

FILED
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2013 JUL -3 PM 2:01

LEGAL PROCESS #2

1 **LAW OFFICES OF ALDON L. BOLANOS**
ALDON L. BOLANOS, ESQ., SBN. 233915
2 NINE TWENTY-FIVE "G" STREET
3 SACRAMENTO, CALIFORNIA 95814
PH. 916.446.2800
4 FX. 916.446.2828
WWW.ALDONLAW.COM

5 Attorneys for Plaintiff Danilo SESE

6
7 State of California
8 County of Sacramento
9

10
11 Danilo SESE
12 Plaintiff,
13 v.
14 Wells Fargo Bank, N.A.,
15 Defendant.

Case No. 34-2013-00144287

**NOTICE OF MOTION FOR ATTORNEYS'
FEES AND COSTS AS PREVAILING
PARTY UNDER CALIFORNIA
HOMEOWNER BILL OF RIGHTS**

Date: August 1, 2013
Time: 2:00 p.m.
Dept: 53

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19 To all parties and their respective attorneys of
20 record:


21 You are hereby notified that on August 1, 2013 at 2:00
22 p.m., in Department 53, of the above-entitled court,
23 located at 800 9th Street, Sacramento, California, 95814,
24 Plaintiff Danilo Sese, through his counsel of record, will
25 and hereby does move for an order granting statutory
26 attorneys' fees and costs as the prevailing party under the
27 California Homeowner Bill of Rights.
28

1 The total fees and costs sought are **one hundred**
2 **thousand eight hundred sixty five dollars (\$100,865.00)**.

3 This court issues tentative rulings. If either party
4 wishes to contest the ruling, it must contact both the
5 court and the opposing party before 4 p.m. the court day
6 before the scheduled hearing. Otherwise the tentative
7 ruling will become the order of the court. Tentative
8 rulings are available for viewing at www.saccourt.ca.gov or
9 by telephoning Department 53 at 916.874.7858.

10 The motion will be based on this notice, the
11 accompanying Memorandum in Support, and the Declarations of
12 Aldon L. Bolanos, Esq., and Walter C. Dauterman, Jr., Esq.,
13 also concurrently filed.

14
15 Dated: July 3, 2013

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18 Aldon L. Bolanos, Esq.

19 Attorney for Plaintiff

20 Danilo Sese

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LEGAL PROCESS #2

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8 Attorneys for Plaintiff Danilo SESE

9 STATE OF CALIFORNIA
10 COUNTY OF SACRAMENTO

11 Danilo SESE
12 Plaintiff,
13 v.
14 Wells Fargo Bank, N.A.,
15 Defendant.

Case No. 34-2013-00144287

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ATTORNEYS' FEES AND
COSTS AS PREVAILING PARTY UNDER
CALIFORNIA HOMEOWNER BILL OF
RIGHTS

Date: August 1, 2013
Time: 2:00 p.m.
Dept: 53

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20 I. Introduction

21 Plaintiff Danilo Sese, through his counsel The Law
22 Offices of Aldon L. Bolanos, is the prevailing party under
23 the California Homeowner Bill of Rights. Specifically,
24 under the statute he obtained injunctive relief to stop the
25 foreclosure sale of his family home as against Wells Fargo
26 Bank. Now, he brings a motion for an award of statutory
27 attorneys' fees and costs incurred. As set forth below,
28 with a lodestar enhancement of 2.0 to account for the

1 novelty of the issues raised, the public rights vindicated,
2 and the highly contingent nature of recovery, the total
3 fees and costs sought are one hundred three thousand nine
4 hundred ninety five dollars (\$100,865.00).

5 Those fees are based on a reasonable hourly rate of
6 two hundred fifty dollars per hour, commensurate with
7 counsel's market rate and the market rates of the
8 Sacramento legal community. Further, the hours expended
9 are reasonable because they are meticulously based on exact
10 contemporaneous time records maintained daily and provided
11 with the concurrently-filed declarations of Aldon L.
12 Bolanos, Esq., and Walter C. Dauterman, Jr., Esq.

13 Finally, the Ketchum factors announced by the
14 California Supreme Court to enhance a lodestar are all
15 present in spades. Now, the time has come to shake
16 American banking from its slumber and remind it that this
17 country is still one of people and not of corporations
18 while similarly sending a clear message to our brothers at
19 bar that it is their duty to represent people oppressed by
20 moneyed interests and that exercising that duty can provide
21 dividends as well.

22 23 II. Statement of Facts

24 On July 1, 2013, the court affirmed its tentative
25 ruling granting plaintiff's motion for a preliminary
26 injunction under the California Homeowner Bill of Rights.
27 Specifically, the court found that the plaintiff met his
28 burden of showing that he was improperly "dual tracked" in

1 loan modification negotiations and his home was about to be
2 foreclosed.

3 4 III. Law and Argument

5 Under the new California Homeowner Bill of Rights, a
6 party that obtains injunctive relief is a "prevailing
7 party" and is entitled to recover his reasonable attorneys'
8 fees and costs incurred in procuring that injunctive
9 relief. California Civil Code §2024.12(i).

10 In determining the amount of reasonable attorney fees
11 to be awarded under a statutory attorney fees provision,
12 the court begins by calculating the "lodestar" amount.
13 Bernardi v. County of Monterey, 167 Cal. App. 4th 1379,
14 1393. The "lodestar" is "the number of hours reasonably
15 expended multiplied by the reasonable hourly rate." Id.
16 To determine the reasonable hourly rate, the court looks to
17 the "hourly rate prevailing in the community for similar
18 work." Id. at 1394.

19 The California Supreme Court has further instructed
20 that attorney fee awards "should be fully compensatory."
21 Id., citing Ketchum v. Moses (2001) 24 Cal. 4th 1122, 1133.
22 Thus, an attorney fee award should ordinarily include
23 compensation for all of the hours reasonably spent,
24 including those relating solely to the fee. Bernardi at
25 1394, and again citing Ketchum at 1133.

26 The California Supreme Court has further instructed
27 that the lodestar amount could be adjusted upwards by the
28 court based on the following factors: 1) the novelty and

1 difficulty of the questions involved; 2) the skill
2 displayed in presenting them; 3) the extent to which the
3 nature of the litigation precluded other employment by the
4 attorneys, and 4) the contingent nature of the fee award.
5 Bernardi at 1399, citing Ketchum at 1132.

6 Indeed, an enhancement of the lodestar amount to
7 reflect the contingency risk is "one of the most common fee
8 enhancers." Id. The purpose of a fee enhancement, or
9 multiplier, for contingent risk is to bring the financial
10 incentives for attorneys enforcing important rights into
11 line with incentives they have to undertake claims for
12 which they are paid on a fee-for-services basis. Ketchum
13 at 1132. Thus, the lodestar enhancement is "intended to
14 approximate market-level compensation for such services,
15 which typically includes a premium for the risk of
16 nonpayment of attorney fees. Id. at 1138.

17 The courts have long recognized "that privately
18 initiated lawsuits are often essential to the effectuation
19 of the fundamental public policies embodied in
20 constitutional or statutory provisions and without some
21 mechanism authorizing the award of attorneys' fees, private
22 actions to enforce such important public policies will as a
23 practical matter frequently be infeasible. *Prentice v.*
24 *Flannery*, (2001) 26 Cal. 4th 572, 583-584.

25 The lodestar is the reasonable number of hours worked
26 to procure the result, multiplied by the reasonable rate of
27 compensation in the relevant legal community. Here, Mr.
28 Sese's attorneys provide their contemporaneous billing

1 statements to demonstrate the nature of the services
2 rendered and the time taken to properly prepare the case.
3 Indeed, as set forth in the declaration of Bolanos, not
4 only were novel and complex issues raised by this matter,
5 but the defense made the case extremely complex by
6 advancing several completely new arguments for the logical
7 extension of other laws and the abrogation of the
8 California Homeowner Bill of Rights.

9 Those arguments included one of retroactive
10 application of a new statute, of federal preemption of the
11 Homeowner Bill of Rights by an archaic federal banking law,
12 and of a federal "safe harbor" created by the National
13 Mortgage Settlement in a 212-page exhibit to that
14 settlement before the district court in Washington D.C. It
15 should be abundantly clear from the record before this
16 court that the bank deftly created a number of complex
17 issues which were ones of first impression both for Mr.
18 Sese's counsel and likely for this court. These issues
19 merited heightened diligence and vigilance in preparing Mr.
20 Sese's case.

21 As regards the relevant legal community and hourly
22 rate of compensation, again as set forth in the Bolanos
23 Declaration the market-based rate is two hundred fifty
24 dollars per hour. This is based both on the fact that this
25 rate is the one charged to Mr. Bolanos' business litigation
26 clients, and on the fact that numerous other attorneys with
27 experience similar to that of Mr. Bolanos' ten years charge
28 a substantially higher market rate for essentially

1 providing the same legal services. Add into the equation
2 that Mr. Bolanos appears to be a leading attorney at the
3 forefront of homeowner rights, and it should be clear to
4 the court that this hourly rate is commensurate with the
5 skill, thoroughness and dedication displayed in this case.

6 Finally, a lodestar enhancement is warranted because
7 all of the factors announced by the California Supreme
8 Court are present here. Specifically, the questions
9 presented were novel and complex as the law under which Mr.
10 Sese brought his claim is brand new and the defense raised
11 several complex questions of federal law and state
12 retroactivity analysis which were literally questions of
13 first impression for this court and for plaintiff's
14 counsel.

15 Second, Mr. Sese's counsel displayed exceptional skill
16 in presenting his case, going so far as to conduct last
17 minute research and preparation after Wells Fargo submitted
18 an eleventh hour filing the night before the hearing which
19 claimed that the issue was moot because another corporate
20 entity in the State of Delaware had recently filed for
21 Chapter 11 reorganization. It took extreme dedication to
22 research the contentions made by this late filing and
23 present the court the very next day with a competent and
24 cogent (and ultimately winning) rebuttal to the late
25 claims.

26 This, coupled with the bank's initial opposition which
27 raised several issues of federalism and retroactivity of a
28 new law, means that because Mr. Sese's attorneys were able

1 to ably refute these novel and complex arguments, a great
2 deal of skill was required and involved. Specifically, the
3 defense contended that an archaic federal law, the Home
4 Owners Loan Act, completely "occupied the field" such that
5 the Homeowner Bill of Rights was completely inapplicable to
6 any foreclosure! Such a result would have literally
7 suffocated the law in its cradle. In response, it took
8 extensive research and reconstruction of congressional and
9 judicial intent as regards "banking law" in order to craft
10 the ultimately victorious analysis.

11 Similarly, the bank contended that it was "in
12 compliance" with the National Mortgage Settlement from U.S.
13 District Court in the District of Columbia. For this
14 reason, it contended it had a "safe harbor" which again
15 prevented the action in its entirety. Again, such a
16 conclusive argument, if it prevailed, would have wholly
17 castrated California's new law and completely shielded the
18 banks from any judicial oversight. In response, it took
19 extensive research into an exhibit to that consent judgment
20 which was hundreds of pages long. Only buried in the
21 annotated exhibit was the winning response: the consent
22 judgment also expressly prohibited dual tracking, such that
23 Wells Fargo was not "in compliance" with anything. Again,
24 only exceptional skill and diligence saved the case and the
25 new law from being irreparably compromised.

26 Finally, the defense contended that a retroactive
27 application of a "saving clause" in the new law would save
28 it from liability. Again, extensive research and

1 preparation were required in order to demonstrate the
2 complete lack of legislative intent toward retroactivity,
3 and the correct case citations to demonstrate a judicial
4 reluctance to apply statutes retroactively.

5 Next, this litigation vindicated an important public
6 right and issue at the forefront of California
7 jurisprudence. It required Mr. Sese's attorneys to devote
8 nearly all their time to preparing his case in the crucible
9 of shortened time and in the face of a potentially
10 disastrous result - the loss of the family home. Moreover,
11 the litigation was extremely contingent in nature and there
12 was no precedent whatsoever for the proposition that Mr.
13 Sese's attorneys would ever be paid for their efforts.
14 Rather, this case demonstrates perfectly the rationale for
15 fee shifting awards and for enhancements - it is a case
16 vindicating a public right which without such awards the
17 legal profession would not be inducted to pursue.

18 Therefore, it is of paramount importance that this
19 court recognize this reality and the public right at stake,
20 and send a clear message to our legal community that there
21 are substantial financial incentives to helping people
22 against the banks. For too long the banks have operated
23 from a position of power and impunity, and a cursory glance
24 at the court's law and motion docket on any given day will
25 reveal the extent of the bank's dominance against litigants
26 who are unrepresented by counsel.

27

28

1 IV. Conclusion

2 For the foregoing reasons, it is respectfully
3 requested that this court order defendant to pay attorneys'
4 fees and costs.

5 As set forth in his concurrently-filed declaration,
6 Mr. Bolanos worked 142.8 hours on this matter. At the rate
7 of two hundred fifty dollars per hour, his reasonable fee
8 is thirty five thousand, seven hundred dollars
9 (\$35,700.00.00). With the lodestar enhancement of 2.0, the
10 total fees are seventy one thousand four hundred dollars
11 (\$71,400.00).

12 As set forth in his concurrently filed declaration,
13 Mr. Dauterman worked 36.9 hours on this matter. At the
14 rate of two hundred fifty dollars per hour, his reasonable
15 fee is five thousand seven hundred dollars (\$9,225.00).
16 With the lodestar enhancement of 2.0, the total fees are
17 eighteen thousand four hundred fifty dollars (\$18,450.00).

18 Also as set forth in the declaration of Aldon L.
19 Bolanos concurrently filed, the total costs sought are
20 eleven thousand fifteen dollars and include the bond
21 imposed in this case of ten thousand dollars (\$11,015.00).

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1 In light of the foregoing, the total fees and costs
2 with the lodestar enhancement is ninety five thousand nine
3 hundred ninety five dollars (\$100,865.00).

4
5 Respectfully Submitted,

6 Dated: July 3, 2013

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9 Aldon L. Bolanos, Esq.

10 Attorney for Plaintiff

11 Danilo Sese

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12 Plaintiff,
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15 Defendant.
16
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Case No. 34-2013-00144287

**DECLARATION OF WALTER C.
DAUTERMAN, JR.**

Date: August 1, 2013
Time: 2:00 p.m.
Dept: 53

18
19 I, Walter C. Dauterman, Jr., Esq., do declare as
20 follows:

21 1. I am counsel for plaintiff in this action and make
22 this declaration on my own personal knowledge. If called I
23 could and would testify competently to everything contained
24 herein.

25 2. I am an attorney with the Law Offices of Aldon L.
26 Bolanos. Per office policy, I keep a daily contemporaneous
27 record of all my time expended on every case for which I
28 provide legal services and representation. My purpose for

1 tracking my time daily is to ensure that I am properly
2 compensated by the office's clients. In addition, I
3 perform a substantial amount of legal services in fee-
4 shifting employment law cases. In those cases, the
5 prevailing party is entitled to recover statutory
6 attorneys' fees and must provide a contemporaneous time
7 record to the court as part of any fee motion. Therefore,
8 in order to ensure accurate reporting, I have been
9 instructed and directed by Mr. Bolanos to track all my time
10 to the tenth of an hour. A true and correct printout of
11 my time expended in the Sese matter is attached hereto as
12 Exhibit 1.

13 3. My legal services are billed at two hundred fifty
14 dollars per hour. For cases in which I provide market-
15 based legal services, this is the rate that the office's
16 clients pay for my services. Approximately eighty percent
17 of the cases with the office and on which I work are
18 market-based cases in which I am compensated on an hourly
19 basis.

20 4. I believe this rate is also commensurate with the
21 legal community of Sacramento. In fact, I believe it is
22 actually substantially lower than what most attorneys in
23 this location are able to charge. Indeed, I am personally
24 aware that a close personal friend of mine in a well-known
25 law firm here charges four hundred ninety dollars per hour.
26 The bulk of his cases relate to representing a bank in
27 connection with cases similar to the Sese case.

28

1 5. I also believe that all of the hours expended by this
2 office were reasonable in this case. Both Mr. Bolanos and
3 myself have recently found ourselves at the forefront of
4 Homeowner Bill of Rights litigation after we were featured
5 in the Sacramento Bee and the San Francisco Daily Journal,
6 as well as a number of online publications, for our having
7 secured the first preliminary injunction under the new law.
8 As a consequence of this press exposure, we have been
9 literally inundated with calls from prospective clients and
10 attorneys alike, all seeking our guidance in this new area
11 of law.

12 6. In connection with the specific Sese case, the defense
13 presented several new and complex legal arguments which
14 were issues of first impression both for us and in all
15 likelihood for the court. We were required to conduct
16 extensive research and strategizing in order to competently
17 meet these arguments and expose them as the fallacies they
18 were. Consequently, as set forth in the timesheets, all of
19 the time expended in that regard was absolutely necessary
20 in order to prevail in this matter on behalf of our client.

21 I declare on penalty of perjury under the laws of the
22 State of California that the foregoing is true and correct,
23 so help me God.

24 Dated: July 3, 2013

25 

26
27 Walter C. Dauterman, Jr., Esq.

28

EXHIBIT 1

BILLING STATEMENT OF WALTER
C. DAUTERMAN, JR.

CASE: SESE V. WELLS FARGO

ATTORNEY: WALTER C. DAUTERMAN, JR., ESQ.

- 130526 MEETING WITH PROSPECTIVE CLIENT RE: HOMEOWNER BILL OF RIGHTS CASE AND DISCUSS FACTS AND LEGAL ISSUES (1.5); FURTHER MEETING WITH CLIENT RE: ISSUES AND PREPARATION OF DECLARATION (3.2); 4.7
- 130527 REVIEW AND ANALYSIS OF ALL CLIENT DOCUMENTS (1.0); LEGAL RESEARCH RE: HOMEOWNER BILL OF RIGHTS (2.1); MEET WITH BOLANOS RE: CAUSES OF ACTION UNDER HOBR (.8); REVIEW AND REDLINE COMPLAINT (.6); 4.5
- 130528 RESEARCH RE: TRO FILING AND INJUNCTION FILING REQUIREMENTS (1.0); CONTINUE RESEARCH RE: HOMEOWNERS BILL OF RIGHTS (1.0); ASSIST WITH PREPARATION OF DOCUMENTS FOR FILING (.8); 1.8
- 130529 MEET WITH BOLANOS (.6); .6
- 130530 CONTINUE AND COMPLETE LEGAL RESEARCH RE: STANDARD FOR TEMPORARY RESTRAINING ORDER IN STATE COURT AND PREPARE CHECKLIST OF DOCUMENTS RE: SAME (.4); CONTINUE AND COMPLETE LEGAL RESEARCH: STANDARD FOR PRELIMINARY INJUNCTION IN STATE COURT AND REQUIRED SUPPORTING DOCUMENTATION (.5); MEET ALDON (.5); 1.4
- 130601 MEET WITH BOLANOS RE: DOCUMENTS NECESSARY FOR INJUNCTION (.7); .7
- 130602 REVIEW ALL DOCUMENTS IN ADVANCE OF FILING (1.3); MEET WITH ALDON (.5). 1.8
- 130603 PREPARE FOR AND MEET WITH BOLANOS RE: FINAL DOCUMENTS (1.5); 1.5
- 130611 MEET WITH ALDON (.5); .5
- 130617 RECEIPT AND REVIEW AND ANALYSIS OF DEFENSE MEMORANDUM IN OPPOSITION (.5); RECEIPT AND REVIEW AND ANALYSIS OF DECLARATION BY BANK EMPLOYEE IN OPPOSITION (.5); MEET WITH BOLANOS RE: SAME (.8). 1.8
- 130619 REVIEW REPLY DRAFTS AND LEGAL RESEARCH PREPARED BY BOLANOS (.6); PREPARE FOR AND MEET WITH BOLANOS RE: ISSUES (1.2); 1.8
- 130620 PREPARE FOR AND MEET WITH BOLANOS RE: CASE STATUS PREPARATION UPDATE AND STRATEGIZE (1.4). 1.4

- 130621 REVIEW DEFENSE PAPERS AND OUR DRAFT RESPONSE (1.0); PREPARE FOR MEETING WITH BOLANOS (.3); MEET WITH ALDON (1.0). **2.3**
- 130622 PREPARE FOR AND MEET WITH ALDON RE: CASE STRATEGY (1.3). **1.3**
- 130623 REVIEW AND ANALYZE AND REDLINE FINAL DRAFT REPLY DOCUMENTS (1.5); MEET WITH ALDON RE: FINAL DRAFT (1.0); ASSIST WITH PREPARING EXHIBITS (.6); **3.1**
- 130624 MEET WITH BOLANOS RE: FINAL DRAFT DOCUMENTS (.5). **.5**
- 130630 ELECTRONIC MAIL CORRESPONDENCE FROM OPPOSING COUNSEL RE: TRUSTEE BANKRUPTCY AND DEMAND TO TAKE INJUNCTIVE RELIEF MOTION OFF-CALENDAR (.4); CONFERENCE WITH BOLANOS RE: SAME AND APPROPRIATE RESPONSE AND DIVISION OF DUTIES RE: SAME (1.5); **1.9**
- 130701 MEET WITH BOLANOS RE: ISSUES (.7). ATTEND HEARING ON PRELIMINARY INJUNCTION (1.0); MEET WITH CLIENT RE: BOND REQUIREMENT (.8); **2.5**
- 130702 MEET WITH ALDON RE: BOND AND FEES (.8). PREPARE FEE DECLARATION AND REVIEW BILLING FOR ACCURACY (2.0). **2.8**

TOTAL HOURS: 36.90

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10 State of California
11 County of Sacramento

12 Danilo SESE

13 Plaintiff,

14 v.

15 Wells Fargo Bank, N.A.,

16 Defendant.

Case No. 34-2013-00144287

DECLARATION OF ALDON L. BOLANOS

Date: August 1, 2013

Time: 2:00 p.m.

Dept: 53

17
18
19 I, Aldon L. Bolanos, Esq., do declare as follows:

20 1. I am lead trial attorney for plaintiff in this action
21 and make this declaration on my own personal knowledge. If
22 called I could and would testify competently to everything
23 contained herein.

24 2. I record all of the time I spend performing legal
25 services in a daily timesheet, down to one-tenth of an hour
26 (six minutes). This is my practice for two reasons.
27 First, I provide a substantial amount of hourly market-
28 based legal services to my clients. Monthly my office

1 prepares invoices to those clients and includes a detailed
2 statement of the services rendered with the invoice.
3 Second, another portion of my practice involves both
4 prisoner rights cases in federal court and employment
5 discrimination cases in both state and federal court. For
6 those cases, there are "fee shifting statutes" similar to
7 the one in the Homeowner Bill of Rights. As a prevailing
8 party, I am required to submit contemporaneous records with
9 any fee petition submitted to the court. Thus, to ensure a
10 complete accuracy of all my time, I keep a daily log of
11 contemporaneous journal entries detailing the service
12 rendered and the time expended in performing those
13 services. Often, at the end of a particular billing period
14 I will "cut" my hours to ensure my invoices to my clients
15 are reasonable. But this is a business decision. In fee-
16 shifting statutes, I do not cut my hours and in this matter
17 I have not cut my hours expended in obtaining injunctive
18 relief for the homeowner.

19 3. I have been a practicing civil litigator for
20 approximately ten years, having held associate positions
21 with civil litigation law firms in Los Angeles, San
22 Francisco, and then here in Sacramento. Based on that
23 experience, I am familiar with the market-based rates of
24 compensation for attorneys in all three locations. Thus,
25 while Los Angeles is a more expensive market for legal
26 services than is Sacramento, still this market does allow
27 attorneys of my skill and competence to demand and receive
28 a market-based fee of two hundred fifty dollars per hour

1 and I regularly charge such an hourly rate to my market-
2 based clients. If the matter became an issue, I could
3 certainly produce a number of contracts in which I am
4 currently being compensated this amount. Conversely, other
5 attorneys in the community with whom I associate and who
6 are of a similar level of experience often demand and do in
7 fact receive substantially greater compensation than that
8 amount. For example, I am personally aware of an attorney
9 who performs foreclosure-related litigation legal services
10 to a national bank, and is based here in Sacramento. This
11 individual attorney has only one more year of experience
12 than me, yet charges his clients four hundred ninety
13 dollars per hour. I am not naming the attorney or the
14 client here on privacy grounds, but will certainly provide
15 that information if it becomes an issue. Regardless, I am
16 certain that the lead trial counsel for the defense,
17 located in Pasadena, likely has a substantially higher rate
18 of compensation his legal services in this matter.

19 4. In the Homeowner Bill of Rights cases, this is my
20 second such case applying the new law and my first in state
21 court. Thus, because the law is new and I have never
22 sought or obtained injunctive relief in state court under
23 the new law, and frankly I am also certain that none of my
24 colleagues in this legal community have done this either,
25 my time was spent attempting to grasp the new law and
26 muster the evidence in support of my client under the
27 standards announced by that law. This undertaking was
28 certainly not "garden variety" and did require a heightened

1 amount of preparation to adequately present the novel
2 issues at work. In this sense, "newness" is similar to
3 "novelty." Moreover, as further set forth herein the
4 defense did raise a number of compelling but ultimately
5 failing legal arguments against us, none of which anyone
6 had ever encountered before. I understand that the novelty
7 of the legal proceeding is a factor in determining whether
8 the court awards a multiplier on lodestar fees.

9 5. Adding to the extreme pressure here was the fact that
10 the sale date of my client's family home was literally mere
11 days away when I first met with him. Thus, my response was
12 literally to "drop everything" and to immerse myself in the
13 case to both obtain the temporary restraining order and to
14 prepare the evidence for the injunction. Consequently, the
15 nature of the litigation meant I was absolutely precluded
16 from working on another else other than this case while I
17 was preparing our case for the injunction proceeding. I
18 understand this is a factor in determining whether the
19 court awards a multiplier on lodestar fees.

20 6. I believe I exhibited exceptional skill in presenting
21 the case to the court and obtaining this result. The
22 client had extensive documentation in his communications
23 with the bank toward substantiating his loan modification,
24 and also had substantial oral telephonic communications
25 which required me to spend a great deal of time and energy
26 properly preparing his evidence for the case. Moreover,
27 the bank responded with a variety of exotic and esoteric
28 arguments against our efforts, including invoking federal

1 law and decisions, one in U.S. District Court in the
2 District of Columbia, and the other an archaic federal
3 statute (the Home Owners Loan Act), to contend it was
4 altogether immune to the California Homeowner Bill of
5 Rights. This required me to conduct extensive research
6 into foreign jurisdictions and pour over extensive caselaw
7 in order to ultimately craft a winning response.
8 Additionally, the defense required me to prepare a detailed
9 analysis on retroactivity of statutes and to refute
10 unpublished district court cases where the defense
11 attorneys were the counsel of record. Then, literally on
12 the very eve of the injunction hearing, the defense
13 dropping a new and unbriefed argument by e-mail that the
14 entire proceeding was moot due to a third federal
15 proceeding located in Delaware. This required me to engage
16 in emergency last minute research under the "midnight oil"
17 in order to muster a cogent response in literally less than
18 24 hours. Moreover, we did prevail outright on all issues.
19 I understand that difficulty of issues and the skill in
20 presenting them are factors in determining whether to award
21 a multiplier.

22 7. Whether I would be compensated at all was always in
23 doubt. My client's business had faltered, causing him to
24 fall behind on the payment of his promissory note for his
25 home loan. He did not and does not have the financial
26 means to compensate me on a market basis. Moreover, his
27 case presented a fundamental rights issue of critical
28 importance to our state under the Homeowner Bill of Rights.

1 If we had failed, he and his family would literally be
2 seeking refuge in a homeless shelter. Thus, given the
3 important public rights at issue and the imminent danger of
4 immediate harm to Mr. Sese and his family, and along with
5 the fact that he was not in a position to compensate me, I
6 took the case on a contingency basis. Given the untested
7 nature of the new statute, it seemed substantially likely
8 that I would never receive any compensation for my efforts.
9 Despite that, I wanted to vindicate what I believe to be an
10 important and fundamental legal issue facing our society
11 today. I believe that history will remember this skirmish
12 and smile on those advocates who took up the cause of the
13 homeowner against the oppression of large banks. On this
14 subject, I understand that the contingent risk of not
15 receiving any compensation in enforcing important rights
16 and fundamental public policies are factors in determining
17 whether to award a lodestar enhancement.

18 8. In order to ensure that the pleadings and papers on
19 file in this action were complete and accurate, and in
20 order to ensure we had the best probability of prevailing,
21 on several occasions between filing the complaint and the
22 injunction hearing I worked a substantial number of hours
23 in the workday, usually exceeding eight hours in a single
24 day. This was accomplished by working essentially three
25 "shifts": a morning shift from seven until noon, an
26 afternoon shift from one to six, and then a night shift
27 from seven-thirty to eleven-thirty. While this schedule is
28 unsustainable, it is something to which I have resorted in

1 the past when on crucial deadlines and managing my civil
2 practice.

3 9. A true and correct copy of my contemporaneous time
4 records for legal services rendered in this matter is
5 Exhibit 1 hereto. The total number of hours expended in
6 prevailing for my client under the Homeowner Bill of Rights
7 is 142.8 hours. At the rate of compensation of two hundred
8 fifty dollars per hour, I believe the reasonable lodestar
9 is \$35,700.00. I also believe that because fundamental
10 public policies are at issue here and because of the novel
11 and complex issues raised, a lodestar enhancement of 2.0 is
12 wholly appropriate. Indeed, it is my hope that a
13 substantial award in this case will encourage my brethren
14 in the California Bar to take up the cause of the homeowner
15 while simultaneously giving banks and their legal counsel
16 pause before they try and foreclose on people's homes. For
17 this reason, attorney fees of \$71,400.00 are appropriate.

18 10. I have reviewed Mr. Dauterman's timesheet and find it
19 to be accurate. He worked a total of 36.9 hours. At the
20 rate of two hundred fifty dollars per hour, I believe his
21 reasonable lodestar in this case is \$9,225.00. With the
22 public policy enhancement, that amount becomes \$18,450.
23 Thus, combining my time with his, **we seek a lodestar with**
24 **enhancement of \$89,850.00.**

25 11. I advanced and incurred the following costs in
26 prevailing for my client under the Homeowner Bill of
27 Rights: court filing fees for the lawsuit and three motions
28 (one for the temporary restraining order, one for the

1 injunction, and one for the attorney fee motion) in the
2 amount of six hundred fifteen dollars (\$615.00). I further
3 incurred attorney service of process costs of three hundred
4 and twenty-five dollars (\$325.00). Finally, I incurred
5 filing and set-up costs of seventy-five dollars (\$75.00).
6 The bond required in this case to obtain injunctive relief
7 is also ten thousand dollars (\$10,000.00). Thus, the total
8 costs incurred in this matter and being sought in this
9 matter is eleven thousand fifteen dollars (\$11,015.00).
10 12. In light of the foregoing, the reasonable attorney fee
11 and costs sought is in the sum total amount of \$100,865.00.

12
13 I declare on penalty of perjury under the laws of the
14 State of California that the foregoing is true and correct,
15 so help me God.

16
17 Dated: July 3, 2013 .

18
19 
20 Aldon L. Bolanos, Esq.

EXHIBIT 1

BILLING STATEMENT OF ALDON L.
BOLANOS

CASE: SESE V. WELLS FARGO

ATTORNEY: ALDON L. BOLANOS

- 130526 MEETING WITH PROSPECTIVE CLIENT RE: HOMEOWNER BILL OF RIGHTS CASE AND DISCUSS FACTS AND LEGAL ISSUES (1.5); PREPARATION OF RETAINER FOR SIGNATURE AND GOING FORWARD (.5); FURTHER MEETING WITH CLIENT RE: ISSUES AND PREPARATION OF DRAFT DECLARATION OF MATERIAL FACTS (3.2); RESEARCH POSSIBLE DEFENDANTS AND JURISDICTIONAL ISSUES RELATED TO EACH (.7). **5.9**
- 130527 REVIEW AND ANALYSIS OF ALL CLIENT DOCUMENTS (1.5); LEGAL RESEARCH RE: POTENTIAL CAUSES OF ACTION IN DRAFTING COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF UNDER HOMEOWNER BILL OF RIGHTS TO ENSURE PLEADING SUPPORTS INJUNCTIVE RELIEF (2.0); PREPARATION OF MEMORANDUM TO FILE RE: CAUSES OF ACTION UNDER HOBR AND ELEMENTS OF EACH (1.0); MEET WITH DAUTERMAN RE: CAUSES OF ACTION UNDER HOBR AND STRATEGIZE SAME (.8); BEGIN PREPARATION OF DRAFT COMPLAINT FOR DAMAGES UTILIZING LEGAL RESEARCH (2.0); PREPARATION OF SUMMONS (.2); PREPARATION OF CIVIL CASE COVER SHEET (.2); RESEARCH POTENTIAL FEDERAL LAWSUIT FOR INJUNCTIVE RELIEF AND JURISDICTIONAL ISSUES RELATED TO DIVERSITY OF WELLS FARGO (1.2); **8.9**
- 130528 CONTINUE AND REVISE AND COMPLETE DRAFT COMPLAINT FOR DAMAGES UNDER HOBR FOR INJUNCTIVE RELIEF (1.5); PREPARATION OF MEMORANDUM AND SUPPORTING AUTHORITY FOR TEMPORARY RESTRAINING ORDER IN ADVANCE OF PREPARING MEMORANDUM TO COURT FOR TRO (1.0); PREPARATION OF EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER (2.0); CONTINUE AND COMPLETE AND REVISE DECLARATION OF SESE AND OBTAIN CLIENT SIGNATURE (2.0); PREPARE DOCUMENTS FOR FILING AND FILE ALL (1.5); **8**
- 130529 VOICEMAIL FROM OPPOSING COUNSEL (.1); RESEARCH OPPOSING COUNSEL AND LAW FIRM (.2); MEET WITH DAUTERMAN BEFORE RETURNING THE CALL RE: STRATEGIZE TOWARD OBTAINING RELIEF FROM FORECLOSURE SALE DATE (.6); **.9**
- 130530 PREPARATION FOR AND ATTENDANCE AT EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER (2.5); LEGAL RESEARCH: HOMEOWNER BILL OF RIGHTS STATUTORY TEXT (1.0); LEGAL RESEARCH: STANDARD FOR PRELIMINARY INJUNCTION IN STATE COURT AND REQUIRED SUPPORTING DOCUMENTATION (1.0); RESEARCH CASELAW ON HOMEOWNER BILL OF RIGHTS AND TEMPORARY RESTRAINING ORDER AND INJUNCTION (1.0); PREPARATION OF MEMO SUMMARY RE: RELEVANT CASES AND LEGAL STANDARDS (.5). PREPARATION OF FORMAL PROPOSED

ORDER FOR EX PARTE APPLICATION AND RETURN TO COURT AND PRESENT SAME (1.0); PREPARATION OF ELECTRONIC MAIL CORRESPONDENCE TO OPPOSING COUNSEL RE: COURT ORDER AND FAX AND EMAIL COURT ORDER AND COVER TO OPPOSING COUNSEL AND FOLLOW WITH TELEPHONE (.3); MEET WITH WALT RE: CASE TASKS AND STRATEGIZE (.5); EMAIL OPPOSING COUNSEL THE PROOF OF SERVICE OF DOCUMENTS SERVED ON WELLS FARGO AFTER SCANNING SAME (.1). 7.9

130601 CONTINUE AND COMPLETE LEGAL RESEARCH RE: PRELIMINARY INJUNCTION (.5); PREPARATION OF NOTICE AND INITIATING DOCUMENTS ON MOTION FOR PRELIMINARY INJUNCTION (.5); RESEARCH RE: PROCEDURAL DOCUMENTATION FOR FILING IN SUPPORT OF SAME (.8); MEET WITH DAUTERMAN RE: DOCUMENTS NECESSARY FOR PROPER PRESENTATION OF INJUNCTION MOTION IN STATE COURT (.7); PREPARATION OF MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION (3.0); PREPARATION OF FURTHER DECLARATION OF SESE IN SUPPORT (2.0); PREPARATION OF DECLARATION OF BOLANOS IN SUPPORT (1.0); 8.5

130602 REVIEW AND ITEMIZE AND CATEGORIZE SUPPORTING DOCUMENTS SHOWING EVIDENCE OF DUAL TRACKING IN ADVANCE OF FILING MOTION FOR INJUNCTION (.9); MEETING WITH DAUTERMAN TO STRATEGIZE RE: WHICH DOCUMENTS TO PRESENT AND IN WHICH ORDER (.5); REVISE AND FINALIZE MEMORANDUM OF POINTS AND AUTHORITIES (.8); REVISE AND FINALIZE DECLARATION OF SESE (.5); PREPARATION OF REVISIONS TO DECLARATION OF BOLANOS ISO MOTION (.6); REVISE DOCUMENTS SUBMITTED IN SUPPORT OF MOTION WITH SESE DECLARATION (.4); PREPARATION OF PROOF OF SERVICE (.2); PREPARATION OF ALL DOCUMENTS FOR SCAN AND DELIVERY TO OPPOSING COUNSEL (.2); CHECK CODE RE: PROPRIETY OF ELECTRONIC MAIL CORRESPONDENCE BETWEEN COUNSEL IN LIEU OF MAIL SERVICE (.2); ELECTRONIC MAIL CORRESPONDENCE WITH OPPOSING COUNSEL RE: SERVICE OF DOCUMENTS BY PDF (.1). 4.5

130603 MEET WITH DAUTERMAN AND CONDUCT FINAL READ THROUGH AND PROOFREADING OF ALL DOCUMENTS (1.0); TAKE DOCUMENTS TO COURTHOUSE FOR FILING (.5); 1.5

130610 LEGAL RESEARCH: HOMEOWNER BILL OF RIGHTS AND AVAILABILITY OF ATTORNEYS FEES AND COSTS INCURRED ANNDLEGAL STANDARD AND PROCEDURE FOR CLAIMING STATUTORY ATTORNEYS' FEES (3.0); PREPARATIO OF MEMORANDUM TO FILE SUMMARIZING RELEVANT CASELAW RE: LODESTAR AND ENTITLEMENT TO FEES AN PRESENTATION OF MOTION FOR SAME IN STATE COURT PROCEEDING. (1.3). 4.3

- 130611 MEET WITH WALT RE: STRATEGIZE RE: POTENTIAL RESOLUTION OFFER (.5); TELEPHONE WITH CLIENT RE: SAME (.3); PREPARATION OF ELECTRONIC MAIL CORRESPONDENCE TO OPPOSING COUNSEL RE: ANALYSIS AND POTENTIAL FOR RESOLUTION (.5); 1.3
- 130617 RECEIPT AND REVIEW AND ANALYSIS OF DEFENSE MEMORANDUM IN OPPOSITION (1.2); RECEIPT AND REVIEW AND ANALYSIS OF DECLARATION BY BANK EMPLOYEE IN OPPOSITION (.9); MEET WITH DAUTERMAN RE: SAME (.8) REVIEW AND ANALYSIS OF CLIENT PROMISSORY NOTE AND DEED OF TRUST IN CONJUNCTION WITH DEFENSE MEMORANDUM (.6); RESEARCH RE: BANK HISTORY FROM WACHOVIA TO WELLS FARGO (.6); RESEARCH RE: RESPONDEAT SUPERIOR FOR SUBSEQUENT BANK TO BE LIABLE AND RESPONSIBLE FOR PREVIOUS BANK'S ACTIONS (1.0); REVIEW AND ANALYSIS OF US TREASURY OFFICE OF THRIFT SUPERVISION AND COMPTROLLER OF CURRENCY NAME CHANGE DOCUMENTS AND RESEARCH HISTORY AND STANDING ISSUES RE: SAME (1.4);. 6.5
- 130618 TELECON WITH CLIENT RE: PAYMENTS WERE MISSED AND WHY (.5); RESEARCH RE: NATIONAL MORTGAGE SETTLEMENT "SAFE HARBOR" AS ARGUED IN DEFENSE PAPERS AND PULL AND REVIEW SETTLEMENT AND ATTACHMENTS (3.6); PREPARE DRAFT ARGUMENTS ON REPLY (1.2); PULL AND ANALYZE WINTERBOWER CASE (.7); REVIEW HOBR LEGISLATION RE: SAFE HARBOR AND RESEARCH CASES DISCUSSING SAME (.9); 6.9
- 130619 CONTINUE REVIEW OF NATIONAL MORTGAGE SETTLEMENT SAFE HARBOR DOCUMENTS AND RESEARCH CASE PURPORTING TO GRANT SAFE HARBOR AND SHEPHERDIZE AUTHORITY CITED WINTERBOWER DECISION AS CITED BY OPPOSING COUNSEL (1.9); RESEARCH LEGAL STANDARD FOR CITATION TO UNPUBLISHED DECISIONS (.4); MEET WITH DAUTERMAN TO STRATEGIZE RE: SAFE HARBOR AND MORTGAGE SETTLEMENT ARGUMENT (.8); PREPARATION OF MEMO TO FILE RE: SUMMARY OF ISSUES AND POTENTIAL RESPONSES (.9); PREPARE FURTHER DRAFT REPLY ARGUMENT ON ISSUE OF UNPUBLISHED DECISIONS AND WINTERBOWER AND ITS UNDERLYING RATIONALES AND SAFE HARBOR ARGUMENT (1.3); RESEARCH RETROACTIVITY OF STATUTES ISSUE (2.5); RESEARCH CASES AND SHEPHERDIZE SAME BASED ON PRIOR ARGUMENTS BY SAME LAW FIRM REGARDING RETROACTIVITY (1.0); MEET WITH DAUTERMAN RE: RETROACTIVITY RESEARCH (.5); PREPARATION OF MEMORANDUM TO FILE SUMMARIZING ARGUMENT AND POTENTIAL AVENUES OF REPLY (.8); PREPARATION OF DRAFT ARGUMENT ON REPLY RE: RETROACTIVITY (1.0); MEET WITH DAUTERMAN RE: FURTHER ISSUES AND POTENTIAL PRESENTATION OF SAME (.4); 9.7
- 130620 REVIEW AND REVISE DRAFT ARGUMENTS ON SAFE HARBOR AND RETROACTIVITY (2.8); REVIEW BANK ARGUMENT RE: COMPLETE LOAN

MODIFICATION APPLICATION SUBMITTED (.5); TELECON WITH CLIENT RE: SAME (.3); REVIEW RELEVANT DOCUMENTATION (.8); MEET WITH DAUTERMAN TO STRATEGIZE RE: DOCUMENTATION IN SUPPORT OF REFUTING CONTENTION THAT MODIFICATION APPLICATION WAS INCOMPLETE (1.0); PREPARATION OF POTENTIAL ARGUMENTS ON REBUTTAL (1.3); PREPARATION OF MEMORANDUM SUMMARIZING BANK ARGUMENTS AND POTENTIAL AVENUES OF REPLY (.9); RESEARCH CIVIL CODE RE: COMPLETE APPLICATION AND DECLARATION OF DOLAN DOCUMENTS SUPPORTING BANK POSITION (.7); FURTHER TELECON WITH CLIENT (.3); **8.6**

130621 REVIEW AND ANALYZE ARGUMENT RE: FEDERAL PREEMPTION UNDER HOME OWNER LOAN ACT (.8); REVIEW AND ANALYZE DOCUMENTS SUBMITTED BY BANK ON DECLARATION IN SUPPORT OF ARGUMENT (.5); PULL AND SHEPHERDIZE MABRY AND PROGENY (1.0); PULL AND READ ZLOTNIK (1.0); SHEPHERDIZE ZLOTNIK (.6); REVIEW CITATION TO UNPUBLISHED OPINIONS (.3); PULL AND SHEPHERDIZE DELEON V. WELLS FARGO BANK (.6); PULL AND SHEPHERDIZE SILVAS V. ETRADE (.6); MEET WITH DAUTERMAN RE: STRATEGIZE ON REBUTTAL TO PREEMPTION ARGUMENT (1.0); PREPARATION OF DRAFT ARGUMENT IN REBUTTAL TO PREEMPTION ARGUMENT (1.1); RESEARCH FEDERAL PREEMPTION GENERALLY AND INSERT APPROPRIATE CASE LAW TO REPLY ARGUMENT (1.2); PREPARATION OF MEMORANDUM SUMMARIZING SAME (.9). **9.6**

130622 CONTINUE COMPLETE AND REVISE PREPARATION OF REBUTTAL TO FEDERAL PREEMPTION ARGUMENT (4.0); TELEPHONE WITH CLIENT RE: FACT CHECK (.4); PULL AND SHEPHERDIZE STEBLEY V. LITTON CITED IN FOOTNOTE TO DEFENSE OPPOSITION (.6); REVISE AND EDIT ALL PAPERS TO FINAL ROUGH DRAFT (2.3); MEET WITH DAUTERMAN TO STRATEGIZE RE: FINAL ROUGH DRAFT OF REPLY REBUTTAL PAPERS AND SUGGESTED REVISIONS THERETO (1.0); **8.3**

130623 PREPARATION OF REVISIONS TO REPLY FINAL ROUGH DRAFT AND INCORPORATE SUGGESTED CHANGES FOR READIBILITY AND PRESENTATION (3.0); CONTINUE AND COMPLETE FINAL DECLARATION OF BOLANOS (.8); CONTINUE AND COMPLETE FINAL REPLY DECLARATION OF SESE (.8); MEET WITH DAUTERMAN RE: FINAL DRAFT (1.0); ASSEMBLE EXHIBITS TO DECLARATIONS (.8); PREPARE SHORT REPLY ARGUMENT ON BALANCE OF EQUITIES (1.0); READ AND RESEARCH ALCAREZ CASE CITED BY DEFENSE (.8). RESEARCH CASES RE: BOND ISSUE AND PREPARE REPLY ARGUMENT RE: SAME (1.0); **9.2**

130624 MEET WITH DAUTERMAN RE: FINAL DRAFT AND SUGGESTED REVISIONS (.5); REVIEW REVISE AND FINALIZE FINAL DRAFT OF ALL DOCUMENTS IN

REPLY (1.0); PREPARE SAME FOR FILING AND FILE WITH COURT AND SCAN AND SERVE ON OPPOSING COUNSEL (1.5); **3.0**

130630 ELECTRONIC MAIL CORRESPONDENCE FROM OPPOSING COUNSEL RE: TRUSTEE BANKRUPTCY AND DEMAND TO TAKE INJUNCTIVE RELIEF MOTION OFF-CALENDAR (.2); EMERGENCY MEETING WITH DAUTERMAN RE: ADDRESS LATE FILED CONTENTIONS BY DEFENSE (1.5); LEGAL RESEARCH: DELAWARE BANKRUPTCY OF PARENT CORPORATION (1.3); LEGAL RESEARCH: CAL-WESTERN CORPORATION IN CALIFORNIA (.4); RESEARCH RE: MERS AND INTERCHANGEABILITY OF TRUSTEES (1.1); RESEARCH RE: NOTICE OF TRUSTEE SALE WITH TRUSTEE ISSUES (.8); MEET WITH DAUTERMAN RE: STRATEGIZE TO PREPARE SUR-REPLY TO LATE FILED ISSUES RAISED BY DEFENSE (1.0); PREPARATION FOR ORAL ARGUMENT AND DEFENSE COUNSEL ARGUMENTS (1.5); **7.8**

130701 CONTINUE LEGAL RESEARCH ON TRUSTEE ISSUES RAISED IN OPPOSING COUNSEL'S DECLARATION AND REVIEW MOTIONS IN BANKRUPTCY PROCEEDING TO CONTINUE ALL COMPANY OPERATIONS (2.2). ELECTRONIC MAIL CORRESPONDENCE EXCHANGES WITH OPPOSING COUNSEL (.3); MEETING WITH DAUTERMAN RE: POSSIBLE ORAL ARGUMENT RESPONSES TO TRUSTEE BANKRUPTCY ISSUE RAISED IN LATE FILED PAPERS (.7); PREPARATION OF PROPOSED ORDER BASED ON COURT TENTATIVE RULING (.5); EMAIL WITH OPPOSING COUNSEL RE: PROPOSED ORDER (.2); MEET WITH CLIENT IN ADVANCE OF PRELIMINARY INJUNCTION HEARING (.5); PREPARATION FOR AND ATTENDANCE AT HEARING ON PRELIMINARY INJUNCTION (2.5); MEET WITH CLIENT RE: BOND REQUIREMENT (.8); RESEARCH BOND REQUIREMENT ISSUES (1.2); **8.9**

130702 CONTINUE AND FOCUS LEGAL RESEARCH RE: FEES MOTION AND LODESTAR CALCULATION (2.0); LEGAL RESEARCH RE: ENHANCEMENT ON LODESTAR (2.0); PREPARATION OF DRAFT MEMORANDUM OF POINTS AND AUTHORITIES ON FEE MOTION (2.0); PREPARATION OF DECLARATION OF BOLANOS ISO MOTION (1.4); REVIEW REVISE AND FINALIZE MEMORANDUM AND DECLARATION (.9); MEET WITH DAUTERMAN AND INCORPORATE REVISIONS AND ADDITIONS (.8); **9.1**

130703 REVIEW REVISE AND FINALIZE ATTORNEY FEE AND COST MOTION (2.5); RESEARCH RE: BOND A RECOVERABLE COST (1.0); **3.5**

TOTAL HOURS: 142.8