Bank of Wa (Visa) for Pierce Co. Clerk fees for copies	2.00
09/05/14	Total Monthly Halo Messenger Charges	60.00
10/03/14	Westlaw Online Legal Database Charges for DP, RJH, TJM	548.23
10/01/14	Total Monthly Halo Messenger Charges	123.75
Total Disbursements		19,235.02

APPENDIX J

FILED

14 OCT 24 PM 12:55

Judge John R. Ruhl
KING COUNTY
SUPERIOR COURT CLERK
WITH ORAL ARGUMENT
E-FILED

October 30, 2014
CASE NUMBER: 13-2-18850-3 KNT
4:00 P.M.

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

KAMALJIT SINGH and HARMINDER
KAUR, husband and wife; KENT VALLEY
APT., LLC, a Washington Limited Liability
Company,

Plaintiffs,

vs.

HARJIT KAUR GILL, and JOHN DOE GILL,
wife and husband; and HARBANS GREWAL,
and JASBIR KAUR GREWAL, husband and
wife; SATWANDER SHARMA and JANE
DOE SHARMA, husband and wife;
CHICAGO TITLE COMPANY OF
WASHINGTON, as trustee under that certain
deed of trust recorded under Recording No.
20110218001102,

Defendants.

NO. 13-2-18850-3 KNT

DEFENDANTS' OBJECTIONS TO
PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES AND COSTS

COME NOW, the Defendants and pursuant to leave of this Court offer the following:

I. RELIEF REQUESTED

The Defendants acknowledge that the Court has concluded that Plaintiffs Harminder
Kaur and Kamaljit Singh are the substantially prevailing parties pursuant to the LLC Operating
Agreement and the Agreement between Harjit Kaur and Harminder Kaur, and that these
Plaintiffs are entitled to request reasonable attorneys' fees incurred in this matter pursuant to

DEFENDANTS' OBJECTIONS
RE: ATTORNEYS' FEES
Page - 1

Leininger & Christenson, P.S.
Attorneys at Law
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Kent, Washington 98030
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those Agreements. Defendants request that this Court limit any award to these Plaintiffs as the only parties to the Agreements and to a reasonable amount substantially less than requested.

II. STATEMENT OF FACTS

RESPONSE TO PLAINTIFFS' STATEMENT OF FACTS

A.

Defendants have acknowledged the Court's conclusion as to prevailing parties with regard to the Operating agreement and the Agreement between Harjit Kaur and Harminder Kaur. Plaintiffs, Harminder Kaur and Kamaljit Singh, seek to expand the Court's conclusion to allow an award to them under the Deed of Trust (Exhibit 40). Initially, Harminder Kaur and Kamaljit Singh were not parties to the Deed of Trust and cannot claim rights arising from the Deed of Trust. Even if they parties the provisions that they rely upon are inapposite to their claims of right. Paragraph 4 of the Deed of Trust refers to a general obligation to defend the Deed of Trust and indemnify for expenses, not to an action between these parties. It is not applicable here. Paragraph 5 refers to collection actions and expenses of the Trustee in general as allowed by statute. It is not applicable here. The Plaintiffs' discussion of discretionary authority is unnecessary. The litigation matters the Plaintiffs refer to, including any requests for fees, were resolved by agreement of the parties or were heard and ruled upon by the Court as they arose.

B.

Defendants have acknowledged the Court's conclusion regarding substantially prevailing party. For the reasons stated herein above liability under the Deed of Trust does not exist.

C.

Defendants do not allege that fees were not incurred. Defendants contest the reasonableness of the requested award.

III. ISSUE

What amount is reasonable?

IV. EVIDENCE RELIED UPON

Files and records herein and the Declaration of Jack H. Leininger filed herewith.

V. ARGUMENT AND LEGAL AUTHORITY

A trial court must make an independent determination of a reasonable fee. **American Civil Liberties Union of Washington v. Blaine School Dist. No. 503**, 95 Wash. App 106, 117, 975 P.2d 536 (1999) (citing **Scott Fetzer Co. v. Weeks**, 122 Wn.2d 141, 151, 859 P.2d 1210 (1993)). It is not disputed that Washington follows the lodestar method of calculating fees, with the lodestar amount being determined by multiplying a reasonable number of hours times a reasonable hourly rate. But the fee thus calculated is not necessarily a reasonable fee. Whether or not a fee is reasonable is an independent determination to be made by the awarding court. The burden of demonstrating that a fee is reasonable always remains on the fee applicant **Fetzer**, supra, at 151. While a court may use the factors approach, these factors are, however, often subsumed in the lodestar approach. **Scott Fetzer v. Weeks**, 114 Wash.2d 109, 124, 786 P.2d 265 (1990) (Fetzer 1).

The Plaintiffs point to several factors.

1. Time and labor required

Service of Process: The Plaintiffs allege that it was a necessity to obtain court orders for service by mail and that the Defendants opposed these motions. These motions and responses are all a matter of record which shows that the Defendants' response was simply that a court order was an unnecessary expense. The Plaintiffs' fees incurred in this regard are not reasonable.

Pretrial Discovery: The Plaintiffs allege unreasonable fees for pre-trial discovery. As Plaintiffs acknowledge, most of the matters were resolved by agreement and the Plaintiffs extraordinary fees were wholly unnecessary. Some of the allegations are simply made up. Never was there a discussion of Harjit Gill's deposition until the Plaintiffs noted her deposition without discussion when she had only just arrived from India without the knowledge of her counsel. Counsel was also leaving town shortly for an extended time. This was resolved by stipulation of the parties as were the other disputes that arose. The motions heard by the court were either greatly limited by order or denied. The claimed fees are not reasonable.

Pretrial Motions: The Plaintiffs' claims with regard to pretrial motions are not reasonable. The Defendants did not oppose the trustee's motion for dismissal. Defendants only opposed an agreed order between the trustee and the Plaintiffs that allowed the Plaintiffs to join future trustees without requiring notice or showing reasonable cause. The agreed order eventually entered struck that provision. The Plaintiffs voluntarily withdrew their summary

1 judgment motion and other planned such motion after work involving at least 3 attorneys and
2 paralegals. They now request \$21,000.00 in fees for this wasted effort. Though the Plaintiffs'
3 motion to strike the jury demand was successful, the effort involved 3 different attorneys at a
4 cost of over \$10,000. The amount requested for fees for pre-trial motions is unreasonable.

5 **Work with Experts:** The Plaintiffs request over \$7000.00 for selecting and preparing
6 an expert in handwriting analysis for this matter. This includes billings by at least three different
7 attorneys over 6 months of time leading up to trial. This is unreasonable on its face.

8 **Trial Preparation:** Plaintiffs request \$41,000 for trial preparation. The number of
9 documents in this case was not unusually large (there were only 100 proposed trial exhibits and
10 not all were admitted) and the issues came down to contract interpretation of uncomplicated
11 documents and credibility issues at trial. The request is out of line with the requirements of the
12 case.

13 **Conferences with clients and witnesses:** The Plaintiffs request over \$46,000 for
14 preparing witnesses and for trial examination of witnesses. The billing records show that this
15 includes approximately \$15,000 each for Harbans
16 Grewal and Kamaljit Singh alone. The court was in a position to hear the testimony and evaluate
17 the issues in this case. It is respectfully submitted that the amounts requested are not in line with
18 the needs of this case.

19 The above are examples only and are repeated in other areas of the billing records. The
20 court can easily ascertain other examples. Plaintiffs' are requesting fees approximately 5 times
21 higher than the defense fees. The issues in the case were relatively straightforward, yet Plaintiffs
22 request over half as much as defense fees for miscellaneous work alone. The Plaintiffs'
23 counsel's experience and skill are subsumed in his hourly rate of \$395. The Plaintiffs also
24 employed the services of an associate attorney with 7 years of experience at an hourly rate of
25 \$275 whose efforts often appear duplicative of those of lead counsel. Plaintiffs also employed
additional attorneys (at rates roughly equal to their lead attorney) and paralegals (we know
nothing of the qualifications of the paralegals though the Plaintiffs are required to make this
showing); McGreevy v. Oregon Mutual Insurance Company, 90 Wn.App 283,292, 951 P.2d
798 (1998); citing Absher Construction Company, infra, at 845). This matter was set for trial
on August 18, 2014. Presumably, Plaintiffs were prepared for trial on that date, yet request over
\$25,000 in fees incurred for trial preparation between the original trial date and the date trial
actually commenced. The awarding Court should take into account the hours spent on
unsuccessful claims, duplicated effort, or otherwise unproductive time. McGreevy, supra, at

1 292. The defense employed one attorney with 34 years of experience in practicing law in King
2 County. Defense counsel's hourly rate is \$250. The Court may consider the hourly rate of
3 opposing counsel in deciding whether to award the requested fees. **Absher Construction**
4 **Company v. Kent School District No. 415, 79 Wash. App 841, 847, 917 P.2d 1086 (1996).**

5 The Plaintiffs' claim that that they had over \$800,000 at risk is simply not supported by
6 the record.

7 **VI. CONCLUSION**

8 The Court should limit any right to fees to the Plaintiffs Harminder Kaur and Kamaljit
9 Singh under the Operating Agreement and the Agreement between Harit Kaur and Harminder
10 Kaur. Plaintiffs are not entitled to fees against Jasbir Kaur Grewal under the Deed of Trust. The
11 Plaintiffs' request for fees is for an unreasonable amount of hours and for unreasonable rates.
12 The request should be reduced by a factor of not less than two-thirds upon review and
13 determination by the Court.

14 RESPECTFULLY SUBMITTED this 29 day of October 2014.

15 LEININGER & CHRISTENSON P.S.

16 
17 _____
18 Jack H. Leininger, WSBA #10674
19 Attorney for Defendants
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