

United States Court of Appeals
For the District of Columbia Circuit

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RON GARVIN
CLERK

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 86-6

MEMORANDUM FOR THE PURPOSE OF
APPOINTING INDEPENDENT COUNSELS
ETHICS IN GOVERNMENT ACT OF 1978, AS AMENDED

Before: SENTELLE, Presiding
BUTZNER, Senior Circuit Judge and
SNEED, Senior Circuit Judge

IN RE NORTH
APPLICATION OF EDWIN G. CORR
FOR ATTORNEYS' FEES AND EXPENSES

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Washington, D.C.
November 9, 1994

INTRODUCTION

In January 1992, as part of the Iran/Contra Independent Counsel inquiry, Independent Counsel Lawrence E. Walsh concluded an investigation of former Ambassador Edwin G. Corr without bringing any charges. The Independent Counsel investigation into Iran/Contra matters began with the Walsh appointment on December 19, 1986. Walsh was charged by the Special Division of the U.S. Court of Appeals for the D.C. Circuit with investigating allegedly unlawful efforts to supply weapons to the Nicaraguan contra rebels and to sell arms to Iran.

In the fall of 1990, the Independent Counsel initiated an investigation into Mr. Corr. The Office of Independent Counsel concluded its investigation and submitted its final report on Iran/Contra matters on August 5, 1993. The report states the "Independent Counsel's investigation of Corr concluded in January 1992 with a decision not to indict." Final Report of the Independent Counsel for Iran Contra Matters, Vol I: Investigations and Prosecutions, p. 393. Notwithstanding the Independent Counsel's ultimate decision not to indict, Mr. Corr incurred legal fees and expenses incurred as a result of defending himself during the course of the inquiry.

The Ethics in Government Act of 1978 ("Act"), as amended in 1982 by the Independent Counsel Reauthorization Act 28 U.S.C. § 593(f) ("ICRA"), provides that if no indictment is brought against an individual who has been the subject of investigation by an Independent Counsel, the court is empowered to "award reimbursement for those reasonable attorneys' fees

incurred by that individual during that investigation which would not have been incurred but for the requirements of this chapter." 28 U.S.C. § 593(f). The fees incurred by Mr. Corr fall squarely into this category.

Because of his status as a government official, Mr. Corr was made the subject of a criminal investigation. As this court has found in granting attorneys' fees applications of other Iran/Contra investigation subjects, an appointed Attorney General would normally not have treated an alleged conspiracy to circumvent laws prohibiting support for Contra rebels as having criminal consequences.

Furthermore, the fees and expenses for which Mr. Corr seeks reimbursement are eminently "reasonable." As is set forth more fully herein and in the attached affidavit of R. Stan Mortenson, the total amount requested is \$20,000. The actual amount of legal fees attributable to Mr. Corr's representation was \$21,697.50. The expenses totaled \$840.10. However, Miller Cassidy, Larroca & Lewin agreed with Mr. Corr to limit his liability to \$20,000 for pre-indictment representation and therefore seeks only that amount in this petition. These fees and expenses are fully documented and constitute a reasonable total for representation of an individual in the Iran/Contra Independent Counsel investigation.

A fee award in this investigation is consistent with the legislative purpose of the fee-shifting provision added to the Independent Counsel law in 1982. Congress expressly intended

to alleviate the heavy financial burden that investigations by an Independent Counsel may impose on public officials who live with a modest government income. The fee provision reflects a congressional determination that it is unfair to require high-level public officials who are not indicted to bear the staggering costs of legal defense imposed by a system designed to serve the public interest in the impartiality of such investigations. The financial burden that this public process has placed on Mr. Corr and the counsel who represented him during this investigation should therefore be reimbursed pursuant to court order.

I.

MR. FISHER TO
UNDER THE PROVISIONS OF THE STATUTE

The Independent Counsel Reauthorization Act, 28 U.S.C. § 593(f), authorizes fee reimbursement, in cases where no indictment is returned, for those reasonable attorneys' fees that the individual would not have incurred but for the requirements of the statute. In order to be eligible for government reimbursement of legal fees, Mr. Corr must show that the fees for which he seeks reimbursement were incurred while he was a subject of the investigation that he was not indicted, and that the fees were reasonable and would not have been incurred but for the requirements of the Act. In re North (Platt Fee Application), 31 F.3d 1188, 1189 (D.C. Cir. 1994) (per curiam) (hereafter "Platt")

citing In re North (Dutton Fee Application), 11 F.3d 1075 (D.C. Cir. 1993) (per curiam) (hereafter "Dutton").

Mr. Corr has satisfied each of these prerequisites: first, Mr. Corr was a subject of the Iran/Contra Independent Counsel investigation; second, he was not indicted; and third the fees and expenses for which Mr. Corr claims reimbursement in this application are reasonable and "would not have been incurred but for the requirements" of the statute.

In applying the statutory standard, the essential test is whether those same fees "would not have been incurred by a private citizen in an investigation of the same allegations." S. Rep. No. 496, 97th Cong., 2d Sess. 18, reprinted in 1982 U.S. Code Cong. & Admin. News 3537, 3554. As Congress recognized in enacting the fee-shifting provision, one consequence of the appointment of an independent counsel may be "a very substantial increase in the amount of time the target and his lawyer must spend on the matter." Id. at 3554-3555. If no criminal charges are ultimately filed against the target, it was Congress' assessment that since an independent counsel investigation is conducted "primarily for the benefit of the public, the public ought to bear that additional cost." Id. at 3555.

A. Subject of Investigation

This Special Court discussed in two recent opinions the requirement that an individual receiving a fee award must be the "'subject' of [an] investigation conducted by [an] independent counsel." See Dutton, supra, and In re North (Shultz Fee

Application), 8 F.3d 847 (D.C. Cir. 1993) (hereafter "Shultz"). Dutton and Shultz established that for purposes of the fee reimbursement provision, "a 'subject' is an individual who 'at the time of incurring the fees involved in the application, knew that his conduct was within th[e] scope [of an investigation] in such a fashion that 'the independent counsel might reasonably be expected to point the finger of accusation' at him." In re North (Gardner Fee Application), 30 F.3d 143, 146 (D.C. cir. 1994) (hereafter "Gardner"), citing Shultz, 8 F.3d at 850 (quoting Dutton, 11 F.3d at 1078.)

In granting the fee application in Shultz, this court found that "[u]nder any definition of 'subject'" the criterion is "squarely" met where "[t]he Independent Counsel's office directly [tells a person] he [is] a 'subject.'" 8 F.3d at 850. Based on this interpretation of the statute, Mr. Corr also fits "squarely" into the subject category. Associate Counsel, John Q. Barrett, on behalf of the Independent Counsel, issued a grand jury subpoena on March 26, 1991, designating Mr. Corr as a subject of the investigation. (Attachment A).

Following receipt of the subpoena, Mr. Corr retained Miller, Cassidy, Larroca & Lewin on April 4, 1991, to represent him during the investigation. Thus, Mr. Corr "retain[ed] the counsel whose fees are now the subject of this petition" only after being notified of his status as a subject, as did the Shultz fee applicant. 8 F.3d at 850. Subsequently, of course, the Independent Counsel decided not to indict Mr. Corr. As an

unindicted subject of an Independent Counsel investigation, the Act, as amended by ICRA, permits Mr. Corr to seek reimbursement for his attorneys' fees.

B. The "but For" Requirement

In order to be reimbursable under the Act, attorneys' fees must be such as "would not have been incurred but for the requirements of [the Act]." 28 U.S.C. § 593(f)(1). As discussed in Gardner, supra, this requirement "is to ensure that individuals 'who are investigated by independent counsel will be subject only to paying those attorneys' fees that would normally be paid by private citizens being investigated for the same offense by' federal executive components such as the United States Attorney." Id., 30 F.3d at 146, citing Dutton, 11 F.3d at 1080 (quoting In re Sealed Case, 890 F.2d 451, 452-453 (D.C. Cir. 1989)); Accord In re North (Teicher Fee Application), 11 F.3d 1082, 1083 (D.C. Cir. 1993).

Based on the court's reasoning in previous applications made in connection with the Iran/Contra investigation, Mr. Corr meets the "but for" criterion as well. In the present case, as in Dutton, Shultz and In re North (Gadd Fee Application), 12 F.3d 252 (D.C. Cir. 1994) (hereafter "Gadd"), for example, it was only the appointment of the Independent Counsel that resulted in the atypical criminal investigation.

In this trio of cases, the Special Division found that the petitioners met the "but for" requirement because of the Independent Counsel's treatment of alleged violations of the

Boland Amendments, riders to the Defense Appropriations Act for fiscal year 1983, Pub. L. No. 97-377, 96 Stat. 1833, 1865 (1982), which prohibited the Central Intelligence Agency from spending money "for the purpose of overthrowing the Government of Nicaragua." Id. The Gadd court stated that the fee applicant

was a 'subject' principally as a result of 'the decision of the Independent Counsel to treat as a criminal conspiracy efforts to circumvent the Boland Amendments' which were riders to certain defense appropriations acts.

12 F.3d at 256 (quoting Dutton, 11 F.3d at 1080); Accord Platt, 31 F.3d at 1190 ("[W]e held in Shultz that the Secretary had met (the but for) requirement where the investigation centered on alleged circumvention of the Boland Amendments, which no Attorney General had ever treated as criminal, and where, ... the status of an individual [was converted] from that of witness to that of subject four and one-half years into the investigation.") The Gadd court went on to conclude that "'executive branch authorities never treated circumvention of the Boland Amendments as having criminal consequences.'" 12 F.3d at 256.

Thus, the "fees incurred in defense against such an investigation meet the 'but for' requirement." Id. Like the fee applicant⁶ in Dutton, Shultz, Gadd, and Platt Mr. Corr became a subject of a criminal inquiry primarily because of his alleged involvement in the circumvention of the Boland Amendments.

Mr. Corr was also investigated in connection with making allegedly false statements to the grand jury. The court dealt with a similar hybrid situation in considering the Shultz

fee application; which involved allegedly false testimony in addition to alleged involvement in Boland circumvention efforts. In granting reimbursement there, the court reasoned:

In the first place, much of this investigation also involved circumvention of the Boland Amendments, although the conduct of Shultz was not limited to that side of the investigation in the way that the conduct of the petitioner in Dutton was. . . . Furthermore, in the experience of the Court, it is not reasonable to expect that a professional prosecutor, as opposed to an independent counsel under the Act, would have been making subjects out of persons theretofore treated as witnesses four and one-half years after the commencement of an investigation, absent some circumstance far more extraordinary than any displayed to us here. Therefore, we conclude that Shultz met the 'but for' requirement of the Act.

Shultz, 8 F.3d at 851.

Like former Secretary of State Shultz, Mr. Corr became a subject of the investigation more than four years after it began. During that period both the Secretary and Mr. Corr cooperated fully with Independent Counsel and congressional inquiries into alleged State Department participation in or knowledge of a CIA link with a private Contra support network. Mr. Corr's forthright and complete cooperation -- provided without the assistance of counsel -- did not furnish the Independent Counsel with the information needed to implicate State Department officials. Accordingly, Mr. Corr was transformed from an investigation witness to an investigation subject, and criminally investigated pursuant to the Act.

Mr. Corr's treatment under the Act thus meets the "but for" requirement.

II.

MR. CORR'S LEGAL FEES AND EXPENSES ARE
FULLY DOCUMENTED AND ARE REASONABLE

Having met the Act's "subject" and "but for" requirements, Mr. Corr must demonstrate that his legal fees and expenses are fully documented and reasonable. In assessing whether the amount requested in the fee application is reasonable, the Special Division must determine "whether the attorneys charged a reasonable hourly rate, whether the time expended by the attorneys on the case was reasonable, and whether the foregoing reasons are adequately documented." In re Meese, 907 F.2d 1192 at 1201 (D.C. Cir. 1990) (hereafter "Meese"); See Olsoq, 884 F.2d at 1422; In re Donovan, 877 F.2d 982, 990 (D.C. Cir. 1989) (hereafter "Donovan"). As the Meese court noted further, quoting from the House Conference Committee Report accompanying ICRA:

[T]he hourly rate is left to the judgment of the special court using the standard of reasonableness. In determining the proper rate, the special court should consider the prevailing community standards and any helpful case law.

907 F.2d at 1202, quoting H.R.Conf.Rep. No. 452, 100th Cong., 1st Sess. 31 (1987), p. 2197 (emphasis added in Meese).

The law of this Circuit provides that reasonable attorneys' fees are to be calculated by first multiplying the number of hours reasonably expended on a matter by the reasonable hourly rates for the work performed. Laffey v. Northwest Airlines, Inc., 746 F.2d 4, 12-13 (D.C. Cir. 1984), cert. denied,

472 U.S. 1021 (1985), ~~gverruled on other grounds~~, Save Our Cumberland Mountains, Inc. v. Hodel, 857 F.2d 1516 (D.C. Cir. 1988) (en banc). customarily, the court has allowed reimbursement at an attorney's market rates, even if it believed such rates were too high. See, e.g., Meese, 907 F.2d at 1202 (attorney billing \$300 per hour);' Shultz, 8 F.3d at 851 (attorneys billing \$370 and \$310 per hour).² A fee applicant is also entitled to "such costs [that] are of a type passed on by the firms involved to private clients." Laffey, 746 F.2d at 30.

When Mr. Corr initially retained Miller, Cassidy, Larroca & Lewin, he made an initial retainer payment of \$10,000 from which fees and expenses were deducted until the payment was fully expended. Thereafter, Miller, Cassidy, Larroca & Lewin agreed to defer invoicing the ongoing fees and expenses until such time as the Special Counsel determined whether or not to indict Corr. Absent an indictment or other proceedings, Miller,

¹ The Court explained:

In approving a rate of \$300 per hour [charged by Nathan Lewin] the court has some reservations. But given [Supreme Court precedent] upholding 'market rates,' and Meese's documentary support for his request, the court has no option. The attorney's extraordinary qualifications and supporting documentation support a finding that the rate is in line with community standards.

Meese, 907 F.2d at 1202, n.17.

² Though the court viewed these rates as "extraordinarily high," it concluded that "the reasonableness required by the Act is not a reasonableness such as would exist in a theoretical rational economy, but reasonableness in light of the legal economy that in fact exists." Shultz, 8 F.3d at 851.

Cassidy, Larroca & Lewin agreed to complete Mr. Corr's pre-indictment representation for an additional payment of \$10,000.³ Notwithstanding the agreement to defer actual invoicing, the firm generated a draft invoice as part of its general billing procedure for all clients and maintained the draft in the Corr billing file. The invoice attached at Attachment B contains a summary of the hours worked, an itemization of each attorney's services for that billing period, and an itemization of expenses incurred during that billing period.

The attached Affidavit of R. Stan Mortenson describes in greater detail the services provided by the firm throughout the investigation. Mortenson Affidavit, ¶ 19 - 23. The invoices attached set forth the specific fees and expenses that were incurred on Mr. Corr's behalf. (Attachment B). The aggregate amounts are as follows:

Fees:	\$ 21,697.50
Expenses:	\$ 840.10
Total:	\$ 22,537.60

For the reasons discussed below, Mr. Corr is eligible for reimbursement of \$20,000 of these fees and expenses.

A. The Hourly Rates Charged For the Legal Services Are Reasonable.

"The reasonable hourly rate is that prevailing in the community for similar work." Copeland v. Marshall, 641 F.2d 880,

³ There is no requirement that the subject pay the attorneys' fee in question before reimbursement can be sought, rather the only requirement is that "the subject be legally liable for fees incurred by representation during the investigation." Donovan, 877 F.2d at 992.

892 (D.C. Cir. 1980) (footnote omitted); accord, Blum v. Stensog, 465 U.S. 886, 895 n.11 (1984); Laffey, 746 F.2d at 13-14. In Laffey, this court observed that "setting a market rate for legal services is inherently difficult," and that the "best evidence" of the prevailing market rate is the hourly rates customarily charged by the attorneys as to whose work reimbursement is sought. Laffey, 746 F.2d at 16-17 (citing National Assoc. of Concerned Veterans v. Secretary of Defense, 675 F.2d 1319, 1325 (D.C. cir. 1982)) (per curiam). Indeed, this Court stated in Laffey that "[i]n almost every case, the firms' established rates will provide fair compensation." 746 F.2d at 24 (emphasis in original). See also Save Our Cumberland Mountains, Inc. v. Hodel, 857 F.2d at 1521 (rates should be "commensurate with prevailing community standards of attorneys of like expertise doing the same sort of work in the same area").

The Meese court found (i) an affidavit from a qualified attorney stating that rates are reasonable and consistent with those usually charged by attorneys of comparable ability in the relevant area, and (ii) a national survey of law firm billing rates, to be sufficient, independent evidence that rates were in line with community standards. Meese, 907 F.2d at 1202. The fees charged by this firm represent the services of three attorneys who provided virtually all of the legal services for Mr. Corr, Messrs. Herbert J. Miller and R. Stan Mortenson and Ms. Lisa D. Burget. The rates charged Mr. Corr, as described in the Mortenson Affidavit, are the standard billing rates those

attorneys charged similar clients during the same period.

Mortenson Affidavit, ¶¶ 6 - 7.

The attached Declaration of Mark Tuohey, III, a highly-regarded litigation partner at the Washington, D.C. law firm of Reed Smith Shaw & McClay (Attachment C), and 1991-1992 National Law Journal rate surveys (Attachment D) demonstrate that the Miller, Cassidy, Larroca & Lewin rates charged here were within the range of rates normally charged in the community for similar representations by attorneys of like experience, skill and reputation. Applying the approach directed by Meese, Laffey, and Save Our Cumberland Mountains, Inc. these hourly rates should therefore be used in calculating a "reasonable" fee.

B. The Hours Spent On The Representation of Mr. Corr Are Reasonable.

In Meese, the court determined the reasonableness of the time expended by "examin[ing] the application in light of the specific provisions of the Act as well as general case law on what constitutes hours reasonably incurred." Id. at 1203 (citation omitted). The Act "permits recovery only for those fees 'rendered in asserting the merits of the subject's defense against the criminal charges being investigated.'" Id. at 1203, quoting In re Olson, 884 F.2d 1415, 1427-28 (D.C. Cir. 1989) (hereafter "Olson"); See also Donovan, 877 F.2d at 993. The court has found "services involved in the preparation, filing, and sealing of a response to the Final Report" to be compensable as well. See Platt, 31 F.3d at 1190 (D.C. cir. 1994); Gardner, 30 F.3d at 147, citing Donovan, 877 F.2d at 994.

In Copeland v. Marshall, 641 F.2d 880 (D.C. Cir. 1980) (en banc), this Court directed attorneys to follow three steps in determining "hours reasonably expended": first, to compile the raw total of hours spent; second, to deduct from that total, as a matter of "billing judgment," hours not properly or customarily billed to the client (e.g., nonproductive time); and, third, to exclude all time that is not subject to reimbursement under the applicable statute. Id. at 891-892; Accord, Hensley v. Eckerhart, 461 U.S. 424, 434 (1983) (quoting Copeland v. Marshall). As set forth in the Mortenson Affidavit, Miller, Cassidy; Larroca & Lewin has followed each of these three steps.

Two invoices were prepared by the firm billing clerk aggregating all hours and expenses incurred. As lead counsel on the case, Mr. Mortenson reviewed the invoices and itemizations to determine whether they properly represented the hours worked, whether any adjustments were appropriate using traditional firm billing discretion, and whether the expenses were for items that in fact had been incurred in connection with Mr. Corr's defense. The work performed by Miller, Cassidy, Larroca & Lewin in order to defend Mr. Corr included witness interviews, document review and production, client conferences and grand jury preparation. Mortenson Affidavit, ¶¶ 12 - 15, 23. The fees incurred represent .50 hours of services by Mr. Miller at \$350 per hour; 86.25 hours of services by Mr. Mortenson at \$230 per hour; and 8.75 hours by Ms. Burget at \$140 per hour. Id. at ¶ 19, Attachment B.

Mr. Mortenson excluded from this fee petition certain fees and expenses that courts have found to be nonreimbursable under the Act, including those pertaining to preparation of this fee application and media related activities. See Gadd, 12 F.3d at 257-258; Meese, 907 F.2d at 1203; In re Olson/Perry, 892 F.2d 1073, 1074 (D.C. Cir. 1990); Olson, 884 F.2d at 1427; Donovan, 877 F.2d at 993-994.

A comparative measure to which one may look in considering the reasonableness of Mr. Corr's \$20,000 fee application is the applications of other Iran/Contra investigation subjects. Those applications have requested reimbursement in amounts ranging from \$286,795 to \$5,307, and resulted in court awards ranging from \$281,397 to \$4,754.'

Though each inquiry presents a distinct set of facts and circumstances, these examples may serve as a broad gauge of the generally anticipated range of costs for services in this Independent Counsel investigation. In light of this broad range, Mr. Corr's request for reimbursement is eminently reasonable, and should be granted in full.

⁴ The Shultz Fee Application requested \$286,795.51, and the court awarded \$281,397.69.

The Dutton Fee Application requested \$105,219.80, and the court awarded \$39,946.14.

The Gadd Fee Application requested \$88,297.42, and the court awarded \$58,410.74.

The Gardner Fee Application requested \$84,386.77, and the court awarded \$53,120.74.

The Platt Fee Application request of \$22,384.81 was awarded in full.

The Adkins Fee Application requested \$5,307.85, and the court awarded \$4,754.72.

C. The Out-of-Pocket Expenses For Which Mr. Corr Seeks Reimbursement Are Reasonable and Appropriate.

Mr. Corr is entitled to reimbursement for those expenses that are customarily passed through by an attorney to his client and that were incurred in connection with the Independent Counsel investigation. As reflected in the invoices (Attachment B) and in the Mortenson Affidavit, ¶¶ 8, 21 - 22 the expenses for which Mr. Corr seeks reimbursement are customarily passed through to Miller, Cassidy, Larroca & Lewin clients, and were incurred in connection with the Iran/Contra investigation.

D. The Fees and Expenses Requested Are Adequately Documented.

In determining the adequacy of fee application documentation, the court is guided by Donovan. There, pursuant to the Act, the court required that "contemporaneous time records of hours worked and rates claimed, plus a detailed description of the subject matter of the work with supporting documents, if any" be submitted in support of a fee application. 877 F.2d at 994 (citation omitted). Mr. Corr submits copies of invoices that include contemporaneous time records compiled through standard time-keeping practices, as well as the rates charged by each attorney. He also submits the Mortenson affidavit, which discusses thoroughly the nature of the legal services provided throughout the representation.

CONCLUSION

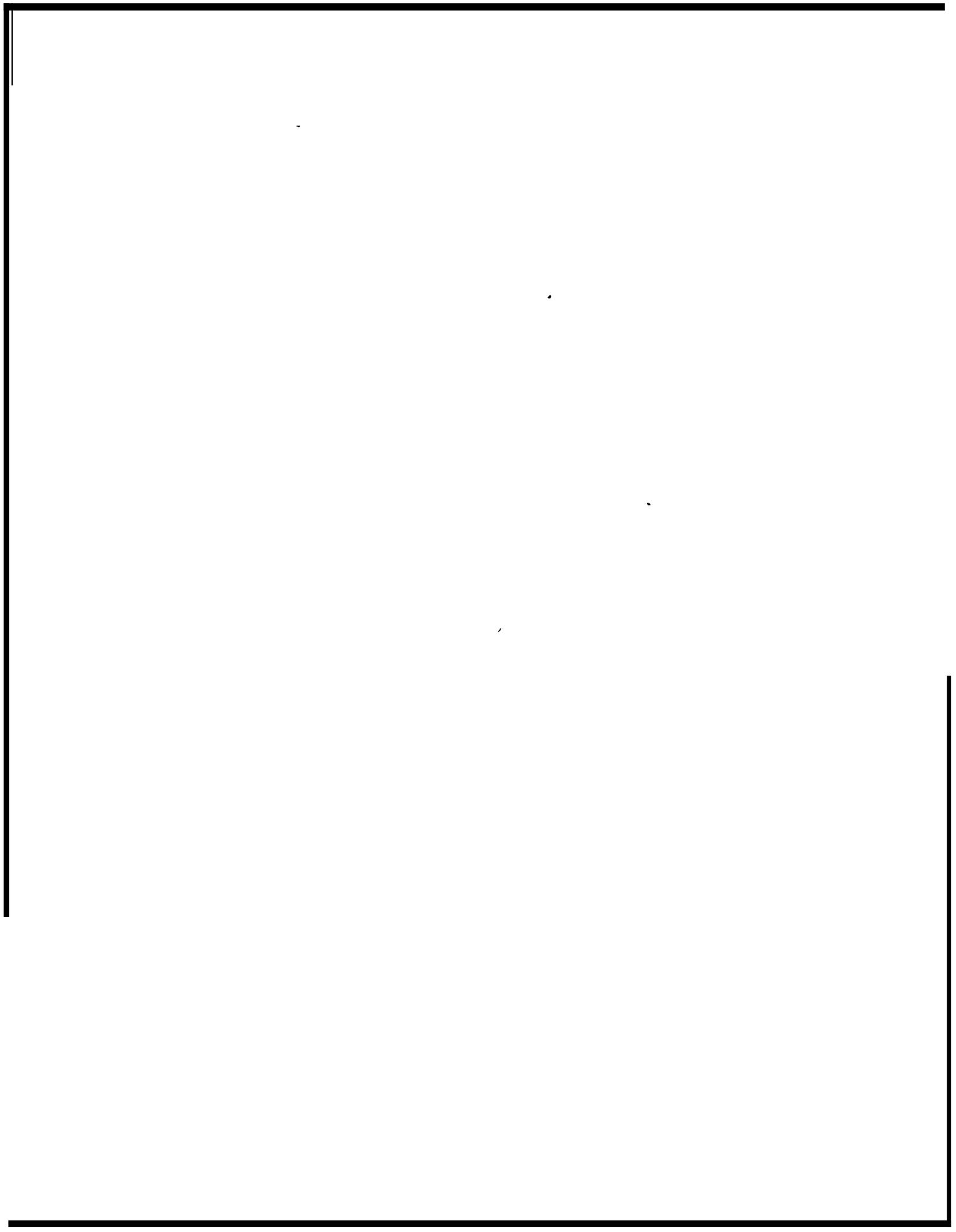
In light of the above and the fee agreement between Miller, Cassidy, Larroca & Lewin and Mr. Corr, Mr. Corr is entitled to reimbursement under the provisions of 28 U.S.C. § 593 (f)(1) in the amount of \$20,000 for the services and expenses of Miller, Cassidy, Larroca & Lewin. The Special Division should exercise its statutory discretion and award that amount in full to Mr. Corr.

Respectfully submitted,

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Dated: November 9, 1994



UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 86-6

DIVISION FOR THE PURPOSE OF
APPOINTING INDEPENDENT COUNSELS
ETHICS IN GOVERNMENT ACT OF 1978, AS AMENDED

Before: SENTELLE, Presiding
BUTZNER, Senior Circuit Judge and
SNEED, Senior Circuit Judge

IN RE NORTH
APPLICATION OF EDWIN G. CORR
FOR ATTORNEYS' FEES AND EXPENSES

AFFIDAVIT OF R. STAN MORTENSON, ESQUIRE

1. I am a partner at Miller, Cassidy, Larroca & Lewin, 2555 M Street, N.W., Suite 500, Washington, D.C., 20037. This affidavit is submitted in support of the Application of Edwin G. Corr for Attorneys' Fees and Expenses (hereafter "Fee Application").

2. Miller, Cassidy, Larroca & Lewin has represented Mr. Corr since April 1991 in connection with the investigation and Report of Independent Counsel Lawrence E. Walsh. I have acted as Mr. Corr's principal counsel, and have been assisted by Herbert J. Miller, Jr. and Lisa D. Burget.

3. Herbert J. Miller, Jr. founded Miller, Cassidy, Larroca & Lewin in 1965, after serving from 1961 to 1965 in the United States Department of Justice as an Assistant Attorney General,

Criminal Division. He graduated from George Washington University Law Center in 1949. Mr. Miller is a member of the District of Columbia Bar, and the United States Supreme Court Bar. He specializes in so-called "white collar" criminal cases, and complex civil investigations and trials.

4. I am lead counsel for Mr. Corr. I graduated from the University of Michigan Law School in 1970, and served as law clerk to the Honorable Stanley N. Barnes of the United States Court of Appeals for the Ninth Circuit from 1970 to 1971. In 1974 I joined Miller, Cassidy, Larroca & Lewin as an associate attorney and, in 1977, I became a partner in the firm. I have had extensive experience in complex civil and criminal matters throughout my tenure at Miller, Cassidy, Larroca & Lewin. I am a member of the District of Columbia Bar and the United States supreme Court Bar.

5. Lisa D. Burget graduated in 1987 from Georgetown University Law Center, where she was a member of the Georgetown Law Journal from 1985 to 1987. Ms. Burget served as a law clerk to the Honorable Robert E. Keeton of the United States District court for the District of Massachusetts from 1987 to 1988, and clerked for Justice Byron R. White of the United States Supreme court from 1989 to 1990. She joined Miller, Cassidy, Larroca & Lewin as an associate attorney in 1988, and returned to the firm following her U.S. Supreme Court clerkship. Ms. Burget became a partner at the firm in July 1994, and presently works for the Federal Public Defender's Service. Ms. Burget is a member of the

Bars of the States of Massachusetts and New York, and the District of Columbia.

MILLER, CASSIDY, LARROCA & LEWIN'S AGREEMENT WITH MR. CORR

6. Mr. Corr retained Miller, Cassidy, Larroca & Lewin effective April 4, 1991. Pursuant to our oral agreement with Mr. Corr, he was charged for the services of the firm's attorneys at the "prevailing hourly rates charged for new clients."

7. In April 1991, Mr. Miller's rate for new clients was \$350 per hour, Mr. Mortenson's rate for new clients was \$230 per hour, and Ms. Burget's rate for new clients was \$140 per hour.

8. In addition to the hourly charge for legal services, Mr. Corr was obligated to reimburse Miller, Cassidy, Larroca & Lewin for out-of-pocket expenses incurred by the law firm in the course of its representation. These out-of-pocket costs, which included long-distance telephone, postage, photocopying, messenger service, local travel, and telecopier services are the same kinds of expenses that Miller, Cassidy, Larroca & Lewin customarily passes through to its clients.

9. When Mr. Corr initially retained Miller, Cassidy, Larroca & Lewin, he made a retainer payment of \$10,000. Fees and expenses were deducted from the retainer payment until that payment was exhausted. After the retainer fee had been fully exhausted, fees and expenses continued to be incurred in connection with Mr. Corr's defense.

10. As of August 14, 1991, fees and expenses accrued to Mr. Corr's account exceeded \$20,000, against which his \$10,000 initial retainer payment was applied. At that point Miller, Cassidy, Larroca & Lewin agreed with Mr. Corr that it would continue to represent Mr. Corr and would settle his account for a final \$10,000 payment if the matter ended without substantial additional fees occasioned by an indictment or other proceedings.

PROCEDURE FOR PREPARATION OF INVOICES

11. The summary billing invoices maintained for Mr. Corr show the charges for services rendered and expenses incurred. These invoices include daily itemizations by attorney of the services rendered during that day and the time expended in connection with those services. The firm calculated its time charges by the quarter hour, as it routinely did until March 1993, when the firm began charging time on a one-tenth of an hour basis.

12. The invoices were prepared in the following manner: With respect to the services rendered, each attorney made notations during the month, according to his or her routine practice, of the services performed each day. Those notations were then provided to the billing department, which converted them into the standard billing format.

13. Out-of-pocket expenses were assigned to the account as they were paid. In-house charges, such as photocopying and long-

distance telephoning, were assigned to the account on the basis of contemporaneous notations made by the member of the staff doing the photocopying, placing the telephone call, and the like. All expenses charged to Mr. Corr were incurred in connection with the Iran/Contra Independent Counsel investigation and are the types of expenses customarily passed on to clients.

14. The billing department prepared a draft bill of fees and expenses, which I reviewed to determine whether the services were in fact performed and the out-of-pocket expenses were in fact incurred for the Corr matter.

15. A draft November 1991 invoice was prepared by the firm billing clerk aggregating all hours of service and expenses incurred on Mr. Corr's behalf to that point. A true copy of that invoice as edited for purposes of this claim, is located at Attachment B of the Fee Application.

DEDUCTION OF CERTAIN FEES
FOR PURPOSES OF THE FEE APPLICATION

16. In preparation of the Fee Application, I reviewed the invoice in order to ensure that the services and expenses claimed were incurred in the defense of Mr. Corr while he was a subject of the Independent Counsel investigation.

17. Reimbursement is not sought for those services that, in my judgment, were not so incurred. Those services that have not been included in the claim are: Time spent in connection with measures taken by the firm to ensure that the representation of

Mr. Corr and representation of other clients were not in conflict; time spent on media related activities; and time spent on preparation of the application for reimbursement of attorneys, fees and expenses.

CALCULATION OF FEES AND EXPENSES CLAIMED

18. Based upon the foregoing, Miller, Cassidy, Larroca & Lewin believes that Mr. Corr legitimately can claim reimbursement under the Ethics in Government Act, 28 U.S.C. § 593 (f)(1) as amended ("the Act") in the amount of \$20,000 for the following fees and expenses:

a.	<u>Services Rendered Between April 4, 1991 and October 31, 1991</u> (Invoice dated November 29, 1991)	
	Herbert J. Miller, Jr., .50 hours at \$350/hour	\$ 175.00
	R. Stan Mortenson, 87.75 hours at \$230/hour	\$19,837.50
	Lisa D. Burget, 8.75 hours at \$140/hour	\$ 1,225.00
	TOTAL	\$21,582.50

19. The fee application requests reimbursement for all fees described within the November 1991 invoice, and incurred between April 4, 1991 and October 31, 1991.

20. Based upon the foregoing, Miller Cassidy, Larroca & Lewin believes that Mr. Corr legitimately can claim reimbursement under the Act for the following out-of-pocket expenses:

Disbursements Made Between April 4, 1991 and
October 31, 1991 (Invoice dated November 29, 1991)

Long Distance Telephone	\$117.09
Postage	.58
Photocopying	519.40
Messenger Service	26.00
Local Travel	31.70
Telecopier	5.00
courier Service	48.15
Computerized Research	92.18

TOTAL EXPENSES: **\$840.10**

21. The invoices attached to the fee application (Attachment B) provide a breakdown of the services rendered by each attorney on each day of the representation for which a claim of reimbursement is made. The work performed by Miller, Cassidy, Larroca & Lewin included witness interviews, preparation for and attendance at grand jury appearances, legal research on privilege and other issues, document review and production, client conferences, conferences with attorneys from the Independent Counsel's office, and conferences with counsel for other witnesses and subjects in the investigation. All of this activity was an integral part of our services for Mr. Corr. It enabled us to be as currently and fully informed as possible regarding the investigation, its pace, its expected course, and the nature of the allegations under investigation.

CONCLUSION

22. Based upon the foregoing, we believe that Mr. Corr has incurred reimbursable fees and expenses totaling \$22,537.60 and is entitled to reimbursement in the amount of \$20,000.

pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.



R. Stan Mortenson

Dated: November 9, 1994

A

OFFICE OF INDEPENDENT COUNSEL
555 THIRTEENTH STREET, N.W.
SUITE 701 WEST
WASHINGTON, DC 20004
(202) 383-8940

March 26, 1991'

PERSONAL & CONFIDENTIAL

BY FEDERAL EXPRESS

Professor Edwin G. Corr
Dale Hall Tower
Room 304
Department of Political Science
University of Oklahoma
Norman, OK 73019

Dear Ambassador Corr:

Please be advised that the United States Government intends to serve you with a subpoena compelling your appearance on Friday, April 12, 1991, before a federal Grand Jury now sitting in the District of Columbia.

Please be advised also, as you were informed at the commencement of your interview with representatives of this Office on January 9, 1991, that you are a subject of the Grand Jury's investigation. The United States Attorneys' Manual defines a "subject" of an investigation as "a person whose conduct is within the scope of the grand jury's investigation." The status of "subject" is distinct from the status of "target" (defined by the United States Attorneys' Manual as "a person as to whom the prosecutor or the grand jury has substantial evidence linking him/her to the commission of a crime and who, in the judgment of the prosecutor, is a putative defendant"), and from the status of "witness."

As a subject of the grand jury's investigation, please be advised of the following rights:

A. The Grand Jury is conducting an investigation of possible violations of federal criminal law involving, inter alia, conspiracy to commit offense against the United States, 18 U.S.C. § 371; knowing and willful false or fraudulent statements, 18 U.S.C. § 1001; perjury generally, 18 U.S.C. § 1623; and concealment, removal or mutilation of records, 18 U.S.C. 4 2071.

Professor Edwin G. Corr
March 26, 1991
page 2

B. You may refuse to answer any question if a truthful answer to **the** question would tend to incriminate you.

C. Anything that you do may may be used against you by the Grand Jury and/or in a subsequent legal proceeding.

D. If you have retained counsel, the Grand Jury will permit you a reasonable opportunity to step outside the Grand Jury room to consult with counsel if **so desire**.

Please call me or my colleague, Associate Counsel Craig A. Gillen, on March 27, 1991, to inform this Office whether you will voluntarily accept **service** of the subpoena and, if **so**, where and when you may be **served**.

Very truly yours,

LAWRENCE E. WALSH
Independent Counsel

By -



John Q. Barrett
Associate Counsel
(202) 383-5479

United States District Court

DISTRICT OF Columbia

TO Professor Edwin C. Corr
Dale Hall *Tower*
Room 304
Department of Political Science
University of Oklahoma
Norman, OK 73019

(O) 405-325-6621

SUBPOENA TO TESTIFY BEFORE GRAND JURY

SUBPOENA FOR
 PERSON DOCUMENTS OR OBJECT(S)

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date, and time specified below.

PLACE United States District Court United States Courthouse 3rd & Constitution Avenue, N.W. Washington, D.C. 20001	ROOM Grand Jury Room 1 Third Floor
	DATE AND TIME April 12, 1991 9:30 a.m.

See attached Rider.

See attached Advice of Rights.

Please see additional information on reverse

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

CLERK
JAMES F. DAVEY

DATE

(BY) DEPUTY CLERK

Bue...

March 28, 1991



This subpoena is issued upon application of the United States of America

NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY
Craig Gillett, Associate Counsel
Office of Independent Counsel
555 13th Street, N.W., Suite 701W

RECEIVED BY SERVER	MAR 28 '91 12:30	PLACE	P. 3
SERVED	DATE	PLACE	
SERVED ON (NAME):			
SERVED BY		TITLE	
TRAVEL	SERVICES	TOTAL	
DECLARATION OF SERVER^(a)			
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p>			
<p>Executed on _____ <i>Date</i> <i>Signature of Server</i></p> <p style="text-align: center;">_____ <i>Address of Server</i></p>			
ADDITIONAL INFORMATION			
<ol style="list-style-type: none"> 1. Grand jury witnesses are entitled to a \$30.00 fee for each day they testify before the grand jury. A witness Attendance Certificate must be completed in order to receive this fee. 2. Witnesses are entitled to be reimbursed for all travel expenses relative to their grand jury appearance. Reimbursement is based on per diem and prevailing government rates in accordance with GSA regulations. 3. In order to assure that government rates are obtained, please contact Ms. Margaret Jackson in the Office of Independent Counsel at (202) 383-8987, prior to making ticketing and hotel arrangements. 			

Rider attached to the
Grand Jury Subpoena Ad Testificandum And Duces Tecum
to Edwin G. Corr

You are commanded to bring with you the following document(s) or object(s) :

(1) all handwritten notes and copies of handwritten notes created by you during the period July 1, 1985, through July 1, 1987;

(2) all stenographer-typo notebook., reporter-type notebooks or other notebooks, and copies thereof, created or utilized by you during the period July 1, 1985, through July 1, 1987;

(3) all telephone call records, including billing records, log pages and message slips, and all copies of the foregoing, created for or by, or utilized by, or received by you during the period July 1, 1985, through July 1, 1987;

(4) all appointment books, calendars, daily planners, daytimers, diaries or similar documents created or utilized by you during the period July 1, 1985, through July 1, 1987;

(5) all scheduling documents and travel records, and all copies thereof, indicating any of your meetings, appointments, activities or travels during the period July 1, 1985, through July 1, 1987; and

(6) all other written, printed, audiotaped or videotaped material, and all copies thereof, to, from or concerning any of the following:

Elliott Abrams	Cresconcio ("Cris") Arcos
Enrique Bermudez	Juan R. Bustillo
William Cooper	Robert W. Duemling
Joseph F. Fernandez	Alan D. Fiers
"Maximo (Max) Gomez"	Walter L. Grasheim
Donald P. Gregg	Jerry Gruner
Eugene Hasenfus	Armando Lopez
Valentino Martinez	John J. McCavitt
Richard ("Rick") Melton	Christopher Nicholson
Arthur Marsh Niner	Oliver L. North
Robert ("Rob") Owen	Robert ("Bobby") Owens
Yolanda Pena	John Piowaty
Rafael Quintero	David Rankin
Felix I. Rodriguez	Wallace ("Buzz") Sawyer
Richard V. Secord	Carter Shannon
George P. Shultz	James J. Steele
George Swicker	William Walker
Samuel J. Watson, 111.	

Advice of Rights
attached to the
Grand Jury Subpoena Ad Testificandum And Duces Tecum
to Edwin G. Corr

As a subject of the grand jury's investigation,
please be advised of the following rights:

A. The Grand Jury is conducting an investigation of possible violations of federal criminal law involving, inter alia, conspiracy to commit offense against the United States, 18 U.S.C. § 3712 knowing and willful false or fraudulent statements, 18 U.S.C. § 1001; obstruction of proceedings before departments, agencies, and committees, 18 U.S.C. § 1505; perjury generally, 18 U.S.C. § 1623; and concealment, removal or mutilation of records, 18 U.S.C. § 2071.

B. You may refuse to answer any question if a truthful answer to the question would tend to incriminate you.

C. Anything that you do say may be used against you by the Grand Jury and/or in a subsequent legal proceeding.

D. If you have retained counsel, the Grand Jury will permit you a reasonable opportunity to step outside the Grand Jury room to consult with counsel if you so desire.

B

November 29, 1991

Billed through 10/31/91

Bill number 002391-00001-007

Edwin G. Corr
544 Shawnee
Norman, Oklahoma 73071

FOR PROFESSIONAL SERVICES RENDERED:

Pre-Paid Balance Brought Forward \$10,000.00 CR

HERBERT J. MILLER JR.	.50 hrs	350/hr	\$175.00
R. STAN MORTENSON	87.75 hrs	230/hr	\$20,182.50
LISA D. BURCET	8.75 hrs	140/hr	\$1,225.00

TOTAL FEES			\$21,582.50
TOTAL DISBURSEMENTS			\$840.10

TOTAL CHARGES FOR THIS BILL			\$22,422.60
LESS PRE PAID AMOUNT			\$10,000.00 CR

TOTAL BALANCE NOW DUE			\$12,422.60

04/04/91 RSM	Telephone confs. Mr. Corr; telephone confs. Mr. Gillen; telephone conf. Mr. Best.	.75
04/05/91 RSM	Telephone conf. Mr. Corr re subpoena; telephone conf. Mr. Reed.	.25
04/06/91 RSM	Review background materials.	2.00
04/08/91 RSM	Telephone conf. Mr. Lapham; office conf. Mr. Jeffress re background; telephone conf. Mr. Gillen; telephone conf. Mr. Reed.	.75
04/09/91 RSM	Telephone conf. Mr. Muse.	.25
04/10/91 RSM	fleeting with Messrs. Reed and Osterman.	2.50
04/23/91 RSM	Telephone conf. Mr. Gillen.	.25
04/24/91 RSM	Meeting with Mr. Corr re preparation for grand jury appearance; telephone conf. Mr. Best.	2.50

Edwin G. Corr		
BIII number	002391-C0001-007	
04/25/91 RSM	fleeting with Mr. Corr re preparation for grand jury appearance; telephone confs. Mr. Gillen; office conf. Ms. Burget.	3.50
04/25/91 LDB	Research re waiver of Fifth Amendment privilege perjury trap.	8.75
04/26/91 RSM	Attend grand jury.	6.50
04/29/91 RSM	Telephone conf. Mr. Gillen; telephone conf. Mr. Ostermann.	.25
04/30/91 RSM	Meeting with fir. Ostermann; telephone conf. Mr. Lytton.	.75
05/02/91 RSM	Review fir. Corr's notes from grand jury; telephone conf. Mr. Gillen; telephone conf. Mr. Corr; telephone conf. Mr. Baker.	1.00
05/03/91 RSM	Telephone conf. Mr. Best; telephone conf. fir. Corr.	.75
05/06/91 RSM	Telephone conf. Mr. Gillen; telephone conf. Mr. Corr; telephone conf. Mr. L pham; telephone conf. Mr. Drew; review Mr. Corr's documents for production.	4.00
05/07/91 RSM	Review Mr. Corr's documents for production.	2.50
05/09/91 RSM	Telephone conf. Mr. Corr.	.25
05/14/91 RSM	Telephone conf. Mr. Baker; letter to Mr. Baker re documents produced.	.50
05/16/91 RSM	Meeting with fir. Ostermann.	2.50
05/21/91 RSM	fleeting with Mr. Best.	2.50
05/22/91 RSM	Telephone conf. Mr. Lapham.	.25
05/28/91 RSM	Preparation for grand Jury.	5.00
05/29/91 RSM	Attend grand jury with Mr. Corr.	7.00
05/30/91 RSM	Telephone conf. Col. Bathan.	.25
05/31/91 RSM	meeting with Col. Bathan; telephone conf. Mr. Yost; telephone conf. Ms. Lumpkin.	2.50
06/03/91 RSM	Attend defense counsel meeting; telephone conf. Mr. Corr.	2.50
06/04/91 RSM	Attend meeting with Mr. Gillen; telephone conf. Mr. Corr.	1.25
06/05/91 RSM	Telephone conf. Ms. Pena; review Mr. Corr's grand jury notes; telephone conf. fir. Yost; telephone conf. Mr. Simon.	2.75
06/06/91 RSM	Telephone conf. Mr. Best.	.25
06/07/91 RSM	Telephone conf. Mr. Gillen re proposal.	.25
06/10/91 RSM	Telephone conf. Mr. Feldman; telephone conf. Mr. Corr; telephone conf. Mr. Osterman.	.75
06/11/91 RSM	Letter to Mr. Barrett; meeting with Mr. Corr; telephone conf. Mr. Green.	3.00
06/12/91 RSM	Attend continuation of fir. Corr's grand jury; telephone conf. Ambassador Passage.	8.00

- .25

Edwin G. Corr
Bill number 002391-C0001-007

PAGE 3

06/14/91	RSM	Attend Mr. Corr's grand Jury; meeting with Mr. Corr; telephone conf. Mr. Baker; telephone conf. Mr. Gillen.	3.50	
07/01/91	RSM	Telephone cont. Mr. Corr; telephone conf. Mr. Yost.	.50	-.25
07/02/91	RSM	Telephone conf. Mr. Gillen; meeting with Messrs. Cstermann and Best.	2.00	
07/08/91	RSM	Telephone cont. Mr. Corr.	.25	
07/09/91	RSM	Telephone conf. Mr. Yost.	.25	
07/10/91	RSM	Meeting with Mr. Gillen; telephone conf. Mr. Cstermann.	1.25	
07/11/91	RSM	Telephone cont. Mr. Best; meeting with Mr. Corr re meeting with Mr. Gillen.	.75	
07/16/91	RSM	Telephone conf. Mr. Gillen; memo to file re polygraph examination; telephone conf. Mr. Corr.	.75	
07/17/91	RSM	Telephone conf. Mr. Cstermann.	.25	
07/25/91	RSH	Telephone cont. Mr. Bathen.	.25	
07/31/91	RSM	Telephone confs. Mr. Corr; telephone conf. Mr. Yost; review Bill Walker's telephone cont. notes.	1.00	-.25
08/13/91	RSM	Telephone cont. Mr. Csterman.	.25	
08/14/91	RSM	Telephone conf. Mr. Corr; telephone conf. Mr. Yost; memorandum to the files re fees.	.50	-.25
09/18/91	RSM	Telephone cont. Mr. Corr.	.25	
09/20/91	RSM	Telephone conf. Mr. Pierson.	.75	
09/30/91	RSM	Telephone conf. Mr. Levine.	.25	
10/01/91	RSM	Telephone cont. Mr. Csterman; meeting with Messrs. Levine and Morgan.	2.00	
10/02/91	RSM	Telephone conf. Mr. Corr.	.25	
10/04/91	RSM	Telephone conf. Mr. Corr; telephone confs. Mr. Levine; telephone conf. Mr. Pierson; telephone conf. Mr. Yost; review notes of 10/14/86.	2.00	-.25
10/07/91	RSM	Telephone conf. Mr. Corr re Abrams plea; telephone conf. Mr. Morgan; telephone conf. Mr. Pierson.	.50	
10/15/91	RSM	Telephone conf. Mr. Yost.	.25	-.25
10/16/91	RSM	Telephone conf. Mr. Gillen.	.25	
10/17/91	HJM	Conf. Mr. Rortenson.	.25	
10/17/91	RSM	Telephone conf. Mr. Csterman.	.25	
10/18/91	RSR	Telephone conf. Mr. Corr.	.25	
10/21/91	HJM	Confs. Mr. Mortenson.	e 25	
10/21/91	RSM	Meeting with Mr. Gillen; confs. Mr. Miller.	1.00	
10/23/91	RSM	Telephone conf. Mr. Corr.	.25	

Total fees for this matter

\$21,582.50

Edwin G. Corr
Bill number 002391-00001-007

PAGE 4

DISBURSEMENTS

Long-distance Telephone	9117.09
Postage	1.58
Inside Copy Expense	\$519.40
Messenger Service	326.00
Local Travel	131.70
Telecopier	\$5.00
Courier Service	\$48.15
Computer Research	\$92.18

Total disbursements for this ratter	1840.10

CLIENT MATTER REPORTING NAME

002391 00001 CUPE, FUND G.

DATE	DISBURSEMENT TYPE/DESCRIPTION	AMOUNT
04/11/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 9637	2.00
04/17/91 31	Courier Service - CHOICE COURIER - INV # 3334243	14.00
04/26/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 9701	0.50
04/30/91 05	Inside Cop Expense	45.40
04/30/91 05	Inside Copy Expense	99.20
04/30/91 08	Messenger Service	6.00
04/30/91 31	Courier Service - APPLE COURIER SVC - INV # 47604	14.65
04/30/91 31	Courier Service - WASHINGTON EXPRESS SVC - INV # H91217	19.50
05/31/91 01	Long-distance Telephone - AT&T CREDIT CALLING CARD CHARGES MAR-APR '91	2.58
05/31/91 01	Long-distance Telephone	25.07
05/31/91 04	Postage	0.29
05/31/91 05	Inside Copy Expense	370.80
05/31/91 51	Computer Research - LEXIS	92.18
06/03/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 10068	8.20
06/07/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 10127	11.00
06/19/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 10213	0.50
06/30/91 08	Messenger Service	20.00
06/30/91 04	Postage	0.29
06/30/91 01	Long-distance Telephone - AT&T CKED ■ CALLING CARD CHARGES APR-MAY '91	2.70
06/30/91 01	Long-distance Telephone	11.00
06/30/91 23	Teletypewriter	5.00
07/12/91 17	Local Travel - KLB - REIM PETTY CASH - CK # 10401	4.75
07/31/91 01	Long-distance Telephone	51.87
07/31/91 01	Long-distance Telephone	0.48

Miller, Cassidy, Larroca & Lewin

REPORT DATE 11/08/91
REPORT NUMBER RPT-07-001

DISBURSEMENT SUMMARY BY CLIENT
OCTOBER 1991

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CLIENT MATTER REFERRING NAME	DATE	DISBURSEMENT TYPE/DESCRIPTION	AMOUNT
002391 00001 COPE, LEWIN Co.	08/11/91	01 Long-distance Telephone	8.26
	09/30/91	01 Long-distance Telephone	4.50
	10/23/91	17 Local Travel - KIK - KEIM PETTY CASH - CK # 10938	4.75

CLIENT MATTER TOTAL

840.10

C

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

NO. 86-6

DIVISION FOR THE PURPOSE OF
APPOINTING INDEPENDENT COUNSELS
ETHICS IN GOVERNMENT ACT OF 1978, AS AMENDED

IN RE OLIVER NORTH

APPLICATION OF EDWIN G. CORR
FOR ATTORNEYS' FEES & EXPENSES

DECLARATION OF **MARK H. TUOHEY, III**

City of Washington)
) **ss :**
District of Columbia)

MARK H. TUOHEY, III, pursuant to 28 U.S.C. § 1746,
declares as follows:

1. I am a partner in the law firm of Reed Smith Shaw & McClay, 1200 18th Street, N.W., Washington, D.C. I am a member of the Bars of the District of Columbia and the State of New York. I have been requested to provide this affidavit by the law firm of Miller, Cassidy, Larroca & Lewin. I understand that it will be filed in support of the Application of Edwin G. Corr For Attorneys' Fees and Expenses in connection with the investigation conducted by Independent Counsel Lawrence E. Walsh between approximately December 1986 and January 1993.

2. I graduated from Saint Bonaventure University (A.B.) in 1968, and from Fordham University Law School (J.D.) in 1973.

3. I was admitted to the Bar of the District of Columbia in 1973 and the Bar of the State of New York in 1988. I am also admitted to practice before the Supreme Court of the United States and the United States Court of Appeals for the District of Columbia Circuit. From 1973 until 1977 I was an Assistant United States Attorney for the District of Columbia. I was with the United States Department of Justice, Criminal Division, as Special Trial Counsel from 1977 until 1979. In 1979 I was appointed Special Counsel to the Attorney General of the United States for prosecution of Congressman Daniel J. Flood. I have long been active in bar association related professional activities both in the District of Columbia and nationally. From 1988 until 1992 I was a member of the District of Columbia Bar Board of Governors. In 1992 I became President-Elect of the District of Columbia Bar, and served as President of the organization from 1993 until 1994. I am a member of the American Bar Association, the American Bar Foundation and the American Law Institute. I am also a member of the faculties of the National Institute for Trial Advocacy and the Harvard Trial Advocacy Program. I have been an Adjunct Professor of Law at Georgetown University Law Center and Catholic University School of Law. I have written numerous articles on civil and criminal litigation and advocacy issues.

4. My practice at Reed Smith Shaw & McClay has involved complex civil and criminal investigations and proceedings including so-called "white-collar crime" cases. In many of these cases, several law firms have been involved, each representing separate defendants. I have represented corporations and corporate officers in federal grand jury investigations, federal agency investigations, and related administrative and civil enforcement actions and criminal prosecutions. I have represented both plaintiffs and defendants in federal court litigation.

5. Through my practice and longstanding involvement in the Washington legal community, I am familiar with the standards for setting attorneys' fees and other costs of litigation generally, and in particular I am familiar with such standards in complex and high visibility civil and criminal litigation. While different attorneys have different billing practices and methods, generally attorney compensation in such cases is established by an hourly rate for the attorneys working on the case, plus reimbursement of out-of-pocket expenditures. The hourly rates are generally determined by years of experience and level of expertise.

6. At Reed Smith Shaw & McClay, the standard billing rate, customarily billed and collected, for partners was in a range from \$155 per hour to \$350 per hour during the period April 1991 through January 1992. My personal billing rate during that time period rose from \$295 per hour to \$325 per hour. During

that same period, the standard billing rate for associates, customarily billed and collected, was \$95 per hour to \$195 per hour, depending upon years of experience and level of expertise. I believe that the rates charged by Reed Smith Shaw & McClay lawyers during the April 1991 through January 1992 period are consistent with the rates charged by other lawyers of comparable skill and experience in Washington, D.C.

7. I have been informed that Miller, Cassidy, Larroca & Lewin charged Mr. Corr at the following rates during Independent Counsel Walsh's investigation: Herbert J. Miller, Jr. at \$350 per hour, R. Stan Mortenson at \$230 per hour, and Lisa D. Burget at \$140 per hour. I have personally known both Mr. Miller and Mr. Mortenson for many years and am familiar with their practice and their reputation among members of the bar who specialize in white-collar criminal defense. In light of their level of skill and experience, Mr. Miller's rate charged Mr. Corr is reasonable and consistent with rates in Washington, D.C., and Mr. Mortenson's rate was actually somewhat below the prevailing rates in Washington, D.C. As an associate in a firm of Miller, Cassidy, Larroca & Lewin's standing in the legal community, Ms. Burget's rate was certainly within the reasonable range charged to clients by comparable firms.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Mar H. Tuohy, I I

October 31, 1994

D

HOURLY RATES FOR PARTNERS AND ASSOCIATES

As part of *The National Law Journal's* 1991 survey of the nation's 250 largest law firms (N.L.J., Sept. 30), firms across the country were asked to provide hourly billing rate information for partners and associates. The following firms are among those that supplied billing information in the survey or in response to inquiries from N.L.J. staff members.

Firms are listed in alphabetical order. The city that follows the name is the firm's principal or largest office; the number appearing after each firm's name is its total number of attorneys.

The section was compiled and edited by Legal Editor Kenneth Rutman and Assistant Editors/Legal John Scorza and Carol Neal.

A

Akin, Gump, Heuer & Feld (483) (Dallas)	Partners \$125-2360
Associates 370-2220	
Alston & Bird (236) (Atlanta)	Partners \$165-2285
Associates \$100-1175	
Andrews & Kurth (314) (Houston)	Partners \$170-2365
Associates 265-2345	
Arrest Fox Klinefer Plotkin & Kahn (249) (Washington, D.C.)	Partners \$200-2340
Associates 295-2200	
Armstrong, Teasdale, Schlarly & Davis (151) (St. Louis)	Partners \$140-2200
Associates 280-2140	
Arnold, White & Durkee P.C. (95) (Houston)	Partners \$200-2320
Associates 290-2180	
Arnstein & Lehr (70) (Chicago)	Partners \$125-2280
Associates 265-2120	
Arlar & Hadden (320) (Cleveland)	Partners \$165-2380
Associates 280-2195	

B

Baker & Daniels (193) (Indianapolis)	Partners \$180-2220
Associates 285-2140	
Balch & Bingham (166) (Birmingham, Ala.)	Partners \$120-2190
Associates 275-2125	
Ballard Spahr Andrews & Ingersoll (227) (Philadelphia)	Partners \$180-2300
Associates 275-2195	
Bell, Boyd & Lloyd (183) (Chicago)	Partners \$185-2275
Associates 285-2185	
Benech, Friedlander, Caplan & Aronoff (180) (Cleveland)	Partners \$125-2295
Associates 280-2190	
Best, Best & Kriger P.C. (114) (Riverside, Calif.)	Partners \$210-2290
Associates \$165-2225	
Bingham, Dana & Gould (234) (Boston)	Partners \$175-2380
Associates \$100-2225	
Blank, Rome, Comstock & McCauley (207) (Philadelphia)	Partners \$185-2335
Associates 280-2200	
Boalt, Cummings, Connors & Berry (74) (Nashville, Tenn.)	Partners \$125-2225
Associates \$70-2165	

Bracewell & Patterson (214) (Houston)	Partners \$170-2300
Associates 295-2170	
Bronson, Bronson A. McKinnon (174) (San Francisco)	Partners \$170-2250
Associates \$115-2175	
Brown & Bain P.A. (133) (Phoenix)	Partners \$175-2400
Associates \$100-2160	
Brown, Todd & Heyburn (132) (Louisville, Ky.)	Partners \$120-2125
Associates \$70-2124	
Bryan, Cave, McPheeters & McRoberts (380) (St. Louis)	Partners \$180-2210
Associates \$70-2160	
Buchalter, Nemer, Fields & Younger P.C. (182) (Los Angeles)	Partners \$225-2325
Associates \$120-2215	
Bushman Ingersoll P.C. (224) (Pittsburgh)	Partners \$180-2330
Associates 280-2230	
Butler & Blinn (148) (Houston)	Partners \$175-2300
Associates \$75-2170	

C

Canby & Manger (87) (Fort Worth, Texas)	Partners \$125-2220
Associates 285-2125	
Chapman and Cutler (265) (Chicago)	Partners \$200-2360
Associates 290-2220	
Choate, Hall & Stewart (182) (Boston)	Partners \$195-2315
Associates \$100-2195	
Clarke, Thomas, Winters & Nowlan P.C. (84) (Austin, Texas)	Partners \$125-2295
Associates \$75-2125	
Cooley Godward Castro Huddleson & Tatum (188) (San Francisco)	Partners \$205-2300
Associates \$110-2200	
Cogan and O'Connor (163) (Philadelphia)	Partners 285-2300
Associates \$75-2195	
Crosby, Healey, Rosch & May P.C. (220) (Oakland, Calif.)	Partners \$175-2290
Associates 285-2185	
Crowell & Moring (180) (Washington, D.C.)	Partners \$195-2360
Associates \$100-2195	
Cummings & Lockwood (148) (Stamford, Conn.)	Partners \$175-2300
Associates 290-2225	
Curtis, Malloy-Prevost, Colt & Moser (141)	
**ON*	
Partners \$105-2230	
Associates \$105-2230	

D

Davis, Graham & Stubbs (152) (Denver)	Senior Partners \$170-2280
Associates \$75-2175	
Dickinson, Wright, Moon, Van Dusen & Freeman (223) (Detroit)	Partners \$185-2290
Associates 295-2140	

Dickstein, Shapiro & Martin (179) (Washington, D.C.)	Partners \$185-2360
Associates \$105-2175	
Deherty, Rumble & Butler P.A. (94) (St. Paul, Minn.)	Partners \$125-2200
Associates \$75-2125	
Dersey & Whitney (358) (Minneapolis)	Partners \$175-2330
Associates \$100-2215	
Dew, Lafines & Albertson (163) (Washington, D.C.)	Partners \$205-2360
Associates \$100-2200	
Drinker Biddle & Reath (203) (Philadelphia)	Partners \$175-2275
Associates 285-2175	
Duane, Morris & Hecksher (232) (Philadelphia)	Partners \$165-2315
Associates 285-2180	

EFG

Edwards & Angel (189) (Providence, R.I.)	Partners \$175-2300
Associates 280-2185	
Epstein Becker & Green P.C. (146) (New York)	Partners \$200-2325
Associates \$120-2200	
Farella, Braun & Martel P.C. (80) (San Francisco)	Partners \$225-2330
Associates \$115-2215	
Fennema Craig P.C. (125) (Phoenix)	Partners \$185-2290
Associates 285-2180	
Foley & Lerner (451) (Milwaukee)	Partners \$180-2305
Associates \$75-2200	
Forster Pepper & Shofelman (142) (Seattle)	Partners \$190-2222
Associates 285-2145	
Frank, Bornstein, Conway & Goldman (182) (Baltimore)	Partners \$140-2280
Associates 280-2140	
Frost & Jacobs (166) (Cincinnati)	Partners \$140-2220
Associates 280-2145	
Gardner & Wyman (187) (Dallas)	Partners \$180-2310
Associates 285-2175	
Gerash, Kirgis, Campbell, Walker and Grever (73) (Denver)	Partners \$120-2200
Associates 285-2130	
Graham & James (410) (San Francisco)	Partners \$170-2370
Associates \$100-2200	
Gray, Cary, Ames & Frye (172) (San Diego)	Partners \$190-2320
Associates \$100-2195	
Gunsler, Yeakley & Stewart P.A. (73) (West Palm Beach, Fla.)	Partners 285-2220
Associates 285-2175	

H

Hale and Orr (294) (Boston)	Senior Partners \$240-2400
Junior Partners \$180-2220	
Associates \$100-2175	
Hannoch Weisman P.C. (148) (Roseland, N.J.)	Partners \$170-2325
Associates 290-2165	

Hezel & Thomas P.C. (172) (Fairfax, Va.)	Partners \$115-2365
Associates 270-2170	
Heiskell, Donelson, Beerman, Adams, Williams & Kirach P.C. (108) (Memphis, Tenn.)	Partners \$145-2250
Associates 285-2125	
Higgs, Fletcher & Meek (58) (San Diego)	Partners \$165-2225
Associates 290-2165	
Hinsley, Allen, Snyder & Conen (126) (Boston)	Partners \$190-2275
Associates \$110-2190	
Hodgson, Russ, Andrews, Woods & Geedyer (134) (Buffalo, N.Y.)	Partners \$140-2290
Associates 280-2180	
Holland & Hart (220) (Denver)	Partners \$180-2290
Associates 290-2170	
Holland & Knight (300) (Lakeland, Fla.)	Partners \$130-2320
Associates 290-2195	
Holmes Roberts & Owen (216) (Denver)	Partners \$170-2290
Associates 285-2165	
Hopkins & Suttler (288) (Chicago)	Partners \$180-2310
Associates 285-2170	
Howrey & Stines (200) (Washington, D.C.)	Partners \$195-2325
Associates \$105-2195	
Hurtan & Williams (457) (Richmond, Va.)	Partners \$170-2275
Associates 285-2240	
Husch & Eppenberger (112) (St. Louis)	Partners \$110-2195
Associates \$70-2140	

IJK

Jackson & Walker (188) (Dallas)	Partners \$130-2275
Associates 285-2140	
Jacobs, Lewis, Schnitzer & Krupman (128) (New York)	Partners \$165-2290
Associates \$120-2225	
Jenner & Block (313) (Chicago)	Partners \$180-2400
Associates \$100-2175	
Jennings, Strauss & Salzman (103) (Phoenix)	Partners \$125-2220
Associates 290-2190	
Jones, Walker, Waschler, Peltrevent, Carraro & Danegro (182) (New Orleans)	Partners \$100-2225
Associates \$75-2140	
Katten Muchin & Zavis (386) (Chicago)	Partners \$190-2300
Associates 285-2185	
Kelley Drye & Warren (388) (New York)	Partners \$180-2360
Associates \$100-2220	
Klett Lieber Rooney & Schorling (68) (Pittsburgh)	Partners \$185-2290
Associates 280-2175	
Kramer, Levin, Messer, Karlin & Frenkel (131) (New York)	Partners \$270-2400
Associates \$125-2280	

Continued on following page

HOURLY RATES FOR PARTNERS AND ASSOCIATES

L

Landeta, Ripley & Diamond (84) (San Francisco)	Partners \$185-2290
Associates \$90-9180	
LaBouff, Lamb, Leiby & MacRae (463) (New York)	Partners \$110-2385
Associates \$75-2255	
Levitt, Rice & Fingerh (140) (St. Louis)	Partners \$115-2215
Associates \$70-9165	
Liddell, Sapp, Zivley, Hill & LaBee (106) (Houston)	Partners \$175-2300
Associates \$80-9175	
Lindquist & Yarnum (106) (Minneapolis)	Partners \$105-2225
Associates \$90-9160	
Littler, Mendelson, Fawell & Tichy (197) (San Francisco)	Partners \$165-2290
Associates \$105-2205	
Lord, Bessell & Break (283) (Chicago)	Partners \$102-2300
Associates \$75-9170	
Lord Day & Lord, Barrett Smith (212) (New York)	Partners \$215-2425
Associates \$110-2230	
Luce, Forward, Hamilton & Scripps (137) (San Diego)	Partners \$210-2325
Senior Attorneys \$210-2240	
Associates \$115-2210	

M

Marrat, Phelps & Phillips P.C. (121) (Los Angeles)	Partners \$200-2400
Associates \$120-2225	
Mathews & Branscomb P.C. (87) (San Antonio)	Partners \$135-2290
Associates \$85-9135	
Mays & Valentine (137) (Richmond, Va.)	Partners \$130-2225
Associates \$80-9130	
McCartor & English (193) (Newark, N.J.)	Partners \$175-2300
Associates \$85-9175	
McDermott, Wei & Emery (500) (Chicago)	Partners \$185-2380
Associates \$105-2240	
McGuire, Woods, Battle & Booth (324) (Richmond, Va.)	Partners \$180-2290
Associates \$80-9180	
McKenna & Cunes (229) (Washington, D.C.)	Partners \$185-2380
Associates \$100-2205	
Milbank, Throed, Hadley & McClay (485) (New York)	Partners \$280-2385
Associates \$85-2270	
Milgrim Thomsen & Lee P.C. (139) (New York)	Partners \$205-2400
Associates \$85-2290	
Miller, Johnson, Snel & Cummings (77) (Grand Rapids, Mich.)	Partners \$130-2195
Associates \$75-9120	
Miller, Nash, Wiener, Hager & Carlson (122) (Portland, Ore.)	Partners \$135-2190
Associates \$75-9135	
Mitchell, Silberberg & Knapp (148) (Los Angeles)	Partners \$220-2375
Associates \$110-2210	

Montgomery, McCracken, Walker & Rhoads (100) (Philadelphia)	Partners \$175-2295
Associates \$100-9185	
Moore & Van Allen (108) (Charlotte, N.C.)	Partners \$130-2220
Associates \$90-9135	
Monteale, Mahoney & Miller (158) (Boston)	Partners \$130-2225
Associates \$85-9145	

NO

Nelson, Mullins, Riley & Scarborough P.C. (127) (Columbia, S.C.)	Partners \$120-2225
Associates \$85-9140	
Obermayer, Rebmann, Maxwell & Hippel (70) (Philadelphia)	Partners \$180-2250
Associates \$90-9180	
O'Connor, Cavanagh, Anderson, Wee- lover, Killingsworth & Beebeers (129) (Phoenix)	Partners \$100-2280
Associates \$75-9180	
Ovick, Harrington & Sutcliffe (279) (San Francisco)	Partners \$210-2315
Associates \$115-2215	

P

Palmer & Dodge (164) (Boston)	Partners \$200-2310
Associates \$85-9180	
Patten, Boggs & Blew (182) (Washington, D.C.)	Partners \$125-2430
Associates \$80-9165	
Pepper, Hamilton & Schoetz (368) (Philadelphia)	Partners \$190-2380
Associates \$85-2205	
Phelps Dunbar (182) (New Orleans)	Partners \$115-2260
Associates \$75-9135	
Phillips, Lytle, Hitchcock, Staine & Huber (134) (Buffalo, N.Y.)	Partners \$140-2280
Associates \$75-9165	
Piper & Marbury (262) (Baltimore)	Partners \$175-2300
Associates \$80-9170	
Pisny, Hardin, Kipp & Sauch (188) (Morristown, N.J.)	Partners \$205-2325
Associates \$100-9185	
Powell, Goldstein, Frazer & Murphy (250) (Atlanta)	Partners \$170-2330
Associates \$110-9180	
Peyner & Sprull (108) (Raleigh, N.C.)	Partners \$115-2290
Associates \$75-9130	
Proctor Thorgerson Shidler Gates & Ellis (222) (Seattle)	Partners \$135-2300
Associates \$85-9140	
Proskauer Rose Goetz & Mandelstam (377) (New York)	Partners \$230-2380
Associates \$110-2290	

QR

Read Smith Shaw & McClay (381) (Pittsburgh)	Partners \$165-2325
Associates \$85-9185	

Reid & Priest (194) (New York)	Partners \$285-2325
Associates \$105-2255	
Richards & O'Neil (82) (New York)	Partners \$235-2400
Associates \$110-2225	
Riker, Dezig, Scharer, Hyland & Perrett (128) (Morristown, N.J.)	Partners \$185-2300
Associates \$80-9175	
Rubins Kaplan Miller & Ciresi (207) (Minneapolis)	Partners \$180-2275
Associates \$90-9180	
Robinson & Cole (154) (Hartford, Conn.)	Partners \$200-2300
Associates \$100-9175	
Ropes & Gray (313) (Boston)	Partners \$250-2365
Associates \$115-2240	
Rees & Hardlee (172) (Chicago)	Partners \$180-2300
Associates \$90-9180	
Rumberger, Kirk, Caldwell & Wechsler P.A. (79) (Orlando, Fla.)	Partners \$125-2300
Associates \$85-9180	

S

Seashoff & Weaver Ltd. (83) (Chicago)	Partners \$180-2315
Associates \$110-9175	
Sepowitz & Day P.C. (77) (Buffalo, N.Y.)	Partners \$100-2200
Associates \$80-9180	
Soul, Erving, Remick & Soul (168) (Philadelphia)	Partners \$170-2325
Associates \$80-9175	
Schatz & Schatz, Ribicoff & Kettin (101) (Stamford, Conn.)	Partners \$175-2280
Associates \$85-9185	
Schnader, Harrison, Segal & Lewis (245) (Philadelphia)	Partners \$195-2300
Associates \$80-9185	
Schwabe, Williamson & Wyatt (153) (Portland, Ore.)	Partners \$100-2185
Associates \$85-9175	
Shanley & Fisher P.C. (138) (Morristown, N.J.)	Partners \$185-2275
Associates \$85-9170	
Shea & Gould (241) (New York)	Partners \$265-2380
Associates \$115-2285	
Sherman & Sterling (817) (New York)	Partners \$275-2400
Associates \$110-2275	
Shumaker, Loop & Kendrick (78) (Toledo, Ohio)	Partners \$135-2175
Associates \$75-9120	

Sills Curran Zuckerman Radin Tack- man Epstein & Green P.C. (136) (Newark, N.J.)	Partners \$175-2300
Associates \$85-9175	
Snell & Wilmer (238) (Phoenix)	Partners \$150-2260
Associates \$75-9180	
Steel Hector & Davis (154) (Miami)	Partners \$180-2480
Associates \$87-9180	
Streitberger & Price (191) (Dallas)	Partners \$180-2290
Associates \$80-9170	

Stretch Lang P.C. (118) (Phoenix)	Partners \$150-2250
Associates \$80-9150	
Sutin Thayer & Browne P.C. (55) (Albuquerque, N.M.)	Partners \$125-2175
Associates \$70-9110	

TUV

Taft, Stettinius & Hollister (158) (Cincinnati)	Partners \$180-2250
Associates \$70-9145	
Teets, Hurwitz & Thibault (106) (Boston)	Partners \$200-2380
Associates \$100-9195	
Thecher Profiles & Wood (128) (New York)	Partners \$280-2380
Associates \$110-2235	
Thelen, Martin, Johnson & Bridges (286) (San Francisco)	Partners \$205-2360
Associates \$85-9185	
Thompson & Knight (221) (Dallas)	Partners \$175-2295
Associates \$80-9160	
Thompson & Mitchell (188) (St. Louis)	Partners \$140-2270
Associates \$70-9135	
Trouman, Sanders, Lockerman & Ashmore (180) (Atlanta)	Partners \$165-2300
Associates \$80-9165	
Vedder, Price, Kaufman & Kamahalt (185) (Chicago)	Partners \$165-2300
Associates \$80-9175	
Venable, Baetjer and Howard (293) (Baltimore)	Partners \$185-2400
Associates \$85-9180	

WXYZ

Warner, Harcourt & Judd (103) (Grand Rapids, Mich.)	Partners \$165-2210
Associates \$80-9180	
Well, Gotshal & Manges (588) (New York)	Partners \$275-2480
Associates \$105-2270	
Weinberg and Green (141) (Baltimore)	Partners \$140-2235
Associates \$85-9140	
White and Williams (125) (Philadelphia)	Partners \$100-2240
Associates \$85-9180	
Whitford, Taylor & Proctor (131) (Baltimore)	Partners \$150-2275
Associates \$100-9145	
Wilentz, Goldman & Spitzer P.C. (141) (Woodbridge, N.J.)	Partners \$175-2275
Associates \$85-9180	
Wiley, Rein & Fielding (137) (Washington, D.C.)	Partners \$172-2380
Associates \$82-9172	
Winsten & Strawn (481) (Chicago)	Partners \$195-2380
Associates \$110-9180	
Womble Carlyle Sandridge & Rice (170) (Winston-Salem, N.C.)	Partners \$120-2200
Associates \$70-9145	
Wyatt, Tarrant & Combs (168) (Louisville, Ky.)	Partners \$140-2200
Associates \$80-9135	

HOURLY RATES FOR PARTNERS AND ASSOCIATES

In the course of compiling the NLJ 250 (Sept. 28), The National Law Journal asked firms around the country with more than 75 attorneys to provide hourly billing rate information for partners and associates. The following firms are among those that supplied billing information in the survey or in response to inquiries from NLJ staff members.

Firms are listed in alphabetical order. The city that follows the name is the firm's principal or largest office; the number appearing after each firm's name is its total number of attorneys.

The section was compiled and edited by Legal Editor Kenneth Rutman, Assistant Editors/Legal John Scorza and Carol M. Neal with the assistance of Editorial Assistant/Special Projects Charise K. Lawrence and Researcher David Stickle.

A

Adams, Duque & Hazeltine (137) (Los Angeles)	Partners	\$210-2295
Associates	\$105-1185	
Akerman, Senterfit & Eideen P.A. (91) (Orlando, Fla.)	Partners	\$180-2340
Associates	\$95-1190	
Akin, Gump, Hauer & Feld L.L.P. (450) (Dallas)	Partners	\$180-2380
Associates	\$90-2210	
Alston & Bird (236) (Atlanta)	Partners	\$165-2315
Associates	\$85-1175	
Anderson Kill Olick & Cahinsky P.C. (237) (New York)	Partners	\$100-2380
Associates	N/A	
Andrews & Kurth L.L.P. (274) (Houston)	Partners	\$170-2385
Associates	\$85-2280	
Arent Fox Kintner Plotkin & Kahn (232) (Washington, D.C.)	Partners	\$200-2380
Associates	\$95-2200	
Arnsperg, Teesdale, Schirffy & Davis (145) (St. Louis)	Partners	\$145-2380
Associates	\$90-2140	
Arter & Hadden (335) (Cleveland)	Partners	\$175-2380
Associates	\$85-2280	

B

Baker & Daniels (188) (Indianapolis)	Partners	\$190-2380
Associates	\$80-2140	
Ballard Spahr Andrews & Ingersoll (258) (Philadelphia)	Partners	\$185-2340
Associates	\$80-2200	
Bell, Boyd & Lloyd (180) (Chicago)	Partners	\$170-2275
Associates	\$100-2185	
Benech, Friedlander, Coplan & Aronoff (154) (Cleveland)	Partners	\$140-2325
Associates	\$100-2190	
Best, Best & Krieger P.C. (114) (Riverside, Calif.)	Partners	\$210-2290
Associates	\$105-2210	
Beveridge & Diamond P.C. (91) (Washington, D.C.)	Partners	\$185-2285
Associates	\$95-2195	
Bingham, Dens & Gould (252) (Boston)	Partners	\$220-2375
Associates	\$110-2255	
Blank, Rome, Comisky & McCauley (209) (Philadelphia)	Partners	\$290-2325

Associates	\$90-2210	
Bogle & Gates (217) (Seattle)	Partners	\$180-2240
Associates	\$85-2170	
Bowles Rice McDevitt Greff & Love (81) (Charleston, W.Va.)	Partners	\$95-2185
Associates	\$45-2135	
Bracewell & Patterson (210) (Houston)	Partners	\$170-2300
Associates	\$85-2170	
Bradley Avant Rose and White (103) (Birmingham, Ala.)	Partners	\$130-2210
Associates	\$80-2120	
Bras, Abbott & Morgan (108) (New York)	Partners	\$280-2400
Associates	\$110-2280	
Brickey & Eickler (97) (Columbus, Ohio)	Partners	\$135-2225
Associates	\$100-190	
Bronson, Bronson & McKinnon (187) (San Francisco)	Partners	\$185-2325
Associates	\$115-2185	
Brown & Bain P.A. (130) (Phoenix)	Partners	\$175-2400
Associates	\$100-2190	
Brown, Todd & Heyburn (128) (Louisville, Ky.)	Partners	\$120-2225
Associates	\$70-2125	
Bryan Cave (364) (St. Louis)	Partners	\$160-2280
Associates	\$70-2180	
Buchalter, Homer, Fields & Younger P.C. (190) (Los Angeles)	Partners	\$225-2325
Associates	\$120-2225	
Buchanan Ingersoll P.C. (222) (Pittsburgh)	Partners	\$165-2285
Associates	\$80-2180	
Butler & Binion L.L.P. (138) (Houston)	Partners	\$160-2300
Associates	\$85-2170	
Butzel Long (140) (Detroit)	Partners	\$140-2225
Associates	\$65-2240	

C

Cadotte Schutte Fleming & Wright (76) (Honolulu)	Partners	\$155-2225
Associates	\$80-2185	
Canary & Hanger L.L.P. (84) (Fort Worth, Texas)	Partners	\$125-2225
Associates	\$70-2130	
Carpenter Bennett & Morrissey (85) (Newark, N.J.)	Partners	\$165-2200
Associates	\$85-2180	
Chapman and Cutler (255) (Chicago)	Partners	\$210-2380
Associates	\$80-2230	
Chesin, Hall & Stewart (184) (Boston)	Partners	\$210-2325
Associates	\$100-2195	
Clark, Ladner, Fortenbaugh & Young (100) (Philadelphia)	Partners	\$180-2280
Associates	\$85-2175	
Cooley Goddard Castro Huddleston & Tatum (168) (San Francisco)	Partners	\$200-2300
Associates	\$110-2200	
Covington & Burling (317) (Washington, D.C.)	Partners	up to \$220
Associates	up to \$160	

Casen and O'Connor (167) (Philadelphia)	Partners	\$125-2325
Associates	\$65-2125	
Crosby, Heasley, Reach & May P.C. (217) (Oakland, Calif.)	Partners	\$180-2285
Associates	\$85-2180	
Crowl & Mering (205) (Washington, D.C.)	Partners	\$180-2375
Associates	\$100-2190	
Cullen and Dytman (107) (Brooklyn, N.Y.)	Partners	\$210-2295
Associates	\$70-2225	
Cummings & Lockwood (132) (Stamford, Conn.)	Partners	\$185-2375
Associates	\$90-2225	
Curtis, Malter-Frevert, Coll & Moske (142) (New York)	Partners	\$270-2370
Associates	\$115-2290	

D

Davis, Graham & Stubbs (140) (Denver)	Partners	\$150-2285
Associates	\$75-2180	
Davis Wright Tremaine (200) (Seattle)	Partners	\$90-165
Associates	\$145-2300	
Dickinson, Wright, Moon, Van Dusen & Freeman (254) (Detroit)	Partners	\$180-2235
Associates	\$85-2145	
Dickstein, Shapiro & Martin (183) (Washington, D.C.)	Partners	\$185-2480
Associates	\$115-2190	
Dinwiddie & Sheld (149) (Chincinnati)	Partners	\$130-2200
Associates	\$80-2130	
Dorsey & Whitney (366) (Minneapolis)	Partners	\$180-2255
Associates	\$100-2165	
Dow, Lattner & Albertson (152) (Washington, D.C.)	Partners	\$200-2480
Associates	\$85-2195	
Drinker Biddle & Reath (198) (Philadelphia)	Partners	\$200-2380
Associates	\$85-2180	
Dunn, Morris & Heckscher (221) (Philadelphia)	Partners	\$165-2315
Associates	\$85-2180	

E F G

Edwards & Angel (184) (Providence, R.I.)	Partners	\$175-2300
Associates	\$80-2280	
Egerton Becker & Green P.C. (156) (New York)	Partners	\$200-2380
Associates	\$100-2200	
Foley & Lardner (467) (Milwaukee)	Partners	\$185-2320
Associates	\$80-2215	
Foster Pepper & Shefelman (138) (Seattle)	Partners	\$180-2290
Associates	\$80-2185	
Gardner & Wynne L.L.P. (170) (Dallas)	Partners	\$175-2325
Associates	\$85-2175	
Graham & James (382) (San Francisco)	Partners	\$170-2370
Associates	\$110-2200	
Gray, Cary, Ames & Frye (168) (San Diego)	Partners	\$200-2325

Associates	\$100-2190	
Greenberg, Glusker, Fields, Claman & Washington (92) (Los Angeles)	Partners	\$225-2375
Associates	\$125-2225	
Greenberg Traurig (172) (Miami)	Partners	\$180-2360
Associates	\$110-2190	
Greensbaum Doff & McDonald (108) (Louisville, Ky.)	Partners	\$135-2200
Associates	\$70-2130	

H

Hale and Derr (290) (Boston)	Senior Partners	\$240-2400
Junior Partners	\$180-2240	
Associates	\$100-2180	
Haynes and Beane L.L.P. (204) (Dallas)	Partners	\$145-2295
Associates	\$85-2185	
Hazel & Thomas P.C. (162) (Fairfax, Va.)	Partners	\$190-2325
Associates	\$80-2175	
Hinkle, Cox, Eaton, Corfield and Hensley (89) (Albuquerque, N.M.)	Partners	\$125-2200
Associates	\$75-2125	
Holland & Hart (236) (Denver)	Partners	\$170-2280
Associates	\$80-2165	
Holland & Knight (206) (Lakeland, Fla.)	Partners	\$140-2300
Associates	\$80-2185	
Hodab & Coff (108) (Chicago)	Partners	\$170-2300
Associates	\$85-2210	
Holme Roberts & Owen (211) (Denver)	Partners	\$160-2250
Associates	\$85-2190	
Hopkins & Sutter (261) (Chicago)	Partners	\$180-2310
Associates	\$85-2170	
Hewrey & Simen (248) (Washington, D.C.)	Partners	\$200-2325
Associates	\$100-2195	
Hughes Hubbard & Reed (260) (New York)	Partners	\$225-2480
Associates	\$115-2290	
Huntan & Williams (463) (Richmond, Va.)	Partners	\$170-2375
Associates	\$85-2240	
Husch & Eppenberger (125) (St. Louis)	Partners	\$110-2185
Associates	\$65-2180	

I J K

Ice Miller Donadio & Ryan (164) (Indianapolis)	Partners	\$165-2230
Associates	\$85-2180	
Jackson & Walker L.L.P. (177) (Dallas)	Partners	\$145-2300
Associates	\$85-2180	
Jones, Walker, Washler, Polavent, Carrere & Donogre (138) (New Orleans)	Partners	\$125-2250
Associates	\$70-2140	
Katten Muchin & Zavis (383) (Chicago)	Partners	\$185-2400
Associates	\$105-2185	
Kelley Drye & Warren (378) (New York)		

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HOURLY RATES FOR PARTNERS AND ASSOCIATES

Continued from preceding page

Partners	\$175-2385
Associates	\$105-2240
Kennedy Covington Lobdell & Holzman (78) (Charlotte, N.C.)	
Partners	\$140-2230
Associates	\$85-2140
Kilpatrick & Cody (180) (Atlanta)	
Partners	\$185-2500
Associates	\$95-2180
Kindel & Anderson (73) (Los Angeles)	
Partners	\$195-2325
Associates	\$115-2185
Kramer, Levin, Neese, Kamin & Frankel (122) (New York)	
Partners	\$275-2400
Associates	\$125-2300

L

LaBoeuf, Lamb, Leiby & MacRae (474) (New York)	
Partners	\$140-2480
Associates	\$80-2280
Leonard, Street & DeLeonard (104) (Minneapolis)	
Partners	\$155-2225
Associates	\$80-2185
Lewis, Rice & Fingersh (143) (St. Louis)	
Partners	\$130-2230
Associates	\$65-2170
Lidell, Sapp, Zhvay, Hill & LaBeau LLP. (154) (Houston)	
Partners	\$175-2300
Associates	\$80-2175
Lehman, Rainer & McNeil (100) (Los Angeles)	
Partners	\$135-2155
Associates	\$85-2135
Littler, Mendelson, Fastoff & Tishy (203) (San Francisco)	
Partners	\$175-2285
Associates	\$105-2220
Lord, Bissell & Brook (283) (Chicago)	
Partners	\$105-2300
Associates	\$61-2213
Lord Day & Lord, Barrett Smith (204) (New York)	
Partners	\$225-2475
Associates	\$125-2275
Lucas, Forward, Hamilton & Scripps (125) (San Diego)	
Partners	\$215-2325
Associates	\$115-2210

M

Manett, Photos, Phillips & Karter (132) (Los Angeles)	
Partners	\$200-2400
Associates	\$120-2220
Mays & Valentine (138) (Richmond, Va.)	
Partners	\$180-2290
Associates	\$85-2145
McCart & English (187) (Newark, N.J.)	
Partners	\$185-2300
Associates	\$85-2180
McDermott, WB & Emory (472) (Chicago)	
Partners	\$175-2325
Associates	\$105-2180
McGuire, Woods, Bette & Bothe (350) (Richmond, Va.)	
Partners	\$180-2280
Associates	\$80-2180
McKenna & Cuneo (246) (Washington, D.C.)	
Partners	\$175-2380
Associates	\$100-2225
Miles & Stockbridge (212) (Baltimore)	
Partners	\$180-2300
Associates	\$80-2135

Miller, Canfield, Paddock and Stone (256) (Detroit)	
Partners	140-2275
Associates	\$80-2165
Miller, Nash, Wiener, Hager & Carlson (122) (Portland, Ore.)	
Partners	\$135-2195
Associates	\$80-2140
Mitchell, Silberberg & Knapp (130) (Los Angeles)	
Partners	\$220-2375
Associates	\$110-2210
Montgomery, McCracken, Walker & Rhoads (160) (Philadelphia)	
Partners	\$175-2295
Associates	\$100-2185
Moore & Van Allen (102) (Charlotte, N.C.)	
Partners	\$145-2280
Associates	\$80-2155

N

Nelson, Mullins, Riley & Scarborough P.C. (173) (Columbia, S.C.)	
Partners	\$120-2255
Associates	\$65-2140
O'Connor, Cavanagh, Anderson, Westover, Killingsworth & Beebeers (123) (Phoenix)	
Partners	\$100-2280
Associates	\$75-2180
O'Mahony & Myers (264) (Los Angeles)	
Partners	\$250-2380
Associates	\$100-2240
Orrick, Harrington & Sutcliffe (208) (San Francisco)	
Partners	\$215-2315
Associates	\$110-2215

P

Palmer & Dodge (164) (Boston)	
Partners	\$210-2325
Associates	\$85-2200
Patton, Boggs & Stewart (194) (Washington, D.C.)	
Partners	\$130-2420
Associates	\$80-2185
Papper, Hamilton & Schetz (344) (Philadelphia)	
Partners	\$180-2330
Associates	\$85-2180
Peck & Martin (170) (San Francisco)	
Partners	\$200-2320
Associates	\$85-2250
Phelps Dunbar (183) (New Orleans)	
Partners	\$115-2215
Associates	\$75-2130
Phillips, Lytle, Hirschcock, Blake & Walker (140) (Buffalo, N.Y.)	
Partners	\$140-2270
Associates	\$75-2220
Pierce, Abroad, Scribner, Allen, Smith & Lancaster (104) (Portland, Maine)	
Partners	\$130-2300
Associates	\$65-2145
Piper & Marbury (286) (Baltimore)	
Partners	\$180-2300
Associates	\$80-2180
Pitney, Hardin, Kipp & Szuch (165) (Morristown, N.J.)	
Partners	\$205-2305
Associates	\$100-2185
Powell, Goldstein, Frazer & Murphy (220) (Albany)	
Partners	\$180-2380
Associates	\$85-2200
Preston Thorgrimsen Shidler Gates & Ellis (225) (Seattle)	
Partners	\$135-2300

Associates	\$85-2140
Proskauer Rose Goetz & Mendelsohn (374) (New York)	
Partners	\$230-2380
Associates	\$110-2255

Q

Reed Smith Shaw & McCloy (268) (Pittsburgh)	
Partners	\$190-2360
Associates	\$100-2185
Robins, Kaplan, Miller & Ciresi (215) (Minneapolis)	
Partners	\$155-2300
Associates	\$85-2180
Robinson & Cole (145) (Hartford, Conn.)	
Partners	\$200-2300
Associates	\$100-2175
Ropers, Maneski, Kahn, Bentley, Wagner & Kane (171) (Redwood City, Calif.)	
Partners	\$150-2300
Associates	\$125-2175
Ropes & Gray (288) (Boston)	
Partners	\$250-2385
Associates	\$115-2240
Rosenman & Collin (206) (New York)	
Partners	\$250-2475
Associates	\$100-2275

S

Saul, Ewing, Perlick & Saul (188) (Philadelphia)	
Partners	\$195-2315
Associates	\$80-2180
Schneider, Harrison, Segal & Lewis (238) (Philadelphia)	
Partners	\$205-2315
Associates	\$100-2200
Seaman, Brown & Seaman (158) (Baltimore)	
Partners	\$180-2275
Associates	\$75-2185
Seyfarth, Shaw, Fairweather & Geraldson (332) (Chicago)	
Partners	\$180-2325
Associates	\$100-2170
Shanley & Fisher P.C. (127) (Morristown, N.J.)	
Partners	\$185-2275
Associates	\$85-2170
Shaw & Gould (235) (New York)	
Partners	\$270-2370
Associates	\$115-2285
Sherman & Sterling (582) (New York)	
Partners	\$275-2425
Associates	\$110-2275
Sheppard, Mullin, Richter & Hampton (213) (Los Angeles)	
Partners	\$230-2330
Associates	\$80-2215
Sills Curran Zuckerman Radin Tischman Epstein & Green P.A. (150) (Newark, N.J.)	
Partners	\$175-2300
Associates	\$85-2175
Smith Helms Muller & Moore (146) (Greensboro, N.C.)	
Partners	\$130-2240
Associates	\$75-2145
Snell & Wilmer (243) (Phoenix)	
Partners	\$150-2280
Associates	\$80-2170
Steel Hector & Davis (157) (Miami)	
Partners	\$180-2380
Associates	\$100-2180
Strasburger & Price LLP. (192) (Dallas)	
Partners	\$150-2275
Associates	\$80-2170
Streich Lang (124) (Phoenix)	

Partners	\$150-2280
Associates	\$80-2150

T U V

Taft, Stettinius & Hollister (153) (Cincinnati)	
Partners	\$150-2250
Associates	\$75-2145
Theater Profit & Wood (130) (New York)	
Partners	\$280-2375
Associates	\$110-2235
Thelen, Martin, Johnson & Bridges (233) (San Francisco)	
Partners	\$205-2300
Associates	\$105-2280
Thompson & Knight P.C. (238) (Dallas)	
Partners	\$175-2295
Associates	\$80-2180
Thompson & Mitchell (180) (St. Louis)	
Partners	\$140-2270
Associates	\$70-2135
Trotman Sanders (155) (Atlanta)	
Partners	\$170-2300
Associates	\$85-2165
Tyler Cooper & Alcorn (74) (New Haven, Conn.)	
Partners	\$170-2285
Associates	\$85-2180
Vedder, Price, Kaufman & Kamholz (180) (Chicago)	
Partners	\$170-2300
Associates	\$85-2185
Venable, Baetjer and Howard (236) (Baltimore)	
Partners	\$180-2325
Associates	\$85-2190

W X Y Z

Weinberg and Green (143) (Baltimore)	
Partners	\$180-2260
Associates	\$85-2150
White and Williams (146) (Philadelphia)	
Partners	\$100-2240
Associates	\$65-2180
Whitman & Ransom (262) (New York)	
Partners	\$195-2260
Associates	\$80-2240
Widell, Slater & Goldman P.C. (73) (Boston)	
Partners	\$180-2325
Associates	\$80-2175
Wilman, Harold, Allen & Olson (187) (Chicago)	
Partners	\$140-2300
Associates	\$80-2155
Winters, Goldman & Spitzer P.C. (130) (Woodbridge, N.J.)	
Partners	\$175-2275
Associates	\$85-2170
Wiley, Rein & Fielding (158) (Washington, D.C.)	
Partners	\$192-2380
Associates	\$85-2182
Williams & Connolly (134) (Washington, D.C.)	
Partners	\$215-2400
Associates	\$100-2205
William Strick Ode Hefer Olson & Lane (118) (Chicago)	
Partners	\$145-2315
Associates	\$100-2180
Winsten & Strawn (481) (Chicago)	
Partners	\$200-2480
Associates	\$110-2185
Womble Carlyle Sandridge & Rice (158) (Winston-Salem, N.C.)	
Partners	\$130-2315
Associates	\$70-2224
Wyatt, Tarrant & Combs (173) (Louisville, Ky.)	
Partners	\$135-2200
Associates	\$80-2135