

CLERK OF THE
SUPERIOR COURT
FILED
T. BLAND, CRY

2024 APR 24 PM 4:19

1 **TOM BARRS**
2 PO BOX 14122
3 SCOTTSDALE, AZ 85267
4 TELEPHONE (602) 684-0544
5 TBarrs360@gmail.com
6 *Petitioner-Appellant, Pro Per*

7
8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 In the Matter of
11 **TOM BARRS**
12
13 *Petitioner/Appellant,*
14
15 *vs.*
16 **DESERT RANCH HOMEOWNERS'**
17 **ASSOCIATION,**
18
19 *Respondent/Appellee.*

200179-001
No. LC 2023-~~00179~~ DT
**APPELLANT'S APPLICATION
FOR ATTORNEYS' FEES AND
TAXATION OF COSTS**
OAH Nos. 22F-H2222050-REL
22F-H2222054-REL
Agency Case Nos. HO22-22050
HO22-22054

20
21 **Declaration of Tom Barrs**

22 Tom Barrs declares as follows:

- 23 1. I am the Tom Barrs identified as the Petitioner/Appellant in Maricopa
24 County Superior Court case number President LC 2023-00179 DT.
25 2. Limited scope representation is permitted in Arizona. See:
26 [https://www.azcourts.gov/selfservicecenter/Resources/Types-of-Legal-
27 Representation/Limited-Scope-Representation](https://www.azcourts.gov/selfservicecenter/Resources/Types-of-Legal-Representation/Limited-Scope-Representation)
28 3. In connection with that matter, I did hire legal counsel for limited scope
representation for assistance regarding the appeal and preparation of my brief.
Accompanying this Declaration are true copies of the invoice from Burch & Cracchiolo,
P.A. to me in the amount of \$5,480.00 dated November 2, 2023, for their limited scope
representation effective September 20, 2023 and (b) the invoice of Dessauls Law
Group dated September 7, 2023 in the amount of \$1,716.00, for their limited scope

1 representation from August 8, 2023 through August 16, 2023. I paid the stated
2 amounts.

3 4. I also incurred other costs and expenses. Below is a summary of the costs,
4 expenses and fees incurred during the course of this Appeal. Receipts are attached
5 hereto.

6	a) Clerk's fees	\$333.00
7	b) Mailed copies of record.....	\$27.18
8	c) Reporter's Transcript.....	\$1,253.39
9	d) Attorneys' Fees.....	\$7,196.00
10	e) Other (OAH filing fee ¹).....	\$500.00
11	TOTAL	\$9,309.57

12 As permitted by Rule 80(c), Arizona Rules of Civil Procedure, the undersigned
13 declares under penalty of perjury that the foregoing is true and correct.

14 Dated this 24 day of April, 2024

15 

16 **Tom Barrs**
17 PO Box 14122
18 Scottsdale, AZ 85267
19 TBarrs360@gmail.com

20 ORIGINAL of the foregoing
21 filed this 24 day of April, 2024:
22 Clerk of the Court
23 Attn: LC Specialty Desk
24 MARICOPA COUNTY SUPERIOR COURT
25 201 W Jefferson
26 Phoenix, Arizona 85003

27 COPY of the foregoing emailed/mailed this
28 Same date to:

¹ As per A.R.S. 32-2199.02(A)

1 LOWER COURT AND ADMINISTRATIVE APPEALS

2 Attention: HON. JOSEPH MIKITISH

3 201 W. Jefferson St.

4 4th Floor

5 Phoenix, AZ 85003

6 DESERT RANCH HOMEOWNERS ASSOCIATION

7 PO Box 3081

8 Carefree, AZ 85377-3081

9 *Respondent*

10 By: /s/ Tom Barrs

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JEFF FINE
CLERK OF THE SUPERIOR COURT
MARICOPA COUNTY, ARIZONA
WWW.CLERKOFDCOURT.MARICOPA.GOV

Log: 0072000 OP# 07201

Description	Qty	Amount

CASE# LC2023-000179-001		-----
SP ACT PET RV/ST ADM 001		333.00
SUB TOTAL		333.00

TOTAL AMOUNT DUE		333.00

CASH		333.00
TOTAL PAID		333.00

CHANGE		0.00

Date 05/23/2023 Time 15:46:24
Receipt# 29268640

TOM BARRS VS DESERT RANCH HOMEOWNERS ASSOC
IATION

Keep This Receipt For Your Records

LIMITED REPRESENTATION AGREEMENT

Tom Barrs (“**Client**”) has asked **Burch & Cracchiolo, P.A.** (the “**Firm**”), to perform certain limited scope legal services on behalf of Client with respect to the Lower Court appeal in *Barrs v. Desert Reanch Homeowners Ass’n*, Maricopa County Superior Court No. LC2023-000179-001 DT (the “**Appeal**”), which is an appeal from an Arizona Department of Real Estate Administrative Law Decision dated February 21, 2023 in No. 22F-H2222050-REL/No. 22F-H2222054-REL (the “**Administrative Proceedings**”). The Firm has agreed to provide legal counsel to Client and perform those legal services asked of it, as provided in this Representation Agreement (the “**Agreement**”), in consideration of payment for such services as provided in this Agreement. In the event Client is married, Client agrees the services also benefit Client’s marital community.

Client and Firm mutually agree as follows:

1. Client previously had legal counsel representing Client in the Administrative Proceedings, and has elected to handle the Appeal *in propria persona*, but desires consultation with respect to some aspects of the Appeal. The Firm will not be entering any appearance as counsel of record in the Appeal, nor undertaking review of the record from the Administrative Proceedings for purposes of identifying issues, evidence, or writing any brief or other appeal memoranda for the Appeal, but will perform the following services and only the following services as requested by Client: review of selected record items and drafts of Appeal memoranda prepared by Client to provide advice and/or suggested revisions for such Appeal memoranda as Client may prepare and elect to file, including advice with respect to any oral argument. Client acknowledges the Firm has not agreed to enter any appearance or otherwise participate in the Appeal except as stated above. Client specifically acknowledges that no other legal services will be provided by the Firm and that it is the Client’s responsibility to make arrangements for further legal representation, if desired.

2. The Firm’s general policy requires a retainer for costs and/or fees (“**Retainer**”) before commencing work on most projects, and in this matter a retainer in the amount of One Thousand and No/100 Dollars (\$1,000.00 USD) will be required for opening a file on this matter. Notwithstanding any initial designation upon receipt, the Firm shall be authorized to apply the Retainer to fees or costs as the Firm deems appropriate.

3. In the event of the deposit of any Retainer, it will be deposited in the Firm’s trust account until applied in whole or in part against an invoice. Interest, if any, earned on the Firm’s trust account is contributed to the Arizona Foundation for Legal Services and Education pursuant to rule 44, Arizona Rules of the Supreme Court.

4. This is not a flat fee or fixed fee agreement. The Firm cannot accurately estimate the total fees and costs which will be incurred. The amount of any Retainer does not represent an estimate of the total fees which will be incurred for Clients’ project(s). Any amounts quoted for the total fees and costs for services also are merely estimates by the Firm. Client understands that many factors may affect the total fees and costs in this matter which may not be contemplated at the time of entering into this Agreement.

5. Fees will be billed at hourly rates -- \$450 for Daryl Manhart; \$280 for Aaron Duell. In the event any other timekeeping personnel work on this file (attorneys, law clerks, legal assistants, or other timekeeping staff, if any) they will be billed at their then prevailing standard hourly rates.

6. Services performed on Client's behalf will be billed in time increments rounded up to the nearest one tenth (0.10) hour (the "minimum time unit"). The Firm will maintain time records for all work charged to Client, including, but not limited to: drafting and reviewing documents; researching issues; conferences with Client, other parties' counsel, witnesses, or others regarding the representation; correspondence; telephone calls; court appearances and travel time. At the Firm's discretion, personnel may aggregate time for services rendered on a specific date or may separately charge the minimum time unit for discrete services rendered on that date, including without limitation, receipt and review of each item of correspondence or for each telephone call made or received by the Firm relating to the Firm's representation of Client whether or not Client is a party to the telephone call.

7. Client generally will be billed monthly for legal services and any costs and expenses advanced on Client's behalf. Unless otherwise agreed, the Firm's bills are payable upon presentation and are to be paid within thirty (30) days of the date of billing to avoid interest. Billed amounts that remain unpaid thirty (30) days after the date of the billing shall be overdue and shall bear a finance/handling charge measured from the date of billing of one percent (1%) per month, which is an annual percentage rate of twelve percent (12%).

8. The Firm will need Client's full cooperation in this matter. Subject to ethical and any judicial requirements, Client's representation by the Firm may be terminated by either party hereto at any time immediately upon notice. Any unpaid sums owed to the Firm are due and payable in full upon termination. In the event the Firm deems it necessary to commence legal action to recover its attorneys' fees and costs, Client agrees to pay all costs and expenses incurred by the Firm in connection with such action, including reasonable attorneys' fees incurred by the Firm's own attorneys, or any other attorneys retained to enforce payment.

9. It is specifically understood and agreed that this limited scope representation agreement covers only limited representation of the Client in connection with matters as specifically described in this Agreement. In the event the Firm determines that some particular matter or project should be covered by some different fee agreement, the Firm will so advise Client and a separate representation agreement will be prepared.

10. The Firm's attorneys will exercise their professional judgment, skill, and discretion in representing the Client. The Firm has made no warranties or guarantees as to the effect, outcome, or consequences of any transactions undertaken for Client, or whether any litigation (including appeal) will be successful. The Firm has made no warranties or guarantees as to the amounts the Client may recover or for which Client may ultimately be held liable.

11. Client understands that if during the representation in this matter, the Firm determines in its discretion that it is not feasible to continue with such representation, the Firm may, after due notice to the Client, withdraw. Where the representation is with respect to litigation, Client also understands that the Firm reserves the right to decline continued representation, or to decline to engage in post-appeal procedures following an appeal order or decision.

12. If there is any disagreement concerning the fee or costs charged hereunder upon termination of this Agreement, then the Firm and Client each agree, at the request of the other, to submit that disagreement to binding arbitration with the Fee Arbitration Committee of the State Bar of Arizona.

13. The Firm policy is that once its representation in a client's matter has been concluded, the Firm will keep its own file concerning that matter for no more than five (5) years. Thereafter, the file may be destroyed, without prior notice to Client. (An exception is made where

appropriate for certain estate planning files.) The Firm will, at Client's request and expense prior to the time scheduled for destruction of a file, provide copies of file items for Client. Client understands and agrees to this policy.

14. This Agreement may be executed in counterpart and shall become effective as of September 20, 2023 (initial contact with the Firm regarding this matter), upon the Firm's receipt of this Agreement executed by Client, together with Client's Retainer, if any required by this Agreement. The Firm may establish or open one more matters (file numbers) for different projects or tasks for which this Agreement will be applicable.

WARNING: THIS IS AN IMPORTANT BINDING LEGAL DOCUMENT. YOUR SIGNATURE IS ACKNOWLEDGMENT OF UNDERSTANDING AND AGREEMENT TO THE FOREGOING. IF YOU HAVE QUESTIONS ABOUT WHAT IT MEANS, DO NOT SIGN IT.

CLIENT

Tom Barrs

Tom Barrs

Mail Address:

PO Box 14122

Scottsdale, AZ 85267

Phone: 602.684.0544

Email: tbarrs360@gmail.com

DATE: 10/18/2023

BURCH & CRACCHIOLO, P.A.

By: _____

Daryl Manhart

1850 N. Central Ave., Suite 1700

Phoenix, AZ 85004

(602) 234-9908

DManhart@bcattomeys.com

BURCH & CRACCHIOLO, P.A.

A PROFESSIONAL ASSOCIATION
LAW OFFICES

MAILING ADDRESS
1850 N CENTRAL AVE, SUITE 1700
PHOENIX, ARIZONA 85004
(602) 274-7611

TAX IDENTIFICATION NUMBERS
FEDERAL 86-0316924
STATE 158754

November 10, 2023

Tom Barrs
PO Box 14122
Scottsdale, AZ 85267

Invoice #: 394918
Client #: 34244
Matter #: 1
Billing Attorney: DDM

INVOICE SUMMARY

For professional services rendered through November 9, 2023:

RE: LC2023-000179-001 Limited Scope Representation

Professional Services	\$ 5,480.00
Current Disbursements	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 5,480.00
Unapplied Cash	<u>\$ -1,000.00</u>
BALANCE DUE THIS INVOICE	\$ 4,480.00
TOTAL BALANCE DUE	\$ 4,480.00

PLEASE MAKE CHECK PAYABLE TO: BURCH & CRACCHIOLO, P.A.

Please return the remittance page with your payment and write the invoice number / file on check.

DISBURSEMENTS MADE TO THIRD PARTY VENDORS ON BEHALF OF YOUR MATTER MAY NOT HAVE BEEN POSTED TO THE ACCOUNT BY THE DATE THE BILL HAS BEEN ISSUED. ANY SUCH DISBURSEMENTS SHALL APPEAR ON A LATER STATEMENT

Invoice #: 394918

November 10, 2023

PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours
9/20/23	DDM	Partial review of material re potential lower court of appeal for Barrs vs. HOA; (No Charge)	.50
9/25/23	DDM	Review of material re potential lower court of appeal for Barrs vs. HOA; voice message to T. Barrs; long telecon with S. Barrs for T. Barrs re possible appeal with Desert Ranch HOA; (No Charge)	1.50
10/04/23	DDM	Review follow up query from T. Barrs; telecon with TKM re associate availability; prepare query to associates re lower court appeal; (No Charge)	1.00
10/05/23	DDM	Prepare email to T. Barrs re possible representation; confirm availability of AMD if hired; review appellate handbook and statutes on APA appeals and new evidence; (No Charge)	1.30
10/11/23	DDM	Review email from T. Barrs; confirm AMD availability; reply to T. Barrs on limited scope representation for lower court appeal; (No Charge)	.50
10/19/23	DDM	Review/reply to T. Barrs re prospective draft brief and whether to amend notice as to abandoned issues; (No Charge)	.20
10/20/23	DDM	Review/reply to T. Barrs re issue identification and citation form in draft brief; (No Charge)	.30
10/20/23	AMD	Read and analyze Decision from the Office of Administrative Hearings in preparation for reviewing and revising Mr. Barr's appeal brief	.50
10/20/23	AMD	Read, and analyze Tom Barr's rough draft of his opening brief, in preparation for thorough revision	.60
10/20/23	AMD	Begin reviewing statutory cites and conducting research on legal arguments to assert	.40
10/23/23	AMD	Complete review of statutes and brief in preparation for providing analysis of brief	.50
10/24/23	DDM	Review notice of appeal and parts of ALJ decision particularly identified; email to T. Barrs re draft; (No Charge)	.50
10/25/23	DDM	Directions for reformatting draft brief and email to AMD re an initial draft insert on personal information distinction; review partially revised draft; (No Charge)	1.00
10/25/23	DDM	Work on research for overcoming personal information exception in statute (partial time charged);	2.50
10/25/23	DDM	Work on research for overcoming personal information exception in statute (partial time not charged); (No Charge)	2.50
10/25/23	AMD	Review email correspondence from Tom Barrs, detailing the substance of each of the four petitions	.10
10/25/23	AMD	Review revised statement of the case	.10
10/25/23	AMD	Strategize with Daryl Manhart regarding Tom Barrs' brief	.30
10/26/23	DDM	Continue consideration of potential argument basis personal information issue; (No Charge)	.50
10/26/23	AMD	Research re "personal records" and "personal information" and draft argument regarding interpretation of the statute	2.20

Invoice #: 394918

November 10, 2023

Date	Atty	Description of Service	Hours
10/26/23	AMD	Draft portions of arguments and make substantial revisions to Tom Barr's appeal brief	1.90
10/27/23	DDM	Review and work on proposed revisions to client draft brief;	1.00
10/29/23	DDM	Review T. Barrs email from yesterday; reply to Barrs; continue to work on revisions/comments to draft brief and email with directions to AMD; (No Charge)	1.00
10/30/23	DDM	Initial review of AMD revisions to draft brief; (No Charge)	.30
10/30/23	AMD	Review and revise Tom Barrs' most recent version of the brief and send to Daryl Manhart for further revisions	1.40
10/31/23	DDM	Continue review of AMD revisions to draft brief; additional revisions and prepare email transmittal to T. Barrs; (partial time charged);	2.00
10/31/23	DDM	Continue review of AMD revisions to draft brief; additional revisions and prepare email transmittal to T. Barrs); (No Charge)	2.00
11/02/23	DDM	Review last draft brief in preparation for call; telecon with Barrs re supporting facts with record cites, considering issues to pursue, reorganizing brief, etc.	1.70

SUMMARY OF PROFESSIONAL SERVICES

Name	Rate	Hours	Amount	N/C Hr	N/C \$
Aaron M. Duell	280.00	8.00	2,240.00	.00	.00
Daryl Manhart	450.00	7.20	3,240.00	13.10	5,895.00
TOTALS		15.20	\$ 5,480.00	13.10	\$ 5,895.00

TOTAL PROFESSIONAL SERVICES	\$ 5,480.00
TOTAL THIS INVOICE	\$ 5,480.00
Unapplied Cash Applied	<u>\$ -1,000.00</u>
BALANCE DUE THIS INVOICE	\$ 4,480.00

BURCH & CRACCHIOLO, P.A.

A PROFESSIONAL ASSOCIATION
LAW OFFICES

MAILING ADDRESS
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PHOENIX, ARIZONA 85004
(602) 274-7611

TAX IDENTIFICATION NUMBERS
FEDERAL 86-0316924
STATE 158754

November 10, 2023

Tom Barrs
PO Box 14122
Scottsdale, AZ 85267

Invoice #: 394918
Client #: 34244
Matter #: 1
Billing Attorney: DDM

REMITTANCE COPY

RE: LC2023-000179-001 Limited Scope Representation

TOTAL BALANCE DUE

\$ 4,480.00

Please return this copy with payment to:

Burch & Cracchiolo
ATTN: Accounts Receivable
1850 N. Central Ave., Suite 1700
Phoenix, Arizona 85004

For your convenience, you may make payments by credit card online at <https://bcattorneys.com/paynow> or by calling our Credit Card Payment Line at 602-343-7911. They will be able to take your credit card information over the phone.

DUE UPON RECEIPT

Thank you!
Your business is greatly appreciated.

PLEASE MAKE CHECK PAYABLE TO: BURCH & CRACCHIOLO, P.A.

Please return the remittance page with your payment and write the invoice number / file on check.

DISBURSEMENTS MADE TO THIRD PARTY VENDORS ON BEHALF OF YOUR MATTER MAY NOT HAVE BEEN POSTED TO THE ACCOUNT BY THE DATE THE BILL HAS BEEN ISSUED. ANY SUCH DISBURSEMENTS SHALL APPEAR ON A LATER STATEMENT



Invoice # 37248
Date: 09/07/2023

Thomas Barrs
P O Box 14122
Scottsdale, AZ 85267

Statement of Account

Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(\$0.00	+	\$1,716.00)- (\$0.00)=	\$1,716.00

**Barrs-03033
Desert Ranch HOA**

By	Date	Description	Hours	Rate	Amount
HLN	06/26/2023	Revise and edit Motion to Withdraw as Counsel of Record and proposed Order.	0.40	\$240.00	\$0.00
JAD	08/08/2023	Telephone call with client regarding status and strategy in stipulated order of remand.	0.30	\$420.00	\$126.00
HLN	08/15/2023	Begin draft of Stipulation to Amend Decision comparing client's notes to the Decision.	0.80	\$240.00	\$192.00
HLN	08/16/2023	Continue to draft Stipulation to Amend Decision comparing client's notes to the decision; revise and edit the same per J. Dessaulles' instructions; begin draft of Order to Remand.	2.50	\$240.00	\$600.00
JAD	08/16/2023	Work on stipulation to remand with H. Narveson.	1.10	\$420.00	\$462.00
JAD	08/16/2023	Further revise and edit stipulation and proposed order; email to client explaining process.	0.80	\$420.00	\$336.00
Line Item Discount Subtotal					-\$96.00
Subtotal					\$1,716.00
Amount					\$1,716.00

Statement of Account

Current Invoice

Invoice	Date of Invoice	Amount Due	Payments Received	Balance Due
37248	09/22/2023	\$1,716.00	\$0.00	\$1,716.00
Outstanding Balance				\$1,716.00
Total Amount Outstanding				\$1,716.00

Account	Balance
Trust Balance	\$0.00
Total Account Balance	\$0.00



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T/A transcriptionpuppy.com
Tel: 888-889-5763

INVOICE / RECEIPT

Bill to: Tom Barrs	Invoice Number:	58072
	Invoice Date:	06/02/2023
	Payment Date:	06/02/2023

Description	Amount
Transcription: Tom Barrs vs. Desert Ranch HOA	1,042.76 USD

PAYMENT RECEIVED
Your credit/debit card has been billed under
Evolution World Wide/PayPal

Invoice Total:	1,042.76 USD
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Evolution World Wide Limited
T/A transcriptionpuppy.com
Tel: 888-889-5763

INVOICE / RECEIPT

Bill to: Tom Barrs	Invoice Number:	58096
	Invoice Date:	06/04/2023
	Payment Date:	06/04/2023

Description	Amount
Transcription:Tom Barrs vs. Desert Ranch HOA	210.63 USD

PAYMENT RECEIVED
Your credit/debit card has been billed under
Evolution World Wide/PayPal

Invoice Total:	210.63 USD
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