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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
KENT, SC. SUPERIOR COURT

EAST GREENWICH FIREFIGHTERS)
ASSOCIATION, ET AL)
VS.) C.A. NO. KC/17-0898
GAYLE CORRIGAN , LINDA)
DYKEMAN, ET AL)

HEARD BEFORE THE HONORABLE SUSAN E. McGUIRL **MOTION**
FOR ATTORNEY FEES
MONDAY, FEBRUARY 19, 2018

APPEARANCES:

ELIZABETH WIENS, ATTORNEY-AT-LAW. . . .FOR THE PLAINTIFF
DAVID D'AGOSTINO, ESQUIREFOR THE DEFENDANT

Kristen Turner, RPR
Court Reporter

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C E R T I F I C A T I O N

I, Kristen Turner, do hereby certify that the foregoing pages 1 through 24, inclusive, are a true and accurate transcript of my stenographic notes.

Kristen Turner, RPR

Court Reporter

MONDAY, FEBRUARY 19, 2018

1
2 THE CLERK: Matter before the Court at this time is
3 KC/17-0898, East Greenwich Firefighters Association, et
4 al vs. Gayle Corrigan, et al.

5 Counsel, identify for the record.

6 MS. WIENS: Elizabeth Wiens for the defendant.

7 MR. D'AGOSTINO: David M. D'Agostino, Town Solicitor
8 for the Town of East Greenwich, defendants.

9 THE COURT: We have a motion for attorneys fees
10 filed by the plaintiff. There has been an objection by
11 the plaintiff. I have received a memorandum from each
12 party along with some affidavits from plaintiff's counsel
13 and we have had a number of conferences on this, I think
14 actually the first one back in November or December,
15 early on, so do you want to make any argument?

16 MS. WIENS: I do, your Honor.

17 THE COURT: Okay.

18 MS. WIENS: As you just indicated, I filed a
19 memorandum, and if you have any questions regarding that,
20 I will be happy to answer those questions, but I do want
21 to reply to Mr. D'Agostino's objection because there are
22 a number of things in there that bear reply to.

23 First, I would remind Mr. D'Agostino and the Court
24 that there have been, as your Honor indicated, several
25 conferences regarding this matter. The decision

1 initially came down in November -- November 8, 2017. In
2 your decision, your Honor, you indicated that the myriad
3 of circumstances surrounding the Town's appointment of
4 the Town Manager warranted an award of attorney's fees.

5 Immediately after that decision the parties met with
6 your Honor, and I produced an itemized billing of my
7 hours. We discussed the hours between your Honor and Mr.
8 D'Agostino and myself, and per your Honor's suggestion or
9 recommendation, I did reduce my hours more so than I had
10 already reduced them. So, an itemized bill was provided
11 to Mr. D'Agostino back in November. We then met again in
12 chambers and it was sort of concluded that there's
13 probably going to have to be a motion filed because the
14 Town was not in agreement. But what the position of the
15 Town has been, at least through Mr. D'Agostino, has been
16 that there is no issue with the hours I sought, that the
17 issue has always been with the hourly rate.

18 I've sent my itemized bills over to Mr. D'Agostino
19 on several occasions and I never received any specific
20 indication from him or the defendants as to whether any
21 entry is not supporting the OMA or vague. So I guess up
22 until Friday it was my understanding that there wasn't an
23 issue with the hours. The issue, to my understanding,
24 was with the hourly rate.

25 So, with that said, I think it's important to note

1 that I did itemize the hours, and I specifically wrote in
2 my affidavit that anything non-OMA related was completely
3 eliminated in the bills. Anything that was all OMA
4 related, I charged for the full hourly rate. Anything
5 that was difficult to decipher: which was OMA, which was
6 something else, it was divided by 50 percent. In
7 addition, I cut out the associates from my office, their
8 hourly rights and fees.

9 So, at some point I then had another conversation
10 with Mr. D'Agostino where I agreed to reduce my hourly
11 rate, which was initially 350, to 250. And I bring this
12 up because I said, you know, "If we could get this 250
13 and not have to file this motion and get these affidavits
14 and come to court, then we will be willing to do that."
15 There was a rejection of that rate. And there was no
16 counterproposal.

17 So, coming here today, or I guess as of Friday it
18 was my understanding there was an issue with the rate,
19 which I reduced, and there was no issue with the hours.
20 But I believe that I have provided more than sufficient
21 itemization to support the work that I did before your
22 Honor in court over that six-day trial and thereafter.

23 I would also note that in the Order that your Honor
24 entered, it did give your Honor discretion to determine
25 what the fees would be, and based on my memorandum, I

1 believe those hours to be reasonable and the hourly rate
2 of \$300 to be more than reasonable.

3 THE COURT: Counsel, at either the initial
4 conference or the one shortly after that we did talk
5 about the different issues that came up during the course
6 of the trial, the issues that related to the union issue,
7 you are being compensated for that separately?

8 MS. WIENS: That is correct. My initial --
9 everything from the trial was around 85,000. What I'm
10 requesting here is, I believe, 43,000.

11 THE COURT: No, I just want to make sure for the
12 record -- I never suggested you should work for nothing.
13 I just thought your compensation would be derived from
14 another source other than the union issues. The charter
15 issues are a little different situation, they are
16 intermingled with the OMA. They are a little bit
17 different, but you are being compensated for those
18 separately?

19 MS. WIENS: I certainly hope so.

20 THE COURT: Thank you.

21 MS. WEINS: Thank you.

22 THE COURT: Mr. D'Agostino.

23 MR. D'AGOSTINO: Please, your Honor. Good
24 afternoon, your Honor.

25 THE COURT: Good afternoon.

1 MR. D'AGOSTINO: I would like to address a couple of
2 points from my sister's presentation before the Court.
3 And, in particular, I want to clarify one point, and that
4 is, as this Court is well aware, we've had numerous
5 conferences, and I've had conversations with my sister
6 concerning this. She indicated that she had agreed or
7 that the Town and I had agreed to reduce her rate to \$250
8 an hour. That is not, I think, an accurate --

9 THE COURT: That's not what she said. She said she
10 offered to reduce it to 250 to avoid this hearing.

11 MR. D'AGOSTINO: I'm sorry. I misheard those
12 comments, your Honor.

13 I want it to be clear to the Court that was in an
14 effort to settle this matter, and, quite frankly, I put
15 that question to the folks that I represent, and they
16 were -- I did not have settlement authority at that
17 number.

18 THE COURT: What did they think a fair number was,
19 Mr. D'Agostino?

20 MR. D'AGOSTINO: Your Honor, they did not provide me
21 with that information, and I think, as the Court is
22 aware, there's been a struggle here to ascertain a fair
23 number. And I think it's because the hourly rates for
24 solicitor work -- and I'm speaking broadly -- are
25 generally less than what is maybe charged in a

1 marketplace.

2 I would like to address just a couple of points, if
3 I may.

4 THE COURT: How much are you paid an hour, Mr.
5 D'Agostino

6 MR. D'AGOSTINO: I'm sorry?

7 THE COURT: How much are you paid in the solicitor
8 work?

9 MR. D'AGOSTINO: In the solicitor work we charge
10 \$150 an hour.

11 THE COURT: And you have a retainer of \$11,000 a
12 month, correct?

13 MR. D'AGOSTINO: That is correct.

14 THE COURT: The last time you came here you had a
15 labor lawyer with you. I'm still not quite sure why.
16 How much does he get paid from the Town?

17 MR. D'AGOSTINO: I believe he indicated in chambers
18 his billable rate is \$250 an hour.

19 THE COURT: That was a reduced rate because of the
20 regular retainer with the Town?

21 MR. D'AGOSTINO: Yes. That is what he represented,
22 your Honor.

23 THE COURT: Did he work on this case?

24 MR. D'AGOSTINO: He did some work in the briefing of
25 the case as it related to the issues -- the specific

1 employment-related issues, that is, labor-related issues,
2 to be more specific.

3 THE COURT: So the Town paid 250 for him and 150 for
4 you; \$400 an hour for those issues?

5 MR. D'AGOSTINO: No, your Honor. If I were billing
6 an hourly rate, then, yes that would be accurate, but our
7 hourly rate, we are on a retainer.

8 THE COURT: But you are billing against the
9 retainer. You may not actually send the bill, because
10 you are on that retainer, that is your billable rate.
11 So, for basically the hours he worked on the union
12 issues, the Town was paying about \$400 an hour?

13 MR. D'AGOSTINO: That would be accurate, your Honor.

14 THE COURT: Go ahead.

15 MR. D'AGOSTINO: Our main objection here, and the
16 thrust of the Town's position really has to do with the
17 fact that the discretion to be exercised by the trial
18 justice or should be in the light of reason as applied to
19 all the facts, and with a view of the rights of the
20 parties to the action while having regard for what is
21 right and equitable under the circumstances, and although
22 we don't take issue with the fact that the OMA does
23 mandate -- it uses the word "shall award attorney's
24 fees," the thrust of our argument and the thrust of the
25 Town's argument really is that it's difficult to

1 ascertain, given how this case arose. And I would like
2 to remind the Court of that.

3 We all know and are well aware of the decision that
4 the Court rendered. But the initial complaint sought
5 declaratory relief concerning a discharge of Firefighter
6 Perry. It sought -- and that was alleged to be violative
7 of the charter -- it also sought injunctive relief under
8 45-19-1, which was never an issue ever addressed in the
9 litigation of this matter, because that was resolved
10 pretrial by an Order from Judge Lanphear. And the third
11 item was declaratory relief aimed at invalidating Ms.
12 Corrigan's appointment as Town Manager.

13 I would submit to the Court --

14 THE COURT: Because of the violations of the Open
15 Meeting Act.

16 MR. D'AGOSTINO: Because of the violation of the
17 Open Meeting Act, no question, your Honor, but I think
18 that in the context of the litigation as it was presented
19 and certainly as things were developed during the course
20 of litigation, things changed, but initially this was a
21 litigation that was really an employment action far and
22 above an OMA action. Although there certainly was a
23 related OMA claim. The Town is not denying that. But
24 we're suggesting that -- we're suggesting that the total
25 amount of attorney's fee awarded in this case should be

1 reduced to reflect the fact that as, from the face of the
2 complaint, only about one-third of the issues in the case
3 related to OMA.

4 THE COURT: Did you go through a time line for the
5 trial itself?

6 MR. D'AGOSTINO: I'm sorry?

7 THE COURT: Did you go through a time line for the
8 trial itself for the amount of time, because it wasn't a
9 third at that point?

10 MR. D'AGOSTINO: No, your Honor, it wasn't. It
11 certainly was more --

12 THE COURT: What difference does it make? The
13 complaint against the Open Meeting Act, the allegation,
14 that was in the original complaint. Clearly, I would
15 suggest at the first conference we all had in the case, I
16 thought the Open Meeting Act was going to be a minimum
17 portion of the case. Clearly, that wasn't true. All the
18 issues, including the firing of Mr. Perry and the
19 employment issue, again, there was a portion related to
20 her appointment and the Open Meeting Act. So I don't
21 know how you could suggest the trial itself involved a
22 third of the Open Meeting Act. That is not my
23 recollection or my review of the transcripts.

24 MR. D'AGOSTINO: No, your Honor, I think that's a
25 fair point. But I would suggest that throughout the

1 trial certainly OMA issues came up, but I think that a
2 review of the transcript demonstrates --

3 THE COURT: Did you do a review of the transcript?

4 MR. D'AGOSTINO: Yes, I did, your Honor.

5 THE COURT: And what does it say? It's not in your
6 memo.

7 MR. D'AGOSTINO: I'm sorry, your Honor, the
8 transcript is rather, I would say, exceedingly focused on
9 matters related to the employment action and the OMA,
10 frankly, was something that was raised at various times,
11 but even if you were to look at the amount of the
12 exhibits in this case, there are probably --

13 THE COURT: Don't tell me "probably." You've had
14 months to prepare this.

15 MR. D'AGOSTINO: Yes, your Honor.

16 THE COURT: Suggest to me how much time of the trial
17 was devoted to the OMA versus the union issue.

18 MR. D'AGOSTINO: It's my position, your Honor, that
19 the OMA was a very small portion.

20 THE COURT: What is that based on, Mr. D'Agostino?

21 MR. D'AGOSTINO: It's based on having tried the
22 case.

23 THE COURT: I think we were all here for the trial.
24 I was here, so was counsel. So what is that based on?
25 Did you go page by page, witness by witness, exhibit by

1 exhibit, or are you just throwing this issue out now on a
2 memo that was prepared on Friday, since this was pending
3 since November?

4 MR. D'AGOSTINO: I am aware of that. Quite frankly,
5 we had been attempting to resolve this and we were unable
6 to do that, quite frankly.

7 THE COURT: Well, quite frankly, you should have
8 been better prepared for this argument. If you want to
9 make an argument, you should have gone through the
10 transcript witness by witness, page by page, exhibit by
11 exhibit. I went through my notes of the transcript, I
12 have that, and my notes of the trial, and there is no way
13 that the issue involving the Open Meeting Act involved
14 one-third or, in my opinion, less than half of this
15 trial.

16 MR. D'AGOSTINO: Okay. Well, your Honor, at this
17 point I understand the Court's position. We will rest on
18 our pleadings.

19 THE COURT: Thank you.

20 Do you have anything else, counsel?

21 MS. WIENS: No, your Honor.

22 THE COURT: All right. The matter is before the
23 Court on a request for attorney's fees which results from
24 a complaint that was filed in this Court in which in
25 November of 2017 we had a six-day bench trial. Prior to

1 that there had been a lot of time involved in the
2 preparation of that. We had closing arguments and both
3 parties had prepared briefs for the Court after that.
4 All that resulted in a 73-page decision in which the
5 Court found with regard to termination issues of
6 Firefighter Perry, also violation of the Charter and also
7 five willful and knowing violations of the Open Meeting
8 Act.

9 We tried a number of times to resolve this case. I
10 have to say this is the first case I've had for
11 attorney's fees that the parties have not been able to
12 work out; that has not happened.

13 The first conference we had with the attorneys, the
14 Court indicated I was concerned that the Town would not
15 be billed for anything to do with the Union/Firefighter
16 Perry's termination, that I thought counsel was retained
17 by the union for that basis and would be compensated for
18 that. I was only interested in hours for the Open
19 Meeting Act.

20 I actually went through the billing myself at that
21 point in time and indicated certain things that I think
22 were consistent solely with the Open Meeting Act and
23 things that were related specifically to the termination
24 issue, the union issue, and suggested that if we were not
25 able to ascertain them by the nature of the entry, that

1 there should be some division of labor on that, as I did
2 not want the Town to pay double for hours spent by Ms.
3 Wiens in preparing this case.

4 Again, originally, at the first couple of
5 conferences I think the first bill that came in was for
6 \$350 an hour. I had expressed some concern about the
7 hourly rate because I had no experience with the Open
8 Meetings violation prosecution in awarding attorney's
9 fees based on that. We had some discussion about that,
10 as I think we've talked about during different
11 conferences, I've taken surveys, but nothing that is
12 concrete, because there's just not that many of these
13 cases done and litigated where attorney's fees are
14 awarded.

15 My general sense the fees were between 250 and 300.
16 Counsel did prepare or did submit to the Court two
17 affidavits from the attorneys that have done that in
18 which they indicate that they thought the 350 fee was a
19 fair and reasonable fee for the services that were
20 performed by labor counsel. Actually, I think the
21 opinion was as to the \$300 per hour fee for those
22 services.

23 Mr. D'Agostino has not provided any affidavits at
24 all to this Court as to what he considers a fair and
25 reasonable fee to be. And I would agree with counsel up

1 until this past week Mr. D'Agostino had said repeatedly
2 that the only issue he had was with regard to her hourly
3 fee and not the hours. That is a new issue that was just
4 brought up.

5 As I indicated, counsel has given me nothing in his
6 memoranda to suggest that the allocation of hours
7 presented by plaintiff's counsel does not represent a
8 fair and reasonable representation or division of labor
9 for the two main issues in this case.

10 His bland assertion at this point in time, without
11 any factual basis, is disserving to the Court.

12 As we know, in awarding attorneys fees to the
13 prevailing parties in the Open Meetings Act, Rhode Island
14 General Laws 42-46-8 is mandatory. It's from Tanner vs.
15 East Greenwich case, Atlantic 2nd 784, volume 880, older
16 case, 2005.

17 The parties had prevailed for attorney purposes when
18 he succeeded on an issue in the litigation. Clearly,
19 based on the litigation the Court had before it,
20 plaintiff's counsel succeeded on virtually all the issues
21 that were raised.

22 The legislature, based on the language of the
23 statute, has given the Trial Court a great deal of
24 discretion determining the amount of those fees. The
25 Open Meeting Act clearly indicates that the legislation

1 intended the Court to consider various circumstances with
2 providing open meetings and instructed the Court the only
3 real instruction to the Court is based on tenets of
4 fairness and justice in fashioning attorney's fees award.

5 Like all the issues I'm going to talk about, clearly
6 the Court is aware these attorney's fees come from Town
7 monies and, therefore, from the taxpayers of the Town of
8 East Greenwich. Having said that, I note that the
9 taxpayers are paying \$11,000 a month for their attorney
10 now, an attorney that was involved in all these meetings,
11 and also the Town is also paying a significant fee for
12 the labor counsel, \$250 an hour on a retainer basis, for
13 attorneys that generally charge higher than that. And at
14 various points I have no idea how much of it -- it may
15 not be that much -- that attorney was also working and
16 billing the town during the course of this litigation.

17 There are factors that other cases that the Supreme
18 Court tells us we should look at in awarding attorney's
19 fees, not necessarily Open Meetings Act, but different
20 types of cases are plaintiff's counsel suggests the
21 **Colonial Plumbing and Heating** case, 464 A2d 741; a more
22 recent case, **Keystone Elevator**, 850 A.2d 912. The facts
23 I think are fairly self-explanatory. We need to look at
24 the time and labor involved, the amount of work done, the
25 uniqueness or difficulty in presenting the issues,

1 obviously, legal experience involved in it, the results
2 that were obtained, the time limits on the case, and any
3 other issues that the Court should take into
4 consideration.

5 If you look at those factors briefly, the difficulty
6 and skills involved in the case, the time and labor of
7 it. This case was an open meeting act case. As we all
8 know, there are very few cases litigated to this point in
9 Rhode Island on that. Most of the cases we looked at for
10 guidance were Attorney General opinions. There were a
11 couple of Supreme Court decisions. There was not a lot
12 of guidance for either the parties or the Court with
13 respect to this issue so that, obviously, the uniqueness
14 of the issues makes the case, in my opinion, more
15 difficult.

16 This case, because of the issues involved in it,
17 there was no pretrial discovery. In some instances there
18 was not a lot of cooperation from the Town. But we're
19 talking about both counsel having to do research on the
20 issues, not only in drafting the complaint, but preparing
21 for the various memos that came up during the course of
22 it, presenting the case in chief and then doing
23 cross-examination, again, without a lot of discovery in
24 advance, and then after writing a brief for the Court
25 summarizing the issues in the trial, and the factual

1 issues, and the legal issues. So, it was not an easy
2 case to present to the Court. It involved a lot of time
3 from both parties. It was somewhat difficult and
4 technical based on the statute itself.

5 Clearly, because of that, both parties, again,
6 extended a lot of time I believe to the case. Mr.
7 D'Agostino essentially is on retainer for the Town,
8 therefore, spends a lot of time working for the Town on
9 various issues during the course of the month. I assume
10 plaintiff's counsel had to put aside some work as she
11 prepared for this case, tried this case, and then
12 prepared a brief on this case, which did not allow her to
13 take other cases and proceed on other cases.

14 An issue with respect to all these cases, as I
15 briefly mentioned, is the fees customarily charged.
16 Unfortunately, we don't have a lot of information on that
17 from the various cases we have. Counsel for the
18 plaintiff has suggested by way of affidavit the fees that
19 were charged in one instance by Mr. Sinapi -- I forget
20 the other attorney's name -- another attorney who handles
21 these type of cases, H-e-n-n-e-o-u-s, a firm in Pawtucket
22 that represents public school committees and school
23 districts, and does a lot with the Open Meetings Act and
24 complaints. He indicated in his opinion that private
25 attorneys hired to represent Open Meeting Act violations

1 are paid a substantially higher hourly fee because of the
2 difficulty and uniqueness of the case. Mr. Sinapi went
3 through his fee structure and indicated that he has
4 received a \$350 hourly fee for some wage law cases.

5 I note in the billing that I saw, the billing time
6 line, I think the firm -- counsel uses the time which
7 means the entries are made at the time the work is being
8 done on it. The work seemed to correspond to the type of
9 work or the type of time involved in those type of cases.

10 I would note plaintiff's counsel or in this case
11 does not charge for costs involved with office work in
12 the case in order to put in a bill for any associate's
13 work that was utilized during the course of the case.

14 Again, the violation of the Open Meeting Act
15 identifying and researching wrongful acts, establishing a
16 standing, the willfulness of the act, seems to me if
17 anything would deserve a higher customary hourly rate
18 than someone may incur.

19 I would note during the course of the trial with
20 these issues with respect to the meetings, which meetings
21 were public, which were not, notes of the meeting were
22 being prepared during the course of the trial. The
23 evidence that was significant with respect to the
24 determination of these issues, counsel had no time to
25 prepare those. She was given some of those minutes and

1 notes at the same time the Court was because they were
2 never presented and prepared, and even in some of those
3 instances, a couple of meetings we did not have the
4 official minutes, and it took time during the course of
5 the trial to determine that from the Town Clerk. We had
6 no official meeting minutes. We had notes from the Town
7 solicitor. So, this was not only legal issues,
8 factually, it was difficult to put this case together.
9 And I blame that on the Town of East Greenwich in the
10 preparation and underlying actions, in fact, that
11 resulted in the decision I made.

12 I'm not going through the decision again. It was 73
13 pages. I found clearly a number of instances -- five
14 instances where the actions voluntarily and planned in
15 part on violations of the Open Meetings Act, and,
16 specifically, the one specifically where Ms. Corrigan
17 thought she was going to be appointed and was not, and
18 the Open Meeting Acts, the notice of the meeting did not
19 represent that at all. So, without getting into the
20 issue of it, the Court found multiple violations, and
21 those violations were willful. As I indicated, I think
22 the attorney has provided a detailed recorded time
23 records with respect to that, showing the time and date
24 and activity that she spent doing that.

25 As I said, at my suggestion, she redacted the hours

1 that were related or undetermined as to the amount of
2 work she did for the Union and she did for the Town.
3 Although having said that, unless it was a very clear
4 issue, those issues in my mind were clearly interrelated
5 during the course of the trial. One of the issues with
6 regard to determination of Firefighter Perry, obviously,
7 involved the authority of the Town Manager to do that,
8 which was inherently intertwined with the Open Meeting
9 Act and her appointment, also with respect to the
10 appointment of the acting Fire Chief at that point.

11 Again, all the issues were interrelated with respect
12 to how these matters were handled and whether they were
13 done in a public meeting or not. But, in any event, at
14 my request the attorney did exercise her judgment and
15 reduced certain records or reducing them by half, and I
16 would not -- and apparently she could not make an exact
17 determination between the parties.

18 The Courts do not require an exact mathematical
19 approach in recognizing in many cases -- one of the cases
20 I cited, *Hensley*, 461 U.S. 242 that the claims of relief
21 may involve a common core of facts and related legal
22 theories. In my mind this is such a case as to that.

23 I would note, again, counsel has made many efforts
24 to try to resolve this case in front of me, I guess also
25 with counsel and the attorney for the Town, I guess

1 without the authority, was not able to make any agreement
2 with respect to the amount of either the amount of time
3 or hourly rate.

4 As I said, she is a member of the bar for 14 years.
5 She is skilled, and concentrates on labor law that helped
6 her in that portion of the case, but clearly helped in
7 regard to the Open Meeting Act with the issues that were
8 raised at that point in time. The \$300 that she is
9 requesting at this point in time is lower than her usual
10 fee with respect to that.

11 I think the hours she's related are justified. I'm
12 guessing that Mr. D'Agostino, if he had to, would have a
13 bill, I would suggest with the same amount of hours,
14 maybe more, because he had more time meeting with clients
15 during the course of that. So, I would be surprised and
16 somewhat shocked if Mr. D'Agostino's time did not
17 represent the approximate same amount of time on the
18 labor issue and the Open Meeting Act. And, again, we had
19 another attorney that was billing at the same time on
20 union issues at the same time. It was a very
21 work-intensive case. Both parties spent a lot of work
22 and time on it.

23 The Town, again, is disappointed. The Court is,
24 again, disappointed with the Town. After counsel has
25 reduced her fee and redacted anything that could possibly

1 be related to the Open Meeting Act that they are
2 objecting to an hourly rate, number one, and now at the
3 last minute objecting to the hours that she spent on the
4 case.

5 Actually, if you look at the case law, I could
6 actually impose or award her additional funding based on
7 the uniqueness of the case, and what I consider the
8 importance of the case and the work that was put into
9 this. Because it is the Town involved in it and
10 taxpayers, I am not inclined to do that, but I am going
11 to award her what I consider reasonable fees for the
12 extraordinary work and effort she put into this case. I
13 think the \$300 hourly rate is reasonable. I think it is
14 fair based on her time, skills and experience. It was a
15 complex legal litigation, as I indicated, not limited
16 legal precedence on this matter. The Town, during the
17 course of the trial, prior to the trial in my opinion
18 willfully violated that act, and I think the act of
19 proving that and proving willful violations including the
20 nature, scope and circumstances were very time consuming
21 in advocating to present those, both in testimony and by
22 way of written legal briefs.

23 The hours she presented to the Court, specifically
24 on a redacted basis, are more than reasonable. I am not
25 going to require her to go through a minute by minute

1 breakdown of her time. She redacted those related to the
2 Union work and she actually redacted the ones related to
3 Charter issues, and only billed for the amount of time on
4 the Open Meeting Act. I am not going to require this
5 attorney or any attorney to break down a minute by minute
6 of her time. I think the breakdown is more than
7 reasonable. And I would be shocked if Mr. D'Agostino's
8 hours would be much different than her hours.

9 So, based on all those reasons the Court is going to
10 award counsel the fees as she's requested, which I
11 believe are 41,000 -- okay, the fees she has requested.
12 I don't have the actual number on this paper.

13 What is the total amount?

14 MS. WIENS: 41,905.

15 THE COURT: Fees are awarded I think are more than
16 justified reasonable and necessary for the services
17 performed for the people of East Greenwich and the people
18 in the state to make sure the Open Meeting Act of Rhode
19 Island is complied with in East Greenwich. The case will
20 have lasting impact on other jurisdictions and may result
21 in the work she did.

22 Anything else, counsel?

23 MR. D'AGOSTINO: No, your Honor.

24 MS. WIENS: No, your Honor.

25 THE COURT: Thank you.

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MS. WIENS: Thank you very much.

THE COURT: Prepare an order to that effect.

(Whereupon Court recessed at the 12:30 p.m.)

R E C E S S

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