

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
SECOND JUDICIAL DISTRICT AT UTQIAGVIK

KAKTOVIK INUPIAT CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2BA-21-00059CI
	)	
HOLLAND & KNIGHT, LLP, and	)	
WALTER FEATHERLY	)	
	)	
Defendants.	)	
_____	)	

**ORDER GRANTING SECOND MOTION FOR ATTORNEY FEES**

Before the Court is Plaintiff Kaktovik Inupiat Corp.'s (KIC) second motion for attorney fees. KIC asks for: (1) attorney fees and expenses that were uncollected from the first motion to compel;<sup>1</sup> (2) the costs and fees incurred from the second motion to compel (including 30% of the costs incurred in reviewing the 'document dump'); and (3) costs and fees incurred from filing and preparing the second motion for attorney fees. Defendants Holland & Knight, LLP, and Walter Featherly (H&K) largely do not oppose the motion, but argue reducing the attorney fees to align with the market rates of the Alaska market.

Under Alaska law, after a motion to compel is granted, a court "*shall*... require the party... whose conduct necessitated the motion" to pay the expenses including attorney fees of the other party.<sup>2</sup> In other words, under Alaska law, the reasonable expenses, including attorney fees, are presumptively mandatory after a motion to compel has been granted. Generally, when calculating attorney fees, the Court must calculate the award based on the "fee customarily charged in the locality" unless there are "extraordinary circumstances."<sup>3</sup> Extraordinary circumstances include instances where necessary legal expertise "is not locally available."<sup>4</sup> Further, as our rules recognize, a "reasonable fee" in one case may vary dependent on different factors, such as the

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<sup>1</sup> The Court is allowing KIC to recoup attorney fees from the first motion to compel because: (1) the second motion to compel is largely a continuation of the first motion to compel, and (2) the wording of "shall" in Civil Rule 37(a)(4)(A) indicates courts are required to give attorney fees and expenses when granting a motion to compel.

<sup>2</sup> Civil Rule 37(a)(4)(A) (emphasis added).

<sup>3</sup> *Nautilus Marine Enters., Inc. v. Exxon Mobil Corp.*, 332 P.3d 554, 559 (Alaska 2014).

<sup>4</sup> *Id.*

complexity of litigation; the nature and length of the professional relationship; the amount involved and the results obtained; and the experience, reputation, and ability of the lawyers.<sup>5</sup>

Because H&K largely does not dispute that the fees and expenses asked for by KIC, the Court will focus on the rates of attorney fees for out-of-state counsel. In this matter, the rates for out-of-state counsel range from \$550 to \$815 per hour for the first motion to compel and from \$565 to \$900 per hour from the second motion to compel.<sup>6</sup> H&K argues that the correct rate should be between \$285 and \$450 an hour.<sup>7</sup> The Court will address the (a) reasonableness of the fees and (b) whether “extraordinary circumstances” applied.

First, the Court finds that the fees KIC submitted are reasonable due to (1) the complex legal nature of the case, (2) the difficulty of finding local counsel, (3) the types of parties involved in the case, and (4) the circumstances of the case.<sup>8</sup> This case involves complex commercial litigation involving federal contracts and legal malpractice, this is not a typical case any attorney could undertake.<sup>9</sup> Also, KIC was unable to find counsel in Alaska that was able and willing to undertake the case. Additionally, the parties involved in this case include sophisticated large firms, such as Holland & Knight and former partner Walter Featherly (paid at \$900 per hour). It stands to reason that in litigating against sophisticated parties one may be required to hire equally sophisticated counsel. Lastly, the circumstances of this case involve alleged legal malpractice of a large firm, likely to result in a strongly contested case.

Second, regardless of the reasonableness of the attorney fees, there are “extraordinary circumstances” justifying departure from the local attorney fee rates customarily charged. In Alaska “extraordinary circumstances” exist when local counsel is not available. Since KIC has shown no local attorneys were available, extraordinary circumstances exist allowing out-of-state rates.

THEREFORE, the Court GRANTS KIC’s second motion for attorney fees in the amount of \$419,260.23.

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<sup>5</sup> Rule 1.5(a)(1)-(8) of Alaska Rules of Professional Conduct; *Nautilus Marine*, 332 P.3d at 559 (“we recognized that when the list of factors in Rule 1.5 does ‘have a place in a court’s calculation of reasonable actual fees, it is most likely in determining whether the hourly rate charged is reasonable.’”).

<sup>6</sup> Defs.’ Opp’n 7-8.

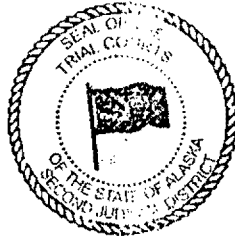
<sup>7</sup> *Id.* The Court notes they make distinctions between experienced counsel, other counsel, and paralegals, but finds this distinction is not important for the Court’s analysis.

<sup>8</sup> *Supra* note 5.

<sup>9</sup> *Nautilus Marine*, 332, P.3d at 560 (“the issues in this case were the general ones of contract interpretations and reformation.”).

**IT IS SO ORDERED.**

Dated at Kotzebue, Alaska, this 22<sup>nd</sup> day of August, 2025.



*PA Rt*

PAUL A. ROETMAN  
Superior Court Judge

# Alaska Trial Courts

## Certificate of Distribution

**Case Number:** 2BA-21-00059CI

**Case Title:** KAKTOVIK INUPIAT CORPORATION VS. HOLLAND AND KNIGHT, LLP

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The Alaska Trial Courts certify that the Order Granting Motion Kaktovik Inupiat Corporation Case Motion #1 Kaktovik Inupiat Corporation's Motion and Memorandum of Law In Support of Its Second Motion for Attorneys' Fees and Costs was distributed to:

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