

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

James B. Wolff v. Tomahawk Manufacturing

Wolff · No. 3:21-cv-880-SI · Decided April 6, 2026

SUMMARY

The court denies the plaintiff’s motion for attorney’s fees and the defendant’s motion for attorney’s fees in litigation involving a confidentiality agreement and employment claims. The court partially grants the defendant’s bill of costs, awarding \$19,105.37 for deposition transcripts and related copies while denying the remaining costs as unauthorized, unnecessary, or insufficiently supported.

CASE DETAILS

COURT	United States District Court for the District of Oregon
WRITING FOR THE COURT	Michael H. Simon
JURISDICTION	United States District Court for the District of Oregon
DECIDED	April 6, 2026
DOCKET	3:21-cv-880-SI
DISPOSITION	other
PROCEDURAL POSTURE	Post-trial resolution of the parties' motions for attorney's fees and Defendant's bill of costs following summary judgment on one counterclaim, judgment as a matter of law on Plaintiff's contract claim, and a defense jury verdict on Plaintiff's employment claims.
STANDARD OF REVIEW	Attorney's-fee and cost awards are reviewed under the applicable statutory, contractual, and procedural standards, including abuse-of-discretion principles. The Court applied the prevailing-party presumption under Federal Rule of Civil Procedure 54(d)(1) and required a showing that requested costs were authorized, reasonable, and necessarily obtained for use in the case.
PRECEDENTIAL VALUE	Unknown

TOPICS

- attorney fees
- costs
- contracts
- civil procedure
- commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Wolff was entitled to attorney's fees on Tomahawk's counterclaim despite failing to provide documentation supporting the hours, rates, and reasonableness of his requested fees.
2. Whether Tomahawk could recover attorney's fees under the unilateral fee provision in the 2010 Confidentiality Agreement.
3. Whether Oregon Revised Statutes section 20.096 converted the agreement's unilateral fee provision into a reciprocal provision notwithstanding the agreement's Wisconsin choice-of-law clause.
4. Which portions of Tomahawk's requested litigation costs were taxable under Federal Rule of Civil Procedure 54(d)(1) and 28 U.S.C. sections 1920 and 1821.

HOLDINGS

1. A party seeking attorney's fees must provide evidence sufficient for the court to evaluate the hours reasonably expended, hourly rates, and whether the work was compensable and necessary; an unsupported dollar estimate is insufficient.
2. Tomahawk was not entitled to attorney's fees under the 2010 Confidentiality Agreement because the agreement made fees recoverable only by Wolff, the Disclosing Party.
3. Under Rule 54(d)(1), a prevailing party may recover only costs authorized by statute and shown to have been necessarily obtained for use in the case; conclusory assertions of necessity do not establish recoverability.

KEY QUOTATIONS

"The party seeking an award of fees should submit evidence supporting the hours worked and rates claimed."

"A district court retains "broad discretion" to award costs, if any."

"The Court DENIES Plaintiff's Motion for Attorney's Fees, ECF 553. The Court DENIES Defendant's Motion for Attorney's Fees, ECF 554. The Court GRANTS IN PART and DENIES IN PART Defendant's Bill of Costs."

FACTUAL BACKGROUND

Wolff and Tomahawk entered into a Confidentiality Agreement on November 18, 2010, containing a unilateral attorney's-fee provision favoring Wolff and a Wisconsin choice-of-law clause. After litigation concerning the agreement and Wolff's employment claims, Wolff prevailed on Tomahawk's first counterclaim at summary judgment, while Tomahawk prevailed on Wolff's contract claim and employment claims. Wolff sought approximately \$2.17 million in attorney's fees without supporting time or rate documentation; Tomahawk sought attorney's fees under the agreement and \$88,136.16 in costs, supported primarily by receipts and a general assertion that the costs were necessary.

PROCEDURAL HISTORY

Wolff sued his former employer, Tomahawk Manufacturing, asserting breach of contract and employment claims. The Court granted summary judgment for Wolff on Tomahawk's counterclaim for breach of the implied contractual duty of good faith and fair dealing; Tomahawk voluntarily dismissed its other counterclaim with prejudice. After trial, the Court granted Tomahawk judgment as a matter of law on Wolff's contract claim, and the jury returned a defense verdict on Wolff's employment claims. The Court then addressed Wolff's and Tomahawk's requests for attorney's fees and Tomahawk's bill of costs.

DISPOSITION

other

CASES CITED

- Doc's Dream, LLC v. Dolores Press, Inc., 959 F.3d 357, 363 (9th Cir. 2020)
- Hensley v. Eckerhart, 461 U.S. 424, 433-34 (1983)
- Frank Music Corp. v. Metro-Goldwyn-Mayer Inc., 886 F.2d 1545, 1557 (9th Cir. 1989)
- Stewart v. Gates, 987 F.2d 1450, 1453 (9th Cir. 1993)
- Jeffrey C. Bright, Unilateral Attorney's Fees Clauses: A Proposal to Shift to the Golden Rule, 61 Drake L. Rev. 85, 119-20 n.171 (2012)
- Cap. One Bank v. Fort, 242 Or. App. 166, 171, 174 (2011)
- Virgo Inv. Grp., LLC v. Poggi, 2021 WL 1051536, at *4 (D. Or. Mar. 19, 2021)
- Fiedler v. Bowler, 117 Or. App. 162, 166 (1992)
- Seattle-First Nat. Bank v. Schriber, 51 Or. App. 441, 449 (1981)
- Ass'n of Mexican-Am. Educators v. California, 231 F.3d 572, 591, 593 (9th Cir. 2000)
- Twentieth Century Fox Film Corp. v. Ent. Distrib., 429 F.3d 869, 885 (9th Cir. 2005)
- Davis v. Mason County, 927 F.2d 1473, 1487 (9th Cir. 1991)
- Atl. Inertial Sys. Inc. v. Condor Pac. Indus. of Cal., Inc., 2012 WL 12878308, at *1 (C.D. Cal. Jan. 19, 2012)
- Johnson v. Pac. Lighting Land Co., 878 F.2d 297, 298 (9th Cir. 1989)
- Grove v. Wells Fargo Fin. Cal., Inc., 606 F.3d 577, 579 (9th Cir. 2010)
- W. Va. Univ. Hosps., Inc. v. Casey, 499 U.S. 83, 86 (1991)
- Kalitta Air L.L.C. v. Cent. Texas Airborne Sys. Inc., 741 F.3d 955, 957-58 (9th Cir. 2013)
- Hunt v. City of Portland, 2011 WL 3555772, at *6, *8-9, *11-12, *14-15 (D. Or. Aug. 11, 2011)
- Ash Grove Cement Co. v. Liberty Mut. Ins. Co., 2014 WL 837389, at *17 (D. Or. Mar. 3, 2014), *aff'd*, 649 F. App'x 585 (9th Cir. 2016)
- Adidas Am., Inc. v. Payless Shoesource, Inc., 2009 WL 302246, at *3 (D. Or. Feb. 9, 2009)
- A.B.C. Packard, Inc. v. Gen. Motors Corp., 275 F.2d 63, 74 (9th Cir. 1960)
- Doad v. C.R. England, Inc., 667 F. Supp. 3d 1096, 1101 (D. Or. 2023)
- Allison v. Smoot Enters. Inc., 2020 WL 68300, at *2 (D. Or. Jan. 7, 2020)
- Minden v. Allstate Prop. & Cas. Ins. Co., 2025 WL 2528624, at *14 (D. Nev. Sept. 3, 2025)
- Brown v. Cascade Mgmt., Inc., 2018 WL 4207097, at *4 (D. Or. Sept. 4, 2018)

- Chang v. County of Santa Clara, 2016 WL 6162460, at *10 (N.D. Cal. Oct. 24, 2016), aff'd sub nom. Shiow-Huey Chang v. County of Santa Clara, 726 F. App'x 565 (9th Cir. 2018)
- Memory Lane, Inc. v. Classmates Int'l, Inc., 2014 WL 12617383, at *3 (C.D. Cal. July 25, 2014)

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