

SENATE JUDICIARY

p4

EXHIBIT NO. 6

DATE 3/11/09

ISSUE NO. 6

Sally Brown

Page 2

Amount

Balance due

\$2,950.13

-YOUR ACCOUNT IS NOW 60 DAYS OVERDUE- We will cease all activity on your account if you have not paid the past due amount within 20 days of the receipt of this bill. Please contact us at (406) 582-9500 immediately to pay the balance in full or to set up a payment arrangement.

Current	25 Days	60 Days	90 Days	120 Days	180 Days	360 Days
3.66	31.51	2,914.96	0.00	0.00	0.00	

Nemelka & Restum P.C.
Attorneys At Law
234 East Mendenhall
Bozeman, MT 59715

Sally Brown
 206 Hunter Ave
 PO Box 136
 Springdale MT 59082

<i>Invoice Date</i>	<i>Invoice Number</i>	<i>Last Bill Date</i>	<i>Due Date</i>
June 30, 2008	11665	5/30/2008	Net 10 Day

Additional Charges :

Pd \$150 7/5

<u>Qty/Price</u>	<u>Amount</u>
3 0.42	1.26
13 0.10	1.30
1 0.58	0.58
1 0.42	0.42
1 0.10	0.10

5/29/2008 N&R Postage

N&R Photocopies

N&R Postage

6/23/2008 N&R Postage

N&R Photocopies

Total costs

Previous balance

6/6/2008 Payment - thank you. Check No. 2131

Total payments and adjustments

\$3.66

\$3,146.47

(\$200.00)

(\$200.00)

2800.13
200.00 8/2

\$ 2600.13

2950.13
150.00

\$ 2800.13

NEMELKA & RESTUM, P.C.

Attorneys At Law

RHETT B. NEMELKA
MONTANA
UTAH

234 E. Mendenhall
Bozeman, Montana 59715
Phone: (406) 582-9500
Fax: (406) 582-9501

SCOTT A. RESTUM
MONTANA
MICHIGAN

VALERIE C. WYMAN
ASSOCIATE

RETAINER AGREEMENT

The undersigned hereby retains Nemelka & Restum, P.C., in the following manner:

ATTORNEY FEES

It is agreed that attorney fees shall be paid as follows:

Intake Fee:	\$50.00 — paid on 12/6/07
Retainer :	\$2,000.00
Partner hourly rate :	\$175.00
Associate hourly rate:	\$150.00

Date <u>1/16/2008</u>	Charge to Credit Card : <u>MC</u> <u>Visa</u>
Amount <u>2,000.00</u>	Card Number _____
Check # <u>1011</u>	Exp. Date _____
	Name on card _____
	Signature _____

*Please provide all the pertinent information

- All time is billed portal to portal and a minimum of .2 per hour. The client will be notified in advance of any rate increase.
- Unless otherwise agreed to between the client and the attorney, the retainer is refundable if not used.
- Services of in-office staff is included within the minimum hourly rate stated above.

COSTS

Payment of costs by client are due as incurred. All costs associated with the case will be billed to the client, including but not limited to costs of process servers, depositions, filing fees, judgment fees, long distance, toll calls, postage, mileage, copy and facsimile, and post-judgment costs. Any mileage outside the city of Bozeman will be billed to the client at \$.40 per mile. Copy costs will be billed to the client at \$.15 per page and Facsimiles will be billed to the client at \$.25 per page.

The client shall pay for all costs associated with reproduction and delivery of the client's file or any portion thereof to the client or successor attorney.

UNPAID ACCOUNTS

Once the retainer has been consumed, clients are billed monthly for any unpaid balance, and payment is due within thirty (30) days of date of invoice.

All unpaid accounts shall be subject to a one percent (1%) service charge per month (12% per annum) on the unpaid balance.

All unpaid attorney fees and costs due at the conclusion of the case are payable upon entry of final orders or judgment, whichever occurs first. If the client fails, neglects, or refuses to pay any unpaid attorney fees and costs for a consecutive period of sixty (60) days, client agrees that attorney may hold a lien on any property in client's name, including any real property.

If any unpaid attorney fees and costs remain thirty (30) days after completion of the case or upon entry of final orders or judgment, client agrees that attorney will have a lien on any property in client's name, including any real property. Client further agrees that this document may be recorded as evidence of said lien.

Legal description:

RETAINER REFRESHER

The client fully understands and agrees that once the amount of the retainer reaches below \$500.00 an immediate retainer refresher may be required at the sole discretion of the attorney.

ADDITIONAL SERVICES

It is understood by the undersigned that if the case is contested or if it necessitates any legal services which are in addition to those specified in this agreement that the attorney shall be entitled to compensation for all services rendered, which are in addition to those specified.

SERVICES OF FIRM MEMBERS

It is also understood that the court rules may require firm members other than the attorney assigned to your case to appear at court hearings.

EXPERT SERVICES

The client agrees that the attorney shall have the authority to consult and retain accountants, investigators, actuaries, and other experts as may be necessary to properly bring or defend this action subject to the approval of the client. The client agrees to pay for fees and costs of the above persons, as they are incurred.

NEGOTIATED SETTLEMENTS

It is understood that in negotiating a settlement, the attorney will contact and get authorization from the client before entering into any negotiation, settlement or the like.

It is understood that if a settlement is reached all funds received will be first applied to any unpaid portion of your attorney fees invoiced. If a remainder exists after application to attorney fees invoiced you will be compensated accordingly.

APPEAL

The provisions of this retainer agreement relative to fees and costs are limited to the initial processing of litigation of the matter in the trial court. In the event an appeal from any judicial

determination is required, further agreement shall be made between the parties as to fees and costs.

PROFESSIONAL REPRESENTATION

The client understands that the attorney will exercise his or her best judgment while performing the services set out above, but also recognizes:

The attorney is not promising any particular outcome, and

The attorney has not made any independent investigation of the facts and is relying entirely on the client's disclosure of the facts given.

WITHDRAWAL OF FIRM

This firm reserves the right to withdraw from representation for non-payment of any outstanding invoices or for any reason that constitutes a breakdown of the attorney-client relationship or any failure to comply with this agreement.

SUBSTITUTION OF ATTORNEYS

Upon entry of an order substituting attorneys, the firm agrees to provide a copy of client's file to the new attorney. Client agrees to pay for any and all attorney or staff time and costs reasonably necessary to effectuate the file's transfer.

DESTRUCTION OF CLIENT FILES

This firm maintains a policy regarding destruction of client files in accordance with ethical opinions issued by the State Bar of Montana. Files will be retained by this office for a period of two years. The firm will give notice to any client of proposed destruction of a file, if the file contains client property, such as original documents. Otherwise, the firm will determine on a file-by-file basis whether a client must be notified prior to destruction of a file. Clients will be notified at their last known address. If any client is interested in receiving the contents of their file, they must keep the firm apprized of their most current address.

Dated in Bozeman, Montana this 16 day of Jan., 2008.

CLIENT:

Sally L. Brown

(SIGNATURE)

Sally L. Brown

(PRINT)

ATTORNEY:

(SIGNATURE)

(PRINT)

Nemelka & Restum P.C.
Attorneys At Law
234 East Mendenhall
Bozeman, MT 59715

Sally Brown
 206 Hunter Ave
 PO Box 136
 Springdale MT 59082

<i>Invoice Date</i>	<i>Invoice Number</i>	<i>Last Bill Date</i>	<i>Due Date</i>
January 31, 2008	10168		Net 10 Day

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/23/2008 SAR Review Review file in preparation for tomorrow's meeting.	0.30 175.00/hr	52.50
1/24/2008 SAR TCT Telephone conference w/client re answer and counterclaim.	0.50 175.00/hr	87.50
For professional services rendered	<u>0.80</u>	<u>\$140.00</u>
Total payments		<u>(\$140.00)</u>
Balance due		<u>\$0.00</u>
<u>Previous balance of Retainer</u>		<u>\$0.00</u>
1/31/2008 Payment to account: Check No. 1011		<u>\$2,000.00</u>
1/31/2008 Payment from account		<u>(\$140.00)</u>
New balance of Retainer		<u>\$1,860.00</u>

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Attorneys At Law
234 East Mendenhall
Bozeman, MT 59715

Sally Brown
 206 Hunter Ave
 PO Box 136
 Springdale MT 59082

<i>Invoice Date</i>	<i>Invoice Number</i>	<i>Last Bill Date</i>	<i>Due Date</i>
February 29, 2008	10425	1/31/2008	Net 10 Day

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
2/1/2008 SAR Review pictures; prepare answer to complaint and counterclaim.	1.50 175.00/hr	262.50
2/4/2008 SAR Telephone call to client re additions to answer and counterclaim.	0.20 175.00/hr	35.00
SAR Finalize answer; forward same.	0.20 175.00/hr	35.00
SAR Telephone call to Judge re service on plaintiffs.	0.20 175.00/hr	35.00
SAR Telephone call to client re Judge forcing service of plaintiffs.	0.20 175.00/hr	35.00
2/26/2008 SAR Return telephone call to client re mediation tomorrow.	0.10 175.00/hr	17.50
SAR Telephone call to client re mediation.	0.20 175.00/hr	35.00
2/27/2008 SAR Attend status conference in Livingston.	1.50 175.00/hr	262.50

Sally Brown

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
2/28/2008 VW Confer w/partner re discovery and trial strategy.	0.50 175.00/hr	75.00
SAR Prepare letter to opposing counsel re discovery; organize discovery in case file.	0.80 175.00/hr	140.00
SAR Return telephone call to client re witnesses and pictures	0.20 175.00/hr	35.00
SAR Confer w/associate re case strategy.	0.30 175.00/hr	52.50
For professional services rendered	<u>5.90</u>	<u>\$1,020.00</u>
Additional Charges :		
	<u>Qty/Price</u>	
2/4/2008 N&R Postage: 2x .58 + 1x .75 + 1x \$15 (overnight)	1 16.91	16.91
N&R Photocopies	24 0.10	2.40
N&R Filing fee to Park County court.	1 20.00	20.00
2/5/2008 N&R Postage	1 0.58	0.58
N&R Photocopies	6 0.10	0.60
2/19/2008 N&R Postage	1 0.41	0.41
N&R Photocopies	4 0.10	0.40
Total costs		<u>\$41.30</u>
Total amount of this bill		<u>\$1,061.30</u>
2/29/2008 Payment from account		<u>(\$1,061.30)</u>
Total payments and adjustments		<u>(\$1,061.30)</u>
Balance due		<u>\$0.00</u>

Sally Brown

Page 3

Amount

Previous balance of Retainer
2/29/2008 Payment from account

\$1,860.00
(\$1,061.30)

New balance of Retainer

\$798.70

Nemelka & Restum P.C.
Attorneys At Law
234 East Mendenhall
Bozeman, MT 59715

Sally Brown
 206 Hunter Ave
 PO Box 136
 Springdale MT 59082

<i>Invoice Date</i>	<i>Invoice Number</i>	<i>Last Bill Date</i>	<i>Due Date</i>
March 31, 2008	10677	2/29/2008	Net 10 Day

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
2/29/2008	SAR Return telephone call to client re answer to counterclaim filed.	0.20 175.00/hr	35.00
3/3/2008	SAR Telephone call to client re purchase agreement.	0.20 175.00/hr	35.00
3/10/2008	SAR Confer w/associate re discovery deadlines; telephone call to Cory Porter.	0.40 175.00/hr	70.00
3/12/2008	SAR Return telephone call to client re status of case.	0.20 175.00/hr	35.00
3/13/2008	SAR Telephone call from client re pictures sent to opposing and Pacific Steel.	0.20 175.00/hr	35.00
3/14/2008	VW Prepare subpoena duces tecum for Pacific Steel and Recycling.	0.50 150.00/hr	75.00
	VW Prepare letter to subpoenaed individual; prepare praecipe.	0.20 150.00/hr	30.00
3/19/2008	SAR Telephone call to opposing counsel re discovery.	0.20 175.00/hr	35.00

Sally Brown

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
3/19/2008	SAR Telephone call to opposing counsel re discovery and possible settlement.	0.20 175.00/hr	35.00
	SAR Telephone call to client re possible settlement.	0.20 175.00/hr	35.00
	SAR Telephone call to opposing counsel re no settlement.	0.20 175.00/hr	35.00
	VW Confer w/partner re settlement, trial strategy, and attorney fees.	0.20 150.00/hr	30.00
3/25/2008	SAR Telephone call to client re no receipt of discovery yet.	0.20 175.00/hr	35.00
3/27/2008	SAR Telephone call to opposing re witness list and pictures.	0.20 175.00/hr	35.00
	SAR Second telephone call to opposing counsel re discovery.	0.20 175.00/hr	35.00
3/28/2008	VW Telephone call from client re discovery responses and trial prep.	0.20 150.00/hr	30.00
3/29/2008	SAR Prepare jury selection questions.	0.40 175.00/hr	70.00

For professional services rendered

4.10 \$690.00

Additional Charges :

		<u>Qty/Price</u>	
2/29/2008	N&R Postage: .58 + 2x.41	1 1.40	1.40
	N&R Photocopies	8 0.10	0.80
3/4/2008	N&R Photocopies	6 0.10	0.60
	N&R Postage	1 0.41	0.41
3/5/2008	N&R Personal service on Belcourt by Ace in the Hole Process Service	1 134.00	134.00
3/6/2008	N&R Postage	1 0.41	0.41

Sally Brown

Page 3

	<u>Qty/Price</u>	<u>Amount</u>
3/6/2008 N&R Photocopies	6 0.10	0.60
N&R Postage (pics to Belcourt)	1 2.84	2.84
N&R Photocopies	1 0.10	0.10
Total costs		<u>\$141.16</u>
Total amount of this bill		<u>\$831.16</u>
3/31/2008 Payment from account		<u>(\$798.70)</u>
Total payments and adjustments		<u>(\$798.70)</u>
Balance due		<u>\$32.46</u>
Previous balance of Retainer		\$798.70
3/31/2008 Payment from account		<u>(\$798.70)</u>
New balance of Retainer		<u>\$0.00</u>

NEMELKA & RESTUM, P.C.

Attorneys At Law

RHETT B. NEMELKA
MONTANA
UTAH

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Bozeman, Montana 59715
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SCOTT A. RESTUM
MONTANA
MICHIGAN

VALERIE C. WYMAN
ASSOCIATE

May 29, 2008

Sally Brown
PO Box 136
Springdale, MT 59082

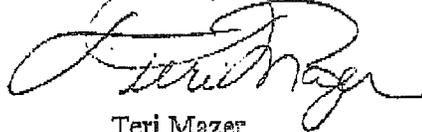
Re: Belcourt & Johnson vs. Brown
Cause No.: CV-07-1935

Dear Sally,

Enclosed, please find for your records a copy of the *Motion To Reconsider Findings of Facts and Conclusions of Law* which was sent to the Park County Justice Court for filing..

Please contact us with any questions. Thank you.

Sincerely,



Teri Mazer
Assistant to Scott A. Restum

Enclosures.

COPY

1 Scott A Restum
 2 Nemelka & Restum P.C.
 3 234 East Mendenhall
 4 Bozeman, MT 59715
 5 Telephone: (406) 582-9500
 6 Attorneys for Plaintiff

7 IN THE JUSTICE COURT OF THE STATE OF MONTANA
 8 IN AND FOR THE COUNTY OF PARK, LIVINGSTON
 9 BEFORE LINDA BUDESKI, JUSTICE OF THE PEACE

* * * * *

10 Martin Belcourt and Helene)
 11 Johnson,)
 12 Plaintiffs,)
 13 vs.)
 14 Sally Brown,)
 15 Defendant.)

Cause No. CV-07-1935

**MOTION TO RECONSIDER
 FINDINGS OF FACTS AND
 CONCLUSIONS OF LAW**

16 COMES NOW, Sally Brown, by and through her counsel, Scott A
 17 Restum, and requests the Court reconsider the Findings of Fact
 18 and Conclusions of Law entered May 23, 2008. This Motion is more
 19 fully articulated by the following brief.

BRIEF

20 This matter was tried in front a jury on April 8, 2008. The
 21 Jury found for the Defendant on the Plaintiff's only claim
 22 against her by determining that Defendant did not wrongfully
 23 withhold any portion of Plaintiffs' Security Deposit. All other
 24 matters are irrelevant and the Defendant requests the Court
 25 reconsider its findings based on this fact.

26 As stated in Defendant's brief, the only reason this case
 27
 28

1 came before the Court was because of Plaintiff's bringing the
2 action. The subsequent counterclaims were only brought after
3 Plaintiff sued Defendant. According to this Court's finding of,
4 "no winner or loser", the Court is stating that a Defendant is
5 better off not alleging any claim against the Plaintiff and
6 spending all its time and money just defending a claim against
7 her. This idea belittles the justice system as parties are free
8 to bring claims against each other, especially after they have
9 been wrongfully sued in the first place. The Defendant won all
10 claims which provide attorneys fees and yet this case is seen as
11 having no winner and no loser. The very purpose of having an
12 attorney's fees provision in the law is to compensate the party
13 who is wrongfully sued. That is exactly what happened in this
14 case. Regardless of what happened with Defendant's claims (which
15 she substantially won), she would not have been in court but for
16 the Plaintiff filing suit against her. Given the fact that the
17 Jury found for the Defendant, counsel can think of no better
18 scenario to award attorneys fees than this one.

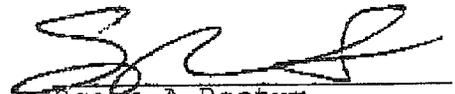
19 It should be further noted that after talking with the jury
20 foreperson, it is the Defendant's understanding that the jury not
21 only wanted to award attorneys fees to the Defendant, but asked
22 the judge if they could during deliberation and in fact,
23 suggested to the Court after the trial that the only fair way to
24 proceed with this case is for this Court to award attorneys fees
25 to Defendant. While the Defendant understands that this Court is
26 not subject to the wishes of the jury, the Defendant asks that
27
28

1 this Court take into consideration their thoughts as persuasive
 2 in this matter. The jury understood the case well enough to
 3 decide in Defendant's favor and found the claim of the Plaintiff
 4 to be frivolous enough that they wanted to award the Defendant
 5 attorneys fees for having to deal with it.

6 The Defendant asks the Court to understand its position in
 7 wanting to avoid the expense of trial, only to be sued by
 8 Plaintiff. Defendant then won the trial, only to be told that
 9 she didn't win and the time, energy, and money spent was wasted.
 10 Defendant believes this to be the exact opposite result the
 11 Legislature intended when they inserted an attorneys fees statute
 12 in the landlord/tenant act.

13 WHEREFORE, the Defendant requests the Judgment be amended to
 14 awarded Defendant her reasonable attorneys fees as the prevailing
 15 party.

16 Dated this 29th day of May, 2008.

17 
 18 Scott A Restum
 19 Attorney for Defendant
 20

21 CERTIFICATE OF SERVICE

22 I hereby certify that on the 29th day of May, 2008, I served a
 23 true and correct copy of the above foregoing document upon the
 24 Plaintiff by depositing in the United States mail, postage
 prepaid, addressed as follows:

25 Jim Lippert
 26 PO Box 1636
 27 Big Timber, MT 59011

28 
 Teri Mazer

COPY

IN THE JUSTICE COURT IN AND FOR THE COUNTY OF PARK
STATE OF MONTANA, BEFORE JUSTICE OF THE PEACE
LINDA BUDESKI

RECEIVED
JUN 23 2008

BY:.....

Martin Belcouth and
Helene Johnson,
Plaintiffs,

-v-

CASE CV-07-1935

RE: Motion To Reconsider Findings
Of Fact and Conclusions of Law

Sally Brown
Defendant,

THE JUSTICE COURT FOR THE STATE OF MONTANA, IN AND FOR THE
COUNTY OF PARK, HAVING RECEIVED A MOTION AND BRIEF BY THE
DEFENDANT TO RECONSIDER THE FINDINGS OF FACT AND CONCLUSIONS OF
LAW AND HAVING RECEIVED A BRIEF IN RESPONSE TO THE MOTION FROM
THE PLAINTIFF HEREBY DENIES THE MOTION. The plaintiff and defendant are to
pay their respective attorney costs and half of the jury fees

DATED this 17th day of June, 2008

Linda A. Budeski
Justice of the Peace

cc: Scott Restum
Jim Lippert

NEMELKA & RESTUM, P.C.

Attorneys At Law

RHETT B. NEMELKA
MONTANA
UTAH

234 E. Mendenhall
Bozeman, Montana 59715
Phone: (406) 582-9500
Fax: (406) 582-9501

SCOTT A. RESTUM
MONTANA
MICHIGAN

VALERIE C. WYMAN
ASSOCIATE

June 23, 2008

Sally Brown
PO Box 136
Springdale, MT 59082

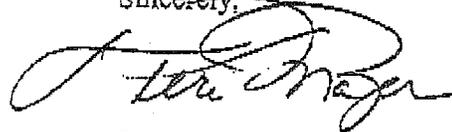
Re: Belcourt & Johnson vs. Brown
Cause No.: CV-07-1935

Dear Sally,

Enclosed, please find for your records a copy of the *Order* regarding the Motion To Reconsider Findings of Fact and Conclusions of Law which we received from the Park County Justice Court.

Please contact us with any questions. Thank you.

Sincerely,



Teri Mazer
Assistant to Scott A. Restum

Enclosures.

