SHORT TITLE:	CASE NUMBER:
Peter Ho et al. vs. John Minton et al.	19CIV07253

1 (number) **CAUSE OF ACTION—General Negligence** Page 4

ATTACHMENT TO ☐ Amended Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff *(name)*: Peter Ho and Shan-Yuan Ho

alleges that defendant *(name)*: John Minton, Daniel Lassen, Anderson Yazdi Hwang Minton + Horn LLP, and

☐ Does 1 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on *(date)*: between 9/14/17 and 12/11/18

at *(place)*: San Mateo County

(description of reasons for liability):

On or about 9/14/17, Peter Ho et al. (the "Plaintiffs") retained John Minton and his law firm to represent them to pursue claims against Debby Chang relating to the Estate and Trust of Plaintiffs' Father. At all times herein mentioned, the Defendants, and each of them, owed a duty of reasonable care to the Plaintiffs.

Defendants John Minton, Daniel Lassen, and Anderson Yazdi Hwang Minton + Horn LLP (the "Defendants") failed to exercise reasonable care, skill and diligence in representing the Plaintiffs as follows:

1. Defendant Minton never requested a jury trial.
2. Defendant Minton did not request sanctions for the Motion to Compel, to which Plaintiffs were entitled by statute, but which were not sought.
3. Defendant Minton was advised by Plaintiffs of assets stolen from Trust B. Defendant Minton failed to act. The statute of limitations has now passed.
4. Plaintiffs informed Defendant Minton that several witnesses were very elderly and could soon be unable to provide a deposition. Therefore, the depositions should be taken as soon as possible. Defendant Minton failed to act, and now at least one of the key witnesses is unable to provide a deposition.
5. Defendant Minton was unprepared for a deposition. The resulting deposition was poor, and he was unable to obtain key testimony.

As a direct and legal result of the negligence of the Defendants, the Plaintiffs were damaged as follows:

1. Loss of right to jury trial because it is too late.
2. Loss of ability to recover sanctions for the Motion to Compel.
3. Loss of ability to seek recovery of Trust B losses.
4. Loss of ability to take the deposition of at least one key witness in the case.
5. The case was weakened because Defendant Minton was unable to obtain key evidence that should have been easily obtainable, but now it is too late because he used up all the deposition time for that witness.

As a result of these injuries, the Plaintiffs were injured in an amount according to proof and in the payment of excessive attorneys' fees of $104,205,57.

Form Approved for Optional Use
Judicial Council of California
PLD-PI-001(2) [Rev. January 1, 2007]

Code of Civil Procedure 425.12
www.courtinfo.ca.gov

SHORT TITLE:	CASE NUMBER:
Peter Ho et al. vs. John Minton et al.	19CIV07253

2 (number) **CAUSE OF ACTION—Breach of Contract**

ATTACHMENT TO ☑ Amended Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff *(name)*: Peter Ho and Shan-Yuan Ho

alleges that on or about *(date)*: September 14, 2017

a ☑ written ☐ oral ☐ other *(specify)*:

agreement was made between *(name parties to agreement)*:

Peter Ho, Shan-Yuan Ho, Della Lau, John Minton (Anderson Yazdi Hwang Minton+Horn LLP)

☑ A copy of the agreement is attached as Exhibit A, or

☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows *(specify)*:

BC-2. On or about *(dates)*: September 2017 to December 2018

defendant breached the agreement by ☑ the acts specified in Attachment BC-2 ☐ the following acts *(specify)*:

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☑ as follows *(specify)*:

Excessive attorneys' fees in the amount of $104,205.57 and the compromise of the ability to fully pursue the underlying probate case 17-PRO-00973 due to defendants' breach of contract in an amount according to proof.

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute

☐ of $

☐ according to proof.

BC-6. ☐ Other:

Form Approved for Optional Use
Judicial Council of California
PLD-C-001(1) [Rev. January 1, 2007]

Code of Civil Procedure, § 425.12
www.courtinfo.ca.gov

Attachment BC-2

The defendants breached their legal services agreement by

- **Billing for Work Never Delivered and/or Never Done**
- **Doing Unnecessary Work and Overbilling**
- **Falling well below the standard level of care in their legal representation**
- **Deliberate false portrayal of attorney's ability and intent**

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 of the attorneys (100%) 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 token 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 completed the following work (after we did the lion's share of the 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 $173,000 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 the other attorneys we consulted said 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 files.

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. We expressed to Mr. Minton that it seemed like we were paying the firm to train and educate their associate, which we did not agree to and did not sign up for. 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 told Mr. Minton that we 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 clearly show that the caregiver was lying -- she kept $47,000 (of the 1.1 million) to use for the Fulton mortgage payments. We had to point out and fully explain both issues to them. They each charged us, which is a double charge to us for not only doing their work, but having to explain it 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 task 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, with very little to show for it. We had paid $96,506 in just 7 months, and much more left to be done before trial. Not a single deposition was done although we kept asking. 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. As usual, we helped with the motion and especially correcting errors. Mr. Minton refused our request to ask for sanctions. 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 still went to his office to help prepare Mr. Minton for the second day of deposition, because Mr. Minton's first deposition day was sub-standard. Even our current attorney stated, "Minton's deposition was less than adequate," so he had to depose the respondent again.

We were shocked 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 a long 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. We also had to constantly remind him of important documents he had already seen. 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 Mandarain 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 deponent 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 $1,435 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 $1,435 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 subpoenaed 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 he 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

- <u>Geofrey Garcia Declaration is inadequate</u>
  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 of over 1.1 million dollars (absolutely 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." Later on, our new attorney's deposition of Mr. Garcia says otherwise. Mr. Garcia has very specific knowledge of the gift letter, so Mr. Minton lied to us.

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.

- <u>lis pendens review is unnecessary</u>
  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.

- <u>John Martin deposition was never done</u>
  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.

- <u>Table of Claims (Damages Chart) is unnecessary work</u>
  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.

- Stipulated Protective Order never corrected
  Mr. Minton billed 2.5 hours on 9/17/18 and 9/19/18, which included attending to email communication to add Shan-Tai Ho and Shan-Wei Ho to the Stipulated Protective Order. Even though Mr. Minton agreed to correct the Stipulated Protective Order, he never did so, despite multiple requests from us. Again, we should not be billed for work never delivered.

- 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[1] we needed.

[1] 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."

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

We don't know how the same amounts can be <u>charged twice but listed on different days</u> 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

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- "You can distribute real property or interest in a promissory note or residential real property or securities equally or unequally."

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 on 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 or triple 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.