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DEC 10 2019

SMCBA MANDATORY  
FEE ARBITRATION PROGRAM  
Rev. 04/19

## Request for Arbitration of a Fee Dispute

The San Mateo County Bar Association Fee Arbitration Program is governed by the rules of procedure. If you do not have a copy, contact this office **IMMEDIATELY** at 650.298.4023 or download the rules from our website: [www.smcba.org](http://www.smcba.org). You should read the rules carefully and contact this office if you have any questions.

### Instructions:

- All sections of this form must be completed.
- Incomplete forms or completed forms without the required number of copies will not be accepted & will be returned.
- Sign and date where indicated below (the individual requesting for arbitration has to sign, not his/her counsel).
- Return the original and 4 copies of this form and all attachments, along with your filing fee, to:

San Mateo County Bar Association  
Attn: Fee Arbitration Program  
333 Bradford Street, Suite 200  
Redwood City, CA 94063

Failure to follow the instructions and/or not submitting this request form with the required copies within the time limitations could result in loss of your right to arbitrate your fee dispute.

Please print or type.

### 1. (a) Name of CLIENT:

PETER HO AND SHAN-YUAN HO  
Name  
889 GALINDO CT  
Box or Street Address  
MILPITAS, CA 95035  
City State Zip Code  
408-838-9116  
(Area Code) Day Time Telephone Number

peter.ho@gmail.com  
Email  
[REDACTED]

### (b) Name of INDIVIDUAL ATTORNEY

With whom there is a dispute:  
JOHN MINTON  
Name  
350 PRIMROSE RD  
Box or Street Address  
BURLINGAME, CA 94010  
City State Zip Code  
650-212-5900  
(Area Code) Day Time Telephone Number

jminton@ayhmh.com  
Email  
[REDACTED]

### (c) Person Who Paid Attorney's Fees: (if different from (a) above)

Name \_\_\_\_\_ Box or Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
(Area Code) Day Time Telephone Number \_\_\_\_\_

### 2. If you are, or will be, represented by an attorney in the arbitration, provide his/her information below:

Name \_\_\_\_\_ Box or Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
(Area Code) Day Time Telephone Number \_\_\_\_\_

**3.** The hearing in this matter will take place in the county where most of the legal services were provided. In what county were most the services provided?

SAN MATEO

County

9/14/17

Month/Day/Year

**4.** (a) When did the client hire the attorney?

(b) When did the attorney stop representing the client or provide a final bill (which ever is later)?

12/11/18

Month/Day/Year

**5.** What type of case was the attorney handling for the client? (Divorce, criminal, etc.)

PROBATE

**6.** Do you have a written fee agreement? If yes, **ATTACH a copy of fee agreement.**

*(THE COPY THAT WAS SENT TO COUNSEL WAS SIGNED)*

Yes  No

**7.** (a) Did the attorney give the client or person responsible for payment of the fees a written notice of their right to arbitration? If yes, **ATTACH a copy of Notice.**

Yes  No

(b) If yes, what date did the client receive the written notice?

Month/Day/Year

**8.** (a) Has the attorney filed a lawsuit to collect the fees or costs? If yes, **ATTACH a copy of Complaint.**

Yes  No

(b) If yes, has the client answered the lawsuit? If yes, **ATTACH a copy of Answer.**

Yes  No

**9.** Has the client filed a lawsuit against the attorney? If yes, **ATTACH a copy of Complaint.**

Yes  No

**10.** Were the fees ordered by the court or set by law? If yes, explain on a separate sheet and **ATTACH a copy of Court Order.**

Yes  No

**11.** Amount already paid to the attorney.

\$ 160,855.57

**12.** Additional amount, if any, the attorney says is still owed.

\$ — 0. —

**13.** Add lines 11 and 12.

\$ 160,855.57

**14.** Total amount you think the attorney should be paid.

\$ 56,650.00

**15. Client:** subtract line 14 from line 13. **Attorney:** subtract line 14 from line 11. **This is the disputed amount.**

\$ 104,205.57

**16. Filing Fee.** Enter the filing fee amount. \$ 6252.33 The filing fee is 6% of the disputed amount.

Fee disputes less than \$1000 will be decided by the SMCBA's Client Relations Committee, without a hearing.

**\*The filing fee amount shall not be less than \$100 and shall not exceed \$7,000.00.**

Make your check payable to the **San Mateo County Bar Association**. To pay by credit card, the client must come into the SMCBA office (address listed on pg.1 of this application). All major credit cards accepted. **Do not send cash.**

**17.** On a separate piece of paper provide a **comprehensive summary** of the nature of the fee dispute, attaching additional sheets as necessary and **attaching copies of billings and communications with the attorney regarding the fees.**

**18.** If the fee dispute is for less than \$15,000, it is heard by one (1) arbitrator. If it is for \$15,000 or more, it is heard by three (3) arbitrators. If both you and the attorney agree, you can have the dispute heard by one (1) arbitrator even if the dispute is for \$15,000 or more.

- My dispute is for less than \$1,000 and will be decided by the SMCBA's Client Relations Committee, without a hearing.  
 My dispute is for less than \$15,000.  
 My dispute is for \$15,000 or more and I **agree** to one arbitrator  
 My dispute is for \$15,000 or more and I **do not agree** to one arbitrator.

**19.** Unless both you and the attorney agree in writing to **BINDING ARBITRATION**, this arbitration is **NON-BINDING**.

**Non-Binding** either of you has the right to ask for a trial in a *civil court* within 30 days from the date the award is mailed to you. **If neither of you ask for a trial in 30 days of the date the award is mailed to you, the award automatically becomes final and binding.**

**Binding Arbitration** means that if you and the attorney **BOTH** agree in writing to make the arbitration **BINDING**, a trial may **not** be requested and the award will **immediately become final and no party may request further court proceedings**.

Do you agree to binding arbitration?  Yes  No

**20.** If the attorney represented the client in a civil matter, you are entitled to choose an arbitrator who practices civil law; if the attorney represented the client in a criminal matter, you are entitled to choose an arbitrator who practices criminal law. Please indicate your choice below.

- I do not have a preference.  
 I want an attorney who practices civil law as an arbitrator.  
 I want an attorney who practices criminal law as an arbitrator.

**21.** Are you willing to see if your case can be resolved through mediation prior to arbitration?

**Mediation** is a completely voluntary process in which a neutral third party will attempt to help the parties settle their case. If the parties are unable to resolve the dispute through mediation, the matter will proceed to arbitration. **Unless both you and the attorney agree to enter mediation, the case will proceed to arbitration.**

- I agree to participate in pre-arbitration mediation to see if the case can be resolved.  
 I do NOT agree to participate in pre-arbitration mediation to see if the case can be resolved.

I declare under penalty of perjury under the laws of the State of California that my statements on this request and any attachments are true and correct.



12-10-19

Sign here

Date

PETER HO

Signature of (print your name)



12-10-19

Sign

Date

SHAN-YUAN HO

Signature of (print your name)

## Comprehensive Summary

Mr. Minton represented us in a probate case against our father's caregiver to recover money the caregiver took from our father and his estate. For a short time, his firm also handled the Trust Administration. Mr. Minton said if we did some of the work we would save on attorney fees, but it turned out that even though we did most of the work on the case, we still got an extremely high bill. When we had to find new counsel, all the attorneys we talked to said we paid too much for what was done. Our new attorney wrote to us: "The fees that you paid to John Minton seem to be on the high side given the status of the case when we took over." During the time of representation, even though we questioned the high billing, Mr. Minton would occasionally reduce the bill by a small amount, and we always paid the reduced billing in order to maintain a good working relationship with our lawyer. We believe that even the discounted fees charged were excessive and improper.

Mr. Minton did the following work for our case before he said we were ready for trial and then dropped us: Initial Petition, Amended Petition, Written Discovery Requests, Written Discovery Responses, Motion to Compel, and two half-day depositions of the caregiver. He billed over \$173K for this.

### **Initial Petition (filed 9/19/17)**

The amount we paid for the drafting of the initial petition was unreasonable. We were billed 35.5 hours to draft the Initial Petition, whereas we think it should have taken at most 1 full day, or 8 hours. Mr Minton's associate Dan Lassen billed us 27.1 of those hours, while Mr. Minton billed 8.4 hours. When we complained about the amount of time they were pouring into the petition, Mr. Minton said the level of detail was necessary because it would be a good road map for all future proceedings in the case. Thus they continued to expend more time and money into creating an unnecessarily overly detailed Petition.

Some of the specific billing entries from Mr. Lassen are also questionable. He said he analyzed four email correspondences between us and the respondent's daughters, who are not part of the lawsuit. Mr. Lassen took 2 separate days (9/21/17 and 9/25/17) to "analyze" those emails. But these emails had nothing to do with the Petition. This work was unnecessary. It should have taken just 5-10 minutes to read them just once. We do not know what "analysis" was necessary. He should have quickly realized that there was nothing in those emails that could be used in the Petition. Indeed, none of the information in these emails was used in the Petition or Amended Petition.

We also provided many other far more important facts and information that Mr. Lassen should have read and familiarized himself with but didn't. After the Initial Petition was filed, Mr. Lassen requested a phone call with Peter on 9/26/17, and S.-Y. Ho joined that one-hour phone call. Mr. Lassen only wanted to know who was present during the recordings; he could have simply asked that in an email. Then, he kept asking if we had any questions. We asked several questions--all of which he could not answer. Everytime we asked him a question, he either

looked it up online while keeping us idle on the phone or responded with, "That's a good question for John." It was clear Mr. Lassen did not know many of the important facts and did not spend 48.2 hours up to that point reviewing the case based on the questions he asked, because everything he asked about was already in the file.

We also believe there is a big problem when the associate's billed hours are 2.42 times that of the partner's, and the associate's bill amount is almost twice that of the partner. We did not retain this law firm to assign the case to an associate working on his very first probate case. It seemed like we were paying the firm to train and educate their associate. It turned out that the work produced by the associate was not good and had to be re-done by the partner. Even though the partner billed at a higher rate, we would have preferred that he do the work directly. It would have been a lot more efficient not having to fix the associate's faulty work and not having to restore many important omissions.

#### **Amended Petition (filed 11/15/17)**

The Amended Petition was not much different from the Initial Petition, which we believe should have taken no more than a day, or 8 hours to complete. Yet, we were billed 58.6 hours for the Amended Petition. 30.6 of those hours were billed by Mr. Lassen. Like the Petition, his version of the Amended Petition was horrible. There were many factual and grammatical errors, and it was clear that it was not even read carefully. After the associate completed his work to our dissatisfaction, Mr. Minton ended up rewriting the Amended Petition and billed us an additional 26.2 hours. We believe we received no value for Mr. Lassen's billed time. It was so bad and deficient that the partner had to rewrite it. Indeed, the partner billed over 3 times the number of hours working on the Amended Petition than on the Initial Petition. That does not make sense.

#### **First Set of Written Discovery Requests (served 12/11/17)**

To draft our first set of written discovery requests, Mr. Lassen initially billed 17.2 hours. After we provided our list of discovery questions on 11/27/17, he proceeded to bill an additional 4.6 hours for simply reading and copying. Mr. Minton also billed 4.2 hours.

The first set of written discovery requests should not have taken an associate more than a day and a half, or 12 hours, to complete compared to the 26.0 hours we were billed.

#### **The Opposing Side's First Set of Written Discovery Responses (initial response 1/31/18; supplemental response 4/5/18; further supplemental response 7/16/18)**

When we received the respondent's first set of written discovery responses, there was no comment from our attorneys when asked, even though Mr. Minton billed 10.8 hours in February 2018 for reviewing the initial responses. It should not have taken Mr. Minton 10.8 hours to simply read through the responses. It may have taken that long if he was actually analyzing and extrapolating the significant information for use in the litigation. However, this does not appear to be the case (or perhaps they did not do a thorough job) because they missed some key information that should have been gleaned from the documents. Neither Mr. Minton nor Mr. Lassen noticed the two most critical pieces of information: (A) pages strategically omitted (the page numbers did not coincide and the content between pages did not flow due to the missing

pages), and (B) the fact that the documents show that the caregiver was lying -- she kept \$47K (of the 1.1 million) to use for the Fulton mortgage payments. We had to point it out and explain to them.

We simply do not believe Mr. Minton really spent that much time reviewing the responses. It was not in his habit to do so. He would either have his associate do this grunt work, or if it was work that we could perform. He would expect us to do it "to save on attorney fees." Indeed, his mindset was clear in his email dated 8/10/18 where he writes, "Separate from this, I have not looked through Debby's supplemental document production from last month. I figured one or more of you are poring through those. Please let me know if you think I need to do an independent review."

### **Our First Set of Written Discovery Responses (sent 4/25/18)**

We wrote out all the responses to the Special Interrogatories and compiled the documents (and inserted the Bates numbering ourselves) in response to the RFPs. Mr. Minton proof-read and made edits, and he billed 17.7 hours after we did most of the work.

### **Motion to Compel (noticed 4/20/18; granted by court 5/22/18)**

By March and April 2018, we were very concerned at the huge amount of legal fees that we had already paid in just a few months. We had paid \$96,506 in just 7 months, and much more left to be done before trial. Thus when Mr. Minton said he wanted to file a Motion to Compel, we were very apprehensive because of their liberal billing. We therefore placed a cap of 8 billable hours for drafting the Motion to Compel. Midway through drafting the motion, Mr. Minton said he had reached the cap and was nowhere near finished. Thus, we had no choice but to extend the cap. We were eventually billed 18.4 hours for the Motion to Compel. Mr. Lassen billed the bulk of this time, while Mr. Minton billed 0.8 hours to revise the Motion to Compel. We ended up winning the motion. We think we should have been awarded sanctions since we won, but as it turned out, our attorneys never requested sanctions. They should have at least asked for them (even the respondent's attorney, who did not win, had asked for sanctions). At worst, the judge would simply deny the request. Mr. Minton knew that we were very concerned about the billing. It would have been very helpful for us if we could have recouped some of the money spent on this motion.

### **First Half-Day Deposition of the Caregiver (7/12/18)**

First of all, we were doubled billed for the deposition. For the first half-day deposition of the respondent, we were billed a total of 26.4 hours: 15.5 hours for preparation and 10.9 hours for taking the deposition. Both Mr. Minton and Mr. Lassen attended the deposition, but only Mr. Minton did any work. Mr. Lassen just sat there and took notes. His presence was unnecessary. Notes were not necessary because the deposition was being videotaped and transcribed. The firm essentially wanted to double bill us for two attorneys at the deposition. We do not agree with this practice.

Second, it should not have taken 15.5 hours, or two full days, for our attorneys to prepare for the deposition. We think we were overbilled. It would have been reasonable if they billed 8 hours for preparation and 5 hours for this half-day deposition.

In regards to preparation--or lack thereof--Mr. Minton also wrote an email on 6/2/18 to S.-Y. Ho stating, "Thank you, Shan Yuan. All of this will be helpful for undermining Debby's credibility on this issue. Nice work. It would help me - and save money - if you could include all of these issues in the relevant section of the deposition outline/list of questions that *I have fantasized about you providing me a few weeks prior to Debby's deposition.*" On a subsequent phone call, Mr. Minton asked S.-Y. Ho, "So you will be providing me with a list of deposition questions, right?" She said, "No," to which he responded, "You are not?" At the end, S.-Y. Ho did go to his office to help prepare him.

We are also not happy that Mr. Minton could not remember several very important facts and information in the case. In an email on 7/11/18, Mr. Minton asked again what a critical Chinese translation was on a loan receipt for 1.1 million dollars, the translation of which he had previously called "damning evidence" in an email on 9/20/17. If this evidence was so important, then how could he forget it? We needed to remind Mr. Minton over and over again about important things we already told him. When we confronted him about this, he wrote in an email that he was "trying to be efficient and not go back through to find details like this. But if you'd prefer that I do so and not trouble you, please advise." We'd prefer him not to be inefficient and not to charge us double or triple to review the same material over and over again.

In addition, when the caregiver (respondent) said she needed a Mandarin interpreter for her deposition, we were told that the deposing party had to provide the interpreter. But for some strange reason, the caregiver insisted that we use her interpreter. Why would she want to spend money on something that we were responsible to pay for? We took this as an implication that her desire to use her own interpreter was due to bias. We therefore told Mr. Minton that we wanted to provide an interpreter that would be neutral and unbiased. Mr. Minton billed 0.6 hours for email communications with us and informed us (which we now have learned to be incorrect) that the defendant had a right to use her own interpreter and that we could still provide our own interpreter to check the accuracy of the interpretations. As it turned out, our interpreter pointed out many errors in the caregiver's interpreter's interpretations, some quite critical. For some unknown reason, Mr. Minton ignored all of our interpreter's objections and did not make use of our interpreter, costing us \$1435 for our interpreter's time. After this fiasco, we insisted on providing and using our own interpreter as the primary interpreter for the second deposition and that Mr. Minton check the law. We were right. Mr. Minton's lack of knowledge of the law and his bad counsel hurt us, costing us \$1435 for our unused interpreter's time in the first deposition.

### **Second Half-Day Deposition of the Caregiver (7/18/18)**

For the second half-day deposition of the caregiver, we were billed a total of 19.7 hours: 8.3 hours for preparation and 11.4 hours for taking the deposition; again, Mr. Lassen should not have attended the deposition because there was no value added. We feel we were improperly

double-billed for this. It would have been more reasonable if they billed 4 hours for preparation and 5 hours for this second half-day deposition.

Prior to the deposition, S.-Y. Ho took the time to drive to Mr. Minton's office to prepare him for this second deposition since he missed a lot of crucial question areas and made many mistakes in the first deposition, such as botching the critical line of questioning for the "Ho loan receipt," which he had previously called "damning evidence." S.-Y. Ho printed out multiple documents that Mr. Minton had previously reviewed and provided him with the questions and the reasons why. To some of the documents, Mr Minton said, "This is the first time I am seeing this. Why didn't I see this before" The fact is he did, and charged us for reviewing the subpoenaed documents earlier in the year. He used all of these as exhibits in the subsequent deposition, which almost entirely followed S.-Y. Ho's script.

Further, when S.-Y. Ho met with Mr. Minton, Mr. Lassen went into the conference room to listen in so he could double-bill us again. Each attorney billed us 1.3 hours to attend the meeting which cost S.-Y. Ho to help them do their work. We are requesting reimbursement of these unethically billed hours. Much of Mr. Minton's hours for this preparation should also be returned since the second deposition was comprised almost entirely of S.-Y. Ho's content and exhibits.

### **Miscellaneous Legal Work**

- Geofrey Garcia Declaration is inadequate

A key witness in the case, Geofrey Garcia, had information that was good for our case. Rather than get this evidence in a deposition, we agreed to allow him to provide a declaration. In July 2018, Mr. Lassen billed 1.3 hours to draft Mr. Garcia's Declaration, and Mr. Minton billed 1.2 hours to review and revise it. It took Mr. Minton nearly as long as his associate to revise the declaration, suggesting that Mr. Lassen's work was either substandard or duplicative. More importantly, a forged gift letter (critical to the case) that was given by the caregiver to Mr. Garcia was not included in the Garcia Declaration. Mr. Minton originally explained, "I have left out the gift letter because Garcia doesn't have specific personal knowledge about that issue."

However, in a conference call with Mr. Minton, Della, and Peter on 8/30/18, Peter asked again why the forged gift letter (critical to the case) was not included in the Garcia Declaration. Mr. Minton stated something completely different and said he could not remember. We should not be paying for their mistakes and inadequate work product.

- lis pendens review is unnecessary

We recorded a lis pendens on a piece of real estate that was part of this lawsuit. After recording the lis pendens, on 10/23/17 Mr. Minton conducted legal research and charged 5.3 hours for reviewing 38 recent court opinions on lis pendens statutes in anticipation of a potential motion to expunge the lis pendens. It does not make sense to prepare for something that might not even happen. It turned out that the caregiver never filed a motion to expunge the lis pendens. Mr. Minton did not have to perform that legal research, and all this work was a complete waste of time.

- John Martin deposition was never done

In October 2017, we received subpoenaed documents from attorney John Martin, a critical figure in this case because he issued the Certificate of Independent Review claiming that our father was competent and clearly intended to give everything to his caregiver. We prepared a 16-page write-up for Mr. Minton on this subject. At the same time, Mr. Lassen billed us 1.6 hours for preparing a memorandum, which we never saw. Mr. Minton read our analysis and promised to depose this key witness. Mr. Minton charged us 11.7 hours for reviewing and preparing for Martin's deposition. However, Mr. Minton never took Mr. Martin's deposition. The deposition was not even noticed. Again, Mr. Minton prematurely performed work to prepare for something that did not happen. This effort was a complete waste of time and our money.

- Table of Claims (Damages Chart) is unnecessary work

Mr. Lassen created a Table of Claims. We did not ask him to do this and the table was not used in the Petition or any other legal document. It was not used at all. We have no idea why he created this table. He billed 3.6 hours on 10/9/17 and 10/13/17 to create and revise this table. First, if this arbitration panel looks at the attached table, it will see that it is very simple and basic, consisting of only 7 line items. It should not have taken more than 10 minutes to create. Second, it was unnecessary. We should not have to pay him for 3.6 hours spent on creating an unnecessary document. We think he was just creating billable hours to pad the bill.

- Meet and Confer letters were excessive

Our attorneys spent an enormous amount of time drafting meet and confer letters regarding discovery. For drafting and revising 3 Meet and Confer letters and corresponding with counsel for the first set of written discovery, Mr. Lassen and Mr. Minton billed 11.4 and 7.5 hours, respectively, for a total of 18.9 hours. We think this is very excessive.

Mr. Lassen also charged 3.5 hours for a Meet and Confer letter for the Motion to Compel after we compiled the list of missing documents. We were the ones who did the work and looked through all of the documents. We previously mentioned Mr. Minton's email where he said he did not review documents because he was expecting us to do it. Mr. Lassen essentially did a "cut-and-paste." His work product was virtually the same as what we wrote with almost no modification. Moreover, not only did Mr. Lassen spend too much time writing this, but he never sent it out!

- Subpoena served incorrectly

We were charged \$131.50 on 8/31/18 for an incorrectly served subpoena on Citibank (please see the attached response letter from C T Corporation System). We were told by other lawyers that they use outside vendors to issue and serve their subpoenas. Mr. Minton's firm chose to do it themselves so they could bill for it. Unfortunately for us, they did it incorrectly.

- Not ready for trial

By August 2018 we were getting very close to the trial date of November 26, 2018. A lot of work still needed to be performed to get the case ready for trial and Mr. Minton still expected us to do the work. In an email dated 8/10/18, Mr. Minton writes, "Separate from this, I have not looked through Debby's supplemental document production from last month. *I figured one or more of you are poring through those.* Please let me know if you think I need to do an independent review." Mr. Minton did not know what evidence he had, yet he continued to perform more work in determining what more evidence was needed for trial. Mr. Minton billed 1.9 hours for "trial sequence analysis; analyze further evidence needed for trial" while Mr. Lassen billed 0.3 hours for "confer with J. Minton regarding trial evidence."

Mr. Minton did virtually no work after this August email. We were particularly concerned because we had not even finished taking the deposition of the caregiver, and Mr. Minton said he would be taking at least 12 depositions. Not only were we concerned of the future fees entailed for all of these depositions, we were also concerned that we did not have enough time to get the case ready for trial. To alleviate our concerns, in a conference call with Mr. Minton, Della, and Peter on 8/30/18, Mr. Minton said he already had everything he needed and he could be ready for trial in a week. If that was really the case, then why would we have needed all of these depositions? On 10/24/18, he reiterated that he thought we were in a great position in this case in terms of the evidence that had been gathered and challenged us to find an attorney who would say otherwise.

- Mistake in Request for Continuance

During this time, it was agreed between the parties that we would request a continuance of the trial date because neither party was even close to completing their discovery, let alone have the trial. Mr. Minton drafted the ex parte motion for the continuance. He showed us a draft of his motion before submitting it, and we noticed one glaring omission -- he did not address the discovery cut-off. He had all along been warning us of the discovery cut-off before trial. We were about to hit the discovery cut-off, so we knew that the motion had to be submitted before the cut-off. However, when we reviewed the motion, we noticed that Mr. Minton requested that the trial be continued, but did not request that the discovery cut-off also be continued. We were the ones who caught this critical mistake. We asked him to correct this mistake. In his email on 9/17/18, he replied, "Regarding the discovery, yes, our plan was certainly premised on discovery remaining open, but we will include language to that effect."

- Attempts to Triple Charge for Unnecessary Work

On July 18, we told Mr. Minton in no uncertain terms that we did not want to settle and thus to proceed toward trial. We siblings have always been in agreement and all present as one on all meetings and conferences. Mr. Minton tried to manipulate a settlement by insisting on talking to us individually--and where he could potentially charge 3x billable

hours--which he began on 8/7/18. In the end, he said, "I believe the representation of Shan-Yuan and Della is effectively terminated" when we chose not to settle and S.-Y. Ho refused to talk to Mr. Minton without the presence of Della and Peter. Mr. Minton charged for the meeting with our sister Della (the meeting was over an hour) and for the emails to S.-Y. Ho to demand an individual meeting to talk (in the absence of Della and Peter). The billed hours for unnecessary work should be returned, since Mr. Minton's efforts to pit us against each other to force a settlement is not only completely unnecessary, but unethical and malicious.

### **Trust and Estate Administration**

Mr. Minton arranged for us to work with attorney Mr. Marion Brown and paralegal Ms. Kelly Mohr (with 23 years experience), both colleagues at his firm. However, after we started working with Ms. Mohr, Mr. Minton told us: "Due to some work conflicts, my colleague Steve Anderson (copied on this email) will slot in for Marion Brown." Peter expressed his dissatisfaction because his partner Steve Anderson's hourly rate was much higher than Mr. Brown's. Mr. Minton then told us that Steve Anderson made it clear that his paralegal (Ms. Mohr) comes along with him, so we essentially had no recourse but to include Mr. Anderson and his \$700/hr fee. Mr. Minton promised us that Mr. Anderson's involvement would be very little, that he was only there to oversee the administration case.

The administration of our father's Trust and Estate is very straightforward, with good records and no contention among the beneficiaries; it is easy to do. Therefore, when we received the Trust Administration bill for \$4250 after two weeks, we were very concerned. Since Peter was the one who created the asset list and contacted all of our father's banks, the only things the paralegal did for us was: file for probate, lodge wills, prepare the Certificate of Trust (which was not needed because Peter already did everything), and request EIN/TIN numbers to create Trust accounts. Mr. Anderson himself billed 2.6 hours for reviewing estate/trust administrative matters, which accounts for 43% of the bill--much too much for doing nothing.

He also billed 0.8 hours on 9/27/17, which included "review myriad account and real property titling issues" and again on 9/28/17--0.2 hours to "review IRA titling and beneficiary designation issues." Since Peter had personally contacted all of our father's banks and managed the distribution of his IRA assets, we have no clue which "myriad accounts" he is referring to.

When Peter contacted Mr. Anderson about the administration costs for our simple and straightforward Trust, Mr. Anderson gave an uninformed answer: "An estate of this nature without litigation involving third parties or contention among beneficiaries could be between \$20,000 and \$25,000, not including the separate probate administration."

We asked specifically how to avoid reassessment since we wanted to title an inherited property solely in one sister's name rather than all three siblings. After several back and forth emails, it became frustratingly clear that Mr. Anderson was not going to give us any direct practical advice on how to do that; rather, it fell to the level of *us* asking if certain methods would work, and Mr. Anderson billing us for abstractly commenting on what might happen in those scenarios. We are

extremely disappointed he never gave us a direct helpful response on how to avoid reassessment, especially after finding out much later that he provided his other clients with the exact answers<sup>1</sup> we needed.

Because of these issues on Trust A Administration, on 11/8/17 we asked for a Statement of Work and estimate of costs for Trust B Administration before authorizing work to start. When we received no response to our request, we stopped working with Mr. Anderson. We had to find a replacement firm for Trust and Estate Administration, which cost us a lot of money for the new firm to review the file and come up to speed. These costs, as well as Mr Anderson's charges, should be reimbursed.

### **Phantom Billing Entries**

Mr. Lassen's billings frequently included services either never rendered or inadvertently included from some other client's bill, such as:

On 9/21/17, Mr. Lassen billed us 7.8 hrs, which included "Correspond with clients regarding meningioma diagnosis." We had no correspondence with him regarding meningiomas on that day or adjacent days.

On 10/1/17, Mr. Lassen billed us 2.1 hrs, which included "Correspond with clients regarding witness list." We never corresponded back with him regarding any witnesses or lists.

On 11/7/17 Mr. Lassen billed 2.6 hrs, which included "correspond with clients" but again, we didn't correspond with him that entire week.

On 11/9/17, Mr. Lassen billed us 1.8 hrs for "Draft subpoena to Bank of America; revise discovery requests based on input from S.-Y. Ho; confer with J. Minton regarding same." Peter pretty much wrote the subpoena to Bank of America and forwarded all the info to Mr. Minton, so there is not much to be done here. Mr. Lassen copied and pasted S.-Y. Ho's discovery questions, and he added nothing new. Also, Mr. Lassen billed for conferring with Mr. Minton but Mr. Minton did not have a corresponding charge on that day. This entire billing entry is puzzling and not justified.

### **Double Billing for the Same Work**

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<sup>1</sup> Regarding the Offield Family Trust case, in his deposition, Mr. Anderson says Duffy Offield wanted to own 100% of the Offield Building 100% in his name. One of Mrs. Offield's objectives as Mr. Anderson understood them was: "To effect a non-pro rata distribution of trust assets in a way that would maximize the portion of the Offield building on Burlingame Avenue distributable to Duffy." Mr. Anderson states:

- "I recommended a family installment sale of an undivided interest or interests in the Offield building to Duffy, in exchange for promissory notes secured by deeds of trust."
- "That would have converted a liquid cotenancy interest into promissory notes secured by deed of trust that could be distributed to beneficiaries in lieu of the cotenancy interest itself."
- "The distribution of financial instruments in lieu of a cotenancy interest would avoid the threat of a partition by avoiding the creation of a tenancy in common among her children."
- "You can distribute real property or interest in a promissory note or residential real property or securities equally or unequally."

We don't know how the same amounts can be charged twice but listed on different days for the same third-party videographer bill in the following two cases:

- Debby Deposition 1 charges on AYHMH bill: 7/12/18 \$804.85 and 7/30/18 \$804.85.
- Debby Deposition 2 charges on AYHMH bill: 7/18/18 \$1,124.75 and 8/3/18 \$1,124.75.

#### **Kivu (third-party computer forensics firm) Billing**

Mr. Minton referred us to a computer specialist, Kivu, who could inspect our father's computer after the caregiver returned it to us to see if she viewed or removed any information from the hard drive. Kivu quoted us a certain amount for a specific job, but they ended up doing much more and billed us an outrageous amount. We were very unhappy with Kivu and their unauthorized work. Even knowing we adamantly disagreed with Kivu's charges and did not want to pay their bill, Mr. Minton went ahead and paid it because they needed Kivu for one of their other cases. Mr. Minton closed off the discussion in an email saying, "My firm will pay the whole bill out of its own pocket. You can pay me whatever you desire." However, Kivu's costs were still passed on to us on the AYHMH invoices dated 8/7/18 (\$9280) and 9/5/18 (\$4668.59). The total over-billed amount is \$13,948.59, and this should be refunded to us.

---

In summary, much of their work product was what we wrote with virtually no modification. They essentially had to cut and paste, and they did not simply bill for it, but they over-billed for this work. Mr. Lassen told us this was his first probate case, and his inefficiency was prevalent. Mr. Minton continued to step in, relegating Mr. Lassen's work as duplicative or excessive, and more generally we should not have to pay for Mr. Lassen's training during his "internship period."

Mr. Minton himself had to be reminded over and over again important things he should have remembered. Instead, he claimed it would be more efficient to simply ask us multiple times rather than search the file and his notes. It is not right that he should charge us twice for that.

Both Mr. Minton and Mr. Lassen have padded their billable hours with work that was not approved nor called for.

When we complained about the bills, Mr. Minton gave small professional courtesy discounts.

Finally, we did not pay the final bill, and Mr. Minton wiped it off.

**ANDERSON YAZDI**  
LLP  
**HWANG MINTON + HORN**

STEVEN D. ANDERSON  
GOLNAR YAZDI  
SINCLAIR HWANG  
JOHN D. MINTON  
ALBERT J. HORN  
REBECCA E. RENZAS  
MARION L. BROWN  
TERESE M. RADDIE  
JONATHON M. MORRISON  
VAL SLUETZKY  
VIRGINIA PERKINS  
NAOMITA YADAV  
DALLAS E. DEAN  
MARK MULLIN  
DANIEL E. LASSEN  
JESSICA J. FOX

September 14, 2017

John D. Minton

[jminton@ayhmh.com](mailto:jminton@ayhmh.com)

Via Email

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
889 Galindo Court  
Milpitas, CA 95035

Re: *Legal Representation / Fee Agreement  
Estate and Trust of James F. Ho*

Dear Peter, Shan-Yuan and Della:

We are pleased that you have selected Anderson Yazdi Hwang Minton + Horn LLP to represent you to pursue claims against Debbie Chang relating to the Estate and Trust of James F. Ho, and such other matters as to which you may request our assistance. We would like to take this opportunity to familiarize you with our services and fee procedures. The most successful professional relationships begin with a mutual understanding of expectations regarding the legal services to be performed and the basis of the charges for those services. Accordingly, our procedure for new clients is to review these matters in writing. This representation agreement (“Agreement”) is intended to cover any legal work that we perform until our engagement is terminated.

**Our Commitment to You:**

We will provide professional legal services as are reasonably requested and/or required to represent you in the above matter. We will also take reasonable steps to keep you informed of significant developments and promptly respond to your inquiries and communications. Even though you may request or we may provide a legal opinion about a matter, we do not and cannot guarantee any opinion, particular result or outcome. You acknowledge that we have made no promises about an outcome and that any opinion offered by us in the future will not constitute a guaranty.

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
Page 2

### **Your Responsibility:**

It is your responsibility to provide us complete and accurate information, to be cooperative in all respects, to keep us informed of significant developments that may affect our representation of you (including any change in your address and/or telephone numbers), to make yourself reasonably available for consultation and, if required, appearances, and to pay our invoices in a timely manner.

### **Our Professional Fee:**

Our legal services fee that you will be charged is based on a fair value judgment of various factors set forth in California's Code of Professional Responsibility governing lawyers. These factors include:

- the time and labor expended,
- the novelty and difficulty of the issues involved,
- the skill and expertise required to perform the services,
- the nature of the claim(s) involved,
- the results obtained,
- the time limitations imposed, and
- the customary rates.

Our hourly rates for attorneys and other members of the professional staff are based on experience, specialization in training and practice, and level of professional attainment. We will keep accurate records of all the time spent on your matter(s) in minimum increments of one-tenth of an hour.

My rate for your work will be \$450 per hour. Daniel Lassen's hourly rate is \$350. As appropriate, we will use the services of other attorneys and legal assistants. Our attorney time is currently billed at hourly rates ranging from \$300 to \$370 for associates, and \$450 to \$720 for senior counsel and partners, depending upon the experience and specialty of the professionals involved. We generally review our rates annually and reserve the right to adjust our hourly rates from time to time.

### **Disbursements:**

Our invoices will also reflect certain costs incurred on your behalf. We will not charge you for long distance telephone calls, telecopy charges, word processing or secretarial overtime, or for in-house photocopying. However, you will be charged for outside photocopying, extraordinary postage, filing fees, messenger service, travel expenses, consultants' fees, expert witness fees, charges for computer research and similar items. Generally we incur or advance these costs on behalf of our clients. However, it is the Firm's general policy that you pay directly or in advance any expenditure exceeding \$250.

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
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**Budget Estimates:**

You understand that it is not possible for us to predict accurately the ultimate cost of any engagement or its outcome. However, to help you budget for anticipated legal fees and costs for our matter(s), estimates can be provided upon request. Although we will make every effort to provide fee estimates that are appropriate to the circumstances, any estimate is subject to substantial uncertainties beyond our control. Our estimates cannot be viewed as a maximum or minimum fee quote, unless there is mutual agreement to the contrary. If review or analysis of information is involved in the preparation of a fee estimate, a professional service fee may be charged.

**Invoices:**

Unless a specific agreement is made for some other billing procedure, we will submit itemized monthly invoices to you covering our fees and costs. Invoices are payable upon receipt and delinquent after thirty (30) days. We reserve the right to assess a service charge on delinquent invoices. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1/12 of the greater of (1) 10% or (2) 5% plus the annual discount rate charged by the San Francisco Federal Reserve Bank on the 25th day of the month preceding the month for which the charge is being computed. If you have any questions about billing, you should contact us within 15 days of the billing date; otherwise the bill will be considered accepted by you.

Each invoice will include a detailed narrative of the services rendered. This narrative may include information that is confidential and privileged from disclosure under the attorney-client privilege and other applicable laws. Therefore, we recommend that you treat invoices as confidential information and safeguard them appropriately.

If a matter involves litigation:

- a) A court may order, or the parties to the dispute may agree, that another party will pay some or all of your attorneys' fees, costs or both. This order or agreement will not affect your obligation to pay attorneys' fees and costs under this Agreement, nor will we necessarily enforce the order or agreement unless you inform us it makes economic sense to you to enforce the order or agreement. Any amounts actually received by us, however, will be credited against attorneys' fees and costs incurred by you.
- b) You grant us a lien against any funds or assets recovered by you, your principals, agents or brokers by settlement, after trial or arbitration, or otherwise, as security for payment of our fees and costs.

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
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**Advance Payment / Retainer:**

For each new representation and matter, an advance payment/retainer may be required to cover attorneys' fees and costs to be incurred on your behalf as we proceed. As discussed, we require a retainer in the amount of \$10,000.

If a matter involves litigation or arbitration and the matter is not resolved at least 120 days prior to the first day set for the arbitration hearing or trial, as applicable, it is our further policy to require at that time an advance payment of anticipated fees and costs through the end of the hearing and/or trial, which will be deposited in a trustee account. In the event this advanced payment is not delivered, we reserve the right to withdraw from representation.

At our discretion, you authorize us to apply any advance payment to satisfy ongoing fees and costs as they are billed. In the event any requested amount is depleted before the conclusion of the matter, an additional advance may be requested. You will be entitled to a refund or credit of any remaining amounts at the conclusion of the matter. Unless otherwise agreed to in writing, neither any estimate of fees and costs, nor the delivery of an advance payment, is intended or shall be construed as a cap or limit on fees and costs.

**Associated Firms:**

Upon your advance approval, we may engage other law firms or legal services companies (domestic or foreign) on your behalf to assist in your legal matter(s). You will be responsible for paying all fees and costs of any associated firm, person or entity in accordance with the associated firm's terms of payment.

**Privacy Policy:**

Attorneys, like other professionals who advise on personal financial matters, are required by a federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are far more stringent than those required by this law. California Business and Professions Code section 6068(e) requires an attorney “[t]o maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.” Therefore, we have always protected our clients' right to privacy.

In the course of providing you with tax and other advice, we receive significant private and confidential information. As a client of our firm, you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law.

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
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We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

**Multiple Clients, Confidentiality:**

If a matter involves our representation of more than one client, any communications and information we receive may be fully disclosed by us to all other joint clients. You expressly consent to disclosure to any other joint clients. Except as provided by law, nothing in this provision is intended to authorize our disclosure of confidential communications of any joint client to any individual or entity other than the other joint clients.

**Insurance Coverage:**

In the event that you have a matter that may be covered by insurance, it is your responsibility to tender this matter to your insurance company. We will not obtain insurance coverage for you unless you specifically request us to do so.

**Termination of Representation:**

You have the right to terminate our representation at any time for any reason or for no reason. We have the same right, subject to all applicable laws and professional standards.

At the termination of services under this Agreement, we will release promptly to you on request all of your papers and property. Following the termination of our services, if you do not request your papers or property, we may destroy the file three years after closing the matter.

**Dispute Resolution:**

If any dispute should arise between us over fees, costs or both, the dispute can be resolved through the assistance of a court of competent jurisdiction or by fee arbitration. You have the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of a fee dispute by an independent, impartial arbitrator or panel of arbitrators through a San Mateo County Bar Association (“SMCBA”) program created solely to resolve fee disputes between lawyers and clients (“SMCBA Fee Arbitration”). If we have to take action against you to collect our fees and costs (or we advise you of our intention to do so), you will be sent written notice of your right to fee arbitration and the circumstances upon which you will lose that right.

With the exception of any dispute over the amount and payment of fees and costs, you and we agree that any other dispute arising out of or concerning this Agreement, including but not limited to claims of professional negligence or malpractice, shall be first submitted to mediation before a retired judge with JAMS (see <http://www.jamsadr.com>); and, if the mediation is

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
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unsuccessful, then to binding arbitration conducted by JAMS. The mediation and arbitration, if necessary, shall be held in the City and County of San Mateo, California.

You and we agree that the prevailing party in any action (excluding SMCBA Fee Arbitration) to resolve a dispute arising out of or concerning this Agreement will be entitled to an award of reasonable attorneys' fees and costs (including consultant and expert witness fees) incurred in connection with the action, whether a formal claim is made or whether the dispute proceeds to a hearing or not.

By initialing immediately below you acknowledge that you have read and expressly agree to the provisions of this section.

INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_ INITIALS: \_\_\_\_\_

**Entire Agreement:**

This Agreement is entered into in San Mateo County and shall be interpreted under the laws of the State of California without application of conflict of law principles.

These terms constitute our entire representation agreement, supersede any prior agreements or understandings, and may only be modified in writing.

If the foregoing terms meet with your approval, please sign and date the enclosed copy of this letter and return it to us. You should feel free, and indeed you are encouraged, to review the terms of this engagement agreement with an independent attorney to ensure that you are comfortable with all of its terms.

In closing, we want to express to you our appreciation of your confidence in our firm. We look forward to working with you.

ANDERSON YAZDI HWANG MINTON + HORN LLP



---

John D. Minton

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
Ms. Della Lau  
September 14, 2017  
Page 7

*We have read, understand and accept the terms of this Agreement.*

Dated: \_\_\_\_\_

Peter C. Ho

Dated: \_\_\_\_\_

Shan-Yuan Ho

Dated: \_\_\_\_\_

Della Lau

28432-00001\WorkSite\9165324.1

John D. Minton

[jminton@ayhmh.com](mailto:jminton@ayhmh.com)

September 22, 2017

Via Electronic Mail

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Ms. Shan-Yuan Ho  
4500 E. Oltorf Street, Unit 405  
Austin, TX 78741

Re: Estate and Trust of James F. Ho

Dear Peter and Shan-Yuan:

As a result of our recent communications we have commenced the administration of the estate. In order to comply with the Rules of Professional Conduct applicable to California lawyers we are required to memorialize the terms of our engagement. Please excuse the formality of this letter.

You have asked us to assist and advise you, as the Trustee of Trust A and Trust B, respectively, established under The James F. Ho and Grace C. Ho Declaration of Trust Dated September 11, 1992, as amended, in matters relating to the administration of the trust following your father's death. Subject to the terms of this letter, we are pleased to undertake the assignment and look forward to working with you.

**EXTENT OF ENGAGEMENT**

Generally, our services will consist of:

- (a) Counseling and advising you, as Trustees, regarding the proper management and administration of your father's estate.
- (b) Petitioning the court for Peter's appointment as executor of your father's Will.
- (c) Advising and assisting you in clearing title to any non-probate assets.

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
September 22, 2017  
Page 2

- (d) Advising you with respect to the preparation and filing of a Federal Estate Tax Return (IRS Form 706), if necessary. We will also prepare and file IRS Form 8971 (Information Regarding Beneficiaries Acquiring Property From a Decedent).

**We do not prepare income tax returns. We recommend that these be prepared by your accountant.**

## **POTENTIAL CONFLICTS OF INTEREST**

Trustees can sometimes have different opinions and even disputes regarding the proper manner of administering an estate. My firm and I will be representing both of you as Trustees, and will not be representing either of you alone in your capacity as Trustee. We cannot be an advocate for one of you against the other. Instead, our objective will be (i) to assist both of you in developing a coordinated approach to the administration of your father's estate, and (ii) to encourage resolution of any differing interests in an equitable manner. If one of you ever desires to have independent legal advice regarding your father's estate, you will need to engage a separate attorney in this regard.

## **FEES AND BILLINGS**

### **A. CALIFORNIA PROBATE ADMINISTRATION**

We strive to provide high quality legal services for reasonable fees. Our fees for ordinary California probate administration services will be calculated in accordance with the California Probate Code statutory schedule (copy attached), and will be payable only after court approval. In the event that non-routine or **extraordinary** probate services are required (e.g., sale of real property, preparation of tax returns or settlement negotiations with creditors), our fees for those services will be determined by the Probate Court and payable only after court approval. Subject to the foregoing, you agree that in the event there are insufficient assets in the probate estate to pay these fees, our fee may be charged against the trust based on your status as a trust beneficiary and/or trustee.

### **B. TRUST ADMINISTRATION**

With respect to the administration of the trust, including resolving asset titling issues, preparing and filing the Federal Estate Tax Return (IRS Form 706), conferences and correspondence with parties interested in the administration, routine asset sale negotiations and asset allocations or distributions, we will bill on an hourly basis. The hourly rate of Steven Anderson, the attorney with whom you will work most closely regarding estate and trust administration matters, is \$720. Paralegal Kelly Mohr's hourly rate is \$260. These amounts are subject to change on January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

Computation of charges will not always be derived by a strict multiplication of time spent by applicable rate. We will also take into account other factors (such as how productive or unproductive periods of time are, special expertise or efficiencies, the necessity for and time of

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
September 22, 2017  
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day during which travel occurs, the urgency and time period within which services are requested to be rendered and are rendered, and the complexity or difficulty of various tasks) in determining these charges. Our fees would be deductible by the trust estate as administrative expenses.

Work in connection with “extraordinary” matters, including assistance in the event of a Federal Estate Tax Return audit review and sale of real property owned by either of the trusts (or other assets of either of the trusts), will also be billed on an hourly rate basis.

Attached to this letter is a more detailed summary of our firm policy regarding legal fees and costs. **Please examine the attachment carefully and call me if you have any questions or concerns.**

#### C. PAYMENT OF FEES AND COSTS FOR SUBSEQUENT LEGAL ACTIONS

If any current, past or future member or employee of my firm is asked to be a witness, is deposed, served with discovery, or otherwise required to appear or to testify in any legal proceeding relating in any way to the matters addressed in this engagement or any other engagement we have undertaken on your behalf, whether before or after the date hereof, then you agree to compensate such person for his or her time based on his or her then current hourly rate, and for all expenses that may reasonably be incurred in any such situation. This undertaking is specifically intended to survive any signatory to this letter, and to be a continuing obligation of your heirs, successors and assigns.

#### D. DISPUTE RESOLUTION

If any dispute should arise between us over fees, costs, or both, the dispute can be resolved through the assistance of a court of competent jurisdiction or by fee arbitration. You have the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of a fee dispute by an independent, impartial arbitrator or panel of arbitrators through a San Mateo County Bar Association (“SMCBA”) program created solely to resolve fee disputes between lawyers and clients (“SMCBA Fee Arbitration”). If we have to take action against you to collect our fees and costs (or we advise you of our intention to do so), you will be sent written notice of your right to fee arbitration and the circumstances upon which you will lose that right.

By signing below, you and we mutually agree that, with the exception of any dispute over the amount and payment of fees and costs, any other dispute arising out of or concerning this Agreement, including but not limited to claims of professional negligence or malpractice, shall be first submitted to mediation before a retired judge with JAMS (see <http://www.jamsadr.com>); and, if the mediation is unsuccessful, then to binding arbitration conducted by JAMS. The mediation and arbitration, if necessary, shall be held in San Mateo County, California.

By signing below, you and we also agree that the prevailing party in any action (excluding SMCBA Fee Arbitration) to resolve a dispute arising out of or concerning this Agreement will be entitled to an award of attorneys’ fees and costs (including consultant and expert witness fees)

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
September 22, 2017  
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incurred in connection with the action, whether a formal claim is made or whether the dispute proceeds to a hearing or not.

In order to comply with the Rules of Professional Conduct, please sign the statement below and return it to me. An extra copy of this letter is being provided to you for your retention.

If you have questions or comments with regard to the above please contact me either at (650) 212-5920 or via electronic mail at [jminton@ayhmh.com](mailto:jminton@ayhmh.com).

Very truly yours,



John D. Minton

JDM/cal

Attachments

Mr. Peter C. Ho  
Ms. Shan-Yuan Ho  
September 22, 2017  
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**CONSENT AND AGREEMENT**

I have reviewed the foregoing letter regarding legal representation. I realize that there are areas where our interests and objectives may differ, or where potential or actual conflicts of interest might arise between us in connection with matters relating to the estate of James F. Ho. I understand that I may retain separate, independent counsel at any time.

I have reviewed the foregoing letter regarding legal representation, as well as the attached explanation of legal fees, in connection with matters relating to the estate of James F. Ho, and to the James F. Ho and Grace C. Ho Declaration of Trust Dated September 11, 1992, as amended.

After careful consideration, I am requesting that ANDERSON YAZDI HWANG MINTON + HORN LLP represent me in connection with the estate of James F. Ho, and the James F. Ho and Grace C. Ho Declaration of Trust Dated September 11, 1992, as amended, following the death of James F. Ho, and I consent to that representation.

I understand and I agree to the fee and billing arrangements described in the foregoing letter.

DATED: \_\_\_\_\_

---

PETER C. HO, Trustee

DATED: \_\_\_\_\_

---

SHAN-YUAN HO, Trustee

PROBATE CODE SECTION 10810

ATTORNEYS' AND EXECUTORS' FEE SCHEDULE

<u>VALUE OF ESTATE ACCOUNTED FOR</u>	<u>FEE PERCENTAGE</u>
First \$100,000	4%
Next \$100,000	3%
Next \$800,000	2%
Next \$9,000,000	1%
Next \$15,000,000	.5%
Excess	As determined by the Probate Court

## **PRIVACY POLICY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are far more stringent than those required by this new law. California Business and Professions Code Section 6068(e) requires an attorney “To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.” Therefore, we have always protected your right to privacy.

In the course of providing our clients with income tax, estate tax, gift tax and estate planning advice, we receive significant personal financial information from our clients. As a client of our firm, you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

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Peter C. Ho, Co-Trustee  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: October 5, 2017  
 Statement No. 16245  
 Account No. 51475.00001  
 Page: 1

RE: James F. Ho (Deceased)  
 Trust Administration

**Copies to:**

Shan-Yuan Ho, Co-Trustee  
 4500 E. Oltorf Street, Unit 405  
 Austin, TX 78741

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

**For services rendered through 09/29/2017**

			Hours
09/14/2017	SDA	Review estate administrative matters, procedural considerations, and transfer tax compliance issues with Mr. Minton.	0.30
	JDM	Review trust administration issues	0.40
09/15/2017	SDA	Review estate administrative matters with paralegal following conference with Mr. Minton.	0.20
	JDM	Attention to email communications with P. Ho; confer with M. Brown and K. Mohr	0.40
09/18/2017	KAM	Review estate planning documents and client asset list; office conference with Mr. Minton and Mr. Brown. Computer research in connection with obtaining the property history reports for 235 Ste Ave., Butte Valley, 272 Boothbay Ave., Foster City, 229 Fulton Ave., Redwood City, 148 CSM Drive, San Mateo and 720 Promontory Point Ln, Foster City. Review August account statements and beneficiary designations; begin preparation of asset list.	2.90
	JDM	Trust admin planning meeting with M. Brown and K. Mohr	0.50
09/19/2017	KAM	Confer with Mr. Minton and Mr. Anderson regarding next steps. Complete asset list.	1.00
	SDA	Review trust administrative matters with paralegal; review case summary memorandum.	0.30

Peter C. Ho, Co-Trustee  
Account No. 51475.00001  
RE: James F. Ho (Deceased)  
Trust Administration

Statement Date: 10/05/2017  
Statement No. 16245  
Page No. 2

			Hours
09/21/2017	KAM	Prepare new client information sheet; further attention to Statutory Notification for Trust A; draft Notification for Trust B. Open new trust administration file. Prepare SS-4 for Trust A.	1.70
	SDA	Review trust administrative matters with paralegal; review income tax issues associated with residence disposition with Mr. Minton.	0.40
09/22/2017	KAM	Update file.	0.20
	SDA	Review trust administrative matters with paralegal.	0.20
09/26/2017	SDA	Review several messages to and from Mr. Ho; review status of estate administrative matters.	0.20
09/27/2017	KAM	Emails with Mr. Anderson and Mr. Minton regarding questions from client concerning necessity for probate and related matters; email to client with respect to necessity for probate.	0.70
	SDA	Respond to inquiry from Mr. Ho regarding necessity for probate administration; review issues with paralegal; review myriad account and real property titling issues.	0.80
09/28/2017	KAM	Update client file. Confer with Mr. Lassen regarding ownership history of McCollum.	0.40
	SDA	Review IRA titling and beneficiary designation issues. For Current Services Rendered	0.20 10.80
		Total Current Work	<u>4,250.00</u>
		<b>Balance Due</b>	<u>\$4,250.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

HWANG MINTON+HORN

Peter C. Ho, Co-Trustee  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: October 5, 2017  
Statement No. 16245  
Account No. 51475.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51475-00001 Trust Administration 0.00	4,250.00	0.00	0.00	0.00	\$4,250.00

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: October 12, 2017  
Statement No. 16218  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
4500 E. Oltorf Street, Unit 405  
Austin, TX 78741

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

REVISED STATEMENT NO. 16218

For services rendered through 09/29/2017

			Hours
09/11/2017	JDM	Call with S. Ho re potential case; analysis re claims and defenses NO CHARGE (1.4)	
09/12/2017	JDM	Attention to email communications with S. Ho; review and analysis of documents provided by S. Ho NO CHARGE (.7)	
09/13/2017	JDM	Review and analysis of documents provided by S. Ho; meeting with clients re potential case; research and analysis	4.80
	DEL	Confer with J. Minton regarding strategy and petition; analyze records in preparation of petition	0.70
09/14/2017	JDM	Strategy discussion with D. Lassen; further review and analysis of documents provided by S. Ho; attention to email communications with clients	0.80
	DEL	Analyze records in preparation of petition; draft outline of petition	6.90
09/15/2017	DEL	Draft petition; analyze records in preparation of petition	5.10
	JDM	Strategy discussion with D. Lassen re petition	0.60

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 10/12/2017  
Statement No. 16218  
Page No. 2

			Hours
09/17/2017	JDM	Call with D. Lau and SY Ho; confer with D. Lassen re short petition; analysis re same	0.80
09/18/2017	DEL	Draft petition; analyze records; confer with J. Minton regarding same; revise petition	8.60
	JDM	Calls with D. Lau and SY Ho; review and revise petition; prepare notice of lis pendens, notice of hearing, and related documents; strategy discussions with D. Lassen	2.80
09/19/2017	DEL	Revise petition; confer with J. Minton regarding same; confer with J. Minton regarding additional information from clients; analyze evidence law	5.80
	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; review and revise petition; confer with D. Lassen re research on recordings, and amended petition	4.20
09/20/2017	DEL	Confer with J. Minton regarding subpoenas and amended petition; analyze evidence law; confer with J. Minton regarding same; analyze loan relating to purchase of Redwood City property; draft subpoena regarding same	3.90
	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; call with P. Ho; attention to subpoenas to J. Martin and Sterling Bank; call with real estate attorney Mark Hudak re LA home claim; analysis re same; confer with D. Lassen re litigation strategy and next steps; attention to service of petition, notice of hearing, and lis pendens; call and email communications with realtor P. Malak	3.30
09/21/2017	JDM	Call with P. Ho; attention to email communications with P. Ho, SY Ho, and D. Lau; analysis re litigation issues; strategy discussions with D. Lassen re same; attention to service of petition issues	2.80
	DEL	Analyze correspondence with D. Chang's children; draft amended petition; confer with J. Minton regarding amended petition, subpoenas and meningioma diagnosis; correspond with clients regarding meningioma diagnosis	7.80
09/22/2017	DEL	Draft amended petition; analyze law in support of amended petition; confer with J. Minton regarding subpoenas and amended petition	5.20
	JDM	Strategy discussion with D. Lassen re amended petition and next steps; attention to service issues re D. Chang	0.40
09/25/2017	JDM	Attention to email communications with SY Ho and P. Ho; confer with D. Lassen re discovery issues	0.30

Mr. Peter C. Ho  
 Account No. 51476.00001  
 RE: Peter C. Ho  
 v. Debby Chang

Statement Date: 10/12/2017  
 Statement No. 16218  
 Page No. 3

		Hours
	DEL Draft amended petition; analyze law in preparation of amended petition; analyze correspondence between clients and D. Chang's children; confer with J. Minton regarding amended petition	4.20
09/26/2017	JDM Analysis re litigation strategy; confer with D. Lassen; attention to email communications with P. and SY Ho	2.20
	DEL Conference call with P. Ho and S.Y. Ho regarding records; confer with J. Minton regarding strategy; draft amended petition	4.10
09/27/2017	DEL Draft amended petition; draft subpoenas to D. Chang's realtor and realty group	3.30
	For Current Services Rendered	<u>78.60</u>
		<u>29,810.00</u>

#### Disbursements incurred through 09/29/2017

09/19/2017	Filing fee: Petition; Notice of Pendency of Action (Lis Pendens)	782.00
09/19/2017	Recording fee: Notice of Pendency of Action (Lis Pendens)	<u>113.20</u>
	Total Disbursements	<u>895.20</u>
	Total Current Work	<u>30,705.20</u>

#### Payments

10/04/2017	Payment from Client Trust Account	-10,000.00
	Courtesy Adjustment	-3,000.00
	Balance Due	<u>\$17,705.20</u>

#### Client Trust Account

09/26/2017	Opening Balance	\$0.00
10/04/2017	Deposit Retainer to Client Trust Account	10,000.00
	Partial Payment of October Statement from Client Trust Account	
	PAYEE: Anderson Yazdi Hwang Minton + Horn LLP	-10,000.00
	Closing Balance	<u>\$0.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

LLP

HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: October 12, 2017  
Statement No. 16218  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 0.00	26,810.00	0.00	895.20	-10,000.00	\$17,705.20

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: November 8, 2017  
 Statement No. 16532  
 Account No. 51476.00001  
 Page: 1

RE: Peter C. Ho  
 v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
 5607 Clay Avenue  
 Austin, TX 78756

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

Previous Balance	\$17,705.20
------------------	-------------

For services rendered through 10/31/2017

			Hours
10/01/2017	DEL	Analyze evidence law; conference call with clients and J. Minton; correspond with clients regarding witness list; draft amended petition; [09-29-2017]	2.10
	JDM	Strategy discussions with D. Lassen; conference call with P. Ho, SY Ho and D. Lau; review and revise Amended Petition; analysis re next steps [9-29-17]	3.40
10/02/2017	DEL	Draft discovery requests to D. Chang; confer with J. Minton regarding same	3.80
	JDM	Attention to email communications with P. Ho and SY Ho; review additional transcript and "Random Notes" memo; modify Amended Petition [10-1-17 and 10-2-17]	0.70
10/03/2017	DEL	Draft discovery requests to D. Chang	2.40
10/04/2017	JDM	Review form interrogatories; confer with D. Lassen re same	0.30
10/06/2017	JDM	Review and revise Amended Petition; attention to email communications with P. Ho, SY Ho and D. Lau re same; confer with D. Lassen re proposed revisions	1.60
10/09/2017	JDM	Call with J. Loew; review and revise Amended Petition; attention to email communications with P. Ho, SY Ho and D. Lau re same; confer with D. Lassen re litigation strategy issues	3.70

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 11/08/2017  
Statement No. 16532  
Page No. 2

			Hours
	DEL	Confer with J. Minton regarding discovery; draft table of claims and values	1.10
10/11/2017	JDM	Call with P. Ho, SY Ho and D. Lau; revise Amended Petition	3.40
	DEL	Draft discovery requests; review subpoenas	0.80
10/12/2017	JDM	Revise Amended Petition; analysis re discovery next steps	0.60
10/13/2017	DEL	Revise table of D. Chang's liability and double damages; attention to subpoenas; prepare chronology with supporting evidence for use in deposition and trial preparation	2.50
10/14/2017	JDM	Review and revise further Amended Petition following additional comments from P. Ho, SY Ho and D. Lau; attention to email communications with P. Ho, SY Ho and D. Lau	0.80
10/16/2017	JDM	Review and analysis of document production from J. Martin's office; strategy discussions with D. Lassen; attention to email communications with P. Ho, SY Ho and D. Lau	3.20
10/17/2017	DEL	Prepare memorandum of J. Martin production in preparation for his deposition	1.60
10/18/2017	JDM	Review D. Lassen memo re Martin docs and potential Martin deposition issues; review and revise Amended Petition; review estimated seller's statement for Fulton Street property; review letter from Old Republic Title re subpoena	1.70
10/19/2017	JDM	Review and revise Amended Petition to incorporate Martin issues	0.80
10/20/2017	JDM	Review and analysis of summary document and comments provided by clients re Martin production; attention to email communications with P. Ho, SY Ho and D. Lau re lis pendens issues, Martin, damages claims, and related issues; research Probate Code section 21384 re Certificate of independent Counsel requirements; review cases addressing definition of "presence"	4.40
10/22/2017	JDM	Revise Amended Petition	1.40
10/23/2017	JDM	Review 38 recent court opinions addressing current and former versions of lis pendens statute in anticipation of potential D. Chang effort to expunge lis pendens; revise Amended Petition; attention to email communications with P. Ho, SY Ho and D. Lau; calls with J. Loew and P. Ho	5.30

Mr. Peter C. Ho  
 Account No. 51476.00001  
 RE: Peter C. Ho  
 v. Debby Chang

Statement Date: 11/08/2017  
 Statement No. 16532  
 Page No. 3

			Hours
10/24/2017	JDM	Revise Amended Petition; analysis of issues relating to P. Ho's discussions with D. Chang re Fulton; review and analysis of P. Ho summary timeline of events relating to Fulton; attention to email communications with P. Ho, SY Ho and D. Lau	1.20
10/25/2017	JDM	Conference calls with P. Ho, SY Ho and D. Lau	0.90
10/26/2017	JDM	Revise Amended Petition	0.80
10/29/2017	JDM	Revise Amended Petition	1.60
10/30/2017	JDM	Revise Amended Petition; attention to P. Ho, SY Ho and D. Lau	0.80
		For Current Services Rendered	<u>50.90</u>
			<u>21,475.00</u>

#### Disbursements incurred through 10/31/2017

09/21/2017	Filing fee: Deposition Subpoena for Production of Business Records	95.00
09/22/2017	Service of Process Fees: Notice of Hearing, Petition for Return of Trust Property, for Financial Alder Abuse and for Related Relief, Notice of Pendency of Action (Lis Pendens)	362.00
09/30/2017	Subscription legal research database (Westlaw) Fees	174.93
09/30/2017	Subscription legal research database (Westlaw) Fees	125.50
10/16/2017	Cost For Production of Records Pursuant to Our Subpoena	20.40
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (Old Republic Title Company)	186.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (CSR Real Estate Services)	81.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (Signature Escrow)	143.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (Chicago Title Company)	131.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (Sterling Bank & Trust FSB)	64.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records (Pierre Malak)	201.50
10/18/2017	Processor fee: Deposition Subpoena for Production of Business Records: OREXCO (Old Republic Exchange Facilitator Company)	131.50
	Total Disbursements	<u>1,718.33</u>
	Total Current Work	<u>23,193.33</u>

#### Payments

10/30/2017	Payment	-17,705.20
	<b>Balance Due</b>	<b><u>\$23,193.33</u></b>

ANDERSON YAZDI  
ELP  
HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: November 8, 2017  
Statement No. 16532  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 17,705.20	21,475.00	0.00	1,718.33	-17,705.20	\$23,193.33

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: December 11, 2017  
 Statement No. 16903  
 Account No. 51476.00001  
 Page: 1

RE: Peter C. Ho  
 v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
 5607 Clay Avenue  
 Austin, TX 78756

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

REVISED STATEMENT NO. 16903

Previous Balance	\$23,193.33
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For services rendered through 11/30/2017

			Hours
11/01/2017	JDM	Call with P. Ho, SY Ho and D. Lau; revise Amended Petition; review documents from CSR Real Estate Services; attention to subpoena to Mary Bee Thrasher	1.80
11/02/2017	DEL	Draft first set of discovery to D. Chang	1.90
	JDM	Further analysis of documents from CSR Real Estate Services; revise Amended Petition; attention to subpoena to Mary Bee Thrasher	0.80
11/03/2017	JDM	Attention to discovery and subpoena issues; review and analysis of Sterling Bank records; attention to email communications with P. Ho, SY Ho and D. Lau	1.90
	DEL	Draft discovery requests to D. Chang; confer with J. Minton regarding same; draft summary of discovery for correspondence with clients; revise amended petition	3.50
11/05/2017	JDM	Review and revise Requests for Admission to D. Chang; attention to email communications with SY Ho	0.70

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 12/11/2017  
Statement No. 16903  
Page No. 2

			Hours
11/06/2017	DEL	Analyze correspondence regarding Sterling Bank & Trust production; draft letter to Sterling Bank & Trust; draft discovery requests based on Sterling Bank & Trust production; confer with J. Minton regarding same	1.70
	JDM	Review and revise draft Special Interrogatories to D. Chang	0.60
11/07/2017	DEL	Confer with J. Minton regarding discovery requests; revise letter to Sterling Bank & Trust; confer with records custodian from Sterling Bank & Trust; correspond with clients regarding same; revise discovery requests	2.60
	JDM	Review and revise document requests to D. Chang; confer with D. Lassen re discovery; attention to email communications with SY Ho, P. Ho and D. Lau	1.30
11/08/2017	JDM	Call with criminal law attorney Paul Wilkins; attention to email communications with P. Ho, SY Ho, and D. Lau re Amended Petition, McCollum property and additional subpoena to Bank of America (Sandy Wong); modify Amended Petition	0.90
11/09/2017	DEL	Draft subpoena to Bank of America; revise discovery requests based on input from S.Y. Ho; confer with J. Minton regarding same	1.80
	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; review and analysis of P. Malak document production; modify Amended Petition	0.80
11/10/2017	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; attention to McCollum lis pendens	0.50
11/13/2017	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; revise Amended Petition	1.60
11/14/2017	DEL	Draft additional discovery requests	0.40
	JDM	Attention to email communications with P. Ho, SY Ho, and D. Lau; attention to filing and service of Amended Petition and lis pendens for McCollum; review additional Special Interrogatories	0.60
11/15/2017	JDM	Review and analysis of Old Republic records; attention to email communications with P. Ho, SY Ho and D. Lau	1.30
11/20/2017	JDM	Attention to email communications with SY Ho; review J. Ho comparative signature documents; attention to further subpoena to P. Malak	0.50

11/13/17 we receive  
first draft of  
discovery requests

what changes were made?

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 12/11/2017  
Statement No. 16903  
Page No. 3

			Hours
11/21/2017	JDM	Attention to email communications with SY Ho and P. Ho; review of MB Thrasher production; communications with Sotheby's re lack of email communications	0.90
11/22/2017	JDM	Confer with K. Mohr re deadline for probating other potential will	0.20
11/27/2017	JDM	Attention to email communications with SY Ho; confer with D. Lassen re discovery modifications	0.50
11/28/2017	DEL	Revise first set of discovery requests to D. Chang; confer with J. Minton regarding revisions and client comments	3.20
11/29/2017	DEL	Revise fist set of discovery requests to D. Chang	0.20
11/30/2017	DEL	Revise first set of discovery requests to D. Chang For Current Services Rendered	0.40
			30.60
			12,200.00
<b>Disbursements incurred through 11/30/2017</b>			
10/31/2017		Subscription legal research database (Westlaw) Fees	DEL 15.7
10/31/2017		Subscription legal research database (Westlaw) Fees	JDM 14.9
11/08/2017		Continuance Fee Re Hearing on 850 Petition (11-20-17 to 1-26-18)	356.88
11/10/2017		Consultation Fee - Paul Wilkins, Attorney at Law	91.74
11/30/2017		Recording fee - Los Angeles County Redorder's Office	20.00
		Total Disbursements	5,000.00
			336.00
			5,804.62
		Total Current Work	18,004.62
<b>Payments</b>			
12/04/2017		Payment	-23,193.33
<b>Courtesy Adjustment</b>			-2,000.00
		Balance Due	<u>\$16,004.62</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

LLP

HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: December 11, 2017  
Statement No. 16903  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 23,193.33	10,200.00	0.00	5,804.62	-23,193.33	\$16,004.62

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: January 10, 2018  
Statement No. 17435  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$16,004.62
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For services rendered through 12/29/2017

			Hours
12/04/2017	JDM	Review and analysis of Chicago Title records; attention to email communications with P. Ho; review SY Ho's, P. Ho's and D. Lau's comments re discovery requests; confer with D. Lassen re same	1.10
12/06/2017	DEL	Confer with J. Minton regarding first set of discovery; revise same; respond to client comments	0.80
12/07/2017	JDM	Review and analysis of new transcripts; draft letter to J. Loew re McCollum rental income; attention to email communications with SY Ho, P. Ho and D. Lau	2.60
12/08/2017	JDM	Attention to email communications with SY Ho; call with SY Ho, P. Ho and D. Lau; draft letter to J. Loew re furniture; analysis re litigation strategy	2.80
12/11/2017	JDM	Call with SY Ho, P. Ho and D. Lau; draft letter to J. Loew re Fulton rent; draft letters to Sterling Bank and Sotheby's re missing documents	1.30
12/12/2017	JDM	Attention to email communications with SY Ho, P. Ho and D. Lau; finalize correspondence to J. Loew and Sterling Bank; review witness list	0.50
		For Current Services Rendered	<u>9.10</u>
			<u>4,015.00</u>

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 01/10/2018  
Statement No. 17439  
Page No. 2

Disbursements incurred through 12/29/2017

11/20/2017	Processor fee: Deposition Subpoena for Production of Business Records (Bank of America, N.A.)	133.50
12/01/2017	Processor fee - Deposition Subpoena	81.50
	Total Disbursements	<u>215.00</u>
	Total Current Work	4,230.00

Payments

01/02/2018	Payment	-16,004.62
	Courtesy Adjustment	-1,000.00
	Balance Due	<u>\$3,230.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

LLP

HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: January 10, 2018  
Statement No. 17435  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 16,004.62	3,015.00	0.00	215.00	-16,004.62	\$3,230.00

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: February 5, 2018  
 Statement No. 17491  
 Account No. 51476.00001  
 Page: 1

RE: Peter C. Ho  
 v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
 5607 Clay Avenue  
 Austin, TX 78756

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

Previous Balance	\$3,230.00
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For services rendered through 01/31/2018

			Hours
01/02/2018	JDM	Review and analysis of second Sotheby's production; attention to email communications with SY Ho, P. Ho and D. Lau	0.30
01/04/2018	JDM	Call with Mary Bee; attention to email communications with SH Ho, P. Ho and D. Lau	0.50
01/05/2018	JDM	Call with SY Ho, P. Ho and D. Lau; review subpoena issues	2.10
01/08/2018	JDM	Attention to email communications with P. Ho, SY Ho and D. Lau; call with J. Loew	0.40
01/23/2018	JDM	Review D. Chang's response to our amended petition; attention to email communications with SY Ho, P. Ho and D. Lau; communications with J. Loew re continuance of January 26 hearing; call with P. Wilkins	1.50
01/24/2018	JDM	Call with J. Loew re hearing date and discovery; analysis re litigation strategy; attention to email communications with P. Ho	0.60
01/26/2018	JDM	Call with P. Wilkins	0.30
01/29/2018	JDM	Attention to email communications with SY Ho, P. Ho and D. Lau [1-27-18 and 1-29-18]; review newly available transcripts; conference call with SY Ho, P. Ho and D. Lau	3.20

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 02/05/2018  
Statement No. 17491  
Page No. 2

		Hours	
01/30/2018	JDM	Further review of new transcripts; attention to email communications with SY Ho, P. Ho and D. Lau; analysis re litigation strategy	1.40
		For Current Services Rendered	<u>10.30</u>
			<u>4,841.00</u>

**Disbursements incurred through 01/31/2018**

01/25/2018	Filing fee for Continuance of Hearing from January 26, 2018 to May 11, 2018	20.00
	Total Disbursements	<u>20.00</u>
	Total Current Work	4,861.00

**Payments**

01/29/2018	Payment	-3,230.00
	Balance Due	<u>\$4,861.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: February 5, 2018  
Statement No. 17491  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 3,230.00	4,841.00	0.00	20.00	-3,230.00	<u>\$4,861.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date:  
Statement No.  
Account No.

March 6, 2018  
17891  
51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance \$4,861.00

For services rendered through 02/28/2018

			Hours
02/01/2018	JDM	Attention to email communications with SY Ho, P. Ho and D. Lau re personal property issues	0.20
	JDM	Attention to email communications with SY Ho, P. Ho and D. Lau re personal property issues [1-31-18]	0.20
02/02/2018	JDM	Further review and analysis of "family meeting" transcript (9-2-17); attention to email communications with P. Ho, SY Ho and D. Lau	0.60
02/04/2018	JDM	Review and analysis of transcript of 9-3-17; attention to email communications with P. Ho, SY Ho and D. Lau	1.30
02/05/2018	JDM	Review and analysis of D. Chang's discovery responses; attention to email communications with P. Ho; review prior transcripts for portions contradicting D. Chang discovery responses	1.60
02/06/2018	JDM	Further review and analysis of D. Chang's discovery responses; attention to email communications with P. Ho, SY Ho and D. Lau; conference call with P. Ho, SY Ho and D. Lau; review prior transcripts for portions contradicting D. Chang discovery responses; attention to email communications from J. Loew re furniture	2.40
02/07/2018	JDM	Review D. Chang's responses to form interrogatories	0.60

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 03/06/2018  
Statement No. 17891  
Page No. 2

			Hours
02/08/2018	JDM	Attention to email communications with SY Ho re furniture issues	0.20
02/13/2018	JDM	Further review and analysis of D. Chang's responses to our discovery requests; assemble list of issues for meet and confer letter re discovery to J. Loew; conference call with SYH, P. Ho and D. Lau	2.70
02/14/2018	JDM	Further review and analysis of D. Chang's responses to our discovery requests; assemble list of issues for meet and confer letter re discovery to J. Loew; attention to email communications with SYH, P. Ho and D. Lau	2.60
02/19/2018	JDM	Review and analysis of email communications from SYH re review of D. Chang's responses to special interrogatories; review and analysis of transcriptions of conversations dated August 24, 2017	0.90
02/20/2018	JDM	Review and revise discovery meet and confer letter; confer with D. Lassen re same	0.70
	DEL	Draft meet and confer letter regarding D. Chang's discovery responses	2.80
02/22/2018	JDM	Attention to email communications with P. Ho, SYH and D. Lau; revise meet and confer letter to J. Loew; draft further letter to J. Loew re furniture	1.30
02/23/2018	JDM	Call with P. Ho, SYH and D. Lau	0.40
02/26/2018	JDM	Attention to email communications with P. Ho, SYH and D. Lau re letters to J. Loew; modify same For Current Services Rendered	0.50 19.00
		Total Current Work	8,650.00
<u>Payments</u>			
02/26/2018		Payment	-4,861.00
		Balance Due	<u>\$8,650.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: March 6, 2018  
Statement No. 17891  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 4,861.00	8,650.00	0.00	0.00	-4,861.00	<u>\$8,650.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: April 6, 2018  
Statement No. 18425  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$8,650.00
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For services rendered through 03/30/2018

			Hours
03/02/2018	JDM	Attention to email communications with SYH	0.60
03/05/2018	JDM	Quick review of discovery from D. Chang; attention to email communications with SYH, P. Ho and D. Lau; review and analysis of email communications from S. Sheppard; draft response letter	0.80
03/06/2018	DEL	Draft meet and confer letter regarding D. Chang's discovery responses; draft motion to compel regarding same	2.80
	JDM	Call and email communications with SYH, P. Ho and D. Lau; revise D. Lassen letters to S. Sheppard	1.50
03/08/2018	JDM	Draft responses to form interrogatories and special interrogatories from D. Chang	1.70
	DEL	Draft motion to compel	2.90
03/09/2018	DEL	Draft motion to compel	2.10
	JDM	Call and email communications with SYH, P. Ho and D. Lau; draft responses to special interrogatories and requests for admission from D. Chang	1.60
03/12/2018	JDM	Review meet and confer response letter from S. Sheppard; confer with D. Lassen re response	0.50

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 04/06/2018  
Statement No. 18425  
Page No. 2

			Hours
03/14/2018	JDM	Draft responses to requests for admission from D. Chang; attention to email communications with P. Ho and SYH re furniture issues; revise meet and confer letter re D. Chang's responses to our discovery requests; review and analysis of documents produced by D. Chang	2.10
03/15/2018	JDM	Attention to email communications with P. Ho, SYH and D. Lau; review and analysis of records produced by BofA; modify meet and confer letter	0.50
03/16/2018	JDM	Research case law contextualizing Goetz case cited in J. Loew's response to our Amended Petition, concerning weight to give certificate of independent review; attention to email communications with P. Ho, SYH and D. Lau; review and analysis of records produced by D. Chang	3.70
03/19/2018	JDM	Further research of recent case law re certificates of independent review and related issues; attention to email communications with P. Ho, SYH and D. Lau; analysis re conformity to initial cost estimate; analysis re case development, cost refinements, and potential trial outcomes relative to settlement	3.10
03/20/2018	JDM	Draft notes re responses to D. Chang's document requests; attention to email communications with P. Ho, SYH and D. Lau	0.60
03/22/2018	JDM	Attention to email communications with P. Ho, SYH and D. Lau	0.50
03/23/2018	JDM	Review subpoena to Redwood City Police Dept.; quick review of S. Sheppard response letter; attention to email communications with SYH, P. Ho and D. Lau	0.30
03/24/2018	JDM	Review and analysis of S. Sheppard letter of March 23, 2018; draft response; attention to email communications with SYH, P. Ho and D. Lau	0.70
03/26/2018	DEL	Draft meet and confer letter	0.30
	JDM	Attention to email communications with SYH, P. Ho and D. Lau	0.50
03/28/2018	DEL	Correspond with opposing counsel re discovery	0.20
	JDM	Attention to email communications with SYH, P. Ho and D. Lau; confer with D. Lassen re communications with S. Sheppard	0.30
		For Current Services Rendered	<u>27.30</u>
		Total Current Work	12,000.00

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 04/06/2018  
Statement No. 18425  
Page No. 3

Payments

04/02/2018	Payment	-8,650.00
04/06/2018	Payment from Client Trust Account	-3,387.50
	Total Payments	<u>-12,037.50</u>
	Balance Due	<u>\$8,612.50</u>

Client Trust Account

03/16/2018	Opening Balance	\$0.00
	Refund of Retainer from Attorney Paul Wilkins	3,387.50
04/05/2018	Partial Payment of April 2018 Statement from Client Trust Account	
	PAYEE: Anderson Yazdi Hwang Minton + Horn LLP	-3,387.50
	Closing Balance	<u>\$0.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI  
L.L.P.  
HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: April 6, 2018  
Statement No. 18425  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 8,650.00	12,000.00	0.00	0.00	-12,037.50	<u>\$8,612.50</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: May 7, 2018  
 Statement No. 18604  
 Account No. 51476.00001  
 Page: 1

RE: Peter C. Ho  
 v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
 5607 Clay Avenue  
 Austin, TX 78756

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

Previous Balance	\$8,612.50
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For services rendered through 04/30/2018

			Hours
04/01/2018	JDM	Confer with D. Lassen re laptop issue and S. Sheppard communications [3-30-18]	0.20
	DEL	Attention to email from opposing counsel regarding small claims petition for laptop; confer with J. Minton regarding same (work performed 03-30-2018)	0.30
04/02/2018	JDM	Attention to email communications with D. Lassen re laptop issue and S. Sheppard communications	0.20
	DEL	Draft correspondence to P. Ho and opposing counsel	0.40
04/05/2018	JDM	Meeting with P. Ho and D. Lau; analysis re next steps; confer with D. Lassen re same	2.40
04/10/2018	DEL	Analyze Debby's supplemental document production and discovery responses; correspond with clients regarding same; draft correspondence to opposing counsel regarding same	2.40
04/11/2018	DEL	Prepare analysis for motion to compel; draft correspondence regarding laptop	3.50
04/12/2018	JDM	Review email communications re discovery issues; confer with D. Lassen re same; attention to email communications with SYH, P. Ho and D. Lau [4-9-18 to 4-14-18]	0.70

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 05/07/2018  
Statement No. 18604  
Page No. 2

			Hours
04/13/2018	JDM	Attention to email communications with P. Ho; confer with D. Lassen re motion to compel and laptop issue	0.70
	DEL	Draft motion to compel; attention to laptop issue	3.60
04/16/2018	JDM	Conference call with SYH, P. Ho and D. Lau; confer with D. Lassen re motion to compel	1.70
04/17/2018	DEL	Draft motion to compel and separate statement	2.70
04/18/2018	JDM	Review and revise motion to compel; confer with D. Lassen re same	0.80
	DEL	Draft motion to compel and separate statement; draft supporting declaration	2.80
04/19/2018	JDM	Call with IT forensics expert re laptop; review Minton declaration and separate statement; review revised motion; attention to email communications with SYH; confer with D. Lassen re same	0.90
04/20/2018	JDM	Call with J. Loew	0.30
04/23/2018	JDM	Review and revise responses to D. Chang's first set of requests for admission; attention to email communications with SYH	1.70
04/24/2018	JDM	Review and revise responses to D. Chang's first set of requests for admission and special interrogatories; attention to email communications with P. Ho	5.80
04/25/2018	JDM	Review and revise responses to D. Chang's first set of requests for admission, special interrogatories, form interrogatories and requests for production of documents; attention to email communications with P. Ho and SYH	4.20
04/27/2018	JDM	Analysis of police report; attention to email communications with SYH, P. Ho and D. Lau	0.30
		For Current Services Rendered	<u>35.90</u>
			<u>15,162.00</u>

Disbursements incurred through 04/30/2018

02/20/2018	Subscription legal research database (Westlaw) Fees	97.81
03/19/2018	Subscription legal research database (Westlaw) Fees	49.23
03/21/2018	Subscription legal research database (Westlaw) Fees	13.11
04/20/2018	Processor Fee - Service on Redwood City Police Department	81.50
	Total Disbursements	<u>241.65</u>
		15,403.65

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 05/07/2018  
Statement No. 18604  
Page No. 3

Payments

04/30/2018	Payment	-8,612.50
	Balance Due	<u>\$15,403.65</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: May 7, 2018  
Statement No. 18604  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 8,612.50	15,162.00	0.00	241.65	-8,612.50	\$15,403.65

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: June 6, 2018  
Statement No. 19220  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$15,403.65
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For services rendered through 05/31/2018

			Hours
05/01/2018	JDM	Call with P. Ho, SYH and D. Lau; analysis re next steps [4-30-18]	1.70
05/10/2018	JDM	Attention to email communications with P. Ho	0.20
05/11/2018	DEL	Analyze opposition to motion to compel; draft reply	2.50
	JDM	Travel to, attend, return from hearing; confer with P. Ho; review opposition to motion to compel; confer with D. Lassen re same	2.20
05/14/2018	DEL	Draft reply in support of motion to compel; confer with J. Minton regarding same; correspond with clients regarding reply	3.90
05/15/2018	JDM	Revise reply in support of motion to compel	0.70
05/21/2018	JDM	Attention to document production; prepare for hearing on Motion to Compel; confer with D. Lassen re same	0.40
05/22/2018	JDM	Travel to, attend, return from hearing	1.70
	DEL	Prepare for and attend hearing on motion to compel; travel to and from hearing (NO CHARGE 2.4 )	
05/25/2018	DEL	Correspond regarding missing laptop accessories	0.30

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 06/06/2018  
Statement No. 19220  
Page No. 2

	Hours
JDM Attention to email communications with SYH	0.20
For Current Services Rendered	<u>13.80</u>
	<u>5,816.00</u>

**Disbursements incurred through 05/31/2018**

04/19/2018	Subscription legal research database (Westlaw) Fees	84.04
04/20/2018	Filing fees - San Mateo County Superior Court	99.00
05/18/2018	Retainer for Kivu	3,000.00
05/24/2018	Priority Mail Charge.	7.20
	Total Disbursements	<u>3,190.24</u>
		9,006.24

**Payments**

05/29/2018	Payment	-15,403.65
	<b>Balance Due</b>	<u>\$9,006.24</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

LLP

HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: June 6, 2018  
Statement No. 19220  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 15,403.65	5,816.00	0.00	3,190.24	-15,403.65	\$9,006.24

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: July 5, 2018  
Statement No. 190281  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$9,006.24
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For services rendered through 06/30/2018

			Hours
06/01/2018	JDM	Attention to email communications with SYH and J. Loew re D. Chang deposition [5-31-18]	0.40
	JDM	Attention to email communications with SYH and J. Loew re D. Chang deposition	0.30
06/04/2018	JDM	Review and analysis of discovery letter from S. Sheppard; attention to email communications with SYH, P. Ho and D. Lau re same	0.20
	DEL	Revise subpoenas; confer with J. Minton regarding meet and confer letter	0.50
06/05/2018	JDM	Attention to email communications with J. Loew re D. Chang deposition; attention to email communications with SYH, P. Ho and D. Lau re same	0.20
06/06/2018	JDM	Attention to email communications with D. Lau; draft email to J. Loew re D. Chang deposition	0.30
06/08/2018	JDM	Attention to email communications with D. Lau and SYH re D. Chang deposition	0.20
06/12/2018	JDM	Call and email communications with J. Loew re deposition and subpoenas	0.30

Mr. Peter C. Ho  
 Account No. 51476.00001  
 RE: Peter C. Ho  
 v. Debby Chang

Statement Date: 07/05/2018  
 Statement No. 19028  
 Page No. 2

			Hours
06/15/2018	JDM	Review S. Sheppard letter and SYH proposed response; analysis re discovery issues; attention to email communications with SYH, P. Ho and D. Lau	0.70
06/18/2018	DEL	Correspond regarding Cathay Bank subpoena	0.40
06/20/2018	DEL	Correspond with opposing counsel regarding deadline for discovery responses; confer with C. Loza regarding subpoenas	0.50
06/22/2018	JDM	Call with SYH, P. Ho and D. Lau; call with J. Loew; review proposed Stipulated Protective Order	2.20
06/25/2018	JDM	Attention to email communications with SYH and J. Loew re protective order [6-23-18 and 6-25-18]	0.50
06/26/2018	JDM	Review information sent by P. Ho; prepare letter response to S. Sheppard	0.40
06/27/2018	JDM	Finalize responses to revised requests for production of documents and supplemental interrogatory, and cover letter to S. Sheppard; attention to email communications with P. Ho; confer with D. Lassen re key issues to cover in D. Chang deposition outline; attention to filed stipulated protective order and communications with County Legal re same	0.80
	DEL	Draft outline for D. Chang deposition.	1.30
06/29/2018	DEL	Draft outline for D. Chang deposition For Current Services Rendered	1.20
			<u>10.40</u>
			<u>4,498.00</u>

#### Disbursements incurred through 06/30/2018

06/15/2018	Processor fee.	First attempt of Service on Margot Mackerrow.	115.00
06/18/2018	Processor fee.	Service on Margot E. Mackerrow.	131.50
06/18/2018	Processor fee.	Service on J.P. Morgan Chase Bank. NA.	151.50
06/18/2018	Processor fee.	Service on Cathay Bank (Lisa Kim).	184.50
06/20/2018	Processor fee.	First attempt of service on Sufen Tammy Yu, EA Tax Servicer.	115.00
06/20/2018	Processor fee.	Service on Sufen Tammy Yu, EA Tax Servicer.	<u>143.50</u>
		Total Disbursements	841.00
			5,339.00

#### Payments

07/02/2018	Payment	-9,006.24
	Balance Due	<u>\$5,339.00</u>

ANDERSON YAZDI

HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: July 5, 2018  
Statement No. 190281  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 9,006.24	4,498.00	0.00	841.00	-9,006.24	<u>\$5,339.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: August 7, 2018  
Statement No. 191308  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$5,339.00
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For services rendered through 07/31/2018

			Hours
07/03/2018	JDM	Review and analysis of July 2 letter from S. Sheppard; attention to email communications with SYH, P. Ho and D. Lau	0.20
	DEL	Draft outline for D. Chang deposition	3.60
07/06/2018	DEL	Draft outline for D. Chang deposition	2.30
07/10/2018	JDM	Conference call with SYH, P. Ho and D. Lau; review and revise outline for deposition of D. Chang; review key case documents in prep for D. Chang deposition	3.40
07/11/2018	JDM	Review and revise outline for deposition of D. Chang; review key case documents in prep for D. Chang deposition	3.70
07/12/2018	JDM	Prepare for and take D. Chang deposition; meeting with SYH and P. Ho	6.80
	DEL	Attend D. Chang deposition; confer regarding Chase Bank subpoena	4.10
07/13/2018	JDM	Attention to email communications with SYH, P. Ho and D. Lau; confer with D. Lassen	0.40

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 08/07/2018  
Statement No. 19130  
Page No. 2

			Hours
07/16/2018	JDM	Draft deposition outline for session two of D. Chang deposition; attention to email communications with SYH, P. Ho and D. Lau	4.30
07/17/2018	JDM	Meeting with SYH; attention to email communications with J. Loew re interpreter; prepare for Session 2 of D. Chang deposition; attention to email communications with P. Ho re same	2.70
	DEL	Conference with S.Y. Ho regarding D. Chang deposition	1.30
07/18/2018	JDM	Prepare for and take Session 2 of D. Chang deposition; meeting with P. Ho, SYH and D. Lau re same	5.80
	DEL	Attend deposition of D. Chang; conferences with J. Minton and clients regarding same	5.60
07/19/2018	JDM	Call with A. White of Sterling Bank; attention to email communications with P. Ho, SYH and D. Lau	0.40
07/20/2018	JDM	Attention to further document production; attention to email communications with P. Ho, SYH and D. Lau; communications with T. Cotton; call with J. Loew re Garcia deposition	0.50
07/23/2018	DEL	Draft G. Garcia declaration; confer with J. Minton regarding same	1.30
07/24/2018	JDM	Review and revise G. Garcia declaration; review exhibits	0.30
07/25/2018	JDM	Attention to email communications with SYH and P. Ho; revise Garcia declaration; attention to subpoenas [7-27-18 7-30-18] For Current Services Rendered	0.90
			<u>47.60</u>
			<u>20,552.00</u>

Disbursements incurred through 07/31/2018

05/15/2018	Courier/overnight fee	16.84
06/30/2018	Subscription legal research database (Westlaw) Fees	109.74
07/04/2018	Kivu Forensic Investigation	9,280.00
07/06/2018	Processor fee - Service on: Chase Bank, USA	131.50
07/20/2018	Priority mail postage re further supplemental production of documents.	7.20
07/22/2018	Translator for July 12th and July 18th depositions	2,870.00
07/23/2018	Transcript of deposition of Debby Chang, Volume 1	696.50
07/30/2018	Eureka Street Legal Video - Debby Chang Vol. 1	804.75
07/30/2018	Processor Service on Charles Schwab & Co., Inc. (County Legal)	131.50
	Total Disbursements	<u>14,048.03</u>
		34,600.03

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 08/07/2018  
Statement No. 19130  
Page No. 3

Payments

07/27/2018	Payment	-5,339.00
	<b>Balance Due</b>	<u>\$34,600.03</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

LLP

HWANG MINTON + HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: August 7, 2018  
Statement No. 191308  
Account No. 51476.00001

### STATEMENT OF ACCOUNT

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 5,339.00	20,552.00	0.00	14,048.03	-5,339.00	<u>\$34,600.03</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
 889 Galindo Court  
 Milpitas, CA 95035

Statement Date: September 5, 2018  
 Statement No. 191593  
 Account No. 51476.00001  
 Page: 1

RE: Peter C. Ho  
 v. Debby Chang

**Copies to:**

Ms. Shan-Yuan Ho  
 5607 Clay Avenue  
 Austin, TX 78756

Ms. Della N. Lau  
 35108 King Court  
 Fremont, CA 94536

Previous Balance	\$34,600.03
------------------	-------------

For services rendered through 08/31/2018

			Hours
08/07/2018	JDM	Analysis re pre-trial and trial issues, and settlement strategies; meeting with D. Lau; attention to email communications with A. White of Sterling Bank; modify declaration	2.30
08/08/2018	DEL	Confer with J. Minton regarding D. Chang's trust records; draft meet and confer letter regarding same	0.70
08/09/2018	JDM	Trial sequence analysis; analyze further evidence needed for trial	1.20
08/10/2018	JDM	Trial sequence analysis; analyze further evidence needed for trial; confer with D. Lassen re same	0.70
	DEL	Confer with J. Minton regarding trial evidence	0.30
08/15/2018	DEL	Confer with opposing counsel regarding D. Chang's trust records	0.60
08/28/2018	JDM	Attention to email communications with P. Ho; confer with D. Lassen re discovery issues; analysis re litigation strategy	0.30
		For Current Services Rendered	<u>6.10</u>
			2,707.00

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 09/05/2018  
Statement No. 19159  
Page No. 2

**Disbursements incurred through 08/31/2018**

07/12/2018	Videography - Depo of Debby Chang Vol. 1 (Eureka Street Legal Video)	804.75
07/16/2018	Subscription legal research database (Westlaw) Fees	411.34
07/18/2018	Videography - Depo of Debby Chang Vol. 2	1,124.75
08/01/2018	Original and One Certified Transcription - Debby Chang Vol 2 (DeAlba Reporting Service)	704.50
08/02/2018	Kivu Final Invoice (\$4,668.59 - \$3,000.00 retainer)	1,668.59
08/02/2018	Service of Process on Wells Fargo Bank, N.A. (County Legal)	131.50
08/03/2018	Videography. Debby Chang Deposition, Vol. 2 (7-18-18)	1,124.75
08/08/2018	Service of Process on Fidelity Investments (County Legal)	109.55
08/13/2018	J.P. Morgan Chase Bank - Fees to Produce Documents Per Subpoena	106.54
08/20/2018	Processor fee - Deposition Subpoena for Production of Business Records.	101.50
	Total Disbursements	<u>6,287.77</u>
		8,994.77

**Payments**

08/30/2018	Payment - Peter Ho	-34,600.03
	Courtesy Adjustment	-1,000.00
	Balance Due	<u>\$7,994.77</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI  
Hwang Minton + Horn

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: September 5, 2018  
Statement No. 191593  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 34,600.03	1,707.00	0.00	6,287.77	-34,600.03	<u>\$7,994.77</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: October 5, 2018  
Statement No. 192317  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

**Copies to:**

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

Previous Balance	\$7,994.77
------------------	------------

For services rendered through 09/30/2018

			Hours
09/04/2018	JDM	Call with P. Ho and D. Lau; confer with D. Lassen	0.40
	DEL	Attention to supplemental production	0.50
09/05/2018	DEL	Attention to supplemental production	0.40
09/07/2018	JDM	Attention to email communications with P. Ho; call with J. Loew	0.80
09/10/2018	JDM	Attention to email communications with P. Ho	0.20
09/11/2018	DEL	Confer with JP Morgan Chase representative regarding subpoena request	0.30
09/17/2018	JDM	Attention to email communications with P. Ho and J. Loew; revise court documents re trial continuance	0.40
09/18/2018	DEL	Draft letter regarding discovery deficiencies by D. Chang	1.90
09/19/2018	JDM	Travel to, attend, return from court hearing; attention to email communications with SYH	2.10
09/20/2018	DEL	Draft letter regarding discovery deficiencies	0.90
09/21/2018	DEL	Confer with P. Ho regarding discovery letter	0.20

Mr. Peter C. Ho  
Account No. 51476.00001  
RE: Peter C. Ho  
v. Debby Chang

Statement Date: 10/05/2018  
Statement No. 19231  
Page No. 2

	Hours	
For Current Services Rendered	8.10	3,424.00

Disbursements incurred through 09/30/2018

08/04/2018	WFB Copy Fees	14.07
08/27/2018	Processor fee - Service on D&L Bookkeeping & Tax Services	160.00
08/29/2018	Processor fee - Service on J.P. Morgan Chase Bank N.A.	143.50
08/29/2018	Processor fee - Service on Valic Financial Advisors	131.50
08/31/2018	Processor fee - Service on The Vanguard Group, Inc.	131.50
08/31/2018	Processor fee - Service on Citibank	131.50
08/31/2018	Processor fee - Service on Union Bank	64.50
09/24/2018	Production of Records (VALIC)	32.50
09/24/2018	Processor fee - Service on Charles Schwab & Co. Inc.	<u>131.50</u>
	Total Disbursements	940.57
09/25/2018	Refund of 5/2/2018 courier charge	<u>-98.51</u>
	Total Credits for Advances	-98.51
	<b>Balance Due</b>	<b><u>\$12,260.83</u></b>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI  
LLP  
HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: October 5, 2018  
Statement No. 192317  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 7,994.77	3,424.00	0.00	842.06	0.00	\$12,260.83

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: December 11, 2018  
Statement No. 193209  
Account No. 51476.00001  
Page: 1

RE: Peter C. Ho  
v. Debby Chang

Copies to:

Ms. Shan-Yuan Ho  
5607 Clay Avenue  
Austin, TX 78756

Ms. Della N. Lau  
35108 King Court  
Fremont, CA 94536

	Previous Balance Before Adjustments	\$12,260.83
12/11/2018	Write off per John Minton	-12,260.83
	Previous Balance	\$0.00
	<b>Balance Due</b>	<b>\$0.00</b>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

ANDERSON YAZDI

HWANG MINTON+HORN

Mr. Peter C. Ho  
889 Galindo Court  
Milpitas, CA 95035

Statement Date: December 11, 2018  
Statement No. 193209  
Account No. 51476.00001

**STATEMENT OF ACCOUNT**

Previous Balance	Fees	Expenses	Disbursements	Payments	Balance
51476-00001 v. Debby Chang 0.00	0.00	0.00	0.00	0.00	<u>\$0.00</u>

Statements are due upon receipt. We reserve the right to collect any statement that is not paid within ten days. A service charge is assessed on the last day of each month against all fees and costs that were billed before the beginning of the month and remain unpaid at the end of the month, subject to any limitations that may be imposed by applicable law. The amount of this charge is 1/12 of 10%.

Eureka Street Legal Video  
152 Arlene Drive  
Walnut Creek, CA 94595 US  
depo@eurekastreet.net

## INVOICE

**BILL TO**

Carol Loza  
ANDERSON YAZDI HWANG  
MINTON & HORN  
350 Primrose Road  
Burlingame, CA 94010

INVOICE # ES-2732  
DATE 07/30/2018  
DUE DATE 08/29/2018  
TERMS Net 30

*1210/256 EIH*  
"Deposition Videography (Eureka Street)"

ACTIVITY	QTY	RATE	AMOUNT
Videography depo: Debby Chang Vol. 1 (7-12-18): 8:00am-2:30pm (-:15 lunch)	6.25	75.00	468.75
Format MPEG-1 Creation and Synchronization Hours	4	80.00	320.00
Shipping Case: Ho v. Chang	1	16.00	16.00

Balances past 30 days are subject to a 1.5%/mo. finance charge.

BALANCE DUE

**\$804.75**

EIN #: 27-2162763

Eureka Street Legal Video  
152 Arlene Drive  
Walnut Creek, CA 94595 US  
depo@eurekastreet.net

# INVOICE

**BILL TO**

Carol Loza  
ANDERSON YAZDI HWANG  
MINTON & HORN  
350 Primrose Road  
Burlingame, CA 94010

INVOICE # ES-2760  
DATE 08/03/2018  
DUE DATE 09/02/2018  
TERMS Net 30

12/10/2018  
EFH

ACTIVITY	QTY	RATE	AMOUNT
<u>Video</u> graphy <del>Deposition</del> depo Debby Chang, Vol. 2 (7-18-18): 8:30am-2:45pm	6.25	75.00	468.75
<b>Format</b> MPEG-1 Creation and Synchronization Hours inc. YesLaw Software	4	80.00	320.00
<b>Format</b> Additional Copy of Chang Vol. 1 @ 50% discount	4	40.00	160.00
<b>Format</b> Additional Copy of Chang Vol. 2 @ 50% discount	4	40.00	160.00
<b>Shipping</b> Case: Ho v. Chang	1	16.00	16.00

Balances past 30 days are subject to a 1.5%/mo. finance charge.

**BALANCE DUE**

**\$1,124.75**

EIN #: 27-2162763

**Mandarin Interpreters**

Cantonese / Mandarin Translation &amp; Interpretation Services

**INVOICE**

405 Oregon Ave.,  
 Palo Alto, CA 94301  
 Phone 650-400-4520  
[Kasiecheung@sbcglobal.net](mailto:Kasiecheung@sbcglobal.net)

**Carol Loza**

Legal Secretary to John D. Minton and Daniel E. Lassen  
 Direct Phone: 650.212.5905  
 Direct Fax: 650.212.5993

INVOICE #80712

DATE: JULY 22, 2018

51476.1

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
7/12/2018	Ho v. Chang Deposition 930am- 2pm (6 hours min)	6		\$1,230
	Travel	1	\$205	\$205
7/18/2018	-ditto- 9am-230pm + travel	7		\$1,435
<i>1.210/250 ✓ "Translator for July 12<sup>th</sup> &amp; July 18<sup>th</sup> depositions"</i>				
TOTAL				\$2,870

Anderson Yazdi Hwang Minton + Horn LLP

Vendor: 524.00 Kasie Cheung 1470!

Date	Description	Invoice #	Amount	Disc	Net Amt
07/25/18	Deposition Interpreter   July 12 & 18, 2018   (51476.1)	80712	2,870.00		2,870.00
Check Date	Check #	Gross Amt	Disc Amt	Net Amt	
07/25/18	14705	2,870.00	0.00	2,870.00	



September 01, 2018

County Legal and Notary Service  
111 North Market Street, Suite 116,  
San Jose, CA 95113

Re: In the Matter of Trust A Under the James F. and Grace C. Ho, etc. vs. Citibank

Case No. 17PRO00973

Dear Sir/Madam:

Citibank is not listed on our records or on the records of the State of CA.

CT was unable to forward.

Very truly yours,

C T Corporation System

Log# 533985254

Sent By Regular Mail

cc: --

(Returned To)

County Legal and Notary Service  
111 North Market Street, Suite 116,  
San Jose, CA 95113



Peter Ho <peter.ho@gmail.com>

## Damages Chart

John Minton <jminton@ayhmh.com>

Thu, Oct 19, 2017 at 9:16 AM

To: "Peter C. Ho" <peter.ho@alumni.stanford.edu>, Shan-Yuan Ho <shanyuan@gmail.com>, "Della N. Lau" <dellalau@launet.com>

Dear all –

Attached is a chart to keep track of the damages we are seeking. It would help if you could add anything additional that you think we can reasonably claim. I think the focus needs to be from 2014 forward, and should not include damages related to the sale of the CSM Drive property. As I mentioned, that claim will be too difficult to sustain in court.

Note that due to the different timeframes for these claims, I have not added in interest. However, at the time a judgment in the case is entered the court is certainly empowered to apply a reasonable interest rate on the money owed, back to the time it was taken. For example, this is where the Valic interest would come into play.

Best,

John

Claim	Value of Claim	Double Damages
Checks Related to Redwood City House	\$1,167,050	\$2,334,100
Checks to Debby	\$65,075	\$130,150
Checks to Cash	\$20,680	\$41,360
Rent (\$3,000 a month from March 2014 through February 2016 (24 months)	\$72,000	\$144,000
Check to Debby after sale of CSM, San Mateo	\$30,000	\$60,000
Rent to Debby for Redwood City House (July 7, 2017)	\$3,500	\$7,000
Check cashed after James was with Peter; Debby wrote "Jun rent & food"	\$5,000	\$10,000

Total	\$1,400,305	\$2,800,610
-------	-------------	-------------

**John D. Minton**



350 Primrose Road  
Burlingame, CA 94010  
[www.andersonyazdi.com](http://www.andersonyazdi.com)

**650.212.5900**  
650.212.5999 Fax

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Peter Ho <peter.ho@gmail.com>

---

## RE: billing questions [IWOV-WorkSite.FID72080]

---

**Steven D. Anderson** <sanderson@ayhmh.com>  
To: "Peter C. Ho" <peter.ho@gmail.com>

Tue, Oct 24, 2017 at 4:48 PM

Hi Peter -

Thanks for your note. An estate of this nature without litigation involving third parties or contention among beneficiaries could be between \$20,000 and \$25,000, not including the separate probate administration. The cost of the trust administration could be less as well, as John expects most all of the time required to be expended to be in connection with the litigation, and he does not anticipate the need to file a Federal Estate Tax Return (IRS Form 706).

Hopefully the above provides helpful guidance.

Best regards,

Steve

**Steven D. Anderson**

Attorney

**ANDERSON YAZDI**  
LLP  
**HWANG MINTON + HORN**

350 Primrose Road  
Burlingame, CA 94010  
[www.andersonyazdi.com](http://www.andersonyazdi.com)

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---

**From:** Peter C. Ho [mailto:[peter.ho@gmail.com](mailto:peter.ho@gmail.com)]  
**Sent:** Tuesday, October 24, 2017 2:27 PM  
**To:** Steven D. Anderson  
**Subject:** Re: billing questions

Hi Steve,

Thanks for your response. How far along in the process of trust administration are we in terms of billing--in other words, at the end of our engagement on trust administration, what's the ballpark estimate of how much will be billed? Originally, my question in the last email was to get a sense of how much money I would need to prepare each month over the next several months; it might be easier for you to simply provide an estimate of the total cost.

Thanks,

Peter

On Mon, Oct 23, 2017 at 9:51 PM, Steven D. Anderson <[sanderson@ayhmh.com](mailto:sanderson@ayhmh.com)> wrote:

Hi Peter,

Thanks for your note. I appreciate that it appears as if lots of hours have been logged in connection with the estate. Unfortunately that is always the case at the beginning of a trust administration, as terms of the plan are reviewed, myriad trust titling documents, preliminary asset inventory and California statutory notices are prepared, beneficiary and trustee correspondence is prepared and sent, and a course of action is mapped after relevant issues are identified.

The billing was for the trust administration, not the probate estate. The latter can be billed only after a petition for final decree is filed. I would not expect the hours in the first stage of a trust administration matter to be representative of the monthly total one would expect, and typically I do not issue a billing after the first month precisely for that reason.

Estate and trust administration matters are largely handled by experienced estate paralegals whose rates are a third to a half of what an attorney would bill, and in that manner total costs are minimized. Handling an estate privately under the terms of a living trust is generally half the cost of handling the same matter entirely through a court administered probate.

Costs for a trust administration vary widely depending upon the nature of the assets, the scope of the required estate tax valuation and federal estate tax compliance, number of parties involved and special issues presented. Such costs are 100% deductible for Federal Estate Tax purposes if estate tax is owed and an IRS Form 706 is required to be filed; otherwise, they are deductible for fiduciary income tax purposes on state and federal trust income tax returns. Total costs for an estate administration generally range widely depending upon the above factors.

The principal complexities in this case center on matters that John Minton is spearheading, and not on the work I and members of our paralegal team will handle.

Hopefully this provides useful guidance and perspective. Please let me know if I can provide additional information.

Best regards,

Steve

Sent from my iPad

> On Oct 23, 2017, at 2:36 PM, Peter C. Ho <[peter.ho@gmail.com](mailto:peter.ho@gmail.com)> wrote:

>  
> Dear Steve,  
>  
> I was wondering if you had some time this week to chat about the September trust administration billing statement. In general, I want to get a feel for the expected progression of costs as we proceed through this process. Also, I wanted to get your sense of how complicated or straightforward the administration of my father's estate is or will be as related to billing--it was always my impression that the administration part would be relatively simple (i.e., small estate, excellent records, not much to do) yet a lot of billable hours have already been generated.  
>  
> Thanks,  
> Peter





Peter Ho <peter.ho@gmail.com>

---

## Ho: Trust B under the James F. Ho and Grace C. Ho Declaration of Trust [IWOV-WorkSite.FID72080]

---

Peter C. Ho <peter.ho@alumni.stanford.edu>

Wed, Nov 8, 2017 at 11:19 AM

To: Kelly Mohr <kmohr@ayhmh.com>

Cc: "shanyuan@gmail.com" <shanyuan@gmail.com>

Hi Kelly,

The taxpayer ID for Trust B is: 94-6683482

Before you continue working on the administration of Trust B, we would like for you to provide a statement of work and expected costs. Dad kept meticulous records for Trust B, and we do not want to pay any more than we have to for its administration, which should be straightforward. I will most likely be able to help cut costs because of his excellent record-keeping, so please continue asking me for what you need. We want to avoid a repeat of the administration of Trust A where the expected costs of Trust A would have been about the same if we administered it entirely through probate.

Thanks,  
Peter

On Wed, Nov 8, 2017 at 9:22 AM, Kelly Mohr <kmohr@ayhmh.com> wrote:

Dear Ms. Ho:

Please accept my condolences on the death of your father. I am the paralegal assisting Mr. Anderson and Mr. Minton with the administration of your father's trust(s) and estate. In that regard, I am preparing documents with respect to the administration of Trust B following the death of your father. One of the documents I am preparing is a Certificate of Trust. The Certificate of Trust verifies your authority to act as Trustee and can be provided to third parties to deal with trust accounts. In order to complete the Certificate, I need the taxpayer identification number for the trust. (This would be the number you use for filing tax returns). Please provide the taxpayer identification number to me at your convenience.

If you have any questions, please contact me.

I look forward to working with you.

Best regards,

Kelly

**Kelly A. Mohr**

Paralegal

Direct Phone: [650.212.5937](tel:650.212.5937)

Direct Fax: [650.212.5954](tel:650.212.5954)

**ANDERSON YAZDI**  
LLP  
**HWANG MINTON+HORN**

350 Primrose Road  
Burlingame, CA 94010  
[www.andersonyazdi.com](http://www.andersonyazdi.com)

**650.212.5900**  
650.212.5999 Fax

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Peter Ho <peter.ho@gmail.com>

---

## conference call on Fri?

---

**John Minton** <jminton@ayhmh.com>  
To: "Peter C. Ho" <peter.ho@gmail.com>  
Cc: "Shan-Yuan Ho (大姐)" <shanyuan@gmail.com>, "Della N. Lau" <dellalau@launet.com>

Mon, Dec 4, 2017 at 3:50 PM

Hi Peter –

Yes, Friday at 1:30 p.m. works well. I will have responses on pending issues out to you before then, so we should have a good basis for discussion.

Best,

John

**John D. Minton**

**ANDERSON YAZDI**  
LLP  
**HWANG MINTON + HORN**

350 Primrose Road  
Burlingame, CA 94010  
www.andersonyazdi.com

**650.212.5900**  
650.212.5999 Fax

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---

**From:** Peter C. Ho [mailto:[peter.ho@gmail.com](mailto:peter.ho@gmail.com)]  
**Sent:** Monday, December 04, 2017 3:31 PM  
**To:** John Minton  
**Cc:** Shan-Yuan Ho (大姐); Della N. Lau  
**Subject:** conference call on Fri?

Hi John,

Do you have time this Fri (12/8/17) around 1:30pm to have a conference call with us? We would first like to discuss billing; immediately afterwards, we would like to touch bases on the case issues.

Thanks,

Peter



Peter Ho <peter.ho@gmail.com>

---

## FW: Kivu Invoice June 2018: Peter Ho

**John Minton** <jminton@ayhmh.com>  
To: Peter Ho <peter.ho@alumni.stanford.edu>  
Cc: "Shan-Yuan Ho (大姐)" <shanyuan@gmail.com>, "Della N. Lau" <dellalau@launet.com>

Fri, Jul 20, 2018 at 1:02 PM

My firm will pay the whole bill out of its own pocket. You can pay me whatever you desire.

Thanks,

**John D. Minton**

**ANDERSON YAZDI**  
LLP  
**HWANG MINTON + HORN**

350 Primrose Road  
Burlingame, CA 94010  
www.andersonyazdi.com

**650.212.5900**  
650.212.5999 Fax

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---

**From:** Peter Ho [mailto:[peter.ho@alumni.stanford.edu](mailto:peter.ho@alumni.stanford.edu)]  
**Sent:** Friday, July 20, 2018 11:52 AM  
**To:** John Minton  
**Cc:** Shan-Yuan Ho (大姐); Della N. Lau  
**Subject:** Re: FW: Kivu Invoice June 2018: Peter Ho

Hi John,

First, Adam said he would send a revised bill for May, removing the charges for Mobile/Tablet and Removable Media that obviously should not have been charged. I never received the revised bill, and I don't think you have, either.

Secondly, this June bill for \$9280 is unbelievable. I had authorized work to get an initial file listing before proceeding with further analysis. Adam estimated this to take 2-4 hours. They performed work that was not authorized. How should we proceed?

Thanks,

Peter

On Fri, Jul 20, 2018 at 8:55 AM, John Minton <[jminton@ayhmh.com](mailto:jminton@ayhmh.com)> wrote:

Dear all – May I pay this bill and add it to your next invoice? Thanks, John

**John D. Minton**



350 Primrose Road  
Burlingame, CA 94010  
[www.andersonyazdi.com](http://www.andersonyazdi.com)

**650.212.5900**  
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**From:** Adam DeMonaco [mailto:[ademonaco@kivuconsulting.com](mailto:ademonaco@kivuconsulting.com)]  
**Sent:** Thursday, July 19, 2018 11:29 PM  
**To:** John Minton  
**Subject:** Kivu Invoice June 2018: Peter Ho

John,

Attached is the monthly invoice for the month of June for the Peter Ho matter.

Adam

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Adam DeMonaco  
Senior Director, Incident Response/Forensics/Cyber Risk Management

Kivu Consulting, Inc.  
44 Montgomery Street, Suite 700  
San Francisco, CA 94104  
Tel US: +1.415.524.7471  
E: [ademonaco@kivuconsulting.com](mailto:ademonaco@kivuconsulting.com)

Toll Free Incident Response Hotline: 855.548.8767 or [incidentresponse@kivuconsulting.com](mailto:incidentresponse@kivuconsulting.com)

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Peter Ho <peter.ho@gmail.com>

## Ho vs. Chang [IWOV-WorkSite.FID72092]

Peter C. Ho <peter.ho@alumni.stanford.edu>

Mon, Oct 22, 2018 at 12:03 PM

To: "John D. Minton" <jminton@ayhmh.com>

Bcc: "Shan-Yuan Ho (大姐)" <shanyuan@gmail.com>, "Della N. Lau" <dellalau@launet.com>, Steven Lau <SharkBait@launet.com>

Dear John,

You asked when we were going to pay the bill, but as usual, we have questions and doubts about many of the charges.

First of all, you should know that you put us in a very difficult position by suddenly informing us that your firm would no longer be representing us. We have had to furiously attempt to try to find new counsel. This is not a simple task. As you know, my sisters and I are all involved in this lawsuit. I can't just go out and choose a new attorney on my own. We all have to agree. My sister Shan-Yuan is teaching in Boston and cannot just suddenly leave to come here to help find a new attorney. I have called around, but so far we have not come to a consensus as to a firm that we all like and would be willing or able to take the case. Some firms were reluctant to take over a case where the prior attorney refused to continue representing us. This "raises red flags" to them. There is also the mediation date that is coming up in less than a month. They say that they cannot be ready to mediate in that short amount of time. The mediation date will have to be moved. Some firms did not like the amount of time you used on Debby's depositions, which they found poor and inadequate. They feel the deposition time left for Debby is insufficient. The bottom line is that we are not close to finding a new law firm to take over the case.

When considering the past bills that we paid, we cannot believe that we have paid you over \$161,000 over the past year with very little to show for it. This includes the sacrifices my sisters and I made, spending countless hours and many sleepless nights doing your work for you, because you told us it would save us money, yet you still billed us \$173,116.40. We still have a lot of discovery to complete. We are not even done with one person's deposition and we have many more people to depose. When there was less than two months of discovery left and out of time, we asked you twice to send out all the deposition notices at once, but you refused, stating, "One thing at a time." We kept asking about the second set of discovery questions for Debby since March, which you said should be sent out. When we realized nothing would be done, in July we provided you with a long detailed list of questions for use in Debby's second set of discovery. We do not feel that the work you performed was worth \$173,116.40. This entire year, we did a large portion of the work for you, wrote many documents, and sent our analysis to you because you asked us to, telling us that it would help us cut costs. As the most recent example, I thoroughly examined what Debby produced after the Motion to Compel was granted; I compiled the list of deficiencies and kept asking you how to proceed; finally Dan took my work and pasted it into a Meet and Confer letter and then charged us 1.9 hours (\$703) for it. You gave us some token bill adjustments, but we do not think it was enough. Nevertheless, we paid the invoices just to maintain a good relationship with your office.

There are many legal actions that are pending right now, such as changing the trial date (you chose a date none of us can attend, without first checking with us), setting Debby's next deposition, compelling discovery, subpoenaing more records, adding Shan-Tai Ho (or replacing Shan-Yuan Ho with Shan-Tai Ho) to the Stipulated Protective Order, changing the mediation date, etc. You refuse to complete these pending legal tasks because you no longer want to represent us and because you want us to pay the outstanding invoices. This is not fair. You have already "fired" us, so why should we have any incentive to maintain a good working relationship with you? Since you demand that we pay the outstanding invoice of \$12,260.83, we would like to go back and re-open all of the past invoices totaling \$161,855.57 we have already paid you. I would not have paid those invoices had I known you were going to just drop us cold like you did. I still disagree with many of the charges such as Kivu's \$13,948.59 overall bill that you paid knowing that we adamantly disagreed with their charges for unauthorized work. I did not want to pay Kivu's bill but you insisted that your office pay because you said they were helping you with another case and you did not want to upset them. It is not right for you to pay the bill (knowing that we did not want to pay) and then require us to reimburse you for the payment. You paid this bill to benefit you to our detriment. This sounds like a conflict of interest to me. This is just one example of many charges that we felt were unfair, sloppy, or excessive.

We will not be paying the outstanding invoices. In fact, we think you owe us a fee refund. We request to go to the State Bar's fee arbitration and let them determine what amounts are owed (or should be reimbursed), and you can explain and justify your charges.

Finally, you refuse to do any further work on the items that require immediate attention. However, you are still our attorney and you cannot just stop the case like you are doing. If our case is jeopardized in any way due to your refusal to act

and/or your inadequate handling of our case (including but not limited to deleterious delays), then we will hold your firm responsible. If you want to withdraw as our attorneys, then you will have to file a motion, clearly stating the "applicable laws" and "professional standards" that you are subject to for disengagement as stated in our agreement letter. We will not sign any document releasing you as our attorneys until we are able to find an acceptable law firm willing to take over the case.

-Peter

PS. You said the last thing you would do for us is to change the court date. We will let you know soon which dates work.

On Wed, Oct 17, 2018 at 3:39 PM John Minton <[jminton@ayhmh.com](mailto:jminton@ayhmh.com)> wrote:

Hi Peter –

Can you give me an update on your counsel transition?

Thank you,

John

**John D. Minton**

cid:1DB7BAAB-981B-4350-89C5-1179B2F4214D@hsd1.ca.comcast.net

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**From:** John Minton  
**Sent:** Friday, October 12, 2018 11:47 AM  
**To:** 'Peter C. Ho'  
**Cc:** Carol Loza  
**Subject:** RE: Ho vs. Chang [IWOV-WorkSite.FID72092]

Hi Peter –

I received a voicemail on Wednesday from Ned Fluet and returned his call, but I have not heard back. Are you transitioning the litigation to his firm?

In terms of additional subpoena-related work, I see that we have not received payment on the bill I sent out in September. We just sent another bill out. I need those bills to be paid before Carol can do anything further. When can we expect payment?

Best,

John

**John D. Minton**

cid:1DB7BAAB-981B-4350-89C5-1179B2F4214D@hsd1.ca.comcast.net

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**From:** Peter C. Ho [mailto:[peter.ho@alumni.stanford.edu](mailto:peter.ho@alumni.stanford.edu)]  
**Sent:** Thursday, October 11, 2018 5:07 PM  
**To:** Carol Loza  
**Cc:** John Minton  
**Subject:** Re: Ho vs. Chang [IWOV-WorkSite.FID72092]

Hi Carol,

I'm looking at the documents that Wells Fargo produced, and I'm bewildered. They say "Additional comments: Unable to locate any checking accounts for Debby Chang." Yet they continue to produce documents for two of my Dad's accounts (JAMES HO)--none of which were requested. To preclude Jeff from requesting a copy of these subpoenaed documents, is there a process to RETURN the documents since they were incorrectly produced?

Thanks,

Peter

On Thu, Oct 11, 2018 at 4:46 PM Carol Loza <[cloza@ayhmh.com](mailto:cloza@ayhmh.com)> wrote:

Peter:

Here are the Wells Fargo Bank records.

Kind regards,

Carol

**Carol Loza**

Legal Secretary to John D. Minton and Daniel E. Lassen

Direct Phone: 650.212.5905

Direct Fax: 650.212.5993

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**ANDERSON YAZDI**  
HWANG MINTON + HORN

350 Penrose Road  
Burlingame, CA 94010  
www.andersonyazdi.com

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25K

## Addendum: Relevant Conference Call Notes

9-26-2017 Conference call with Mr. Minton and Mr. Lassen. Mr. Lassen says he spent the first 7 years in a law firm doing security litigation and financial fraud. He has been with Mr. Minton for 6 months, and this is his first probate case.

10/12/17 Billing conference call with John re: Trust Administration. Lodge will. File for probate. Mr. Minton said that Mr. Anderson made it clear that his paralegal comes along with him. Mr. Minton said he was sorry for the experience we had, that it was not the best fit.

### 1/5/18 Billing conference call with Minton

1. 11/7/17 Dan's bill is for "correspond with clients" but we didn't correspond with him at all.
2. After we gave our discovery request response on 11/27/17, Dan billed 3.8 hours (Nov) + possibly more (Dec--haven't seen the bill yet) on revising discovery requests. It took 14-15 hours for the first draft.
3. Dan had more billable hours than John last month: 15.7 (Dan) vs. 14.9 (John).

2/13/18 Conference call with Minton. We started the call with Minton being inquisitive about S.-Y. Ho's absence after we said that she was burnt out. After a few comments about Dan's billing dollars being about the same as John's for Sept-Nov 2017, John started his explanation by saying he knows S.-Y. Ho is sensitive to his feelings. He said, as he did last time, that he will be mindful of how Dan is used: have Dan take a first crack at things with John finalizing--probably ends up to be less cost this way.

We talked for more than half an hour on the Dan Lassen subject.

- Immediate future: discovery request responses → letter to Jeff Loew on questions not answered (no meaningful responses). This is the expected cat and mouse game, where the judge wants us to try to work it out amongst ourselves first before getting him involved. John will give Dan his notes (and shorthand) to draft into a letter (2 or so billable hours).
- Down the road: Dan to put together Motion to Compel documents if Jeff does not comply (\$4-6k). Information is already all right there in the Amended Petition (just needs to copy and paste). Della asked why 16-17 hours? John started by saying that Dan needs to prepare something called a Separate Statement that is required to be in a grid format for the judge to easily read. He begged us to give Dan another chance. We'll revisit this one later after the Meet and Confer letter to Jeff.
- Even further down the road: Reply Brief (\$2k). Follow-up discovery requests (2nd set).

John said he will put in writing his comments (his key issues that he is most interested in following up on as he goes through discovery) and send them to us at the end of day tomorrow. In the same email, he will be as precise as he can be regarding how much time he will be using Dan for.

8/30/18 Conference call with John, Della, and Peter

- Why gift letter not included in Garcia Declaration: could not remember, will get back to us.
- Other depositions: John has most of what he needs.
- Regarding Debby's two half-day depositions: has mostly what he needs from her--makes her look like a liar.
- Says he can be ready for trial in a week.