

The Honorable Helen Halpert
Noting Date: Wednesday, September 3, 2014

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

NIKOLAY BELIKOV, a married individual;
TECHNO-TM ZAO, a Russian closed joint
stock company,

Plaintiffs,

v.

MARYANN HUHS and ROY E. HUHS, JR.
and the marital community thereof; R-
AMTECH INTERNATIONAL, INC., a
Washington corporation; TECHNO-TM, LLC,
a Nevada limited liability company;
SUNCADIA PROPERTIES, LLC, a Nevada
limited liability company,

Defendants.

CASE NO. 12-2-23972-0 SEA

FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND ORDER
FIXING AMOUNT OF REASONABLE
FEES AND EXPENSES

THIS MATTER having come before the Court on Plaintiff's Application for Order Fixing
Amount of Reasonable Fees and Expenses, and the Court having reviewed the pleadings and
evidence presented and on file in this case, and the Court being fully advised as to the issues
presented, the Court hereby finds:

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND
ORDER FIXING AMOUNT OF REASONABLE FEES AND
EXPENSES - 1

HELEN L. HALPERT, JUDGE KING
COUNTY SUPERIOR COURT

1 **FINDINGS OF FACT**

- 2 1. This complex commercial action took approximately two years to bring to trial. It
3 entailed review of over 30,000 documents delivered by defendant in response to
4 requests for production in an unsegregated mass. Because witnesses and parties lived
5 in Russia, Costa Rica and various parts of the United States, it was complicated for all
6 parties to prepare for trial.
- 7 2. Defendants litigated this case very aggressively, with an unsuccessful attempt to
8 remove the case to federal court and an unsuccessful motion for interlocutory review.
- 9 3. The court is satisfied that the billing statements submitted by plaintiff were
10 sufficiently detailed, even with redactions, for the court to conduct the detailed review
11 required when making a determination regarding the amount of attorneys' fees.
- 12 4. The court has reviewed the Declaration of Lawrence Locker, and the Exhibits thereto,
13 and is satisfied that the fees incurred were reasonable and necessary. The rates billed
14 by the attorneys are consistent with other attorneys in the community with similar
15 experience.
- 16 5. The breach of fiduciary duty claims permeate virtually the entire lawsuit. A strict
17 segregation is simply not possible, beyond that undertaken by plaintiff.

18 **CONCLUSIONS OF LAW**

- 19 1. This fee award is not based on a contract that provides for fees or on a statute that so
20 authorizes. Rather, the basis for this court's award of fees is equitable. *See e.g.*
21 *Green v. McAllister*, 103 Wn. App 452 (2000). Very little guidance is provided in the
22 case law as to how the court is to determine an equitable award. Plaintiff urges that
23 all fees reasonably incurred, less the segregated amount and 30% discount are
24 appropriate. Defendants simply argue that plaintiff did not adequately segregate those

1 fees connected with the claims based on breach of fiduciary duty and claims where
2 recovery was based on some other theory.

- 3 2. The segregation and discount taken by plaintiff is sufficient to meet the general
4 requirements of a fee award. See *Ethridge v. Hwang*, 105 Wn. App 447, 461
5 (2001)(“[T]he court is not required to artificially segregate time in a case. . .where the
6 claims all relate to the same fact pattern, but allege different bases for recovery.”
- 7 3. The court is satisfied that here, with mixed theories of recovery and the total amount
8 of the judgment, it is appropriate to award less than the total fees requested. The
9 court therefore is ordering defendants to pay \$900,000 of plaintiff’s attorneys’ fees,
10 finding this to be a reasonable and equitable award, given the behavior of all parties
11 and the issues presented and statutory costs in the amount of \$19,317.25. The court
12 declines to award the requested reasonable expenses.

13 **ORDER**

14 It is hereby ORDERED that plaintiff is awarded reasonable attorneys’ fees in the amount of
15 \$900,000 and expenses in the amount of \$19,317.25.

16 DATED this 10 day of September, 2014

17 *Signed electronically*

18 _____
19 THE HONORABLE HELEN HALPERT
20 KING COUNTY SUPERIOR COURT JUDGE

Presented by:

SUMMIT LAW GROUP PLLC
Attorneys for Plaintiffs

By */s/ Lawrence C. Locker*

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FINDINGS OF FACT AND CONCLUSIONS OF LAW AND
ORDER FIXING AMOUNT OF REASONABLE FEES AND
EXPENSES - 4

**HELEN L. HALPERT, JUDGE KING
COUNTY SUPERIOR COURT**

CERTIFICATE OF SERVICE

I hereby certify that on this day I caused the foregoing to be served, as indicated, upon the following:

Steven W. Block
Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101-3299
sblock@foster.com
(Via KCSC eService)

DATED this 25th day of August, 2014.

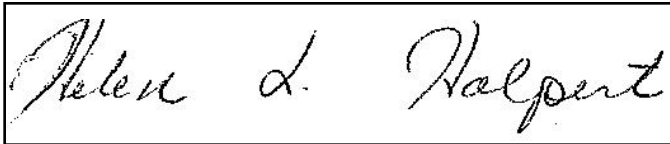
/s/ Marcia A. Ripley
Marcia A. Ripley

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND
ORDER FIXING AMOUNT OF REASONABLE FEES AND
EXPENSES - 5

**HELEN L. HALPERT, JUDGE KING
COUNTY SUPERIOR COURT**

King County Superior Court
Judicial Electronic Signature Page

Case Number: 12-2-23972-0
Case Title: BELIKOV ET ANO VS HUHS ET AL
Document Title: ORDER AND FINDINGS ON ATTORNEYS' FEES
Signed by: Helen Halpert
Date: 9/10/2014 11:44:18 AM

A rectangular box containing a handwritten signature in cursive script that reads "Helen D. Halpert".

Judge/Commissioner: Helen Halpert

This document is signed in accordance with the provisions in GR 30.
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