

1 **WOODNICK LAW, PLLC**
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7 *Markus Risinger, #031524*
8 *Attorney for Clayton Echard*

9 **IN THE ARIZONA COURT OF APPEALS**

10 **DIVISION TWO**

11 In Re the Matter of:

Case No.: 2 CA-CV 2024-0315

12 **LAURA OWENS,**

**APPELLEE'S APPLICATION FOR
ATTORNEY FEES AND COSTS**

13 Petitioner/Appellant,

14 And

15 **CLAYTON ECHARD,**

16 Respondent/Appellee.
17

18
19 Respondent/Appellee, **CLAYTON ECHARD**, requests his attorney's fees and costs
20 pursuant to the *Memorandum Decision* filed March 28, 2025, A.R.S. §§ 25-324(A), 25-
21 809(G), and 12-341, and Rule 21, Ariz. R. Civ. App. Proc.
22

23 The *Memorandum Decision* entered March 28, 2025 awards attorney fees and costs,
24 as follows:
25

26 While the record does not support a disparity in the parties'
27 financial resources, Owens's position on appeal is unreasonable.
28 See Magee, 206 Ariz. 589, n.1. Her Rule 26 argument is not
grounded in law or fact. Likewise, her assertion that the trial

1 judge was biased and committed structural error does not
2 meaningfully address the trial court's rulings below and also
3 ignores the applicable jurisprudence. We therefore award Echard
4 his reasonable attorney fees and costs on appeal upon his
5 compliance with Rule 21, Ariz. R. Civ. App. P. See § 25-809(G)
6 (fees); § 12-341 (costs).

7 Appended to this application, counsel for Mr. Echard provides an affidavit in
8 compliance with Rule 21 stating the dates of performed services, the time for each task,
9 descriptions of the services performed, the identities of the individuals performing each
10 service, their hourly rates, and a copy of the engagement agreement. *See Exhibit A.* The
11 affidavit also includes an itemized statement of costs and explains the basis for the hourly
12 rates agreed upon and actually charged in this matter.

13 Therefore, Mr. Echard requests that the Court, upon considering this application
14 along with any objection and reply pursuant to Rule 21(b)(4), award Mr. Echard attorney
15 fees and costs in the amount the Court determines is reasonable and appropriate.
16

17 **RESPECTFULLY SUBMITTED** this 4th day of April 2025.

18 **WOODNICK LAW, PLLC**

19 

20
21 _____
22 Markus Risinger
23 *Attorney for Respondent/Appellee*
24
25
26
27
28

Exhibit “A”

1
2 STATE OF ARIZONA)
3) ss.
4 County of Maricopa)

5 **AFFIDAVIT**

6 **Markus Risinger**, being first duly sworn upon oath, deposes and states as follows:

7 I am an attorney with the law firm of Woodnick Law, PLLC and attorney of record
8 for CLAYTON ECHARD in this appellate proceeding before Arizona Court of Appeals
9 Division Two (case no. 2 CA-CV 2024-0315). I have been in full-time legal practice since
10 2014. My practice primarily concerns parental rights and child welfare litigation under Title
11 25, Title 8, Title 13, Title 41, and related appeals/special actions. I have extensive
12 experience in appeal and special action matters relevant to the pending case, including direct
13 representation and amicus contributions in cases interpreting chapter 6 of Title 25. I am also
14 a faculty associate in the MLS/MHREL program at the Arizona State University Sandra
15 Day O'Connor College of Law and have been called numerous times to provide testimony
16 and stakeholder input to the Arizona Legislature as a "subject matter expert" in Title 8, Title
17 25, and Title 41 matters.
18
19
20

21 My standard rate in appellate matters is \$500 per hour, which I believe accurately
22 reflects current market conditions and my skills and experience. The rate agreed upon and
23 charged in this case for my services was discounted to \$450 per hour. I have reviewed the
24 statements in this matter and believe the hourly rates are reasonable, the time expended was
25 necessary in furtherance of my client's position in the appeal, and the total fee is appropriate
26 given the scope of work performed. My timekeeping designation in the statements is MR.
27
28

1 As to the other timekeepers who contributed to the worked performed in this matter, I
2 state as follows:

3 Gregg Woodnick is the principal of Woodnick Law, PLLC. He has practiced in
4 family law and related child welfare matters for 25 years. He has served on numerous
5 professional boards and commissions throughout his time in practice, including the Supreme
6 Court Task Force for the restyling of the Rules of Family Law Procedure. Of specific
7 relevance to the issue of attorney fees, his recent qualifications include: (1) currently serving
8 as Chairman of the Board of Governors of the Arizona State Bar Client Protection Fund;
9 and (2) co-authoring and presenting the Family Law Attorney's Fees Survey at the 2020
10 Family Law Institute conference. Mr. Woodnick primarily contributed to the defense of the
11 appeal via consulting, strategy, and firsthand experience with the record as the lead trial
12 attorney. Mr. Woodnick's hourly rate in this matter was \$650. His timekeeping designation
13 in the statements is GW.
14

15 Isabel Ranney is a second-year associate at Woodnick Law and has been licensed to
16 practice since 2023. She previously worked as a law clerk for Woodnick Law from 2021 to
17 2023. In her capacity as a law clerk, she assisted on several special action and appellate
18 matters, such as the unpublished decisions of Smith v. Hon. Williams/Bibbee, No. 1 CA-SA
19 22-0145 (Ariz. App. June 1, 2023), and Mikesell v. Hon. Nicholls/Brown/Kay, No. 1 CA-
20 SA 23-0077 (Ariz. App. July 5, 2023). Ms. Ranney contributed to researching and drafting
21 the appellee's answering brief at the hourly rate of \$295. Her timekeeping designation in the
22 statements is IR.
23
24
25
26
27

28 In the interest of efficient delivery of services, at my discretion and under my

1 supervision, additional timekeepers contributed to the defense of the appeal, commensurate
2 with their skill and experience, at the rates specified in the engagement agreement.
3 Paralegal, support, and ministerial tasks were performed at the firm's standard hourly rate of
4 \$175. Research and other tasks performed by the student law clerk was also billed at the
5 standard rate of \$175 per hour. These timekeepers include: Maribeth Burroughs (MB;
6 paralegal); Candy Drake (CD; paralegal); Samuel Fraser (LC; student law clerk).
7
8

9 Appended hereto as **Exhibit B** is an itemized billing report evidencing the legal
10 services performed in this matter. The time spent and billing information in this matter were
11 documented using the Timeslips timekeeping system in the ordinary and customary course
12 of the firm's practice. The records and statements provided are true and correct evidence of
13 the time expended, and each was necessarily expended in the appeal. Time spent is
14 measured in tenths of an hour with time entries indicating the file name, the timekeeper, a
15 brief narrative description of the tasks performed, and the time expended. Statements are
16 provided to clients monthly and charged against funds kept in IOLTA or remitted by the
17 client in response to the billing statement.
18
19

20 The hourly rates charged are:

21 \$650.00 for Gregg R. Woodnick (GRW)

22 \$450.00 for Markus Risinger (MR)

23 \$295.00 for Isabel Ranney (IR)

24 \$175.00 for paralegal and law clerk time (e.g., MB, CD, LC).

25 Echard has agreed to pay and has been charged for legal services at these rates.

26 The total time expended in defense of the appeal, including review, research,
27 briefing, and all other related tasks among all timekeepers is 85.30 hours. The total amount
28

1 of attorney fees incurred in defending the appeal was \$35,988.00, plus \$183.79 in costs for
2 filing fees and credit card processing fees. Preparation of this application and affidavit was
3 an additional 1.0 hour for Attorney Ranney, with no charge for review and revisions, for a
4 final total of \$36,293.00.

6 Mr. Echard requests this Court determine all the requested attorney fees, court costs
7 and expenses itemized herein are reasonable, and thereupon, computation should be made in
8 accordance with the following arithmetic formula:
9

10	Attorney fees	\$35,998.00
11	+ Fees incurred in application	\$295.00
12	+ <u>Total court costs and expenses</u>	<u>\$183.79</u>
13	Total Costs and Fees	\$36,476.79

14 **WHEREFORE**, based upon the above, Appellee Echard respectfully requests the
15 Court enter an order for his reasonable attorney fees and costs incurred as stated above.
16

17 **RESPECTFULLY SUBMITTED** this 4th day of April, 2025.

19 WOODNICK LAW, PLLC

20 

21 Markus Risinger, Esq.
22 *Attorney for Clayton Echard*

23 **SUBSCRIBED AND SWORN** to before me this 4th day of April, 2025, by Markus
24 Risinger

25 
26 Notary Public

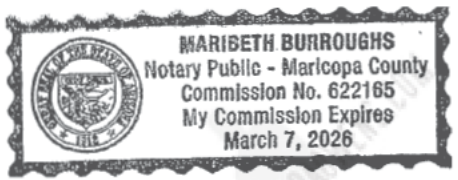


Exhibit “B”

Woodnick Law, PLLC
1747 E. Morten Ave., Ste. 205
Phoenix, AZ 85020

Invoice submitted to:
Echard Appeal

March 31, 2025

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
10/14/2024	MR	STAFF MEETING WITH CD REGARDING APPEAL TRANSFER AND OTHER ADMIN TASKS (NC PER MR)	0.20 450.00/hr	NO CHARGE
	MR	REVIEWED INDEX OF RECORD ON APPEAL AND NOTICE OF TRANSFER TO DIVISION TWO; REVIEWED ARCAP 11 REGARDING DESIGNATION ADDITIONAL RECORDS AND MEETING WITH GW TO DISCUSS INCLUDING OOP HEARINGS THAT WERE CONSIDERED IN TRIAL COURT	0.40 450.00/hr	180.00
10/15/2024	MR	REVIEWED INDEX OF RECORD AND RULES REGARDING SUPPLEMENTATION OF RECORD FOR INCLUSION OF COLLATERAL MATTERS THE COURT REVIEWED BY STIPULATION OF THE PARTIES	0.30 450.00/hr	135.00
10/16/2024	IR	STAFF APPEAL ISSUES WITH MR	0.20 295.00/hr	59.00
	MR	STAFF NOTICE OF SUPPLEMENTAL RECORD ISSUE WITH IR	0.20 450.00/hr	90.00
	IR	DRAFT NOTICE OF SUPP	0.20 295.00/hr	59.00
10/17/2024	CD	TC COA REGARDING CONFIRMATION OF HOW TO PAY FILING FEE AND CONFIRM AMOUNT; CUT CHECK FOR \$140; SET UP NEW FILE & SUB FOLDERS PER MR INSTRUCTION	0.30 175.00/hr	52.50
	MB	PREPPED OUTLINE DRAFT OF NOTICE OF APPEARANCE FOR ATTORNEY	0.20 175.00/hr	35.00

		<u>Hrs/Rate</u>	<u>Amount</u>
10/17/2024	MB FINALIZED, FILED AND SENT TO CLIENT AND OPPOSING COUNSEL NOTICE OF SUPPLEMENTATION	0.20 175.00/hr	35.00
	MB FINALIZED, FILED AND SENT TO CLIENT NOTICE OF APPEARANCE	0.20 175.00/hr	35.00
	IR DRAFT NOF FOR DIV II	0.20 295.00/hr	59.00
	MR REVIEWED EMAIL FROM OPPOSING COUNSEL AND BRIEF DISCUSSION WITH ADMIN TEAM REGARDING SPELLING ERROR	0.20 450.00/hr	NO CHARGE
	MR REVIEWED AND REVISED NOTICE OF SUPPLEMENTATION OF RECORD AND EMAIL TO ADMIN TEAM REGARDING FILING FEE, PROCEDURES, DEADLINES, ETC.	0.30 450.00/hr	135.00
10/18/2024	MR BRIEF EMAIL EXCHANGE WITH OPPOSING COUNSEL REGARDING EXTENSION POLICIES	0.10 450.00/hr	NO CHARGE
	MR DISCUSSION WITH IR REGARDING NOTICE OF FILING AND STATUS OF OTHER OUTSTANDING TASKS	0.10 450.00/hr	45.00
10/21/2024	MB FINALIZED, FILED AND SENT TO CLIENT AND OPPOSING COUNSEL NOTICE OF FILING SUPPLEMENTATION	0.20 175.00/hr	35.00
	MR RECEIVED AND SENT TO CLIENT ORDER RE TRANSFER	0.20 450.00/hr	90.00
10/23/2024	MR RECEIVED AND SENT TO CLIENT ORDER RE APPELLANT'S FILING FEE	0.10 450.00/hr	45.00
11/11/2024	MR DISCUSSION WITH GW RE ANTICIPATED APPEAL ARGUMENTS AND TIMELINES, ETC.	0.20 450.00/hr	90.00
11/12/2024	IR SET UP DRAFT SHELL AND BEGIN FILE REVIEW/DRAFTING SOF	0.70 295.00/hr	206.50
11/14/2024	MB RECEIVED AND SENT TO CLIENT OPENING BRIEF	0.10 175.00/hr	17.50
	MR INITIAL REVIEW OF OPENING BRIEF (OVERVIEW OF ARGUMENTS, REVIEWED STATEMENT OF ISSUES, ETC.)	0.50 450.00/hr	225.00
	MR DRAFTED INITIAL OUTLINE AND IMPRESSION RESPONSES TO ISSUES RAISED IN OPENING BRIEF TO FRAME RESEARCH AND DRAFTING OF ANSWERING BRIEF	1.20 450.00/hr	540.00
	GRW REVIEWED APPEAL, STAFF WITH MR AND DA	0.50 650.00/hr	325.00

			Hrs/Rate	Amount
11/15/2024	MR	EMAIL EXCHANGE WITH OPPOSING COUNSEL AND BRIEF DISCUSSION WITH GW RE VARIOUS UPDATES	0.20 450.00/hr	90.00
11/20/2024	MR	STAFFING WITH ISABEL RE		NO CHARGE
			450.00/hr	
	MR	DISCUSSION WITH IR RE RULE 26 ISSUES FOR ANSWERING BRIEF	0.20 450.00/hr	90.00
	IR	WORK ON STATEMENT OF FACTS; REVIEW DEPO/TRIAL TRANSCRIPT	1.50 295.00/hr	442.50
11/22/2024	LC	LOCATE AND DOWNLOAD ALL CASES CITED IN OPPOSING COUNSEL'S OPENING BRIEF.	0.40 175.00/hr	70.00
11/26/2024	IR	STAFF WITH MR	0.30 295.00/hr	88.50
	MR	RESEARCHED JURISDICTION ISSUE FOR DIRECT APPEAL FROM DENIAL OF MOTION TO DISMISS/PRELIMINARY R26 ISSUE NOT CHALLENGED BY SPECIAL ACTION PRIOR TO FINAL HEARING (CASES OF HENKE V. ARIZONA, ENGLE BROS, SCOTTSDALE PUBLISHING, ETC.)	1.90 450.00/hr	855.00
	GRW	STAFF WITH MR RE NEW ARGUMENTS FOR RESPONSE	0.20 650.00/hr	130.00
12/3/2024	MR	MEETING WITH TRIAL COUNSEL TO DISCUSS APPELLATE ISSUES AND GENERAL STATUS UPDATES ON ANSWERING BRIEF, ETC.	0.30 450.00/hr	135.00
12/6/2024	MR	DOCKET REVIEW AND STAFF WITH IR REGARDING MAY 2024 "RENEWED MOTION TO DISMISS" AND IMPACT ON JURISDICTIONAL ARGUMENT	0.20 450.00/hr	90.00
12/10/2024	IR	WORK ON SOF TIMELINE THROUGH MARCH 2024	2.00 295.00/hr	590.00
12/11/2024	IR	COMPLETE FIRST DRAFT SOF	1.50 295.00/hr	442.50
12/12/2024	MR	REVIEWED SOF DRAFT AND BRIEF DISCUSSION WITH GW REGARDING AB ARGUMENTS AND REVISIONS TO SOF	0.30 450.00/hr	135.00
	IR	STAFF WITH MR	0.30 295.00/hr	88.50
12/15/2024	MR	ARGUMENT OUTLINING, RESEARCH, AND INITIAL DRAFTING FOR JURISDICTION SECTION, GENERAL ARGUMENTS, SCOPE OF REVIEW, RECORD, STATEMENT OF FACTS, ETC.	4.50 450.00/hr	2,025.00

		Hrs/Rate	Amount
12/16/2024	IR STAFF APPEAL; DISCUSSION; RESEARCH AND REVISIONS TO SOF WITH MR	1.00 295.00/hr	295.00
	MR STAFF RESEARCH; REVISIONS TO STATEMENT OF FACTS AND APPEAL WITH IR	1.00 450.00/hr	450.00
	MR SECOND REVIEW OF STATEMENT OF FACTS; DRAFTED REVISIONS AND MARGIN COMMENTS FOR INCORPORATION INTO STATEMENT OF FACTS IN LIGHT OF LEGAL ARGUMENTS AND KEY TIMELINE NOTATIONS, ETC.; DISCUSSED REVISIONS AND INSTRUCTIONS WITH IR.	1.20 450.00/hr	540.00
	IR REVIEW SOF AND MR COMMENTS; RESPONSES AND INCORPORATE DATES/TIMES	0.60 295.00/hr	177.00
12/17/2024	MR RESEARCH REGARDING MOTLEY V. SIMMONS AND CASE LAW CONFLICT CONCERNING APPEALABILITY OF MOTIONS TO DISMISS VS. STATUTE PERMITTING REVIEW OF INTERLOCUTORY DECISIONS ON APPEAL FROM FINAL JUDGMENT	1.30 450.00/hr	585.00
	IR REVIEW OF SOF AND CITATIONS INTO SAME REFERRING TO ROA/EXHIBITS ADMITTED AND REVIEW OF PRIOR RULINGS/FILINGS IN SUPPORT OF SAME	1.80 295.00/hr	531.00
	IR STAFF SOF AND FACTS WITH MR	0.40 295.00/hr	118.00
	MR STAFF SOF AND FACTS OF CASE WITH IR; CHANGES TO SOF PURSUANT TO SAME	0.40 450.00/hr	180.00
	MR RESEARCH RE MOTLEY V. SIMMONS AND JURISDICTIONAL ISSUES	1.00 450.00/hr	450.00
12/18/2024	GRW STAFF WITH MARKUS INCLUDING UPDATE [REDACTED]	0.40 650.00/hr	260.00
	MR ONGOING RESEARCH AND REVISIONS FOR ANSWERING BRIEF, INCL. APPEALABILITY OF MTD, COLLATERAL ORDERS ON DIRECT APPEAL, WAIVER ARGUMENTS, ETC.	2.40 450.00/hr	1,080.00
12/19/2024	MR MORNING SESSION OF REVIEW AND REVISIONS TO ANSWERING BRIEF DRAFT (MOSTLY CONCENTRATING ON ISSUES 3-5)	1.30 450.00/hr	585.00
	MR AFTERNOON SESSION OF REVIEW AND REVISIONS TO ANSWERING BRIEF DRAFT (MOSTLY CONCENTRATING ON ISSUES 3-5, DEVELOPMENT OF STATUTORY INTERPRETATION SECTIONS, RESEARCH CONCERNING APPLICATION OF 25-324 IN PATERNITY CASES, LINKING TO ROA, ETC.)	3.60 450.00/hr	1,620.00

		<u>Hrs/Rate</u>	<u>Amount</u>
12/20/2024	MB FINALIZED, FILED AND SENT TO CLIENT AND OPPOSING COUNSEL MOTION TO EXTEND ANSWERING BRIEF	0.20 175.00/hr	35.00
	GRW STAFF WITH MR RE STATUS AND ARGUMENTS	0.30 650.00/hr	195.00
	MR DRAFTED MOTION TO EXTEND AB DEADLINE; EMAIL EXCHANGES WITH OPPOSING COUNSEL REGARDING NON-OBJECTION	0.30 450.00/hr	135.00
	MR ONGOING RESEARCH AND REVISIONS TO ARGUMENT SECTIONS (ATTORNEY FEES, PROCEDURAL HISTORY, INCONSISTENT TIMELINE OF EVENTS, ETC.)	1.30 450.00/hr	585.00
12/23/2024	MR REVIEWED EMAILS FROM COURT CLERK REGARDING ACCEPTANCE OF MOTION TO EXTEND	0.10 450.00/hr	45.00
	MR DRAFTED NOTICE OF ERRATA TO CORRECT CLERICAL ERROR IN PROCEDURAL MOTION FROM 12/20/2024 (NC PER MR)	0.20 450.00/hr	NO CHARGE
	MB FINALIZED, FILED AND SENT TO CLIENT AND OPPOSING COUNSEL NOTICE OF ERRATA	0.20 175.00/hr	35.00
	MR ONGOING RESEARCH AND REVISIONS TO AB DRAFT (FOCUSING ON PREMISES OF RULE 26 ARGUMENT, INAPPLICABILITY OF RULE TO OTHER SOURCES OF AUTHORITY TO AWARD FEES, ETC.)	1.20 450.00/hr	540.00
	LC RESEARCH CASES FOR ANSWERING BRIEF; REPORT FINDINGS TO MR.	0.70 175.00/hr	122.50
12/24/2024	MR CONTINUING RESEARCH AND REVISIONS TO ANSWERING BRIEF (FOCUSING TODAY ON ATTORNEY FEES ARGUMENTS, HISTORY OF WHEN FEES WERE INCURRED IN RESPONSE TO "LITERALLY \$0" ASSERTION, WAIVER OF SUBSTANTIVE OBJECTIONS NOT RAISED IN OPENING BRIEF, ETC.)	2.60 450.00/hr	1,170.00
12/26/2024	MR REVIEWED ADDITIONAL RELEVANT CASE LAW (INCL. KOSTADINOVA) AND INCORPORATED INTO BRIEF; ONGOING DRAFTING AND REVISIONS TO ARGUMENT SECTIONS.	1.20 450.00/hr	540.00
12/27/2024	IR REVIEW AND FINISH CITATIONS TO RECORD IN SOF	1.50 295.00/hr	442.50
	MR ONGOING RESEARCH, DRAFTING, AND REVISIONS TO ANSWERING BRIEF (RULE 26/RULE 11, CITATION TO UNPUBLISHED AUTHORITIES FROM NON-STATE AND NON-APPELLATE COURTS, DIFFERENCES BETWEEN RULE 26, ARCP 11, AND FRCP 11 INCL. SHOW CAUSE REQUIREMENT ONLY IN FEDERAL RULE, ETC.)	3.60 450.00/hr	1,620.00

		Hrs/Rate	Amount
12/27/2024	MR	2.30 450.00/hr	1,035.00
12/28/2024	MR	2.60 450.00/hr	1,170.00
12/29/2024	MR	2.10 450.00/hr	945.00
12/30/2024	MB	0.10 175.00/hr	17.50
12/31/2024	MR	2.40 450.00/hr	1,080.00
1/2/2025	MR	4.30 450.00/hr	1,935.00
1/3/2025	MR	5.30 450.00/hr	2,385.00
1/4/2025	GRW	1.00 650.00/hr	650.00
1/6/2025	GRW	0.30 650.00/hr	195.00
	MR	0.20 450.00/hr	90.00
	MR	3.10 450.00/hr	1,395.00
1/7/2025	IR	1.00 295.00/hr	295.00

		<u>Hrs/Rate</u>	<u>Amount</u>
1/7/2025	MR FINAL REVISIONS TO ARGUMENTS AND STATEMENT OF FACTS, INCLUDING CLARIFYING RECORD CITATIONS, CONFIRMING ACCURACY OF PAGE NUMBERS, ETC.	1.90 450.00/hr	855.00
	GRW EDITS AND COMMENTS ON ALMOST FINAL DRAFT OF APPEAL	1.20 650.00/hr	780.00
1/8/2025	MR ADDED INTERNAL HYPERLINKS FOR CITATIONS, TABLE OF CONTENTS, AND TABLE OF AUTHORITIES ALONG WITH FINAL REVISIONS AND CORRECTIONS TO BODY TEXT THROUGHOUT BRIEF	1.10 450.00/hr	495.00
	IR EMAIL APPEAL TO CLIENT FOR HIS REVIEW AND APPROVAL; RESPONSE APPROVING SAME	0.20 295.00/hr	59.00
1/9/2025	MR FINAL REVISIONS BEFORE FILING ANSWERING BRIEF	0.50 450.00/hr	NO CHARGE
	MB FINALIZED, FILED AND SENT TO CLIENT AND OPPOSING COUNSEL ANSWERING BRIEF	0.20 175.00/hr	35.00
1/10/2025	GRW STAFF WITH MR RE FILING AND COMMENTARY ON LINE FROM GINGRAS	0.30 650.00/hr	195.00
1/27/2025	GRW EMAIL RE STATUS	0.40 650.00/hr	260.00
	MR REVIEWED EMAIL FROM OPPOSING COUNSEL REGARDING INCORRECT CITATION IN ANSWERING BRIEF; REVIEWED FILE AND COLLATERAL HEARINGS REGARDING SONOGRAM VIDEO FROM INTERNET; EMAIL REPLY TO OPPOSING COUNSEL.	0.40 450.00/hr	180.00
	MR TC WITH DAVID GINGRAS REGARDING HIS EMAIL AND THE FACTUAL ISSUE IN THE ANSWERING BRIEF.	0.20 450.00/hr	90.00
1/28/2025	MR REVIEWED EMAIL FROM OPPOSING COUNSEL REGARDING FACT ISSUE AND INSTRUCTIONS TO STANDBY FOR HIS PROPOSAL ON STIPULATION/CORRECTION/ALTERNATIVE RESOLUTION	0.20 450.00/hr	90.00
	GRW STAFF WITH MR RE RECORD ISSUE AND RE GINGRAS	0.30 650.00/hr	195.00
	MR REVIEWED EMAIL FROM OPPOSING COUNSEL RE LENGTH EXTENSION AND SENT RESPONSE INDICATING NO OBJECTION	0.20 450.00/hr	90.00
1/30/2025	GRW REVIEWED REPLY FOR STAFFING	0.40 650.00/hr	260.00

		<u>Hrs/Rate</u>	<u>Amount</u>
1/30/2025	MR READ AND PROCESSED REPLY BRIEF AND REQUEST FOR ORAL ARGUMENT TO FILE WITH BRIEF DISCUSSION TO GW REGARDING BRIEF AND ISSUES FOR ORAL ARGUMENT (IF GRANTED)	0.50 450.00/hr	225.00
1/31/2025	MR EMAIL TO CLIENT EXPLAINING IMPRESSIONS FROM REPLY BRIEF, ORAL ARGUMENT PROCEDURE, PETITION FOR REVIEW PROCEDURE AFTER RULING FROM D2, ETC.	0.30 450.00/hr	135.00
	MB RECEIVED AND SENT TO CLIENT ORDER RE EXTENSION	0.10 175.00/hr	17.50
2/4/2025	MR REVIEWED EMAIL AND STIP FROM OPPOSING COUNSEL; DRAFTED FORM OF JUDGMENT AND SENT TO OPPOSING COUNSEL TO REVIEW FOR FILING TO CORRECT R78 ISSUE.	0.40 450.00/hr	180.00
	GRW STAFF WITH MR RE STIP STATUS WITH GINGRAS, FILING FROM GINGRAS	0.20 650.00/hr	130.00
2/18/2025	MR REVIEWED ORDER FROM COURT RE FINALITY OF JUDGMENT AND BRIEF STAFF WITH GW RE TIMELINES AND APPEAL	0.20 450.00/hr	90.00
	MB RECEIVED AND SEN TO CLIENT NUNC PRO TUNC ORDER RE ATTORNEYS' FEES	0.10 175.00/hr	17.50
2/23/2025	MR REVIEWED DRAFT STATUS REPORT FROM OPPOSING COUNSEL AND APPROVED FOR FILING	0.20 450.00/hr	90.00
3/31/2025	MR REVIEWED MEMORANDUM DECISION FROM COURT OF APPEALS AND EMAILED CLIENT WITH COPY OF DECISION, BRIEF DISCUSSION OF COURT'S FINDINGS, AND EXPLANATION OF PROCESS IN THE EVENT OPPOSING PARTY PETITIONS FOR REVIEW	0.50 450.00/hr	225.00
	For professional services rendered	<hr/> 85.30	<hr/> \$35,988.00
	Additional Charges :		
10/17/2024	FILING FEE		140.00
	FILING FEE - NOTICE OF SUPPLEMENTATION		6.70
11/6/2024	Credit Card Fee 3% of \$1,235.20		37.09
	Total additional charges		<hr/> \$183.79

Exhibit “C”

(602) 449-7980

(602) 396-5850

office@woodnicklaw.com

www.woodnicklaw.com



WOODNICK LAW PLLC

October 15, 2024

Clayton Echard

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

**RETAINER AGREEMENT
CONFIDENTIAL AND PRIVILEGED INFORMATION**

Dear Clayton:

I am writing to confirm the terms under which the Office of Woodnick Law, PLLC (the "Firm") will represent **CLAYTON ECHARD** (the "Client"). We appreciate your decision to retain the Firm in this matter. So that we all clearly understand the basis upon which we have agreed to represent you, I have prepared this letter.

- Clients Represented and Scope of Representation.** It is understood that our Client for the purpose of this representation is **CLAYTON ECHARD** and not any of Client's individual members, family members or any other entities. The Firm has been retained to represent Clayton Echard (Appellee) in appeal *1 CA-CV 24-0722 FC* (or corresponding case number if transferred to Division Two), including appellate briefs and oral argument, if necessary.
- Other Matters.** The Firm will **not** provide tax advice. This fee agreement also does **not** include appeals taken to any federal or state court of appeals by any party. A separate agreement will be prepared if Client and the Firm mutually agree to representation in an appellate matter. The Firm also does **not** handle or prepare Qualified Domestic Relations Orders (QDROs) or other similar orders required to divide retirement benefits outside of the Decree. *It may be beneficial to enter retirement orders contemporaneously with the entry of a Decree, rather than waiting until after a Decree is done. If you have any concerns about your retirement benefits, please let us know so that we can discuss the issue and your concerns.*
- No Guarantees.** It is understood that the Firm has not made and cannot make any guarantee of success in this matter. We will work diligently and competently to achieve Client's objectives but we cannot guarantee the success of any matter.
- Staffing.** I will have primary responsibility for your matter. We also may use other attorneys, paralegals and litigation/clerical assistants where appropriate. Staffing

decisions will be made by me, with the objective of rendering services on an efficient and cost-effective basis.

5. **Fees.** We bill for professional services in accordance with Rule 1.5 of the Rules of Professional Conduct promulgated by the Arizona Supreme Court, primarily based upon the schedule of hourly rates established by the Firm for the lawyers and other members of the professional staff of the Firm. In order to help us determine the value of services that we render, our attorneys, paralegals and document clerks maintain written records of the actual time they spend working for Clients. The hourly rates are based on years of experience, training and practice and level of professional attainment. We periodically review our hourly rates and make adjustments as necessary.

• Gregg R. Woodnick:	<u>\$650.00</u>
• Leslie A.W. Satterlee:	<u>\$495.00</u>
• Bradley A. TenBrook:	<u>\$495.00</u>
• Markus Risinger:	<u>\$450.00</u>
• Kaci Y. Bowman:	<u>\$425.00</u>
• Deandra Arena	<u>\$425.00</u>
• Isabel Ranney:	<u>\$295.00</u>
• Law Clerks:	<u>\$175.00</u>
• Paralegals:	<u>\$175.00</u>

The Firm does not require an Advance Fee Deposit.

The Firm bills in 1/10 of an hour segments. Fees are charged for such services as telephone calls, sending and reviewing emails, drafting and reviewing documents, legal research, attending and preparing for hearings, and travel to and from hearings and meetings. Statements for services rendered and costs incurred will be emailed to the email address listed above during the month following the month in which services are rendered and costs advanced or charged. All statements are due and payable upon receipt and will be deducted from the Advance Fee Deposit unless Client notifies the Firm within ten (10) days of emailing of the invoice that Client has a question about the statement. The Firm reserves the right to notify Client that the fee deposit has been depleted and must be replenished. The Firm requires that a minimum amount of **\$0.00** must be kept in the trust account at all times.

If the Firm receives payment of Client Fees from a third party, the Firm assumes that the Client has given informed consent for the third party to make such payment. Such third party payments do not alter the Firm's duties to the Client or representation of the Client. The Firm will not share confidential information with the third party unless otherwise expressly agreed to in writing by the Client. If any refund of fees is requested or paid by the Firm, the refund belongs to the Client and shall be paid to the Client and not the third party.

You will be receiving monthly billing statements from our office. We will be relying upon you to review your invoices carefully upon receipt and to notify our office promptly if you

believe any statement is inaccurate in any way, or if you have any questions regarding the statement. The billing statements will be **emailed to you at the email address on file**. Please make sure to update us if you change your email/ mailing addresses.

6. **Costs**. In addition to our fees for services, Client will be responsible for all out-of-pocket disbursements that we incur on their behalf. Other than extraordinary costs, The Firm does not charge for costs associated with long-distance telephone calls, outgoing fax, or photocopying. However charges may be incurred for filing fees, retention of private investigators, retention of expert witnesses, and online database research charges (Lexis, Westlaw, etc.). We anticipate making advances to cover out-of-pocket costs incurred but reserve the right to forward to Clients any larger items with the request that they pay them directly to the service providers. Client will provide a **Cost Advance of \$0.00** in addition to any fee advances to cover anticipated expenses. Note that the Cost Advance is not a maximum amount for all costs but a down-payment towards anticipated expenses. Client will be provided with a monthly statement of costs and expense that have been deducted from the Cost Advance.
7. **Clients' Responsibilities**. Recognizing that the Firm cannot effectively represent Client without their cooperation and assistance, Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation, including providing information and documents requested in a timely fashion; assisting in discovery, disclosure and trial preparation; cooperating in scheduling and related matters; responding to telephone calls and correspondence in a timely manner; and informing the Firm of changes in Clients' address and telephone numbers.
8. **Discovery and Disclosure**: During litigation, each party has the right to request information from the other party, including employment and income records; medical, psychological and any other health-related records; criminal and domestic violence records or history; any other information that may be relevant to financial issues and child-related issues, as well as electronic items. This process is called Discovery. Discovery can include electronic discovery; therefore, everything that you post online or through social media may be discoverable. It is important to refrain from discussing your personal situation on the internet. It is also sanctionable if you take any action to destroy or delete any potentially relevant evidence, including social media postings. If you have any questions about this, please make sure to discuss with the Firm.
9. **Electronic Communications**. We communicate from time to time with our clients via facsimile, mobile telephone, and email. You are responsible for providing us with an email address that you want us to use for correspondence related to the representation. You should check that email address regularly. We will assume that third parties (e.g., employers or family members) do not have access to that email address so you can receive confidential correspondence from us. You should change your email address password if there is any reason to believe that anyone else knows your password and can access your emails. Please be certain that your email filters do not block emails from

our office and that the allowable size of incoming emails is sufficient to accept emails from us with attachments.

No form of communication is completely secure and these forms of communication have some risk of improper interception even though our Firm maintains reasonable security measures to assure the confidentiality of your information. Accordingly, unless you instruct us that you prefer to receive only a paper copy in the mail and do not wish to communicate by email, we will send you each document that is relevant to your matter by email as a scanned document in "pdf" or "tif" format. If you require any heightened security measures for the storage or transmission of electronic data, such as for government clearances, please notify me.

10. **Data and Document Retention.** We retain many file documents and data in electronic format only. These documents and data may be stored on a remote secure third party server hosted through the internet.

During the course of our representation of Client, you may have occasion to provide us with documents and other materials. Please provide us with only copies of documents, unless we expressly request an original. At the end of our engagement, the Firm will return any original documentation provided to us or created by us as directed by the Client. Therefore, if there is something that you want to retain in the original form, please make sure you specifically advise us of that.

During the course of the representation the Firm will provide Client with copies of all other documents that the Firm receives or generates on Client's matter, except for attorney notes. ***It is important that you retain all communications from and to us, including emails and attachments to emails. These are being tendered to you as your file for this matter and not all emails may be saved to your file by the Firm.*** You are responsible for maintaining your own copy of the file, which you will receive during the representation. If you request a copy of your file at the end of the representation, the copy may be provided to you as either an electronic or paper copy. If you ask for additional copies, you will be asked to pay the full copying charges and to satisfy all copying and duplication costs at that time.

At the conclusion of the representation, it is our office policy is to convert your file to electronic form only and destroy the paper copy. We will maintain our electronic copy of your file for five (5) years, at which time it may be destroyed without further notice.

11. **Collection.** If it is necessary to institute collection actions to enforce this agreement, Client will be responsible for reasonable attorneys' fees for the action, in addition to all amounts owed under the agreement for fees and costs.
12. **Termination of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that the Firm terminates the engagement, we will take such steps as are reasonably practicable to protect Clients' interests in this matter. If Client

terminates the Firm, the Firm will be entitled to fees for the services completed. The Firm reserves the right to decline to perform further services if any account is thirty (30) days or more past due. Subject, of course, to our ethical and professional obligations, Clients must agree that the Firm may terminate its legal services and withdraw from this engagement in such event. Unless previously terminated, our representation of Clients will terminate upon our sending our final statement for services rendered.

Very truly yours,
WOODNICK LAW, PLLC



By: Gregg R. Woodnick, Esq.
Markus Risinger, Esq.
Isabel Ranney, Esq.
Attorneys at Law

**THE TERMS OF THE ENGAGEMENT OF THE FIRM AS STATED ABOVE ARE
ACCEPTED AND APPROVED BY:**

DocuSigned by:


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CLAYTON ECHARD
Client

10/15/2024

DATE