

Worsham Law Firm
325 South Avenue
Springfield MO 65806

Will Worsham, Lawyer
will@willworsham.com

Dan Brodgon, Lawyer
dan@willworsham.com

Johnnie Burgess, Lawyer
johnnie@willworsham.com

Christian Sowash, Lawyer
christian@willworsham.com



0137
PH: 417.863.9455
F: 417.863.9459
www.willworshamlaw.com

Codi Bell, Paralegal
codi@willworsham.com

Ashley Bates, Paralegal
ashley@willworsham.com

Kristen Smith, Paralegal
kristen@willworsham.com

Lucas Boling
Program Administrator, Fee Dispute Resolution Program
The Missouri Bar
P.O. Box 119
Jefferson City, Missouri 65102-0119

COPY

Sunday, April 09, 2017

RECEIVED

APR 13 2017

THE MISSOURI BAR

RE: Fee Dispute, Barbara L. Figaro v. Dan Brodgon
Your File No. 17.023

Dear Mr. Boling:

Please find enclosed my completed Respondent Election Form, Agreement for Mediation, and Agreement for Binding Arbitration, and please accept the following as my written response. Please understand that I have already submitted a written response to Ms. Figaro's complaint to the Office of Chief Disciplinary Counsel. Further, the case itself was and is quite involved. Thus, I will err on the side of brevity.

Ms. Figaro hired me to represent her against her then-husband, John Russwurm, in their dissolution of marriage in Taney County, Missouri. I began representation in July 2015. The case was finally tried on March 22, 2016. In the interim, the parties exchanged discovery, including Taney County Form 2, a statement of marital and nonmarital property and debt. The Form 2 our office served on counsel for Mr. Russwurm contained errors. Mr. Russwurm's estimated property values were represented as Ms. Figaro's, in other words, we accidentally copied Mr. Russwurm's values into Ms. Figaro's columns, making it appear as if Ms. Figaro agreed with Mr. Russwurm's estimated values. Contrary to Ms. Figaro's opinion, we advised her that we had made the error, and attempted to correct it at trial. We offered into evidence Ms. Figaro's testimony, as well as Ms. Figaro's handwritten statement of property and debt, and obtained admission of an appraisal of personal property obtained by Ms. Figaro in preparation for trial.

In short, as I understand it, Ms. Figaro claims that, but for the error in the Form 2, the Court would have awarded the marital residence to her, its entire value, and therefore the error cost her tens of thousands of dollars. While I disagree with that proposition, I am ready and willing to work with her regarding this fee dispute, and welcome the process.

Please do not hesitate to contact me if you have further questions or require further information.

Sincerely,

Daniel D. Brodgon
Mo. Bar. No. 59595