

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

LANE POWELL PC, an Oregon professional corporation,

Plaintiff,

v.

MARK DeCOURSEY and CAROL DeCOURSEY, individually and the marital community composed thereof,

Defendants.

No. 11-2-34596-3SEA

SUMMONS (20 DAYS)

THE STATE OF WASHINGTON TO: MARK DeCOURSEY and CAROL DeCOURSEY, individually and the marital community composed thereof

A lawsuit has been started against you in the above-entitled Court by plaintiff. Plaintiff's claims are stated in the written Complaint for Breach of Contract, Quantum Meruit, and Foreclosure of Attorneys' Lien, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what they have asked for because you have

1 not responded. If you serve a notice of appearance on the undersigned person, you are
2 entitled to notice before a default judgment may be entered.

3 If not previously filed, you may demand that the plaintiff file this lawsuit with the
4 Court. If you do so, the demand must be in writing and must be served upon the person
5 signing this Summons. Within fourteen (14) days after you serve the demand, the plaintiff
6 must file this lawsuit with the Court or the service on you of this Summons and Complaint
7 will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so
9 promptly so that your written response, if any, may be served on time.

10 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules
11 of the State of Washington.

12 DATED this 5th day of October, 2011.

13 McNAUL EBEL NAWROT & HELGREN PLLC

14 By: Malaika M. Eaton
15 Robert M. Sulkin, WSBA No. 15425
16 Malaika M. Eaton, WSBA No. 32837

17 Attorneys for Plaintiff
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COMPLAINT FOR BREACH OF CONTRACT, QUANTUM MERUIT, AND FORECLOSURE OF ATTORNEYS' LIEN

Plaintiff Lane Powell PC, by way of complaint against defendants Mark DeCoursey and Carol DeCoursey alleges as follows:

I. PARTIES

1.1 Plaintiff Lane Powell PC is a professional corporation organized and existing under the laws of the State of Oregon, qualified to do business in the State of Washington, and doing business in Seattle, King County, Washington. For purposes of this Complaint, the acts and averments alleged herein were conducted in King County, Washington.

1.2 Defendants Mark DeCoursey and Carol DeCoursey are married, reside in King County, Washington, and constitute a marital community under the laws of the State of Washington. Each act of either defendant, as alleged in this complaint, was done or omitted by him or her individually and on behalf of the marital community.

1 **II. JURISDICTION AND VENUE**

2 2.1 This Court has jurisdiction over this action pursuant to RCW 2.08.010.

3 2.2 Venue in this Court is appropriate pursuant to (a) RCW 4.12.020 because
4 the transactions and events at issue in this dispute took place in King County, Washington,
5 (b) RCW 4.12.025 because the underlying agreement was entered into in King County,
6 Washington, and (c) the prior agreement of the parties, which provides for venue in King
7 County, Washington.

8 **III. FACTS**

9 3.1 On or about September 19, 2007, Lane Powell entered into a contract (“the
10 contract”) with the DeCourseys in which Lane Powell agreed to represent the DeCourseys
11 in connection with litigation pending in King County Superior Court, under Case No. 06-
12 2-24906-2 SEA, known as *V&E Medical Imaging Services, Inc. v. Mark DeCoursey, et*
13 *ux., et al* (the “Windermere lawsuit”).

14 3.2 The contract required the DeCourseys to pay costs and attorneys’ fees to
15 Lane Powell in consideration for Lane Powell’s representation of the DeCourseys in the
16 Windermere lawsuit and in consideration for Lane Powell providing legal services to the
17 DeCourseys.

18 3.3 Lane Powell’s representation of the DeCourseys resulted in, among other
19 things, the DeCourseys prevailing at trial in the Windermere lawsuit and obtaining a
20 judgment against Paul H. Stickney, Paul H. Stickney Real Estate Services, Inc. and
21 Windermere Real Estate/SCA, Inc., jointly and severally, for damages in the amount of
22 \$522,200.00, and an award of Lane Powell’s legal fees in the amount of \$463,427.00 and
23 taxable costs of \$45,000.00.

24 3.4 Although the DeCourseys’ contract with Lane Powell required them to pay
25 Lane Powell’s invoices within thirty days of receipt, Lane Powell was willing to (and did)
26 agree to forebear for a reasonable time in collecting the balance of its attorneys’ fees and

1 costs from the DeCourseys during the possible appeal anticipated in the case provided that
2 Lane Powell was paid first out of any settlement proceeds or any payment of the
3 judgment.

4 3.5 Thereafter, Lane Powell successfully defended the DeCourseys' judgment
5 on appeal in proceedings before both the Washington Court of Appeals and the
6 Washington Supreme Court, again obtaining fee awards from these courts.

7 3.6 After the Washington Supreme Court denied the judgment debtors' petition
8 for review and before issuing its mandate to the Superior Court, the insurer for
9 Windermere Real Estate, S.C.A., Inc. ("Windermere"), one of the judgment debtors,
10 approached Lane Powell about making a partial payment of the judgment to cut off
11 interest accruals on the amount paid. When the DeCourseys learned that the insurer might
12 direct payment of any portion of the judgment to Lane Powell, they promptly terminated
13 Lane Powell's representation of the DeCourseys by letter dated August 3, 2011.

14 3.7 Lane Powell is entitled to collect its attorneys' fees and costs of handling
15 the Windermere lawsuit and appeals. However, the DeCourseys have breached and
16 repudiated their agreement with Lane Powell by terminating Lane Powell and interfering
17 with payment of Lane Powell's fees and costs.

18 3.8 To protect its interests in earned fees, interest, and costs, on August 3,
19 2011, Lane Powell served and filed an attorneys' lien in accordance with RCW 60.40.010
20 and applicable law for the value of services rendered and costs advanced on behalf of the
21 DeCourseys in an amount not less than \$384,881.66 plus interest after August 3, 2011 (the
22 "attorneys' lien").

23 3.9 Lane Powell has performed all of its contractual obligations and is entitled
24 to payment of all amounts secured by the attorneys' lien.

25 3.10 The DeCourseys have repudiated and breached their contractual
26 obligations and have not paid Lane Powell the amounts due and owing.

1 3.11 Lane Powell provided regular invoices to the DeCourseys. The latest
2 invoice was sent to the DeCourseys on September 10, 2011. The amount owing on that
3 statement was \$389,042.68.

4 3.12 The DeCourseys are in breach of their contractual obligations and indebted
5 to Lane Powell in the amount of \$389,042.68 plus interest and costs that continue to
6 accrue.

7 3.13 The DeCourseys have now claimed that Lane Powell is not entitled to its
8 fees.

9 **IV. FIRST CAUSE OF ACTION**
10 **Breach of Contract**

11 4.1 Lane Powell realleges paragraphs 1.1–1.2, 2.1–2.2, and 3.1–3.13 as if fully
12 set forth herein.

13 4.2 The DeCourseys breached their contractual obligations to Lane Powell.

14 4.3 Lane Powell has been injured by the DeCourseys' breach.

15 4.4 As a result of the DeCourseys' breach, Lane Powell is entitled to damages
16 caused by the breach, including the attorneys' fees and costs the DeCourseys have failed
17 to pay as agreed.

18 **V. SECOND CAUSE OF ACTION**
19 **Quantum Meruit**

20 5.1 Lane Powell realleges paragraphs 1.1–1.2, 2.1–2.2, 3.1–3.13, and 4.1–4.4
21 as if fully set forth herein.

22 5.2 Lane Powell's representation of the DeCourseys resulted in the
23 DeCourseys obtaining a judgment for damages in the amount of \$522,200.00. Lane
24 Powell's representation likewise resulted in an award of attorneys' fees in the amount of
25 \$463,427.00 and taxable costs.
26

1 5.3 Lane Powell's representation of the DeCourseys benefited them by
2 securing a substantial judgment for the DeCourseys against Windermere and other
3 judgment debtors and by defending that judgment on appeal.

4 5.4 It would be inequitable for the DeCourseys to accept and retain the benefit
5 of Lane Powell's labor and services without the DeCourseys paying Lane Powell for the
6 value of the services in an amount to be demonstrated at trial or summary disposition of
7 this action.

8 **VI. THIRD CAUSE OF ACTION**
9 **Foreclosure of Attorney Lien**

10 6.1 Lane Powell realleges paragraphs 1.1-1.2, 2.1-2.2, 3.1-3.13, 4.1-4.4, and
11 5.1-5.4 as if fully set forth herein.

12 6.2 Lane Powell filed and served a valid attorneys' lien pursuant to RCW
13 60.40.010.

14 6.3 The amount of the lien remains unpaid.

15 6.4 Lane Powell is entitled to foreclose the lien, including an order awarding
16 Lane Powell the reasonable attorneys' fees and costs due and owing to Lane Powell.

17 **VII. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for the following relief:

19 A. For an award of all damages to which Plaintiff is entitled;

20 B. For an award of Plaintiff's reasonable attorney fees and costs incurred

21 herein; and

22 ///

1 C. For such other and further relief as the Court deems just and equitable.

2 DATED this 5th day of October, 2011.

3 McNAUL EBEL NAWROT & HELGREN PLLC

4 By: Malaika M. Eaton
5 Robert M. Sulkin, WSBA No. 15425
6 Malaika M. Eaton, WSBA No. 32837

7 Attorneys for Plaintiff
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PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANTS

TO: MARK DeCOURSEY and CAROL DeCOURSEY, Defendants

AND TO: Their Attorney(s) of Record

Plaintiff requests that Defendants Mark DeCoursey and Carol DeCoursey ("Defendants" or "DeCoursey" hereinafter), pursuant to CR 33 and 34, respond separately to the following interrogatories and requests for production.

Pursuant to CR 33, you are being served with the original and one copy of the interrogatories. To facilitate preparation of answers and responses, Plaintiff will additionally provide an electronic copy of the document to Defendants by electronic mail at Defendants' request. Please insert your answers on the original in the space provided following each request, or use additional pages if necessary. Please serve the complete original on the undersigned. Each interrogatory is to be answered fully and separately, in writing and under oath, within 40 days of service upon you.

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3 **REQUEST FOR PRODUCTION NO. 6:** Please produce any and all documents
4 identified in your answer to Interrogatory No. 2.

5 **RESPONSE:**

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8 **REQUEST FOR PRODUCTION NO. 7:** Please produce any and all documents
9 relating to your answers to the preceding Interrogatories to the extent not already provided
10 herein.

11 **RESPONSE:**

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14 INTERROGATORIES AND REQUESTS FOR PRODUCTION DATED this 5th
15 day of October, 2011.

16 McNAUL EBEL NAWROT & HELGREN PLLC

17 By: *Malaika M. Eaton*
18 Robert M. Sulkin, WSBA No. 15425
19 Malaika M. Eaton, WSBA No. 32837

20 Attorneys for Plaintiff

21 ANSWERS AND RESPONSES DATED this _____ day of November, 2011.

22
23 By: _____

24 Attorneys for Defendants
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NOTICE OF VIDEOTAPED
DEPOSITION UPON ORAL
EXAMINATION
(Mark DeCoursey)

TO: MARK DeCOURSEY and CAROL DeCOURSEY, Defendants Above-
Named

AND TO: Their Counsel of Record

PLEASE TAKE NOTICE that Plaintiff, by and through their attorneys of record,
will take the deposition of **MARK DeCOURSEY**, upon oral examination before a Notary
Public or other official authorized to administer oaths in the State of Washington, at the
following time and place:

Date: **Tuesday, November 22, 2011**
Time: **9:00 a.m.**
Location: **McNaul Ebel Nawrot & Helgren PLLC**
600 University Street, Suite 2700
Seattle, Washington 98101

1 PLEASE TAKE FURTHER NOTICE that the deposition will be recorded on
2 videotape.

3 The deposition shall be subject to continuance from time to time and place to place
4 until completed.

5 DATED this 5th day of October, 2011.

6 McNAUL EBEL NAWROT & HELGREN PLLC

7
8 By: Malaika M. Eaton
9 Robert M. Sulkin, WSBA No. 15425
Malaika M. Eaton, WSBA No. 32837

10 Attorneys for Plaintiff
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