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9 CHAD M. GALLACHER - STATE BAR NO. 025487
10 *Attorneys for Plaintiff*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF MARICOPA**

13 LAVEEN MEADOWS HOMEOWNERS'
14 ASSOCIATION, INC., an Arizona
15 non-profit corporation,

16 Plaintiff,

17 vs.

18 CARLOS MEJIA, a married man, as his
19 sole and separate property; STATE OF
20 ARIZONA, a governmental entity;
21 LEXINGTON NATIONAL INSURANCE
22 CORPORATION; US IMMIGRATION
23 BONDS AND INSURANCE SERVICES,
24 INC.; UNITED STATES OF AMERICA,
25 DEPARTMENT OF THE
26 TREASURY-INTERNAL REVENUE
27 SERVICE; THE UNKNOWN HEIRS AND
28 DEVISEES OF ABOVE NAMED
DEFENDANTS, IF DECEASED,

Defendants.

No. CV2016-094391

**CHINA DOLL AFFIDAVIT IN SUPPORT
OF AWARD OF ATTORNEY FEES**

23 STATE OF ARIZONA)
24 County of Maricopa) ss.

25 Chad M. Gallacher, being first duly sworn, says:

- 26 1. That he is one of the attorneys for the Plaintiff in the above-entitled action.
27 2. That based upon the records maintained by the law firm, the firm has rendered
28

1 and will render legal services for Plaintiff in the above-entitled action in the amount of
2 \$4,190.00. (See attached Exhibit "A".)

3
4 3. The charges incurred on behalf of Plaintiff were incurred pursuant to a fee
5 agreement between Plaintiff and the law firm and the amounts were charged in accordance
6 therewith. . The fee agreement includes flat fees for certain legal services that have been
7 converted into hourly increments for administrative purposes and services billed according to
8 hourly rates, all of which are agreed to and provided for in the fee agreement. Three attorneys
9 and one paralegal from the firm rendered services with respect to the litigation: attorneys,
10 Chad M. Gallacher (CMG) at \$250.00 and \$300.00 per hour for hourly services; Samuel C.
11 Richardson (SCR) at \$225.00 per hour for hourly services; W. William Nikolaus (WWN) at
12 \$250.00 per hour for hourly services; and paralegal Jacob L. Porter (JLP) at \$125.00 per hour
13 for hourly services. Of the \$4,190.00 in requested attorney fees, 4.6 hours or \$1,280.00 relate
14 to Mr. Gallacher, 1.6 hours or \$360.00 relate to Mr. Richardson, 1.3 hours or \$325.00 relate to
15 Mr. Nikolaus, and 1.0 hours or \$125.00 relate to Mr. Porter. [All fees listed above should be
16 exclusive of flat fees enumerated below]. Flat rates were billed pursuant to agreement as
17 follows:
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- 21 a) Summons and Complaint \$700.00 (CMG)
- 22 b) Application for Default \$100.00 (CMG)
- 23 c) Stipulation to Judgment \$375.00 (SCR)
- 24 d) Default Judgment \$425.00 (CMG)
- 25 e) Writ of Execution \$400.00 (CMG)
- 26 f) Judgment Information Sheet \$100.00 (CMG)
- 27
- 28

1 4. The amount of attorney fees requested in the Complaint in the event of default
2 was \$3,000.00. In light of the estimated legal services rendered and to be rendered and the
3 communications with Defendants, \$3,000.00 was estimated to be a reasonable amount for
4 attorney fees when the judgment documents were submitted. The fees in this case exceeded
5 the amount requested due to communications between Defendants and Plaintiff's Counsel
6 regarding potential resolution of the case, including the opportunity for Defendant Carlos
7 Mejia to make monthly payments in the form of a Stipulation to Judgment. Defendant Mejia
8 failed to return the Stipulation; therefore incurring additional fees.
9

10
11 5. I have reviewed the records and file maintained by the firm, as well as the
12 substantive pleadings and legal services necessary in order to secure Judgment, and I avow to
13 this Court that the revised sum of \$4,190.00 as and for attorney fees, is, in my opinion, in
14 compliance with the applicable ethical standards for attorney fees and constitutes a fair and
15 reasonable fee.
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U.S. Immigration Bonds and Insurance Services Inc.
c/o statutory agent, Jeremy Wolf
114 SW 10th Street, Suite C
Fort Lauderdale, FL 33315
Defendants Pro Se

V/G
